

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, MAY 6, 2014 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to adopt Resolution No. 14-05-03, which approves Gila County Planning & Zoning Department Case No. CUP-14-03, an application submitted by James Thibault for a Conditional Use Permit on Assessor's tax parcel number 301-28-008T located at 5752 W. Brybegil Lane, Pine, in order to allow construction of a shed prior to the construction of the residence upon this parcel. **(Bob Gould)**
 - B. Information/Discussion/Action to adopt Resolution No. 14-05-04, which approves Gila County Planning & Zoning Department Case No. CUP-14-02, an application submitted by Ray Stephens for a Conditional Use Permit on Assessor's tax parcel number 301-19-007R located at 3465 Harps Way, Pine, in order to operate a wine making business in the basement of his home. **(Bob Gould)**
3. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to approve Amendment No. 2 to the Professional Services Agreement with Polsinelli Shughart P.C. to extend the contract term through September 30, 2014; increase the contract amount from \$49,900 to \$100,000; and incorporate the name change from Polsinelli Shughart P.C. to Polsinelli, P.C. within the contract documents. **(Bradley Beauchamp)**
 - B. Information/Discussion/Action to adopt Proclamation No. 2014-07 proclaiming May 2014 as "National Drug Court Month" in Gila County. Presentation of plaque of appreciation by Kendall Rhyne, Chief Probation Officer/Court Administrator, to Honorable Robert Duber II, Gila County Superior Court Judge. **(Kendall Rhyne)**
 - C. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. 042814) between Gila County and Gila Community College District (Provisional) to provide an economic development grant in the amount \$84,535 to be used for the site preparation for a cosmetology lab at the Payson Campus of Gila Community College. **(Dr. Stephen Cullen)**
 - D. Information/Discussion/Action to adopt Proclamation No. 2014-06 proclaiming May 2014 as Building Safety Month in Gila County. **(Bob Gould)**

- E. Information/Discussion/Action to request additional and revised financial information ensuring the viability of the successful purchase and operation of the Roosevelt Lakeview Park, and to continue this item for consideration at the June 3, 2014, Regular Board Meeting.
(Bob Gould)
- F. Information/Discussion/Action to ratify the Sheriff's Office electronic submission of a Grant Application to the State of Arizona, Department of Homeland Security for SCUBA equipment in the amount of \$37,375 for the period of October 1, 2014, through September 30, 2015. **(John France)**
- G. Information/Discussion/Action to ratify the Sheriff's Office electronic submission of a Grant Application for speed enforcement to the Governor's Office of Highway Safety in the amount of \$21,899.26. **(Keith Thompson)**
- H. Information/Discussion/Action to ratify the Sheriff's Office electronic submission of a Grant Application to the State of Arizona, Department of Homeland Security for a communications upgrade in the amount of \$77,738.
(Keith Thompson)
- I. Information/Discussion/Action to approve a Letter of Agreement (Number 2014-04) between the U.S. Department of Justice Drug Enforcement Administration and the Gila County Sheriff's Office in the amount of \$35,000 for the period of January 1, 2014, through December 31, 2014, in order to provide overtime pay related to the Domestic Cannabis Eradication/Suppression Program. **(Travis Baxley)**
- J. Information/Discussion/Action to approve a Property Lease Agreement with Central Arizona College for office space at the Casa Grande One-Stop Center from May 1, 2014, through June 30, 2015, for a monthly rental rate of \$9,728.25. **(Malissa Buzan)**
- K. Information/Discussion/Action to approve a Supplemental Nutrition Assistance Program (SNAP) Community Organization Partner Application for federal fiscal year 2015 between the Arizona Community Action Association and the Gila County Division of Community Services, Community Action Program which, if approved, will allow Gila County to become a SNAP Organization Partner and be reimbursed for expenses in an estimated amount of \$9,568.95 for the period of October 1, 2014, through September 30, 2015.
(Malissa Buzan)
- L. Information/Discussion/Action to approve the purchase of the NAPA Building at 110 W. Main Street in Payson, Arizona, in an amount not to exceed \$450,500 as part of the Long Range Facility Management Plan to expand the Payson County Complex, and authorize the Chairman's signature on the title documents and deed. **(Steve Stratton)**

- M. Information/Discussion/Action to approve a Customer Purchase Agreement between Gila County and Empire CAT for the purchase of one 2011, 928HZ loader, serial numbers: 0CXK01508, 0ARJ10144, 121000363707, 22029071RN, T100800799, in the total amount of \$138,620.69 which includes a trade-in allowance of \$25,000, and added costs for a handling arm, sales tax, warranty and job site delivery of the loader to the County's Star Valley yard. **(Steve Stratton)**

- N. Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 012114 for the 2nd floor renovations to the Globe Courthouse for the School Superintendent's Office and Assessor's Office Project.
(Jeff Hessenius)

- 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 adopt Resolution 14-05-01 authorizing the County's funding match requirement of \$500.00 in order for the Gila County Probation Department to receive \$2,000.00 of additional FY 2013-2014 Family Counseling Program funding from the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division.

 - B. Approval of payment of annual dues to Eastern Arizona Counties Organization in the amount of \$6,000 for FY 13/14.

 - C. Approval of AG Contract No. CTY14-0004-ASF-SFO - Arizona State Forester's Cooperative Intergovernmental Agreement for the period of (4) years from the date of final signature to define the State and County partnership for the protection of forests and wild lands in terms of prevention and response activities and related costs.

 - D. Ratification of the Chairman's signature on Offer and Acceptance-Solicitation No. ADHS14-00003830 and the Vice-Chairman's signature on Amendment Nos. 1 and 2 to Solicitation No. ADHS14-00003830, and the submission of those documents to the Arizona Department of Health Services by the Health and Emergency Services Division in order to provide continued Newborn Intensive Care Program services on a fee for service basis for the period July 1, 2014, through June 30, 2017.

 - E. Ratification of the Health and Emergency Services Division's electronic submission of an Application for Emergency Management Performance Grant Funds for federal fiscal year 2014 in the amount of \$114,719 to the Arizona Division of Emergency Management, and approval of the Chairman's signature on the Application.

- F. Approval of a Request for Release of Funds between Gila County Housing Services and the Arizona Department of Housing, which will allow Housing Services to request a release of funds for multiple contracts and multiple years if contracts are awarded, for the period of Fiscal Year 2014 through Fiscal Year 2016.
- G. Approval to accept the Gila/Pinal Workforce Investment Area's administrative modifications to the Gila/Pinal Workforce Investment Plan for Program Year 2013.
- H. Approval of Unilateral Amendment No. 4 and Amendment No. 5 to Contract No. DE126000-001 between the Arizona Department of Economic Security (DES) and the Gila County Community Services Division, Gila Employment and Special Training, whereby Unilateral Amendment No. 4 pertains to background checks for employment through the Central Registry and Amendment No. 5 extends the contract period from July 1, 2014, through December 31, 2014.
- I. Approval to reappoint Otto Weeden, Jr. to the Northern Gila County Range Commission for another 3-year term, retroactive from January 1, 2014, through December 31, 2016.
- J. Approval of an Acquisition of Control Application for Kohl's Ranch that was submitted by Andrea Dahlman Lewkowitz, all of which pertains to an existing liquor license for Kohl's Ranch.
- K. Approval of a Special Event Liquor License Application submitted by Pleasant Valley Community Council to serve liquor during the 2nd Annual Cherry Creek Music Festival to be held at the Cherry Creek Lodge in Young on May 23-25, 2014.
- L. Approval of a Special Event Liquor License Application submitted by Pleasant Valley Community Council to serve liquor at the Annual Pleasant Valley Days to be held on July 18-20, 2014.
- M. Acknowledgment of the March 2014 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
- N. Acknowledgment of the March 2014 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
- O. Acknowledgment of the March 2014 monthly activity report submitted by the Payson Regional Constable's Office.
- P. Acknowledgment of the March 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.
- Q. Approval of the April 1, 2014, and April 15, 2014, Board of Supervisors' meeting minutes.

- R. Acknowledgment of the Human Resources reports for the weeks of April 1, 2014, April 8, 2014, April 15, 2014, April 22, 2014 and April 29, 2014.
 - S. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 31, 2014, to April 4, 2014; April 7, 2014 to April 11, 2014; and April 14, 2014, to April 18, 2014.
 - T. Approval of finance reports/demands/transfers for the weeks of April 22, 2014, April 29, 2014, and May 6, 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-2515

Public Hearing 2. A.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Robert Gould, Community
Development Division Director

Submitted By: Robert Gould, Community
Development Division Director,
Community Development Division

Department: Community Development Division **Division:** Planning and Zoning

Information

Request/Subject

Adoption of Resolution No. 14-05-03 - Planning and Zoning Department Case No. CUP-14-03

Background Information

Mr. Thibault's property is located at 5752 W. Brybegil Lane in Pine Arizona within a R1-D35 zoning district.

Intent and purpose of R1-D35 zoning:

To promote the development of areas primarily of single family dwellings, intending that all other uses be installed, operated and maintained in a manner so as to either complement, or at least be of a minimum disruption to such single family uses. Any use not in accordance with the Intent and Purpose, District Stipulations and Provisions, and Permitted Uses as set forth in this section shall be deemed a nuisance.

Evaluation

Mr. Thibault wants to purchase a 200 square foot shed to place on his property at 5752 W. Brybegil Lane in Pine, Arizona. The primary use (single family residence) has not yet been established. Our current zoning regulations require that the primary use be established prior to establishing an accessory use. The purpose of using the Conditional Use Permit process is to ensure that any accessory use established does not contribute toward being a nuisance in the neighborhood.

The intent and purpose of a Conditional Use is currently stated as follows:

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

If the Board of Supervisors approves this request, the applicant will be required to adhere to conditions recommended by the Planning and Zoning Commission to ensure compatibility with the surrounding neighborhood.

Conclusion

Staff finds that the establishment of a 200 square foot shed on Mr. Thibault's property will not be a nuisance if the following conditions are adhered to:

1. The shed is only used for storage
2. All outdoor lighting shall be shielded from adjoining residential uses.
3. The RV will be removed prior to adding the shed to the property
4. No business activities will be carried out with this shed.
5. This conditional use permit will become effective when the RV is removed from the property.

Recommendation

The Gila County Planning & Zoning Commission held a public hearing that was duly advertised and posted at the subject property on April 17, 2014, and unanimously voted to recommend the Board of Supervisors' approval of this Conditional Use Permit Application with several conditions as follows:

1. The shed is only used for storage
2. All outdoor lighting shall be shielded from adjoining residential uses.
3. The RV will be removed prior to adding the shed to the property
4. No business activities will be carried out with this shed.
5. This conditional use permit will become effective when the RV is removed from the property.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-05-03, which approves Gila County Planning & Zoning Department Case No. CUP-14-03, an application submitted by James Thibault for a Conditional Use Permit on Assessor's tax parcel number 301-28-008T located at 5752 W. Brybegil Lane, Pine, in order to allow construction of a shed prior to the construction of the residence upon this parcel. **(Bob Gould)**

Attachments

Resolution No. 14-05-03

P&Z Dept. Staff Report for CUP-14-03

Legal Notice



RESOLUTION NO. 14-05-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, APPROVING PLANNING AND ZONING DEPARTMENT CASE NO. CUP-14-03, A REQUEST BY JAMES THIBAUT (APPLICANT/OWNER) FOR A CONDITIONAL USE PERMIT UPON GILA COUNTY ASSESSOR'S TAX PARCEL NUMBER 301-28-008T LOCATED AT 5752 W. BRYBEGIL LANE, PINE, ARIZONA.

WHEREAS, the Gila County Planning and Zoning Commission, at a duly noticed public hearing held on April 17, 2014, approved Planning and Zoning Department Case No. CUP-14-03 to recommend Board of Supervisors' approval to allow a Conditional Use Permit upon Assessor's tax parcel number 301-28-008T to allow construction of a shed prior to the construction of the residence upon this parcel of land; and

WHEREAS, after holding a public hearing as provided by law, the Board of Supervisors is of the opinion that the approval of this Conditional Use Permit would be harmonious or compatible with neighboring uses through the application and maintenance of qualifying conditions.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does hereby approve Planning and Zoning Department Case No. CUP-14-03 as set forth in the attached Exhibit A, to allow for a Conditional Use Permit on Assessor's tax parcel number 301-28-008T.

PASSED AND ADOPTED this 6th day of May 2014, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Clerk of the Board of Supervisors

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal

EXHIBIT A

**GILA COUNTY PLANNING AND ZONING DEPARTMENT
CASE NO. CUP-14-03**

AN APPLICATION BY JAMES THIBAUT (APPLICANT/OWNER)
FOR A CONDITIONAL USE PERMIT UPON ASSESSOR'S TAX PARCEL NUMBER
301-28-008T LOCATED AT 5752 W. BRYBEGIL LANE, PINE, ARIZONA

THIS PARCEL IS CURRENTLY ZONED AS "R1-D35"

The Gila County Board of Supervisors has approved a Conditional Use Permit upon the subject parcel of land in order to allow construction of a shed prior to the construction of the residence as per Gila County Zoning Ordinance Section 103.11 which reads:

Conditional Uses and Conditional Use Permits:

A. GENERAL:

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

The Gila County Board of Supervisors approved the Conditional Use Permit with the following conditions:

1. The shed is only used for storage
2. All outdoor lighting shall be shielded from adjoining residential uses.
3. The RV will be removed or added to this permit request
4. No business activities will be carried out with this shed.
5. This conditional use permit will become effective when the RV is removed from the property or as an alternative considered as part of this application under which circumstances staff would not recommend to approve.



**Staff Report
to the
Board of Supervisors**

Applicant Property



CUP-14-03
Board of Supervisors' Hearing
May 6, 2014

I APPLICATION

Applicant Name	James Thibault
Applicant Address	5948 N. 14 th Place, Phoenix, AZ 85014
Site Address	5752 W. Brybegil Lane, Pine, AZ 85544
APN Number	301-28-008T
Current Zoning	<p>R1-D35</p> <p>R1 -- RESIDENCE ONE DISTRICT (Single Dwelling Units)</p> <p><u>Intent and Purpose:</u> To promote the development of areas primarily of single family dwellings, intending that all other uses be installed, operated and maintained in a manner so as to either complement, or at least be of a minimum disruption to such single family uses. Any use not in accordance with the Intent and Purpose, District Stipulations and Provisions, and Permitted Uses as set forth in this section shall be deemed a nuisance.</p>
Current Comprehensive Plan Designation	<p>Residential 2.0-3.5 du/acre: The Residential 2.0-3.5 category denotes the areas of the county where low-density detached residential suburban development is preferred. The Residential 2.0-3.5 land use designation includes private lands where adequate community facilities, access and emergency response services are available to allow the division of land into smaller individual lots or parcels. Additional uses permitted within the Residential 2.0-3.5 category shall include farming, ranching and those uses otherwise permitted by state statute. Other non-residential land uses may be permitted if allowed in the zoning district designated for the parcel, if located on a cumulative total of less than two acres and if separated and buffered from adjacent existing residential uses and adjacent residentially-designated (on the Land Use Plan) uses.</p>
Application Number	CUP-14-03

II Purpose & Description

The purpose of this application is to obtain a conditional use permit for the establishment of an accessory use prior to the establishment of a primary use. The applicant wished to place a shed on his property to keep landscaping tools for maintaining his property.

III Zoning Regulations

Current zoning regulations require a property owner to first establish a primary use prior to establishing an accessory use. One of the purposes of this regulation is to avoid possible nuisances that may be created within a neighborhood. We have had this happen many times where a shed is used for business purposes, bright lights to keep vandals away, or horses are kept and not properly maintained because the property owners don't live there.

IV Primary issue or issues to consider

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

- a. Noise: How is the shed to be used.
- b. Lighting: Lighting needs to occur in a manner that assures surrounding residential properties will not be adversely affected.
- c. How the shed is used



V Background

This is a low density residential area with large well-kept home. Most lots are about one acre in size. Roadway providing access is not paved. The area is mostly forested. As you can see from the picture below there is a shed directly across the street and there is also a house on this lot. Homes in the area are not very visible due to the lot sizes and trees. There is currently an RV on the parcel, which needs to be explained by the applicant. This RV is not hooked up to any utilities at this time. RVs are normally only allowed if they have a permit to build a home and then must be removed or not used and only stored.



VI Analysis

Staff feels that if the shed is only to be used for storage of landscaping or personal items this should not create any nuisance to the neighborhood. The storage of an RV should be included in this application or removed from the property prior to any conditional use permit becoming valid. Living in an RV in this area would most likely not be accepted by the neighborhood because of the large and expensive homes already established.

VII Commission Recommendation

The Planning and Zoning Commission held a public hearing on April 17, 2014, to consider this application and voted to approve this Conditional Use Permit with the following stipulations:

1. The shed is only used for storage
2. All outdoor lighting shall be shielded from adjoining residential uses.
3. The RV will be removed
4. No business activities will be carried out with this shed.
5. This conditional use permit will become effective when the RV is removed from the property.

VIII Recommendation

Staff concurs with the Planning and Zoning Commission's recommendation for the Board of Supervisors to approve Planning and Zoning Department Case No. CUP-14-03 with the following conditions:

1. The shed is only used for storage
2. All outdoor lighting shall be shielded from adjoining residential uses.
3. The RV will be removed or added to this permit request
4. No business activities will be carried out with this shed.

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

NOTICE IS HEREBY GIVEN that the Gila County Planning and Zoning Commission will hold a public hearing on Thursday, April 17, 2014 beginning at 10:00 a.m., at the Gila County Conference Room, located at 610 East Hwy 260 in Payson, AZ.; And the Gila County Board of Supervisors will hold a public hearing on this application on May 6, 2014 at 10:00 a.m. at the Gila County Courthouse-Board of Supervisors Hearing Room located at 1400 East Ash Street, Globe, AZ.

Public Hearing

CUP-14-03 James Thibault: Owner is requesting permission to place a 10' x 20' utility shed to keep tools and supplies for maintenance of land on Gila County Tax Parcel 301-28-008T located at 5752 W Brybeagil Ln. Hwy 87, Pine, AZ. Property is currently zoned R1-D35 and the property is vacant at this time.

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

Gila County Planning and Zoning

By: 

Robert Gould, Director
Community Development

Arizona Silver Belt: One Publication: April 2, 2014

ARF-2516

Public Hearing 2. B.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Robert Gould, Community
Development Division Director

Submitted By: Robert Gould, Community
Development Division Director,
Community Development Division

Department: Community Development Division **Division:** Planning and Zoning

Information

Request/Subject

Adoption of Resolution No.14-05-04 - Planning and Zoning Department Case No. CUP-14-02

Background Information

The subject property is located in an R1-D12 zoning district which allows a cottage industry. Mr. Stephens has been operating a cannery business at this location for several years and now wants to add wine making to his business.

Evaluation

Mr. Stephens will operate his business in the basement of his home. His home is on a 1.69 acre parcel and does not have neighbors very close to him. The Gila County Zoning Ordinance defines a Cottage Industry as follows:

COTTAGE INDUSTRY: A limited manufacturing activity carried on by the occupant of a dwelling as a secondary use in connection with which there is no outdoor display of stock-in-trade or unenclosed storage of raw materials or products; not more than three non-residents of the premises may be employed; may be conducted within the main dwelling or an accessory building, provided that not more than fifty percent of the combined floor area may be devoted to the cottage industry; adequate on-site parking will be provided for all permitted activities, but there shall be no more than five parking spaces; the permitted use will not generate vibration, smoke, dust, glare, heat, excessive noise or electrical interference with the reception of radio and television reception.

We have received a phone call from a neighbor on his rear property line who was in support of Mr. Stephens' request. Mr. Stephens has agreed to abide by all conditions recommended by the Planning and Zoning Commission and the Board of Supervisors.

Conclusion

Staff finds that with all conditions specified during the Planning and Zoning Commission hearing, the proposed use should not be a nuisance to the neighborhood.

On April 30, 2014, it was learned that Mr. Stephens plans on producing 2,500 gallons of wine per year; therefore, he must obtain a Series 13 Domestic Farm Winery License from the Arizona Department of Liquor Licenses and Control prior to the commencement of producing wine at the subject location. In addition to the Planning and Zoning Commission's recommendation for the Board of Supervisors to approve this Conditional Use Permit request with 6 conditions of approval (as listed in the "Recommendation" section of this report), a 7th condition of approval will be added to require that Mr. Stephens provide the County with proof that he has obtained a Series 3 Domestic Farm Winery License prior to operating his winery business.

Recommendation

Staff concurs with the Planning and Zoning Commission's recommendation of approval of this application with the following conditions 1 through 6, plus 1 added condition referenced in number in 7:

1. That no more than three employees that are nonresidents may be employed at any given time.
2. That the current floor area being used in the business, in the basement of the home is acceptable with no expansions into other areas of the home.
3. That prior to initiating the winery business the applicant shall submit approval to operate from the Gila County Health Department.
4. No business activities or advertising shall be visible from the roadway or adjacent properties.
5. That the use does not cause any sustained or unpleasant or unusual noises or vibrations or noxious fumes or odors, or cause any parking or traffic congestion in the immediate neighborhood.
6. No on-street parking.
7. Prior to opening a winery business, the applicant shall submit a copy of a Series 13 Domestic Farm Winery License issued by the Arizona Department of Liquor Licenses and Control.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-05-04, which approves Gila County Planning & Zoning Department Case No. CUP-14-02, an application submitted by Ray Stephens for a Conditional Use Permit on Assessor's tax parcel number 301-19-007R located at 3465 Harps Way, Pine, in order to operate a wine making business in the basement of his home.

(Bob Gould)

Attachments

Resolution No. 14-05-04

P&Z Dept. Staff Report for CUP-14-02

Legal Notice



RESOLUTION NO. 14-05-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, APPROVING PLANNING AND ZONING DEPARTMENT CASE NO. CUP-14-02, A REQUEST BY RAY STEPHENS (APPLICANT/OWNER) FOR A CONDITIONAL USE PERMIT UPON GILA COUNTY ASSESSOR'S TAX PARCEL NUMBER 301-19-007R LOCATED AT 3465 HARPS WAY, PINE, ARIZONA.

WHEREAS, the Gila County Planning and Zoning Commission, at a duly noticed public hearing held on April 17, 2014, approved Planning and Zoning Department Case No. CUP-14-02 to recommend Board of Supervisors' approval to allow a Conditional Use Permit upon Assessor's tax parcel number 301-19-007R to allow the operation of a cottage industry to produce wine at a residence upon this parcel of land; and

WHEREAS, after holding a public hearing as provided by law, the Board of Supervisors is of the opinion that the approval of this Conditional Use Permit would be harmonious or compatible with neighboring uses through the application and maintenance of qualifying conditions.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does hereby approve Planning and Zoning Department Case No. CUP-14-02 as set forth in the attached Exhibit A, to allow for a Conditional Use Permit on Assessor's tax parcel number 301-19-007R.

PASSED AND ADOPTED this 6th day of May 2014, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Clerk of the Board of Supervisors

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal

EXHIBIT A

**GILA COUNTY PLANNING AND ZONING DEPARTMENT
CASE NO. CUP-14-02**

AN APPLICATION BY RAY STEPHENS (APPLICANT/OWNER)
FOR A CONDITIONAL USE PERMIT UPON ASSESSOR'S TAX PARCEL NUMBER
301-19-007R LOCATED AT 3465 HARPS WAY, PINE, ARIZONA

THIS PARCEL IS CURRENTLY ZONED AS "R1-D12"

The Gila County Board of Supervisors has approved a Conditional Use Permit to allow the operation of a cottage industry to produce wine at a residence as per Gila County Zoning Ordinance Section 103.11 which reads:

Conditional Uses and Conditional Use Permits:

A. GENERAL:

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

The Gila County Board of Supervisors approved the Conditional Use Permit with the following conditions:

1. That no more than three employees that are nonresidents may be employed at any given time.
2. That the current floor area being used in the business, in the basement of the home is acceptable with no expansions into other areas of the home.
3. That prior to initiating the winery business the applicant shall submit approval to operate from the Gila County Health Department
4. No business activities or advertising shall be visible from the roadway or adjacent properties
5. That the use does not cause any sustained or unpleasant or unusual noises or vibrations or noxious fumes or odors, or cause any parking or traffic congestion in the immediate neighborhood.
6. No on-street parking
7. Prior to opening the winery business, the applicant shall submit a copy of a Series 13 Domestic Farm Winery License issued by the Arizona Department of Liquor Licenses and Control.



**Staff Report
to the
Board of Supervisors**



Parcel 301-19-007R

**CUP 14-02
Planning & Zoning Commission Hearing
April 17, 2014**

I APPLICATION

Applicant Name	Ray Stephens
Applicant Address	PO Box 1461, Pine AZ 85544
Site Address	3465 Harps Way, Pine, AZ 85544
APN Number	301-19-007R
Current Zoning	R1-D12 Intent and Purpose: To promote the development of areas primarily of single family dwellings, intending that all other uses be installed, operated and maintained in a manner so as to either complement, or at least be of a minimum disruption to such single family uses. Any use not in accordance with the Intent and Purpose, District Stipulations and Provisions, and Permitted Uses as set forth in this section shall be deemed a nuisance.
Current Comprehensive Plan Designation	Residential 2.0-3.5 du/acre: The Residential 2.0-3.5 category denotes the areas of the county where low-density detached residential suburban development is preferred. The Residential 2.0-3.5 land use designation includes private lands where adequate community facilities, access and emergency response services are available to allow the division of land into smaller individual lots or parcels. Additional uses permitted within the Residential 2.0-3.5 category shall include farming, ranching and those uses otherwise permitted by state statute. Other non-residential land uses may be permitted if allowed in the zoning district designated for the parcel, if located on a cumulative total of less than two acres and if separated and buffered from adjacent existing residential uses and adjacent residentially-designated (on the Land Use Plan) uses.
Application Number	CUP-14-02

II Purpose & Description

The applicant wants to have a winery added to their canned foods business. The hours of operation will be from 8 AM to 4 PM during the weekdays. All business operations will take place inside the home in the basement.

III Background

The applicant has an approved site plan for the cannery business that has been reviewed and approved by the Community Development Department, the Health

Department, the Building Department and the Fire Department. This was not the correct process. They should have had a conditional use permit.

IV Zoning Regulations

The zoning for the property is R1-D12. This zoning allows a cottage industry. The regulations for a home occupied business are as follows:

COTTAGE INDUSTRY: A limited manufacturing activity carried on by the occupant of a dwelling as a secondary use in connection with which there is no outdoor display of stock-in-trade or unenclosed storage of raw materials or products; not more than three non-residents of the premises may be employed; may be conducted within the main dwelling or an accessory building, provided that not more than fifty percent of the combined floor area may be devoted to the cottage industry; adequate on-site parking will be provided for all permitted activities, but there shall be no more than five parking spaces; the permitted use will not generate vibration, smoke, dust, glare, heat, excessive noise or electrical interference with the reception of radio and television reception.

The applicants do not own this property they rent the property, but there is a notarized letter from the property owner on file which allows them to apply for the conditional use permit for a cottage industry.

V Summary



The cottage industry operates solely within the basement of their home, but it does appear to utilize more than the 50% floor space requirement. At this time there does not appear to be visible signs of business activities from outside the home. Mr. Stephens stated that they may also have more than one non-resident working with the business.

Staff does have concerns that this business is growing to a point where they are close to outgrowing a cottage industry in the home. Even though the number of employees only comes once in a great while our regulations state that there should be no more than one nonresident working with the business. They also have weekend classes that bring several students to the property.

At the current time there does not appear to be any visible signs that this business is operating from outside the property.

VI Recommendation

Staff concurs with the Planning and Zoning Commission's recommendation for the Board of Supervisors to approve Planning and Zoning Department Case No. CUP-14-02 with one added condition listed below as number 7.

1. That no more than two employees that are nonresidents may be employed at any given time.
2. That the current floor area being used in the business, in the basement of the home is acceptable with no expansions into other areas of the home.
3. That prior to initiating the winery business the applicant shall submit approval to operate from the Gila County Health Department
4. No business activities or advertising shall be visible from the roadway or adjacent properties
5. That the use does not cause any sustained or unpleasant or unusual noises or vibrations or noxious fumes or odors, or cause any parking or traffic congestion in the immediate neighborhood.
6. No on-street parking
7. Prior to opening the winery business, the applicant shall submit a copy of a Series 13 Domestic Farm Winery License issued by the Arizona Department of Liquor Licenses and Control.

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

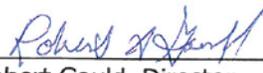
NOTICE IS HEREBY GIVEN that the Gila County Planning and Zoning Commission will hold a public hearing on Thursday, April 17, 2014 beginning at 10:00 a.m., at the Gila County Conference Room, located at 610 East Hwy 260 in Payson, AZ.; And the Gila County Board of Supervisors will hold a public hearing on this application on May 6, 2014 at 10:00 a.m. at the Gila County Courthouse-Board of Supervisors Hearing Room located at 1400 East Ash Street, Globe, AZ.

Public Hearing

CUP-14-02 Ray Stephens: Owner is requesting permission to add fruit wines to the foods they already produce in their Home Occupation business on Gila County Tax Parcel 301-19-007R located at 3465 N Harps Way, Pine, AZ. Property is currently zoned R1-D12 and the current use of property is commercial food processing facility, residence.

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

Gila County Planning and Zoning

By: 

Robert Gould, Director
Community Development

Arizona Silver Belt: One Publication: April 2, 2014

ARF-2501

Regular Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Jeffrey Hesseniuss, Finance Director
Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Division

Department: Finance Division

Fiscal Year: 2013-2014 Budgeted?: Yes

Contract Dates April 17, 2013 Grant?: No

Begin & End: to September 30, 2014

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Authorization to extend Polsinelli contract for Civil Contempt Defense Services, increase contract amount, and incorporate name change.

Background Information

On April 17, 2013, Gila County entered into a Professional Services Agreement with Polsinelli Shughart P.C., for Polsinelli Shughart P.C. to provide Civil Contempt Defense Services for Gila County. On November 1, 2013, Amendment No. 1 to Professional Services Agreement with Polsinelli Shughart P.C. was executed to extend the contract term from July 1, 2013, to December 31, 2013, and to increase the original contract amount by \$35,900, from \$14,000 to \$49,900.

Evaluation

The Professional Services Agreement with Polsinelli Shughart expired on December 31, 2013. Gila County is in need of the Civil Contempt Defense Services provided by this contract beyond the December 31, 2013, expiration date. Amendment No. 2 will serve to extend the contract term through September 30, 2014; and increase the contract amount by \$50,100, for a new total contract amount of \$100,000. Additionally, as of April 23, 2013, Polsinelli Shughart P.C., changed their name to Polsinelli, P.C. Amendment No. 2 will allow for the name change to be incorporated within the contract documents.

Conclusion

Gila County has incurred debt from Polsinelli beyond the amended contract amount of \$49,900. Amendment No. 2 will allow for a contract increase of \$50,100 to cover the current invoices from Polsinelli and to provide funds available for any potential invoices to be incurred. Further, Amendment No. 2 will extend the contract term through September 30, 2014, and allow for the name change from Polsinelli Shughart P.C. to Polsinelli, P.C. to be incorporated into the contract documents.

Recommendation

The County Attorney's Office recommends approving Amendment No. 2 to Professional Services Agreement with Polsinelli Shughart P.C. to extend the contract date through September 30, 2014; increase the contract amount by \$50,100 to a new total contract amount of \$100,000; and incorporate the name change from Polsinelli Shughart P.C. to Polsinelli, P.C. within the contract documents.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 2 to the Professional Services Agreement with Polsinelli Shughart P.C. to extend the contract term through September 30, 2014; increase the contract amount from \$49,900 to \$100,000; and incorporate the name change from Polsinelli Shughart P.C. to Polsinelli, P.C. within the contract documents.

(Bradley Beauchamp)

Attachments

Amendment No. 2 with Polsinelli, P.C.

Amendment No. 1 with Polsinelli Shughart PC

Professional Services Agreement with Polsinelli Shughart PC

Legal Explanation



AMENDMENT NO. 2

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES AGREEMENT
CIVIL CONTEMPT DEFENSE SERVICES**

POLSINELLI SHUGHART, P.C. (Now POLLSINELLI, P.C.)

Effective April 17, 2013, Gila County and Polsinelli Shughart, P.C. (now Polsinelli) entered into a contract whereby Polsinelli Shughart P.C. agreed to provide Civil Contempt Defense Services to Gila County.

On November 1, 2013, Amendment No. 1 was executed, extending the contract term to December 31, 2013 and increasing the contract amount to \$49,900.00.

Per Section XI-TERM, the contract expires on December 31, 2013. Amendment No. 2 will extend the contract term from January 1, 2014 through September 30, 2014.

Amendment No. 2 will serve to extend the contract term through September 30, 2014, and to amend all references to Polsinelli Shughart, P.C. to Polsinelli, P.C. Further, Amendment No. 2 will serve to increase the contract amount by Fifty Thousand, One Hundred dollars and no/cents (\$50,100), for a new total contract amount not to exceed One Hundred Thousand dollars (\$100,000.00) for the contract term of April 17, 2013 to September 30, 2014.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2014.

GILA COUNTY BOARD OF SUPERVISORS:

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

POLSINELLI, P.C.

Authorized Signature

Print Name



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES AGREEMENT
CIVIL CONTEMPT DEFENSE SERVICES**

POLSINELLI SHUGHART, P.C.

Effective April 17, 2013, Gila County and Polsinelli Shughart, P.C. entered into a contract whereby Polsinelli Shughart P.C. agreed to provide Civil Contempt Defense Services to Gila County.

Per Section XI-TERM, the contract expires on June 30, 2013. Amendment No. 1 will extend the contract term from July 1, 2013 to December 31, 2013.

Per Section XII-PAYMENT, the original contract amount for the Professional Services Agreement, was for a not to exceed amount of \$14,000.00 for the contract term, without prior written approval from the County. Amendment No. 1 will increase the total contract amount by Thirty-Five Thousand, Nine Hundred dollars (\$35,900.00), for a new total contract amount not to exceed Forty-Nine Thousand, Nine Hundred dollars (\$49,900.00) for the contract term of April 17, 2013 to December 31, 2013.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 1 day of NOVEMBER, 2013.

GILA COUNTY:


Don E. McDaniel, Jr., County Manager

POLSINELLI SHUGHART, P.C.


Authorized Signature

Edward F. Novak
Print Name

APPROVED AS TO FORM


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

PROFESSIONAL SERVICES AGREEMENT

CIVIL CONTEMPT DEFENSE SERVICES

THIS AGREEMENT, made and entered into this *17* day of *April* 2013, by and between the Gila County, a political subdivision of the State of Arizona, hereinafter designated the County, and Polsinelli Shugart PC, One East Washington Street, Suite 1200, Phoenix, Arizona, hereinafter designated the Firm.

WITNESSETH: That the Firm, for and in consideration of the sum to be paid to the Firm by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for itself, its heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Firm agrees to provide Civil Contempt Defense Services in the civil contempt proceedings against Respondent Chief Deputy Gila County Attorney Shawn C. Fuller in the criminal case of State of Arizona vs. Daniel A. Denuzzi, CR2011-00643 in the Superior Court of the State of Arizona in and for the County of Gila. In the performance of these duties under the provisions of this agreement, it is mutually understood and agreed that the Firm, its agent(s), and employee(s), are at all times acting and performing as an independent contractor.

The Firm agrees to obtain and keep current any and all State of Arizona licenses/certifications. If at any time during the term of the contract the Firm's licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Firm is an independent contractor of the County and agrees that it shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Firm nor any employee of the Firm shall be deemed an officer, employee, or agent of the County.

DUTIES AND RESPONSIBILITIES

The Firm shall provide duties as follows:

Represent Chief Deputy Gila County Attorney Shawn C. Fuller in the civil contempt proceedings against him in the in the criminal case of State of Arizona vs. Daniel A. Denuzzi, CR2011-00643 in the Superior Court of the State of Arizona in and for the County of Gila.

ARTICLE II – FEES: For the services provided by the Firm under this agreement, financial compensation from the County will be as follows:

The Firm shall receive \$350.00 per hour for its attorney work in this matter and \$175.00 per hour for paralegal work in this matter. Total compensation to the firm shall not exceed \$14,000.00 without the prior written approval of Gila County.

ARTICLE III – TERMINATION: This Agreement 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: The Firm agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Firm, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Firm to indemnify the County to the extent permitted under Arizona Law.

ARTICLE V – INSURANCE REQUIREMENTS: The Firm agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance and general liability insurance The Firm agrees to provide the County with certificates evidencing the coverage specified.

ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Firm under this agreement shall be assigned. No rights or obligations of the Firm under this agreement shall be subcontracted by the Firm without prior approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

ARTICLE VII – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Pursuant to A.R.S. § 41-4401, Firm hereby warrants that it will at all times during the term of this Agreement 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 approved subcontractor who performs any work for Firm under this Agreement 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 approved subcontractor performing services under this Agreement in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of Firm’s or any approved subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor 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 an approved replacement subcontract as soon as possible so as not to delay completion of Firm’s obligations.

Firm shall advise each approved subcontractor of County’s rights, and the subcontractor’s obligations, under this Article by including a provision in each subcontract substantially in the following form:

“Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor’s employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor’s books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

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

ARTICLE IX – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and A.R.S. § 35-391.06(A) the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration act and not on the Excluded Parties List.

ARTICLE X – 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 XI – TERM: The term of the contract shall commence on April 12, 2013 and continue in full force and effect up through and including June 30, 2013, unless terminated, canceled or extended as otherwise provided herein.

ARTICLE XII – PAYMENT: Firm shall be paid fees stated in Article II of this agreement, but in no event shall payment exceed \$ 14,000.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Firm. Purchase orders sent to the Firm reflect these terms and conditions and they apply to all invoices received by the County.

The Firm 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 Firm does not have a current W-9

Invoices

All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

ARTICLE XIII-FIRM'S LEGAL CONFLICTS

County acknowledges, that the parties have discussed the situation presented by the Firm representing the County in various matters and the potential of conflicts in the future on other matters in which the County may be involved. This Article specifically addresses the Firm's ability to continue to represent the County in an ethical and appropriate manner and at the same time enable the Firm to also represent other clients on unrelated matters.

The firm represents many other companies, individuals and government agencies throughout the country. In that context, it is possible that during the time that the Firm is representing the County, some of our other present or future clients will have disputes or transactions with the County. For example, although the Firm will represent the Chief Deputy Gila County Attorney in this matter, the Firm currently has or may have clients whom the Firm represents in connection with economic development projects, tax appeals, real estate development and other similar matters that come before the County's boards, commissions or offices for review and/or approval. As such, the Firm acknowledges in that context that inherent conflicts of interest can arise in those situations between the Firm's separate, respective client relationships.

The Rules of Professional Conduct, as adopted in Arizona require certain steps be taken with respect to representation of clients where an existing, or potential, conflict of interest arises. The purpose of this Article is to ensure that the County is advised of and consents to this conflict. Under the Rules of Professional Conduct the Firm is permitted to undertake this representation if both interested parties agree.

Given the structure of the county government and the unique nature of each board, commission or office of the County as well as the unique nature of current and future clients and their respective matters, the Firm does not believe the proposed representation of other clients' interests in these separate contexts would adversely affect the Firm's representation of Chief Deputy Gila County Attorney Shawn C. Fuller. Correspondingly, Firm's involvement with separate matters of the County would not adversely impact Firm's responsibilities to Firm's other clients.

Through further execution of this Agreement, County hereby agrees and consents that the Firm may continue to represent and/or undertake further representation of existing or new clients in any matter

that is not substantially related to our work for the County outside of this matter, even if the interests of such client in those other matters are directly adverse to the County. The Firm agrees, however, that the County' prospective consent to such conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of the Firm's representation of the County, the Firm has obtained proprietary or other confidential information of a non-public nature or is so extraordinary, that, if known to such other client, could be used in any manner by that client to the County's material disadvantage.

The Firm will institute the following procedures within the firm to assure that confidential information regarding the County's matter remains protected:

- (a) an ethical wall will be established between the lawyers, paralegals and support staff working on the County's matter from the lawyers, paralegals and support staff who will provide legal assistance to conflicting new or existing clients;
- (b) communications between the two sets of lawyers, paralegals and support staff will be prohibited with respect to the respective matters they are handling concerning the County and conflicting new or existing clients;
- (c) files on the relevant matters maintained by the two sets of lawyers, paralegals and staff will be isolated and segregated to prevent access by the other group.

By signature of the Gila County Manager to this Agreement, Gila County acknowledges having read this Article and understanding it. Gila County further acknowledges that it has had the opportunity to consult with counsel of my choice other than the Firm, and either has done so or decided not to at its own discretion.

By signing this Agreement, the Gila County Gila County Manager is giving the County's consent to the Firm to allow it to undertake the above-described representation.

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY MANAGER

Polsinelli Shughart PC

Don E. McDaniel Jr.

Date _____



Signature

Edward F. Novak

Print Name

4/17/13

Date _____

APPROVED AS TO FORM:

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



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

**Explanation of the Gila County Attorney's Office
"Approval as to Form" Review**

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

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

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

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

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

ARF-2507

Regular Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Kendall Rhyne, Court Administrator
Submitted By: Sylvia Hernandez, Probation Officer Manager, Superior Court

Department: Superior Court **Division:** Probation Department

Information

Request/Subject

Adopt Proclamation 2014-07 proclaiming May 2014 as "National Drug Court Month" in Gila County and presentation of a plaque of appreciation by Kendall Rhyne, Chief Probation Officer/Court Administrator, to Honorable Robert Duber II for 12 years of service to the Gila County Drug Court Program.

Background Information

The National Association of Drug Court Professionals has encouraged the counties, cities and towns to actively promote Drug Court Programs. For the past 15 years, Gila County Superior Court has continuously helped rehabilitate offenders coming through the criminal justice system by offering alternatives to prison by participation in the Drug Court Program.

Honorable Robert Duber II has presided over the Gila County Drug Court Program for more than 12 years and has helped hundreds of addicted citizens to overcome their addiction, avoid going to prison and change their lives to become productive members of the community.

Evaluation

Substance abuse is a major social crisis in our society and all over the country addiction is affecting individuals, families and children directly or indirectly.

Conclusion

It is appropriate to place this issue before the Board of Supervisors at this time to adopt Proclamation 2014-07 to proclaim May 2014 as National Drug Court Month in Gila County.

Recommendation

It is recommended that the Board of Supervisors adopt Proclamation 2014-07 to proclaim May 2014 as National Drug Court Month in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2014-07 proclaiming May 2014 as "National Drug Court Month" in Gila County. Presentation of plaque of appreciation by Kendall Rhyne, Chief Probation Officer/Court Administrator, to Honorable Robert Duber II, Gila County Superior Court Judge. **(Kendall Rhyne)**

Attachments

Proclamation 2014-07



PROCLAMATION NO. 2014-07

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, TO PROCLAIM MAY 2014 AS “NATIONAL DRUG COURT MONTH” IN GILA COUNTY

WHEREAS, 2014 marks the 15th anniversary of the Gila County Drug Court, and

WHEREAS, over the past fifteen years Gila County Drug Courts have served over 500 individuals; and

WHEREAS, Drug Courts are now recognized as the most successful criminal justice intervention in our nation’s history; and

WHEREAS, 75% of Drug Court graduates will never see another pair of handcuffs; and

WHEREAS, Drug Courts significantly improve substance-abuse treatment outcomes, substantially reduce drug abuse and crime, and do so at less expense than any other justice strategy; and

WHEREAS, Drug Courts facilitate community-wide partnerships, bringing together public safety and public health professionals in the fight against drug abuse and criminality; and

WHEREAS, there are now 2,840 Drug Courts nationwide; and

WHEREAS, Drug Courts are the cornerstone of criminal justice reform sweeping the nation; and

WHEREAS, Drug Courts demonstrate that when one person rises out of drugs and crime, we ALL RISE; and

WHEREAS, the time has come to put a Drug Court within reach of every eligible person in need.

NOW, THEREFORE, we, the members of Gila County Board of Supervisors do hereby proclaim May 2014 as “National Drug Court Month” in Gila County.

PASSED AND ADOPTED this 6th day of May 2014.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Michael A. Pastor, Chairman

ARF-2520

Regular Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Tommie
Martin,
Member, Board
of Supervisors

Submitted By:
Cheryl Sluyter, Executive Assistant,
Board of Supervisors-District 1

Department: Board of Supervisors-District 1

Fiscal Year: 2013/2014 Budgeted?: No

Contract Dates 7-1-14 to Grant?: No

Begin & End: 6-30-24

Matching Yes Fund?: New

Requirement?:

Information

Request/Subject

Gila Community College-Payson Campus Funding Request

Background Information

On February 4, 2014, Dr. Stephen Cullen, Executive Dean of Gila Community College, submitted a proposal to request the Board of Supervisors for Gila County to provide funding assistance for the construction of a cosmetology lab at the Payson College Campus. No Board action was taken at that time.

Evaluation

Northern Arizona Vocational Institute of Technology (NAVIT) has increased their initial pledge of +/- \$40,000 to a pledge of approximately \$160,000, for the modular building and the retrofitting and furnishing of the same, contingent upon classes in the Payson building commencing on August 1, 2014. Bids opened last Friday, April 25, 2014, and site preparation bids were received from 2 qualified bidders capable of site completion within the very short 90-day time frame and the low bid was \$84,535 for the prep work and for the retrofitted building to be placed and ready for an August 1, 2014, class starting date.

The College has paid for the development of the project scope of work and will be responsible for paying an additional cost of \$46,483 should the project move forward. This amount is in addition to the funds provided by the County and these funds will be used for things such as sidewalks, landscaping, exterior upgrades to the building, etc.

Conclusion

Gila Community College is requesting that Gila County provide full funding for the site preparation for the cosmetology lab to not exceed the exact bid amount of \$84,535.

Recommendation

It is the recommendation of Tommie Martin, Supervisor District 1, that the Board of Supervisors authorize funding in the amount of \$84,535 to fully fund the site preparation for a cosmetology lab at the Payson Campus of Gila Community College.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. 042814) between Gila County and Gila Community College District (Provisional) to provide an economic development grant in the amount \$84,535 to be used for the site preparation for a cosmetology lab at the Payson Campus of Gila Community College. **(Dr. Stephen Cullen)**

Attachments

IGA between Gila County and Gila Community College District (Provisional)

Contract between Gila Community College and Division Nine Contracting, Inc.

IGA between Gila Community College and NAVIT

Bid 1

Bid 2

GCC Invoice

Deposit Invoice

Bid form for Modular

Notice of Intent to Receive bids

Legal Explanation

INTERGOVERNMENTAL AGREEMENT NO. 042814
BETWEEN
THE GILA COUNTY COMMUNITY COLLEGE DISTRICT (PROVISIONAL)
AND
GILA COUNTY
PERTAINING TO ECONOMIC DEVELOPMENT
FOR FUNDING FOR SITE PREP FOR COSMETOLOGY LAB

This Intergovernmental Agreement is made and entered into by and between **GILA COMMUNITY COLLEGE DISTRICT** ("College"), a provisional Arizona community college district pursuant to A.R.S. §§15-1409, and **GILA COUNTY** ("County"), a political subdivision of the State of Arizona, hereinafter collectively referred to as "the Parties."

RECITALS

WHEREAS, this Intergovernmental Agreement ("IGA") is authorized pursuant to A.R.S. §§ 11-951, et seq., A.R.S. § 11-254.04 and A.R.S. § 15-1444; and,

WHEREAS, the Parties have a mutual interest in economic development in Gila County as a result of the downturn in the national economy; and,

WHEREAS, Gila County residents have been affected by the economic downturn and are in need of vocational and skills training; and,

WHEREAS, College is engaged in the provision of secondary education services and additionally provides vocational training, retraining and small business development opportunities for Gila County residents; and,

WHEREAS, the Gila County Board of Supervisors has determined to assist the College with the advancement of education facilities;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

- I. County agrees to provide the funding to the College for the site preparation for the construction of a cosmetology lab at the Gila Community College-Payson Campus in Payson, Arizona, in an amount not to exceed Eighty-Four Thousand, Five Hundred Thirty-Five (\$84,535) dollars.

- II. The term of this agreement shall be from May 6, 2014, to August 1, 2014.
- III. College agrees to enhance/improve its vocational training curriculum in order to prepare young people to enter the current job market and to address reemployment of Gila County residents affected by corporate layoffs and small business closures. By establishing a Cosmetology lab on the Payson Campus, it will add another opportunity for vocational training.
- IV. College's facilities include:
- Gila Pueblo Campus
8274 S. Six Shooter Canyon Road
Globe, Arizona 85501
 - Occupational Center (*commonly known as "the Armory"*)
4053 E. Hwy 60-70, Building A
Miami, Arizona 85539
 - Rim Country Campus
201 Mud Springs Road
Payson, AZ 85541
- V. Representatives of the Parties:
The Gila County Manager and the College's Senior Dean, or their designee, shall serve as their entity's respective representative.
- VI. General Provisions:
- a. Should a dispute arise regarding the interpretation of this IGA, the Representatives of the Parties shall attempt to resolve the same within five (5) days. If unable to do so, the Chairman of the Board of Supervisors and the President of the Governing Board shall make such efforts, as necessary, to resolve any such dispute. The terms of a resolution to any dispute arising out of this IGA shall be substantiated in writing.
 - b. Any dispute not resolved pursuant to paragraph (1) of this Section shall be submitted to arbitration as set forth I A.R.S. §12-1518.
 - c. This IGA may be terminated in accordance with the provisions of A.R.S. §38-511.
 - d. All notices or demands upon the Parties shall be in writing and delivered to:

Gila Community College 8274 Six Shooter Canyon Road Globe, Arizona 85501	Gila County Procurement Group 1400 East Ash Street Globe, Arizona 85501
<u>or</u>	
P.O. Box 2656 Globe, Arizona 85502	
 - e. Attached hereto and incorporated herein by reference is the determination of each Party's legal counsel of their respective authority to enter into this IGA and, further, that the IGA is in proper form.

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

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

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

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

VII. Notice of Dual Representation.

The parties to this Intergovernmental Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement No. 042814, this _____ day of _____, 20_____.

GILA COMMUNITY COLLEGE

GILA COUNTY

By: _____
Title: Samuel I. Moorhead,
President, Governing Board

By: _____
Title: Michael A. Pastor,
Chairman, Board of Supervisors

Date: _____

Date: _____

ATTEST

ATTEST

By: _____
Title: B. Stephen Cullen,
Sr. Dean, Gila Community College District

By: _____
Title: Marian Sheppard,
Clerk of the Board of Supervisors

**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COMMUNITY COLLEGE** has been submitted to the undersigned as attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.

DATED this _____ day of _____, 20_____.

Bradley D. Beauchamp, Gila County Attorney

By: _____
Title: Bryan B. Chambers,
Deputy Attorney Principal

**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COUNTY** has been submitted to the undersigned as attorney for **GILA COMMUNITY COLLEGE**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COMMUNITY COLLEGE**.

DATED this _____ day of _____, 20_____.

Bradley D. Beauchamp, Gila County Attorney

By: _____
Title: Bryan B. Chambers,
Deputy Attorney Principal



Division Nine Contracting, Inc.

4047 E. Superior Ave., Phoenix AZ 85040

(602) 437-8900 Fax (602) 437-5368

www.divisionnineinc.com / info@divisionnineinc.com

ROC 159438 / 089827 / 094309

STANDARD CONSTRUCTION AGREEMENT

DATE OF AGREEMENT 04/28/2014

ARTICLE 1 – CONTRACTOR AND OWNER

BETWEEN the Contractor:

Division Nine Contracting, Inc.
4047 E. Superior Ave.
Phoenix AZ. 85040

And the Owner:

Name: Gila Community College

Address: 8274 Six Shooter Canyon Road, Globe AZ 85502

Owner's Agent: Steve Cullen

Address:

Architect:

N/A

The Designer is:

N/A

The Owner and Contractor agree as follows.

ARTICLE 2 – SCOPE OF WORK

PER PROPOSAL SEE ATTACHMENT “A”

ARTICLE 3 - CONTRACT PRICE

LUMP SUM CONTRACT AMOUNT FOR BASE BID: \$84,535.00
(Eighty four thousand five hundred thirty five dollars)

NOTE: OWNER APPROVED ALTERNATES TO BE ADDED TO CONTRACT AMOUNT.

ARTICLE 4 - PAYMENTS

Owner agrees to pay Contractor, in current funds, to perform all work listed in Article 2. Owner also agrees, that if funding for any part of this contract is from a mortgage or other type of loan, that said funding will allow payments to contractor as described in this section, and that no retention is to be held on any payments.

4.1 DEPOSITS

- 4.1.1** The contractor is to receive a deposit in the amount of 20% of the overall lump sum contract price prior to start of project.
- 4.1.2** Deposits for total amount of any/all Special Order or Custom items ordered for this project to be paid by the Owner prior to ordering of such items. Deposits to be invoiced separate as necessary to meet project schedule

4.2 MONTHLY PROGRESS PAYMENTS

- 4.2.1** Monthly progress payments are to be made to the contractor based on percentage of completion.
- 4.2.2** Application for progress payments received by the Owner by the 25th of the month for work completed by the end of that same month are due no later than **Ten (10)** days after Contractor’s invoice is received by the Owner. If an application for payment is received by the Owner after the date fixed above, payment shall be made by the Owner not later than **Fifteen (15)** days after the Owner receives the Application for Payment.
- 4.2.3** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

4.3 FINAL PAYMENT

- 4.3.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:
 - a.** the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Paragraph 17.2, and to satisfy other requirements, if any, which extend beyond final payment; and
 - b.** a final Certificate for Payment has been issued by the Contractor.
- 4.3.2** The Owner’s final payment to the Contractor shall be made no later than **15** days after the issuance of the Contractor’s final Certificate for Payment.

ARTICLE 5 - ENUMERATION OF CONTRACT DOCUMENTS

5.1 The Contract Documents are listed in Article 6 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

ARTICLE 6 - GENERAL PROVISIONS

6.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

6.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner/Agent and a Subcontractor or sub-subcontractor, (3) between the Owner/Agent and Architect or (4) between any persons or entities other than the Owner/Agent and Contractor.

6.3 THE WORK

The term 'Work' means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractors obligations. The Work may constitute the whole or a part of the Project.

6.4 EXECUTION OF THE CONTRACT

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

ARTICLE 7 – OWNER

7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

7.1.1 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

7.2 OWNERS RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3 OWNERS RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after 10 days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

ARTICLE 8 – CONTRACTOR

8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

8.1.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, omissions or inconsistencies discovered by the Contractor shall be reported promptly to the Owner.

8.1.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Owner.

8.2 SUPERVISION AND CONSTRUCTION PROCEDURES

8.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall be fully and solely responsible for the jobsite safety thereof unless the Contractor gives timely written notice to the Owner that such means, methods, techniques, sequences or procedures may not be safe.

8.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

8.3 LABOR AND MATERIALS

8.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

8.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.3.3 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

8.3.4 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Owner accordance with a Change Order.

8.4 WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

8.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes which are legally enacted when bids are received or negotiations concluded.

8.6 PERMITS, FEES AND NOTICES

8.6.1 Contractor is not responsible for building permit.

8.6.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith. If the Contractor performs Work that is contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

8.7 SUBMITTALS

8.7.1 The Contractor shall review for compliance with the Contract Documents, approve in writing and submit to the Owner Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall be in accordance with approved submittals.

8.7.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

8.8 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

8.9 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

8.10 CLEAN UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

8.11 ACCESS TO WORK

The Contractor shall provide the Owner access to the Work in preparation and progress wherever located.

8.12 INDEMNIFICATION

8.12.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 16.3, the Contractor shall indemnify and hold harmless the Owner from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they maybe liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph .

8.12.2 In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 8.12.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 9 - CLAIMS AND DISPUTES

9.1 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

9.2 Claims, disputes and other matters in question arising out of or relating to the Contract that are not resolved by mediation, except matters relating to aesthetic effect, shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration and (3) the interest or responsibility of such person or entity in the matter is not insubstantial.

9.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- a. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- b. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

ARTICLE 10 – SUBCONTRACTORS

10.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

10.2 The Contractor shall not contract with any Subcontractor to whom the Owner/Agent has made reasonable and timely objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

10.3 Contracts between the Contractor and Subcontractors shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner.

ARTICLE 11 - OWNERS RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

11.1 The Owner reserves the right to perform construction or operations related to the Project with the Owners own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. Any/all of these items to conform to schedule generated by Contractor, if the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Paragraph 9.1.

11.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

11.3 The Owner shall reimburse the Contractor for supervisory and administrative costs at the rate of 15% of the Owners separate subcontractor's total contract amount when Owners separate contractors are used. In addition the Owner shall reimburse the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 12 - CHANGES IN THE WORK

12.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor.

12.2 The cost or credit to the Owner from a change in the Work shall be determined and mutually agreed to by the Contractor and Owner prior to execution of written change order.

12.3 The Owner/Agent will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

12.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted.

ARTICLE 13 – TIME

13.1 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Contractor determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Contractor may determine.

13.2 SUBSTANTIAL COMPLETION: Substantial Completion is defined as approval of final inspection from Jurisdiction of Authority or final approval from owner or owner's agent. Contractor is to achieve "Substantial Completion" within 120 calendar days after start of construction.

ARTICLE 14 - PAYMENTS AND COMPLETION

14.1 APPLICATIONS FOR PAYMENT

14.1.1 Payments shall be made as provided in Article 4 of this Agreement. Applications for Payment shall be in standard AIA form.

14.1.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

14.2 PAYMENTS TO THE CONTRACTOR

14.2.1 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

14.2.2 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

14.4 FINAL COMPLETION AND FINAL PAYMENT

14.4.1 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

14.4.2 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 15 - PROTECTION OF PERSONS AND PROPERTY

15.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- a. employees on the Work and other persons who may be affected thereby;
- b. the Work and materials and equipment to be incorporated therein; and
- c. other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner or by anyone for whose acts either of them maybe liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations.

15.2 HAZARDOUS MATERIALS

15.2.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos, polychlorinated biphenyl (PCB), or Mold encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

15.2.2 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 16 – INSURANCE

16.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations, and shall include Completed Operations Coverage. Certificates of Insurance acceptable to the Owner/Agent shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

16.1.1 The Contractor is to include the Owner as an additional insured on the Contractor's Liability insurance.

16.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

16.3 DELETED

16.4 PROPERTY INSURANCE

16.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph **16.4** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

16.4.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least **30** days' prior written notice has been given to the Contractor.

ARTICLE 17 - CORRECTION OF WORK

17.1 Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

17.2 In addition to the Contractor's obligations under Paragraph **8.4**, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

17.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph **7.3**.

17.4 The one year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article **17**.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

18.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other.

18.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

18.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

18.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

As between Owner/Agent and Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued:

- a. not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion;
- b. not later than the date of issuance of the final Certificate for Payment for acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to the issuance of the final Certificate for Payment; and
- c. not later than the date of the relevant act or failure to act by the Contractor for acts or failures to act occurring after the date of the final Certificate for Payment.

ARTICLE 19 - TERMINATION OF THE CONTRACT

19.1 TERMINATION BY THE CONTRACTOR

If the Owner fails to make payment for a period of **30** days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner or his Agents, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project.

19.2 TERMINATION BY THE OWNER

19.2.1 The Owner/Agent may terminate the Contract if the Contractor:

- a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- c. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- d. otherwise is guilty of substantial breach of a provision of the Contract Documents.

19.2.2 When any of the above reasons exists, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

19.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 19.2.1., the Contractor shall not be entitled to receive further payment until the Work is finished.

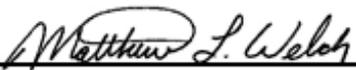
19.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 20 - OTHER CONDITIONS OR PROVISION

- 20.1 Deposits for any/all special order items will be invoiced separately and must be paid prior to ordering.
- 20.2 Division Nine Contracting will not be responsible for any costs due to hidden conditions.
- 20.3 Owner to supply water and power for duration of construction at no cost to contractor.

This Agreement entered into as of this 28th day of April in the year of 2014

Owner (signature)



Contractor (signature)

(Printed name)

Matthew L. Welch – Project Manager
(Printed name and title)

BEGIN ATTACHMENT "A"
BID FORM

RFP#: 100-400-3

PROJECT: NEW COSMETOLOGY CLASSROOM – PAYSON CAMPUS

BID DATE: APRIL 25TH, 2014 BY 1:00 PM.

BID LOCATION: SEALED BIDS TO BE DELIVERED TO GCC GILA PUEBLO CAMPUS ADMINISTRATION OFFICE IN GLOBE AZ. FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED.

We the undersigned, propose to do all the work and furnish all the labor and materials necessary for the scope of work. We also declare that we have examined the site and understand the scope of the project. We also agree to hold the bid open for at least 30 days after submitting bid.

Lump Sum Base Bid to include:

DESCRIPTION:

GENERAL REQUIREMENTS:

Includes Project management & supervision, temporary enclosures/fencing, barricades and portable sanitation

SITE CONSTRUCTION:

Includes shrub & tree removal, grading and compaction of pad for new modular, demolition and patch back of asphalt.

CONCRETE:

Includes new 5' wide sidewalks at perimeter of new classroom, footings for new roof cover, sidewalk approaches/ramps per ADA requirements from parking areas and footing for sewer pump if required.

MASONRY:

Enclosure for new sewer pump

MECHANICAL:

Includes new underground sewer line, sewer grinder pump, new water line and meter, excavation and backfill as necessary, connections at new modular.

ELECTRICAL:

Includes underground conduit from existing power pole at Mud Springs Rd. to new building, new 400 AMP service at new building, connection to panels on modular, new 100 AMP sub-panel for owner required outlets, excavation, backfill and patch-back of asphalt as necessary.

LUMP SUM BASE BID \$ 84,535.00

ADDENDA:

We acknowledge the following addenda: none

CLARIFICATION: Per direction of Gila County, neither base bid nor alternates includes any cost of pad preparation for new modular building or trenching for underground utilities, which is to be performed by County resources.

ALTERNATES:

DESCRIPTION	AMOUNT
1. Install insulated cement stucco assembly with integral color at exterior of new modular classroom building.	<u>\$ 10,005.00</u>
2. Install 5' wide cover over sidewalk at perimeter of building.	<u>\$ 19,148.00</u>
3. Allowance for new primary line and transformer per APS	<u>\$ 11,380.00</u>
4. Allowance for Electrical Engineering.	<u>\$ 1,000.00</u>
5. Allowance for Engineering/plans/submittal for grading and drainage.	<u>\$ 4,950.00</u>

VOLUNTARY ALTERNATE:

Allowance for purchase and installation of Modular Building **\$88,220.00**

Submitted by:

Contractor: Division Nine Contracting, Inc.

By: Matthew L. Welch **Date** 04/22/2014

Title: Project Manager

Address: 4047 E. Superior Ave., Phoenix AZ 85040

Telephone: (602) 437-8900 **Fax** (602) 437-5368

Email mattw@divisionnineinc.com

License No. ROC 159438, 089827, 094309

END ATTACHMENT "A"

INTERGOVERNMENTAL AGREEMENT
by and between
NAVIT
and
GILA COUNTY COMMUNITY COLLEGE

This Intergovernmental Agreement (“Agreement”) is entered into this __ day of _____, 2014, by and between the Northern Arizona Vocational Institute of Technology (NAVIT) (the “JTED”) and Gila County Community College District, also known as GCC (the “College”), hereinafter referred to individually as “Party” and collectively as the “Parties”, for the joint establishment of a Cosmetology Program;

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to A.R.S. §11-952, A.R.S. §15-342(13), A.R.S. §15-393(K) and A.R.S §15-1444(E);

WHEREAS JTED desires to provide funding to College to establish a Cosmetology Program as defined below in Section 4(A)(2)(m) of this Agreement; and

WHEREAS College desires to utilize funding from JTED to purchase a modular building to house the Cosmetology Program (as described in the attached Exhibit A and hereinafter referred to as the “Building”) and Cosmetology Program Equipment (as described in the attached Exhibit B and hereinafter referred to as the “Equipment”) in order to establish an support the Cosmetology Program; and

NOW THEREFORE, in consideration of the mutual agreements set forth, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which JTED will provide College with funding for College to utilize to establish a Cosmetology Program.

2. Term

This Agreement shall commence and be effective on July 1, 2014 (the “Commencement Date”), and shall terminate on June 30, 2024 (the “Date of Termination”), unless terminated by any Party as provided for in this Agreement. Payment, performance and obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.

3. Termination

- A. This Agreement may be terminated by either Party upon written notice to the other Party given no later than Thirty (30) days prior to the end of the then current College academic semester. Said termination shall not become effective until the end of the current semester in which notice is given.
- B. In the event that the College fails to comply with or observe any provision of this Agreement, in addition to any other remedy that may be available to the JTED by reason of such failure, whether at law or in equity, the JTED may immediately terminate this Agreement and all rights of College hereunder by providing written notice of termination to College.
- C. Upon termination of this Agreement, all property purchased by College utilizing funds provided by JTED pursuant to Section 4(A)(1) of this Agreement shall remain the property of College. All property purchased by a Party to this Agreement utilizing its own funds shall remain the property of the purchasing Party and shall be returned to that Party by the other Party when no longer in use or upon termination, whichever is sooner.
- D. In the event JTED terminates this Agreement prior to the Date of Termination as a result of a College failure to comply with or observe any provision of this Agreement, the Agreement is terminate pursuant to Section 5 of this Agreement, or College terminates this Agreement pursuant to Section 3(A) of this Agreement, the College shall repay JTED the full amount of funds, subtracting any payments made by College to JTED pursuant to Section 4(A)(2)(1), provided by JTED pursuant to Section 4(A)(1) of this Agreement within Sixty (60) calendar days of the effective date of termination.

4. Obligations of the Parties

A. Responsibilities.

(1) Responsibilities of JTED.

- a. JTED shall provide College with One Hundred Sixty Two Thousand Eight Hundred Dollars (\$162,800.00) for use by College to purchase the Building and the Equipment.
- b. JTED shall review with the College the Equipment (as described in Exhibit B) proposed by College for purchase with JTED funds provided pursuant to Section 4(A)(1)(a) above. JTED review of said Equipment shall include, but not be limited to, fitness for use in the Cosmetology Program and prudent use of JTED funds by College as determined in the sole discretion of JTED. College

purchases of Equipment with JTED funds are contingent on College obtaining prior written approval from JTED.

- c. JTED shall review with the College the Building (as described in Exhibit A) proposed by College for purchase with JTED funds provided pursuant to Section 4(A)(1)(a) above. JTED review of said Building shall include, but not be limited to, fitness for use in the Cosmetology Program and prudent use of JTED funds by College as determined in the sole discretion of JTED. College purchases of Equipment with JTED funds are contingent on College obtaining prior written approval from JTED.
- d. JTED shall act as a consultant to College during the Building and Equipment installation and construction processes.
- e. JTED shall submit requests for information to College in writing to the address listed and to the College officer outlined in Section 12 below. JTED in its sole discretion may elect to submit its written request for information via email or fax to the appropriate College officer.

(2) Responsibilities of College.

- a. College shall utilize funds provided by JTED pursuant to Section 4(A)(1) for the purchase of the Building and Equipment only.
- b. College shall obtain written approval of JTED prior to finalizing purchases or committing any funds provided by JTED pursuant to Section 4(A)(1).
- c. College shall be solely responsible to perform, and solely liable for any liability arising from, any and all procurement processes required by applicable law for the purchase, installation, construction, and maintenance of the Equipment and the Building.
- d. College shall be solely liable for any and all liability arising from the purchase, installation, construction, and maintenance of the Equipment and the Building.
- e. College will provide all staff, contractors, facilities, equipment, supplies, utilities, maintenance, property and liability insurance, and oversight to facilitate the installation, construction, and maintenance of the Building and the Equipment.
- f. College warrants that College is in, and College's current and valid operating policies contain provisions to ensure, compliance with

the applicable portions of Arizona Revised Statutes Title 41, Chapter 25 *et. seq.*

- g. College will comply with all safety procedures in order to meet applicable State and Federal regulations.
- h. College shall consult with JTED during the Building and Equipment installation and construction processes.
- i. College shall respond to JTED requests for information in writing no less than Five (5) business days from the date of receipt of said request.
- j. College's overhead and administrative costs are the responsibility of the College.
- k. College shall abide by and comply with all applicable State, Federal, and Local laws.
- l. College shall repay JTED in the total amount of Fifty One Thousand Four Hundred Dollars (\$51,400.00). This repayment shall be made in equal annual monthly installments of \$458.00 due no later than July 1st of each year for which this Agreement is in effect. College may choose to repay the entire amount due pursuant to this sub-section in advance at any time during the term of this Agreement without any penalty.
- m. College shall create and maintain a Cosmetology Program designed to lead College and JTED students to a career in cosmetology. The Cosmetology Program shall consist of a minimum of Four (4) College semesters of College approved curriculum designed to lead College and JTED students to satisfying the Arizona State Board of Cosmetology requirement of 1600 clock hours. The Cosmetology Program shall prepare College and JTED students to successfully pass the Arizona State Board of Cosmetology licensing exam.
- n. College shall create and maintain an active advisory council to review the content and quality of the Cosmetology Program. The Cosmetology Program advisory council shall include at a minimum a representative chosen by JTED, a representative chosen by College and a local licensed cosmetologist agreed upon by the advisory council representatives of College and JTED. The Cosmetology Program advisory council shall meet no less than one time per year and no later than June 30th of each year this Agreement is in effect.

- o. College hereby acknowledges and agrees that any failure by College to perform its responsibilities pursuant to this Section to the satisfaction of JTED shall be considered a material breach of this Agreement.

B. Cosmetology Program Courses. Both Parties hereby agree that College shall for the duration of this Agreement conduct annual Cosmetology Program courses which shall be further detailed and agreed upon by College and JTED in a separate IGA. College shall ensure that JTED students will have access to no less than Twenty (20) enrollment spaces in the Cosmetology Program for each JTED academic year for which this Agreement is in effect.

5. Cancellation for Conflict of Interest

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

6. Non-discrimination

The Parties shall comply with Executive Order 2009-09 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.

7. Insurance

College and JTED each represent and warrant to the other that it shall at all times retain insurance coverage in compliance with State laws and shall name the other Party as an additional insured.

8. Employees

An employee of any Party to this Agreement who works under the jurisdiction or control of or within the jurisdictional boundaries of another Party to this Agreement pursuant to this Agreement is deemed to be an employee of both public agencies for the purposes of Arizona workers' compensation law, and A.R.S. §23-1022. The primary employer shall be solely liable for the payment of workers' compensation benefits.

9. Mutual Indemnification

Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Parties (as “Indemnitees”) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as “claims,” arising out of bodily injury or any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. Notwithstanding any other provision of this Agreement to the contrary, any agreement by the Indemnitor to defend, hold harmless or indemnify the Indemnitee shall be limited to, and payable only from, the Indemnitor’s available insurance or self-insurance coverage for liability assumed by contract, if any, available as a part of its general liability insurance program.

10. Applicable Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona. Unless otherwise stated in this Agreement, JTED shall operate under the provisions of A.R.S. Title 15, Ch. 3, Art. 6 (§§15-391 through 15-396), as amended.

11. Mediation

Neither Party may file a claim against the other without first participating in good faith in mediation with a trained and impartial mediator. The Parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a Party for representation by an attorney at the mediations, if such representation is desired.

12. Notice

Any notice required or permitted under the terms of this Agreement shall be deemed given or served if sent by certified mail, return receipt requested, postage prepaid, to:

JTED
Matthew G. Weber, Superintendent
NAVIT
951 West Snowflake Boulevard
Snowflake, AZ 85937
Phone: 928-536-6100
Fax: 928-536-7287

COLLEGE
Governing Board President
Gila County Community College
P.O. Box 2656
Globe, AZ 85505
Phone: 928-425-8481
Fax: 928-425-8492

13. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. This Agreement is effective as of the date first written above.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
Signature pages and Exhibits follow

IN WITNESS HEREOF, the parties sign this Agreement:

NORTHERN ARIZONA VOCATIONAL INSTITUTE OF TECHNOLOGY (NAVIT)

Dated this ____ day of _____, 2014, upon resolution of the JTED Governing Board approving this Agreement and authorizing its Superintendent to sign below:

By: _____

Matthew G. Weber

Title: NAVIT Superintendent

Attorney approval:

This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the JTED Governing Board.

By: _____

Legal Counsel for JTED

GILA COMMUNITY COLLEGE DISTRICT

Dated this ____ day of _____, 2014, upon resolution of the District Governing Board of the Gila County Community College District, approving this Agreement and authorizing its President to sign below:

By: _____

Title: GCC Governing Board President

This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Governing Board of Gila County Community College District.

By: _____

Legal Counsel for the Gila County Community College District

BID FORM

RFP#: 100-400-3

PROJECT: NEW COSMETOLOGY CLASSROOM – PAYSON CAMPUS

BID DATE: APRIL 25TH, 2014 BY 1:00 PM.

BID LOCATION: SEALED BIDS TO BE DELIVERED TO GCC GILA PUEBLO CAMPUS ADMINISTRATION OFFICE IN GLOBE AZ. FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED.

We the undersigned, propose to do all the work and furnish all the labor and materials necessary for the scope of work. We also declare that we have examined the site and understand the scope of the project. We also agree to hold the bid open for at least 30 days after submitting bid.

Lump Sum Base Bid to include:

DESCRIPTION:

GENERAL REQUIREMENTS:

Includes Project management & supervision, temporary enclosures/fencing, barricades and portable sanitation

SITE CONSTRUCTION:

Includes shrub & tree removal, grading and compaction of pad for new modular, demolition and patch back of asphalt.

CONCRETE:

Includes new 5' wide sidewalks at perimeter of new classroom, footings for new roof cover, sidewalk approaches/ramps per ADA requirements from parking areas and footing for sewer pump if required.

MASONRY:

Enclosure for new sewer pump

MECHANICAL:

Includes new underground sewer line, sewer grinder pump, new water line and meter, excavation and backfill as necessary, connections at new modular.

ELECTRICAL:

Includes underground conduit from existing power pole at Mud Springs Rd. to new building, new 400 AMP service at new building, connection to panels on modular, new 100 AMP sub-panel for owner required outlets, excavation, backfill and patch-back of asphalt as necessary.

LUMP SUM BASE BID \$ 95,313.00

ADDENDA:

We acknowledge the following addenda: none

ALTERNATES:

DESCRIPTION	AMOUNT
1. Install insulated cement stucco assembly with integral color at exterior of new modular classroom building.	<u>\$ 12,142.00</u> <i>JAM</i>
2. Install 5' wide cover over sidewalk at perimeter of building.	<u>\$ 24,982.00</u> <i>JAM</i>
3. Allowance for new primary line and transformer per APS	<u>\$ 13,856.00</u> <i>JAM</i>
4. Allowance for Electrical Engineering.	<u>\$ 1,245.00</u> <i>JAM</i>
5. Allowance for Engineering/plans/submittal for grading and drainage.	<u>\$ 5,965.00</u> <i>JAM</i>

Submitted by:

Contractor: Redden Construction, Inc.

By: Michael S. Horvath Date 4-22-14

Title: President

Address: 4131 E. Wood St. Phoenix, AZ 85044

Telephone: 602.271.0595 Fax 602.340.9403

Email mhorvath@reddenconstruction.com

License No. 068045 B-01



Division Nine Contracting, Inc.

4047 E. Superior Ave., Phoenix AZ 85040

(602) 437-8900 Fax (602) 437-5368

www.divisionnineinc.com / info@divisionnineinc.com

ROC 159438 / 089827 / 094309

RFP# 100-400-3

Date: 04/22/2014

CLIENT: Gila Community College

PROJECT: New Cosmetology Classroom – Payson Campus

We are pleased to submit the attached Bid for your new Cosmetology Classroom at the Payson Campus. We have contacted all City, County, and State agencies, as well as all utilities that will be involved with the project and are confident we can offer you a turn-key package to help streamline the process and let you focus on more pertinent issues. Feel free to contact me at any time with any questions.

Respectfully,
Matthew L. Welch
Project Manager
(602) 469-5732

BID FORM

RFP#: 100-400-3

PROJECT: NEW COSMETOLOGY CLASSROOM – PAYSON CAMPUS

BID DATE: APRIL 25TH, 2014 BY 1:00 PM.

BID LOCATION: SEALED BIDS TO BE DELIVERED TO GCC GILA PUEBLO CAMPUS ADMINISTRATION OFFICE IN GLOBE AZ. FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED.

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Lump Sum Base Bid to include:

DESCRIPTION:

GENERAL REQUIREMENTS:

Includes Project management & supervision, temporary enclosures/fencing, barricades and portable sanitation

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CONCRETE:

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Enclosure for new sewer pump

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ADDENDA:

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ALTERNATES:

DESCRIPTION	AMOUNT
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4. Allowance for Electrical Engineering.	<u>\$ 1,000.00</u>
5. Allowance for Engineering/plans/submittal for grading and drainage.	<u>\$ 4,950.00</u>

VOLUNTARY ALTERNATE:

Allowance for purchase and installation of Modular Building **\$88,220.00**

Submitted by:

Contractor: Division Nine Contracting, Inc.

By: Matthew L. Welch **Date** 04/22/2014

Title: Project Manager

Address: 4047 E. Superior Ave., Phoenix AZ 85040

Telephone: (602) 437-8900 **Fax** (602) 437-5368

Email mattw@divisionnineinc.com

License No. ROC 159438, 089827, 094309

END ATTACHMENT "A"

INVOICE

INVOICE NO
201499

DIVISION NINE CONTRACTING INC.
4047 E SUPERIOR AVE
PHOENIX, AZ 85040
Phone: (602) 437-8900
Fax: (602) 437-5368

CUST GILA COUNTY COMMUNITY
COLLEGE
GLOBE AZ

PROJ PAYSON CAMPUS

NET 10 Days

Invoice for scope development and electrical engineering report on existing power for placement of new modular.

SCOPE DEVELOPMENT\$1,620.00

ELECTRICAL ENGINEERING SERVICES\$675.00

CURRENT PAYMENT DUE \$2,295.00

DIVISION NINE CONTRACTING INC
 4047 E SUPERIOR AVE
 PHOENIX, AZ 85040
 Phone: (602) 437-8900
 Fax: (602) 437-5368

INVOICE

INVOICE NO
 3324

CUST GILA COMMUNITY COLLEGE DIST.
 P.O. BOX 2656
 GLOBE, AZ 85502-2656

PROJ New Modular Classroom
 201 N. Mud Springs Rd.
 Payson AZ 85547

ACCOUNT NO	PROJ NUMBER	APPLICATION	INVOICE DATE	TERMS	PAGE
070605	14040	1	4/29/2014	COD	1

Application Notes:

Invoice for deposit per contract.

ORIGINAL CONTRACT SUM..... 125,628.54
 NET CHANGE BY CHANGE ORDERS.....0.00
 CONTRACT SUM TO DATE 125,628.54
 TOTAL COMPLETED AND STORED TO DATE25,125.71
 LESS PREVIOUS CERTIFICATES FOR PAYMENT0.00
 SALES TAX..... 1,077.89
CURRENT PAYMENT DUE 26,203.60

 BALANCE TO FINISH, PLUS RETAINAGE 100,502.83

BID FORM

28' X 68' MODULAR CLASSROOM BUILDING

AT PAYSON CAMPUS

201 N. MUD SPRINGS RD., PAYSON AZ.

1. Snow load per local requirements, center post OK.
2. T-grid ceiling
3. New wall framing.
4. New doors & windows.
5. 1/2" drywall throughout, textured and painted.
6. Electrical; modular to be Single Phase unit connected to new 400 AMP service installed by others, duplex receptacles, 2x4 recessed light fixtures.
7. New ADA restroom.
8. Flooring; 1/8" VCT tile and 4" vinyl base throughout.
9. Plumbing; add (3) European Cultured Marble Black Shampoo Bowls by Marble Products, (1) hand wash sink and (1) self rimming bar sink, water rough in, waste rough in, 50 gallon electric water heater.
10. Mechanical; Wall Mounted, Ducted HVAC Systems.
11. Cabinetry; base cabinets and countertop.
12. Exterior walls to be prepped to receive Cement Stucco by others.
13. Shipping to site.
14. Pad & Pier Above grade set, pressure treated skirting.
15. Connect to utilities, which are to be completed by others.
16. Modular to be used/repurposed and configured per specs.
17. Necessary engineering, permits, submittals and approval.
18. See attached Floor Plan.

LUMP SUM BASE BID WITH APPLICABLE TAXES \$ _____

Submitted by:

Supplier/manufacturer: _____

By: _____ **Date** _____

Title: _____

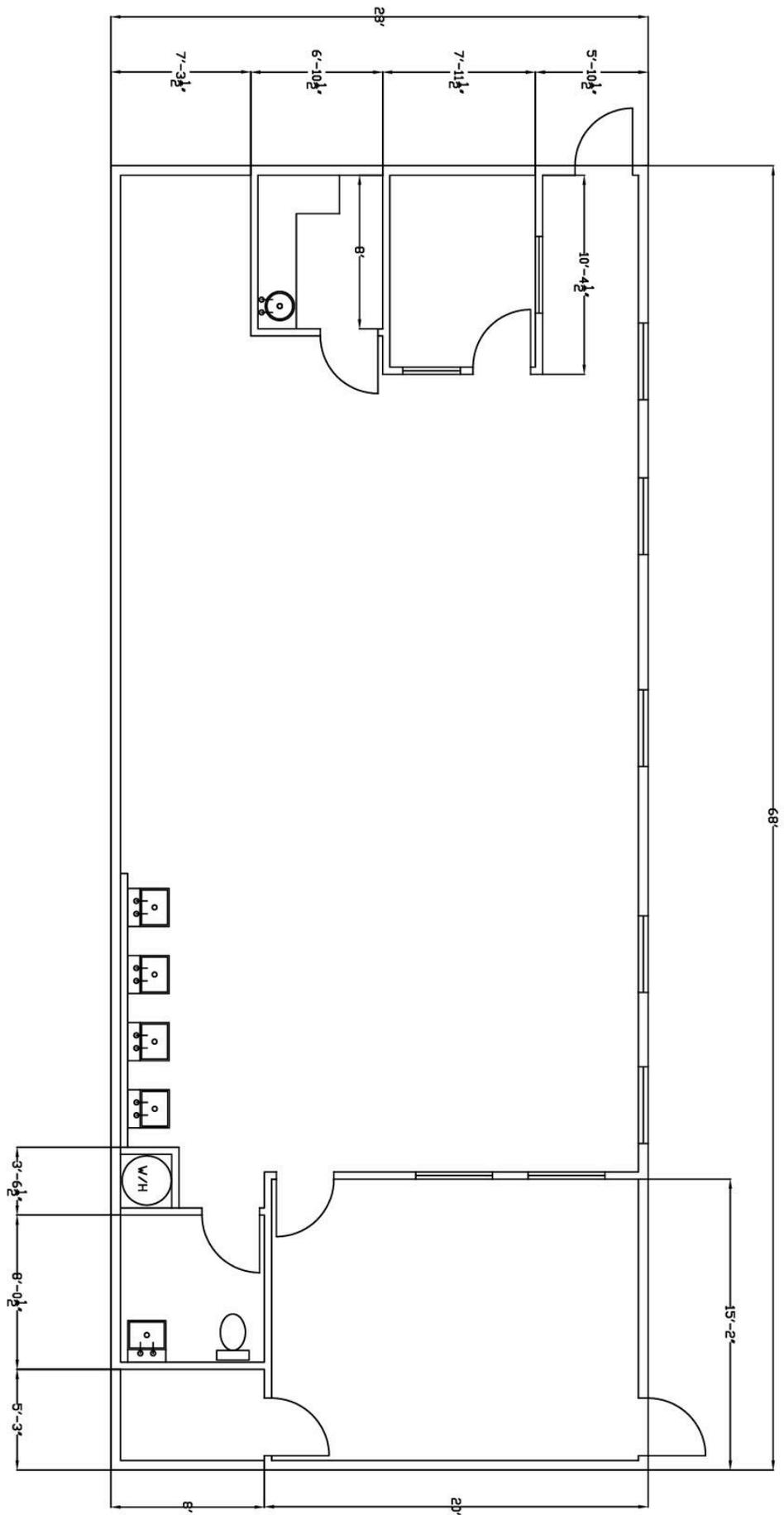
Address: _____

Telephone: _____ **Fax** _____

Email _____

License No. _____

NOTE: Attach additional pages if required.



Notice of Intent to receive bids

Gila Community College intends to receive bids for supply and installation of (1) 28' X 68' repurposed modular building for proposed Cosmetology Facility at the Payson Campus at 201 N. Mud Springs Road in Payson. Interested bidders can obtain scope, specifications and bid documents by requesting same by calling the Maintenance Supervisor or the Senior Dean at (928) 425-8481. The bid deadline shall be May 9 at 1 P.M. by sealed bid delivered to the GCC Gila Pueblo Campus Administration Office in Globe. Faxed bids will not be accepted. Only responsive and responsible bids shall be considered for the award of the project. Bids will be opened on May 9 at 2:00 P.M. at the Gila Pueblo Campus.



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-2494

Regular Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Robert Gould, Submitted By:

Community
Development
Division
Director

Robert Gould, Community Development
Division Director, Community
Development Division

Department: Community Development Division

Information

Request/Subject

Adoption of Proclamation No. 2014-06 proclaiming May as Building Safety Month.

Background Information

Each year the International Code Council Foundation celebrates Building Safety Month during the month of May with this years theme being "**Building Safety: Maximizing Resilience, Minimizing Risks**":

Evaluation

Building Safety Month will highlight four areas during the month of May: Keeping Fire in its Place; Helping Homeowners Weather the Storm; Surround Your Building with Safety; Building a Brighter, More Efficient Tomorrow. The main objective of Building Safety Month is to raise awareness of the critical safety issues that confront the homeowner.

Conclusion

Building Safety month emphasizes the importance of working towards the creation of a better living, working and playing environment.

Recommendation

The Community Development Division recommends that the Board of Supervisors proclaim the month of May 2014 as Building Safety Month and encourage everyone to participate in the various activities put on by the Building Safety Department.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2014-06 proclaiming May 2014 as Building Safety Month in Gila County. **(Bob Gould)**

Attachments

Proclamation 2014-06

Building Safety Month Week 1

Building Safety Month Week 2

Building Safety Month Week 3

Building Safety Month Week 4



PROCLAMATION NO. 2014-06

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING THE MONTH OF MAY 2014 AS BUILDING SAFETY MONTH.

WHEREAS, the International Codes, the most widely adopted building safety, energy, and fire codes in the nation, are used by most United States cities, counties, and states, and these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, and earthquakes; and

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown guardians of public safety and our local code officials who ensure us of safe, efficient, and livable buildings; and

WHEREAS, "Building Safety: Maximizing Resilience, Minimizing Risks," the theme for Building Safety Month 2014, encourages all Americans to raise awareness of the importance of building safe and resilient construction, fire prevention, disaster mitigations, backyard safety, energy efficiency, and new technologies in the construction industry; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT we, the Gila County Board of Supervisors encourage all citizens to consider projects to improve building safety and sustainability at home and in the community and to acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and property.

PASSED AND ADOPTED this 6th day of May 2014.

ATTEST:

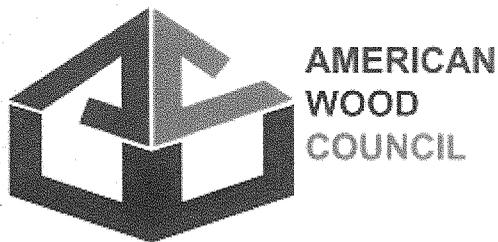
GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Code Officials: Keeping Fire in Its Place

Presenting Sponsor



www.awc.org

**Fire Safety**

By their design, building codes for residential construction are written so that compliant structures all provide the same levels of safety, regardless of principal materials used. As a result, when built according to code, wood-frame construction has a proven fire safety and performance record.

As the response and intensity of fire loads vary from incident to incident, the performance of all types of structures is unpredictable. Therefore, it is vital that firefighters understand methods of construction, the fire performance of different construction materials under varying conditions, and importantly, remain highly aware of their environment to ensure safe fire ground operations.

As an accredited publisher of building standards, the American Wood Council (AWC) ensures the continued regulatory acceptance of wood products, including specifications for fire resistance. Information on fire resistance for structural wood products used in residential construction is available from AWC at www.woodaware.info. Technical information on fire code requirements for wood can also be found in AWC's Code Conforming Wood Design documents, available for free download at www.awc.org.

In 2010, more than 362,000 residential fires caused 2,555 deaths, more than 13,000 injuries and more than \$6.5 billion in property damage costs.

The United States Fire Association (USFA) states that the top five fire-safety topics most frequently identified with home fire deaths are smoke alarms, escape plans, child fire safety, older adult fire safety (cooking and heating) and careless smoking.

So what can you do to prevent fires in your home? The USFA offers these statistics and tips:

- Children under age 5 are twice as likely as the rest of us to die in a home fire. So create an escape plan and make sure everyone in your home practices it. Plan two routes of escape from every room, and designate a meeting place outside of the home. Remember: get out and stay out.
- The third leading cause of fire death for older adults is cooking. Never leave cooking unattended because a serious fire can start in seconds. Don't wear loose clothing while cooking. Keep towels and pot holders away from the range. Double-check the kitchen before you go to bed or leave your home.
- The second leading cause of fire death for older adults is heating. When buying a space heater, look for the auto-off feature should the heater fall over. Keep space heaters at least three feet away from other objects. Your fireplace should have a screen large enough to catch flying sparks and rolling logs.
- The number one cause of preventable home fire deaths is smoking. If you smoke, practice these fire-safety tips to avoid putting your life, your home and your family at risk: Don't leave a burning cigarette, cigar or pipe unattended. If you feel drowsy, put it out immediately. Use deep ashtrays. And, never smoke in bed.

- More than 2,500 Americans died in home fires last year. In most cases, the home did not have a working smoke alarm. A sounding smoke alarm gives you with the extra seconds you need to get out of your home - alive. Install and maintain a smoke alarm on every level of your home. Replace the battery every year. It's a simple way to help keep you and your family better protected 24-7.

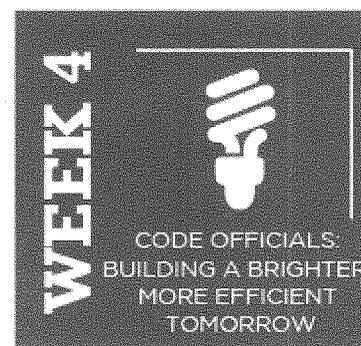
Residential fire sprinkler ordinances have been adopted by several hundred U.S. communities for use in one and two family dwellings. Such systems have been shown to provide significant life safety benefits. Adding residential fire sprinklers to the 2009 International Residential Code so that communities can adopt them as part of their local building code is the most important step to reducing residential fire deaths since requiring smoke alarms in residential structures.

In the past several years, technological advances have improved the reliability of residential fire sprinklers. [Learn the facts about residential fire sprinklers.](#)



Important Fire Safety Links:

- ["How to create and practice" a Home Escape Plan](#)
- [Watch a "Tale of Two Homes – Wildfire"](#)
- [Watch "How-To" Videos on Wildfire Safety](#)
- [Residential Fire Sprinkler Information](#)
- [FEMA Public Fire Safety Videos](#)
- [FEMA Fire is Everyone's Fight Video](#)
- [Living with Sprinklers in California Video](#)
- [Fire Safety Tips Flyer](#)



ARRIVING IN JUNE!

2015 International Codes®

Home > Building Safety Month > Building Safety Month 2014

Code Officials: Helping Homeowners Weather the Storm

Presenting Sponsor



America's Cement Manufacturers™

www.cement.org



Prepare Your Family

Making sure your family is prepared for any natural disaster is important. Below are some of the steps you can take to prepare your family and protect your home from natural disasters. Your actions can ensure that no matter what Mother Nature brings, you, your family and your community will be resilient.

Here are a few tips to follow from the [Federal Alliance for Safe Homes – \(FLASH®\)](#) when preparing your family for any emergency.

- Develop a [family disaster plan](#) that includes a list of food and water supplies needed for each member of your family and supplies for your pets. Make copies of important documents like insurance policies, the deed to your home, and other personal papers, important phone numbers and a home inventory. Create a checklist of important things to do before, during and after a disaster.
- Review your [evacuation route](#) and emergency shelter locations with your family. Options for evacuation would include staying with friends and relatives, seeking commercial lodging, or staying in a mass care facility operated by disaster relief groups in conjunction with local authorities.
- Taking shelter is critical in times of disaster. [Sheltering in place](#) is appropriate when conditions require that you seek protection in your home, place of employment, or other location where you are when disaster strikes.

Review your plan regularly. If you make changes that affect the information in your disaster plan, update it immediately.

Protect Your Home

The power of these natural disasters can be overwhelming. While you can't necessarily stop natural disasters from happening, there are steps you can take to increase your home's chance of survival, even in the face of the worst Mother Nature can dish out.

Earthquakes

If the [earthquake](#) occurs in a populated area, it may cause deaths, injuries and extensive property damage. Here are some helpful tips to prepare your family and protect your home.

- Plan and hold earthquake drills for your family. To learn more about planned earthquake drills in your area, visit <http://www.ShakeOut.org>
- Identify two ways to escape from every room in the home.
- Keep a flashlight and sturdy shoes by each person's bed.

- Select a safe location away from the home where your family can meet after evacuating.
- Have an earthquake kit containing water, food, medicines and other necessities for at least three days
- Make sure your home is securely anchored to its foundation
- Strap water heaters, appliances and TVs to wall studs.
- Anchor bookshelves, heavy furniture, appliances and televisions to wall studs.
- Secure pictures, mirrors and ornaments to the wall with appropriate fasteners.
- Know where and how to shut off electricity, gas, and water services.

More Information on [Preparing For an Earthquake](#) by **Simpson Strong-tie**

Additional Guidance from FEMA

Number

[Earthquake School Hazard Hunt Game and Poster](#)

[Earthquake Home Hazard Hunt Poster](#)

[Earthquake Publications for Individuals and Homeowners](#)

[Earthquake Safety Checklist](#)

[Earthquake Safety Guide for Homeowners](#)

[FEMA Earthquake Mitigation video](#) showcases Hearst Castle and a business owner both of whom mitigated for earthquake risk, thus saving priceless cultural treasures, properties and human lives

[Homebuilders' Guide to Earthquake Resistant Design and Construction](#)

[Reducing the Risks of Nonstructural Earthquake Damage — A Practical Guide, Fourth Edition](#)

[What To Do Before, During, and After an Earthquake](#) a 1-page summary of FEMA 530

FEMA 528

FEMA P-711CD

FEMA 526

FEMA 530

FEMA 232

FEMA E-74

Flood

Devastating [floods](#) occur throughout the U.S. every year. Ninety percent of all presidentially declared natural disasters involve flooding. Flooding is usually divided into two categories: flash flooding and river flooding. Both can cause death, injury and property destruction. If you are building or retrofitting your home consider these recommendations:

- Elevating your home above the [base flood elevation](#) (the elevation associated with the "100-year flood") is the best method of protecting your home, and is a requirement for new homes.
- [Wet flood proofing](#) your home allows flood water to flow through the structure. An example of wet flood proofing is installing flood vents that create permanent openings in the foundation.
- [Dry flood proofing](#) your home prevents floodwaters from entering the building. An example of dry flood proofing is installing new brick veneer over asphalt coating and applying polyethylene film over existing walls.
- Construct non-supporting, break-a-way walls designed to collapse under the force of water without causing damage to the foundation.

Additional Guidance from FEMA

Number

[Protect Your Property From Flooding Fact Sheets](#)

[2008 Midwest Floods in Iowa and Wisconsin Recovery Advisories](#)

[Homeowner's Guide to Retrofitting](#)

FEMA L-235

[Homeowner's Guide to Retrofitting Second Edition](#)

FEMA P-312

[Above the Flood Elevating Your Flood Prone House](#)

FEMA 347

[FEMA Map Service Center](#) provides access to Flood Maps and flood-related Databases

[Flood Resistant Building Code Resources](#)

[FloodSmart Cost of Flooding Interactive Tool](#) shows what a flood could cost homeowners

[FloodSmart Levee Simulator](#) shows different ways a levee can fail and reminds everyone that a levee doesn't guarantee your home's protection

[FloodSmart Regional Fact Sheets](#) explain facts about flooding in each region, risks during Summer Storms & Hurricane Season, and informational tips to reduce risk:

[FloodSmart Testimonial Videos](#) are real life stories about flooding and its aftermath

[Engineering Principles and Practices of Retrofitting Floodprone Structures](#)

FEMA 259

[Floodproofing for Non-Residential Structures](#)

FEMA 102

[Manufactured Home Installation in Flood Hazard Areas](#)

FEMA P-85

[NFIP Technical Bulletins](#)

[Protecting Building Utilities from Flood Damage](#)

FEMA P-348

Hurricanes

A well-built home can stand up to [hurricanes](#). FLASH provides homeowners the tools to make sure your house is hurricane-ready with the [Protect Your Home in a FLASH](#) program.

- The best place to start is with a [Do-It-Yourself Wind Inspection](#) to find out what is ok with your house and what needs attention.
- In a high wind event anything can become a dangerous flying object. Take a day to make your [landscaping more hurricane resistant](#).
- Check to see if your [gutters are clear of leaves](#) and other debris to prevent flooding.
- [Improve your roof's resistance](#) to uplift by applying a 1/4 -inch bead of caulk of along the intersection of the roof deck and the roof support element (rafter or truss chord) on both sides with a caulking gun.
- If your home is not protected by impact-resistant windows and doors or impact-resistant shutters or panels, consider [building your own temporary emergency panels](#).

More Information on [Preparing for Hurricanes](#) by Simpson Strong-Tie

Additional Guidance from FEMA

Number

[Coastal Construction Manual](#)

FEMA P-55

[Cleaning Flooded Buildings: Hurricane Sandy Fact Sheet](#)

[Home Builder's Guide to Coastal Construction](#)

FEMA P-499

[Hurricane Ike Recovery Advisories](#)

[Hurricane Isaac Recovery Advisories](#)

[Hurricane Katrina Recovery Advisories](#)

[Hurricane Sandy Recovery Advisories](#)

[Local Officials Guide for Coastal Construction, FEMA P-762](#)

[Recommended Residential Construction for Coastal Areas: Building on Strong and Safe Foundations](#)

FEMA P-550

Tornados and High Winds

A properly built, high wind safe room protects your family from the most intense [tornadoes and hurricanes](#) and can be incorporated into a planned build or renovation to create a multiuse space in your home, adding to its value. FLASH urges homeowners to "[Give an Ordinary Room an Extraordinary Purpose](#)" by building or retrofitting interior spaces in their home to safe-room standards.

- Tornado safe rooms are designed to withstand winds up to 250 miles per hour, and offer lifesaving refuge for families in the path of high-wind events like tornadoes.
- A safe room designed to meet standards set forth by the National Storm Shelter Association, the International Code Council and FEMA and will stand up to the most intense tornadoes and hurricanes.
- Safe rooms can be located anywhere on the first floor of your home, in a basement or outside. A safe room can double as a closet, bathroom, laundry or even an outdoor room like a garden shed or pool house.

More Information on [Preparing for Tornados](#) and High Winds by **Simpson Strong-Tie**

Additional Guidance from FEMA

Number

[2011 Tornadoes in Alabama, Mississippi, Tennessee, Georgia, and Missouri Recovery Advisories](#)

[Community Safe Room Fact Sheet](#)

[Protect Your Property from High Winds Fact Sheets](#)

[Residential Safe Room Fact Sheet](#)

[Tornado Safe Room Videos](#)

1

[Design and Construction Guidance for Community Safe Rooms](#)

FEMA P-361

[Taking Shelter From the Storm Building a Safe Room For Your Home or Small Business](#)

FEMA P-320 –

[Taking Shelter From the Storm Building a Safe Room for Your Home or Small Business](#) (brochure)

FEMA L-233

[Tornado Protection Selecting Refuge Area in Buildings](#)

FEMA P-431

[Wind Retrofit Guide for Residential Buildings](#)

FEMA P-804

Wildfires

Each year, thousands of acres of wildland and many homes are destroyed by fires that can erupt at any time of the year. [Wildfires](#) spread quickly, igniting brush, trees and homes. You can [protect your home](#) by following these tips.

- Prevent wildfire damage by developing a defensible space in your landscaping by clearing at least 30 feet around your home, or 50 feet around your home if you reside in a heavily wooded area.

- Plant fire-resistant, native vegetation and remove any dead or dying trees. Properly prune shrubs, and trim tree branches so they don't extend over a roof or near the chimney. Mow your grass and control the height and spread of ground covering vegetation. Keep plants at least 12 to 18 inches away from the house.
- When putting on a new patio deck, build from fire-resistant materials. On new and existing decks, create fire barriers around the deck base and clear vegetation at least 100 to 300 feet downhill from the deck base.
- Install only burning-brand, exposure rated (Class A, B or C) roof assemblies using materials such as asphalt shingles, slate or clay tile or metal roof coverings.

Additional Guidance from FEMA

Number

[Home Builder's Guide to Construction in Wildfire Zones Technical Fact Sheet Series](#)

FEMA P-737

[Protect Your Property from Fire Fact Sheets](#)

[Rebuilding After a Wildfire Fact sheet](#)

[Wildfire Hazard Mitigation Handbook for Public Facilities, FEMA P-754](#)

Important Disaster Safety & Mitigation Links

FEMA Federal Insurance and Mitigation Administration's [Building Science Branch](#) develops and produces multi-hazard mitigation guidance, provides training on this guidance and works closely with the ICC and other partners to develop disaster-resilient building codes to reduce loss of life and property. Building Science's Mitigation Assessment Teams (MATs) are comprised of expert investigators who deploy into the field post-disaster to assess the damages and make recommendations for future technical guidance and building code improvements. [Download disaster-specific MAT reports and find out how to join a future MAT team.](#)

Other helpful disaster safety and mitigation links include:

[10 Tips for Disaster Safety & Mitigation Flyer](#) (Download and make copies for events)

[FEMA Building Codes Toolkit for Homeowners](#)

Find more building safety resources in the [Catalog of FEMA Wind, Flood, and Wildfire Publications, Training Courses, and Workshops](#), FEMA P-787

Find more earthquake resources in the [Catalog of FEMA Earthquake Resources](#), FEMA P-736B

[Flood Cleanup: Safety and Salvaging Brochure](#)

For more information on mitigating critical facilities such as hospitals, schools, and fire stations, see [FEMA's Risk Management Series for Natural Disasters](#)

[High Wind Safe Rooms](#)

Learn about how building safety and sustainability are linked in [Natural Hazards and Sustainability for Residential Buildings](#), FEMA P-798

[Mold: Tips on Prevention and Control Brochure](#)

[Protect Your Home in a FLASH](#)

[Safety First-Disaster Preparedness: Tips for your Home and Family Brochure](#)

[Watch Disaster Safety "How-To" Videos](#)

National Building Museum Designing for Disaster [Exhibit](#) and [Blog](#)

Simpson Strong-Tie

- [5 Steps to a Stronger Home – Earthquakes](#)

- [5 Steps to a Stronger Home – High Wind](#)

Go to FLASH.org or www.safestronghome.com for more information on how to protect your home.



Home > Building Safety Month > Building Safety Month 2014

Code Officials: Surround Your Building with Safety

Presenting Sponsor



As families move outdoors to enjoy nice weather in spring and summer, special precautions should be taken to ensure outdoor areas are safe from potential hazards. Swimming pools, barbecue grills, gardening tools and fertilizers, and lawn toys all pose risks to children and adults alike.

Educational Resources to Share in Your Community

Download, print, copy and distribute the safety information pieces below in your community.

- [10 Important Tips for Backyard Safety](#) – Flyer
- Prevent Accidents, Save Lives: Pool, Spa and Hot Tub Safety – Flyer (coming soon)
- [Prevent Accidents, Save Lives: Pool, Spa and Hot Tub Safety - Brochure](#)

Backyard Safety Tips

- Practice constant, adult supervision around any body of water, including pools and spas. Nationally, drowning is a leading cause of death to children under five.
- If you're considering a swimming pool purchase, contact your local Building Department first to determine exactly what permits are needed and what requirements you must follow.
- In-ground and above-ground pools, including inflatable pools holding more than 24 inches of water, must be surrounded by a fence or other barrier at least four feet high. Any gates in the fence must be self-closing and self-latching.
- Reserve a spot on a wall or fence near the pool for lifesaving devices, including a portable or mobile telephone.
- Steps and ladders for above-ground pools should be secured or removed when the pool is not in use.
- Use a cover for the pool when it is not in use.
- Make sure drain covers are properly fitted and paired or have vacuum suction releases to prevent being trapped under water.
- Consider installing a pool alarm that can alert if someone enters the pool.
- Spa water temperatures should be set to 104 degrees Fahrenheit or lower to avoid elevated body temperature, which could lead to drowsiness, unconsciousness, heat stroke, or death.
- Designate the grilling area as a "No Play Zone" and keep kids and pets well away until grill equipment is completely cool.

- Check propane cylinder hoses for leaks before use.
- Do not move hot grills.
- Never add charcoal starter fluid when coals or kindling have already been ignited, and never use any flammable or combustible liquid other than charcoal starter fluid to get the fire going.
- Don't leave toys, tools and equipment in the yard.
- Keep steps, sidewalks and patios in good repair.
- Check all swings, slides, playhouses and other structures for sharp objects, rusty metal pieces, breaks or weakened support pieces.
- [Learn cardiopulmonary resuscitation \(CPR\)](#).

Important Backyard Safety Links

- [10 Important Tips for Backyard Safety](#)
- [Prevent Accidents, Save Lives: Pool, Spa and Hot Tub Safety Brochure](#)
- [Watch a Deck Safety Video](#)
- [5 Steps to a Safer and Stronger Deck](#)
- [Deck Framing Connection Guide](#)

For more information on Deck Safety visit www.safestronghome.com/deck.



Home > Building Safety Month > Building Safety Month 2014

Code Officials: Building a Brighter, More Efficient Tomorrow

Presenting Sponsor



Building green means living better, smarter and healthier. Just by choosing energy-efficient building materials and supplies, homeowners can make positive changes to both inside and outside environments, creating homes that are better for you and our world.

Building green does not necessarily mean starting from scratch or spending more money. There are many ways to improve the green factor in existing homes by using longer-lasting and sustainable materials.

Educational Resources to Share in Your Community

Download, print, copy and distribute the energy efficiency information pieces below in your community.

- [10 Important Tips for Green & Sustainable Building](#) - Flyer
- Building Green – Living Better – Flyer (coming soon)
- [Building Green – Living Better Brochure](#)

Energy Efficiency Tips

- Use energy-efficient light bulbs, turn off lights and unplug electronics not in use.
- Seal air leaks.
- Install programmable thermostats.
- Upgrade windows, heating and air conditioning equipment.
- Change filters frequently.
- Install more insulation in walls and attics.
- Choose energy efficient appliances.
- If you are building new, consider the best position on the lot for trapping light and energy, and make use of energy-efficient foundation, framing, plumbing, wiring and HVAC systems now available.

Green homes are also healthier homes, reducing mold, mildew and other allergens that contribute to asthma and other significant health issues. Below are tips for keeping your home dry and mold-free:

- Keep it dry: install a drain pan under the water heater; place dehumidifiers in basements and other damp areas; position downspouts away from the house; repair any water damage.
- Keep it clean: use track-off mats at all doorways; clean up dust to eliminate contaminants such as lead dust and allergens.
- Keep it ventilated: install or replace exhaust fans in bathrooms and kitchens (make sure they vent to the outside).
- Keep it contaminant-free: use wire shelving that doesn't collect dust; have your home tested for radon and lead-based paint.

Important Energy & Green Building Links:

- [10 Important Tips for Green & Sustainable Building](#)
- [Building Green – Living Better Brochure](#)
- [Calculate Your Carbon Footprint](#)
- [General Information about overall green building](#)
- [Green Building Video Tips](#)
- [International Green Construction Code](#)
- [Overview of the ICC700 National Green Building Standard](#)
- [Purchase the NGBS](#)
- [U.S. Green Building Council's Green Home Guide](#)
- [FEMA's Natural Hazards and Sustainability for Residential Buildings](#)



ARF-2290

Regular Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Robert Gould, Community Development Division Director

Submitted By: Robert Gould, Community Development Division Director, Community Development Division

Department: Community Development Division **Division:** Community Development Administration

Information

Request/Subject

Roosevelt Lakeview Park Financial Plan for Townsite Act Purchase

Background Information

Roosevelt Lakeview Park (RLP) is an existing manufactured home and recreational vehicle community located in the Tonto National Forest on the west side of State Route 188 approximately 3 miles south of Roosevelt Dam on the Salt River. RLP was developed in the early 1970s and consists of 174 manufactured home spaces and 11 recreational vehicle spaces and is served by a private water company and a private wastewater company. The Park was developed as a Special Use Permit issued by the Tonto National Forest. That permit expired on December 31, 2012, and the residents were required to relocate all of the improvements including manufactured and mobile units. The time period for the permitted land use activity has been extended so that Mr. Buckmaster, with assistance from Gila County, may apply for a Townsite Act Purchase to transfer ownership of the park from federal hands to Mr. Buckmaster.

This Act allows the designation and sale of Forest Service lands adjacent to established communities in 12 western states, including Arizona, for townsite purposes. The Act requires that an application to the Forest Service be made by designated officials of the County, City or local government subdivision.

At a regularly scheduled Board of Supervisors meeting on December 18, 2012, the Board made the following motion:

Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously agreed to have Gila County serve as the applicant for the U.S. Forest Service to designate and sell Roosevelt Lakeview Park as a Townsite under the Townsite Act, subject to the development and submittal of a financial plan by Mr. Buckmaster to Gila County, for approval by the Board of Supervisors prior to the preparation and submission of the application to the Forest Service by the County. Further, that prior to December 31, 2012, staff will send a copy of this Board of Supervisors' action, with a cover letter acknowledging Gila County's intention to file, to the U.S. Forest Service.

Evaluation

Mr. Buckmaster has submitted a packet to the Forest Service and Gila County that includes an appraisal of the park as vacant land, a lending agreement from DKT, a preliminary survey of the property that shows the property to be approximately 30 acres, a balance sheet and tax returns for 2011 and 2012.

Based on the information submitted by Mr. Buckmaster staff does not feel that the County is ready to proceed.

Conclusion

A motion was made by the Board of Supervisors on December 18, 2012, for Gila county to serve as the applicant to acquire Roosevelt Lakeview Park through the Townsite Purchase Act subject to Mr. Buckmaster submitting a financial plan to be approved by the Board that demonstrates his financial capability to assume full responsibility for the purchase of the property. The purpose of this agenda item is to obtain the Board's approval of the financial information that has been submitted by Mr. Buckmaster.

Recommendation

Staff recommends that the Board of Supervisors review and discuss the submitted financial information. Staff is prepared to discuss with the Board the need for additional information and explain some of the perceived shortcomings with the information as submitted at this time. This item should then be continued to a date certain at which time the additional/revised information will have been received and approved by staff.

Suggested Motion

Information/Discussion/Action to request additional and revised financial information ensuring the viability of the successful purchase and operation of the Roosevelt Lakeview Park, and to continue this item for consideration at the June 3, 2014, Regular Board Meeting.

(Bob Gould)

Attachments

Business Plan

Financial Information

Appraisal

Preliminary Survey

12/19/13 Letter to Forest Service

12/13/13 Commitment Letter from DKT Holdings, LLC

BOS Minutes 12/18/2012

Additional Financial Info

ROOSEVELT LAKEVIEW PARK

BUSINESS PLAN



Roosevelt Lakeview Park

STATEMENT OF PURPOSE

For the continued use of Public Lands, and to facilitate the renewal of a long term lease between the U.S. Forest Service and EJM Enterprises LLC. (dba Roosevelt Lakeview Park)

The Business

Roosevelt Lakeview Park, is an existing Manufactured Home and Recreational Vehicle community/facility, located within the Tonto National Forest. The park has a total of 185 rental spaces, of which 174 are manufactured home spaces and 11 RV spaces. The park also supplies access to water/wastewater and electrical distribution and collection systems, all owned and operated by the company.

The manufactured home rental spaces are used by the homeowners, their friends and families. The homes are used mostly on weekends and during vacations. There are homeowners that in the past, have rented their units to the public, for weekends and vacations.

The RV spaces are available at any time to, and for the traveling public, daily and weekly rates apply. We also offer monthly rates during the winter months, in accordance with the Forest Service guidelines, and extended availability on improved F.S. campsites around the lake. Our overall occupancy rate is less than 10% on an annual basis.

In addition to the space rent income, we collect a small electric meter reading fee on all occupied manufactured home rental spaces. The electrical system is a master meter type, we purchase electric from SRP, and bill the homeowners based on metered usage.

Additional cash flow is generated through water/wastewater fees billed monthly to all occupied manufactured home rental spaces. Each homeowner is billed \$65.00 per month for these services. All water/wastewater income is a direct pass thru to, Lake Roosevelt Water/Wastewater Plants LLC., which is a division of EJM Enterprises LLC .

All electric, water/wastewater fees are included in the daily, weekly RV space rental fees.

The History of Roosevelt Lakeview Park

The Park was originally developed, by Bill Jones in the early 1970's. The facility was developed in stages, and we are not sure how many stages were needed to complete the construction process.

In the mid 1980's Mr. and Mrs. V.A. Buckmaster purchased the Park, and through a variety of family partnerships and LLC's, the same family has operated the Park since the initial purchase date.

Over the years the park has changed to meet the needs and wishes of the public, and the U.S. Forest Service. Originally recreational fisherman, boaters and the traveling public were our primary customers. With the growth in our retirement customer base starting in the mid 1990's, RLP became a popular destination for winter visitors. (Snow birds) RLP was also a primary housing area, for employees of many of the local businesses, federal, state and county government employees

In the mid 1990's, the U.S. Corps of Engineers began the process of raising the height of Roosevelt Lake Dam. During this process, the then existing water/wastewater plants owned by RLP were abandoned. The Corps of Engineers replaced the water/wastewater plants with new state of the art facilities and RLP was connected to the new plants when construction was completed. We were the largest customer of these new plants and paid the majority of the operating costs.

During the Dam construction RLP was instrumental in the availability of housing and office unit rental spaces required by the dam construction companies.

Since the completion of construction, RLP has continued to transform itself, meeting the needs of a new generation of people, enjoying the Tonto National Forest.

RLP has always been a proud member of our local community and a strong contributor to the local economy. We have always been a safe haven within the TNF, and hope to continue this service long onto the future.

TODAY AT ROOSEVELT LAKEVIEW PARK

We are still a vibrant member of the local community and local economy and provide a significant tax base to Gila County, servicing the public in many important ways.

The Park has 11 full hookup RV spaces. Our occupancy rate is low, but we strive to increase the occupancy rate, on a daily basis. We also provide RV wastewater dumping and drinking water access to the traveling public.

RLP currently has 167 occupied manufactured housing rental spaces, and 7 vacant manufactured housing rental spaces. We have upgraded the 7 vacant spaces, to be used for RV customers. The only time these 7 spaces are utilized is on holiday weekends, during the summer months.

The homeowners continue to sell their units, due partially to the short time left on the existing lease. But there is also the historical turnover rate that contributes to the number of annual sales. All new homeowners are required to sign a document outlining the expiration date of the existing permit.

Although we track home sales and report them to Gila County, we do not track the sale prices. We are surprised with the amount of interest there is in the purchase of the older homes in the park. Homes sell every month, and we have noticed sales increase in the spring then slow during the summer months.

The Park's existing water distribution and wastewater collection systems are in good condition. The electrical distribution system needs to be upgraded, and will be upgraded or replaced section by section upon the completion of a new long term lease.

The streets and gutters are in remarkably good condition but will need some work upon lease renewal.

RLP currently has a small number of permanent residents. Most are current or retired employees of local businesses, 2 are current employees of the Federal government and 2 are retired longtime residents. We also provide housing units for our resident managers, and the certified operator of the water/wastewater plants. The total number of permanent residents is less than 10 family units

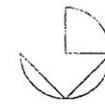
THE FUTURE OF ROOSEVELT LAKEVIEW PARK

- Improved public use through redesign of existing spaces
- Continued monetary support of the water/wastewater plants
- Continued support of the Gila County tax base
- Upgrading of existing electrical distribution systems
- Redesign of existing Manufactured Home and RV spaces
- Identifying new business opportunities
- Implementing new income tracking software
- Identifying new advertising opportunities



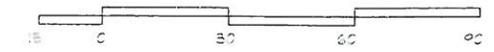
ROOSEVELT LAKEVIEW RESORT

**MITTELSTAEDT
COOPER &
ASSOCIATES
LTD.**
ARCHITECTURE • INTERIORS



DEVELOPMENT CONCEPT

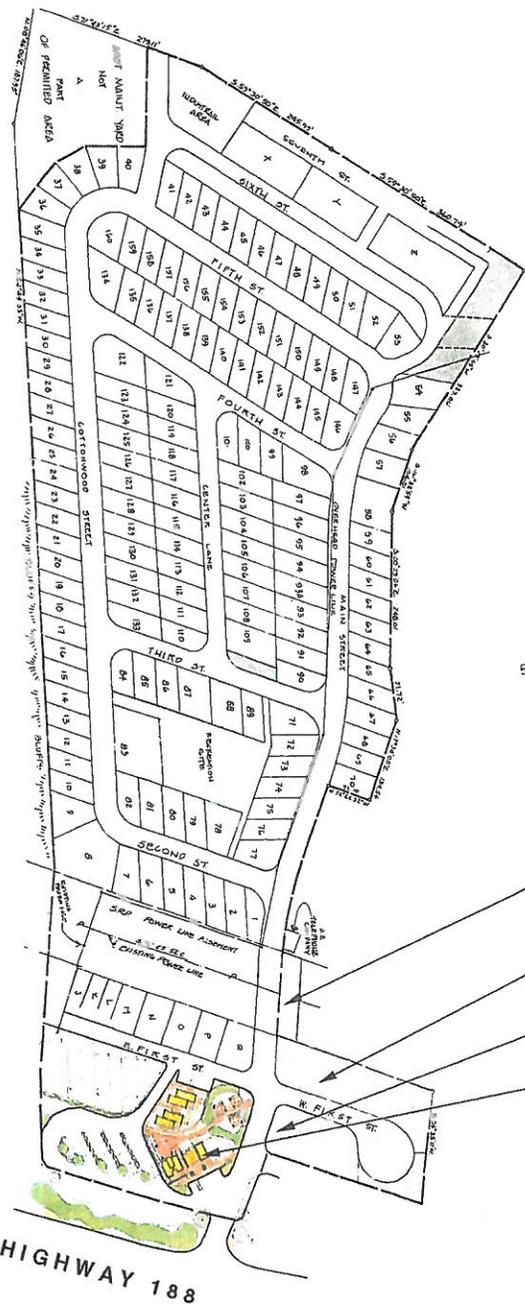
SCALE = 30'-0"



- EXISTING LOTS TO BE RECONFIGURED
- FUTURE DEVELOPMENT SITE- EXAMPLE SHOWN: CABIN UNITS
- GROUP PICNIC AREA
- EDGE OF BERM TO RECEIVE RETAINING WALL & LANDSCAPING
- FUTURE STORE SITE
- OFFICE & CLUBHOUSE WITH PATIO AREAS
- TOILET ROOMS WITH SHOWERS & UTILITY ROOM
- SIGNAGE WALL
- FOUR PULL-THROUGH RV SPACES WITH UTILITIES
- NEW LANDSCAPING & TREES
- EXISTING TREES
- ISLAND REMOVED
- NEW RV HOLDING ZONE

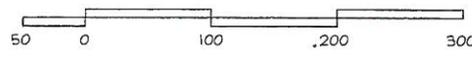
ROOSEVELT LAKEVIEW RESORT





OVERALL SITE PLAN

SCALE: 1" = 100'-0"



PROPOSED PUBLIC RV
DUMP STATION

FUTURE PULL-THROUGH RV SPACES
IF REQUIRED

EXISTING RV SPACES

SEE ENLARGED
DEVELOPMENT CONCEPT

ROOSEVELT LAKEVIEW RESORT



IMPROVED PUBLIC USE THROUGH REDESIGN OF EXISTING SPACES

1. Construction of new facilities containing public bathroom and laundry areas.
2. Construction of 4 to 5 new pull thru RV spaces. Located east of the existing office building.
3. Construction of a new fee based public picnic area, replacing existing RV spaces A-6 and A-7. The new picnic area will include covered tables, grilling stations and access to public bathrooms.
4. Construction of new dedicated fee based RV wastewater dumping and drinking water filling station open to the public
5. Construction of a new public fee based Boat and RV storage facility
6. Possible construction of a retail facility.

CONTINUED MONETORY SUPPORT OF THE WATER/ WASTEWATER PLANTS

RLP is the only major source of reliable income and support for water/wastewater plants. Without the cash flow generated from the Park, the plants could cease to operate. The Burden of the operating costs could fall solely upon the Marina, and would be extremely difficult to properly support the facilities.

The plants also supply water and wastewater services to the AZ Dept. of Transportation, Gila County Sheriff's substation / first aid station, and also Roosevelt Lake Marina. The plants are located near the Marina and U.S. Forest Service visitor center. We don't at this, time provide services to the FS visitor center, but are interested in providing any service that may be requested.

Lake Roosevelt Water/Wastewater plants LLC. is a division of EJM Enterprises LLC.

CONTINUED SUPPORT OF THE GILA COUNTY TAX BASE

Through personal property taxes assessed by the County on all the manufactured homes, and all the improvements to the land, the tax base is substantial. With the expected replacement, of the existing older manufactured homes, the personal property taxes would increase. In addition the improvements to the land, and utility systems would increase the personal property taxes and assessments that the park pays to the County.

The tax revenue to the County is not limited to only personal property taxes, but would also include all sales taxes at local businesses within the county. There are also the purchases that our customers make while on their way to the lake. Many purchase groceries, fuel and supplies while traveling through Globe and Payson. Our customers are the same customers that support the local businesses here at the lake, restaurants, boat storage facilities, and many of the local stores. Nearly all of our residents use the fee based FS ramps, using mostly daily use permit's. The scope and reach of the economic damage to the local economy is impossible to define, but it would be sizeable.

UPGRADING OF EXISTING ELECTRICAL DISTRIBUTION SYSTEMS

1. Redesign and upgrade the distribution system on all manufactured home spaces through out the park as required. Install new underground wire and install new electrical pedestals capable of 200 amp service to each space as required.
2. Redesign and upgrade the distribution system on all RV spaces, including new underground wire and new 100 amp pedestals as required.
3. Replacement of all exterior security lighting systems.

REDISIGN OF EXISTING MANUFACTURED HOME AND SPACES AND RV SPACES

Through attrition and resale of existing manufactured home sales, the Park will force older units to be removed/replaced within the Park.

We anticipate this will be done in improvement zones, possibly 5 or 6 zones over a period of 6 to 7 years. As we move from zone to zone, we will at that time, redesign all the spaces in that zone. We believe that the total number of spaces will decrease in each zone. Allowing more area per space, which will also encourage elevation and orientation changes on each space within the improvement zone. While we work through each improvement zone we will replace/upgrade the electrical system as required.

Redesigning the existing RV spaces A-1 through A-5 replacing the electrical distribution system. Redesigning RV spaces A-6 through A-10, we propose using A-6 and A-7 for the new picnic area, and reserving A-8 through A-10 for future development.

The front of the park will be the initial improvement zone, including all the existing RV spaces. In addition we will give notice to home owners on manufactured home spaces E through I, that there will be a change of use on those lots. The homes located on those lots must be removed from park

upon transfer of ownership. When the homes are removed we will replace the electrical systems, and replace the older homes with pre-approved and inspected newer units. These spaces will also be redesigned allowing for re-orientation of the homes on the lots. Spaces K through W, which is the south side of 1st street, will be the next area in the initial improvement zone to go through same upgrading process. When these spaces are upgraded, this will complete the lower section of the Park.

The next improvement zone will be 5th street, which is located near the top of the Park. The space numbers 147 through 160 and spaces 41 through 53. Most of these homes are older units and will be removed and replaced with newer units. We will be replacing the electrical systems and re-orientation of newer homes on those lots.

The remaining order of improvement zones will be determined at a later date, but will be handled in the same way. The removal of older homes, replacing them with newer units, changing the orientation on the lot and replacing the electrical systems as required.

IDENTIFYING NEW BUSINESS OPPORTUNITIES

As we work through the redesign process we hope to identify new opportunities in which to better serve the public. Ideas we have now are Boat and RV storage, retail shops and weekend/vacation rental units.

IMPLEMENTING NEW INCOME TRACKING SOFTWARE

RLP has purchased new software capable of tracking income from all conceivable profit centers. We believe with proper use we can track and report all income to the Forest Service. Thus using the information to better understand our business model.

We hope to entice RLP homeowners to offer their units, as weekend and vacation homes available to the public. All persons renting the units will be registered through our office, and all our service fees will be tracked and reported to the Forest Service using the new programming.

IDENTIFYING NEW ADVERTISING OPPORTUNITIES

- Local billboard advertising highlighting public access to full hookup RV spaces and laundry facilities.
- Trade magazine advertising highlighting public access to full hookup RV spaces and laundry facilities
- Local newspaper advertising highlighting public access to full hookup RV spaces and laundry facilities
- Direct mail advertising highlighting public access to full hookup RV spaces and laundry facilities
- Roosevelt Lakeview Parks web site advertising highlighting public access to full hookup RV spaces and laundry facilities.

SUMMARY

Through a number of different improvements and programs, Roosevelt Lakeview Park, through our continued operation of the Water and Wastewater facilities, will provide an environmentally sound and important access point for the public, within the Tonto National Forest. Also provide new and expanded recreational opportunity's, for the public and local community.

An important public service is our continued monitory support of Lake Roosevelt Water/Wastewater Plants LLC. Which we believe is a useful asset for the Roosevelt Lake area, and is needed for the future growth and continued operation of local businesses and several existing State and County government facilities. Also improved public access to the water and wastewater systems, through a new RV dump and drinking water fill station.

We intend improve the facilities within the park, including new pull thru RV spaces, public restrooms and laundry facilities. Our proposed picnic areas will be available for family reunions, community functions and other uses. .

We are thankful for the opportunity to provide high quality services to the public, both in the past and into the future. We also believe it is important to further improve and expand public access to our facilities.

We appreciate the help and guidance provided by TNF District Ranger Kelly Jardine, and TNF Recreational Lands and Minerals staff member Troy Waskey. We also look forward to working with TNF Supervisor Gene Blankenbaker, and his staff.

Thank You,

David Buckmaster, member

602-616-1680 (cell) e-Mail pws.04315@gmail.com

Michael Buckmaster, member

602-568-5722 (cell) e-Mail ml.buckmaster@gmail.com

EJM Enterprises, LLC dba Roosevelt Lakeview Park

Balance Sheet

As of December 31, 2011

Dec 31, 11

ASSETS

Current Assets

Checking/Savings

1010 · Petty Cash

500.00

1020 · Checking - BW #2553

58,700.32

Total Checking/Savings

59,200.32

Accounts Receivable

1210 · A/R - WW Plant

55,212.13

1230 · A/R - Harper

1,700.00

1250 · N/R - E. Buckmaster

45,000.00

Total Accounts Receivable

101,912.13

Total Current Assets

161,112.45

Fixed Assets

1400 · Property

1,384,084.60

1490 · Accum. Depreciation

-834,519.29

Total Fixed Assets

549,565.31

Other Assets

1810 · Deferred Capital Interest

189,467.00

Total Other Assets

189,467.00

TOTAL ASSETS

900,144.76

EJM Enterprises, LLC dba Roosevelt Lakeview Park
Balance Sheet
As of December 31, 2011

Dec 31, 11

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

2210 · Security Deposits

16,500.00

2310 · RV Tax Payable

126.34

Total Other Current Liabilities

16,626.34

Total Current Liabilities

16,626.34

Long Term Liabilities

2400 · N/P - EJM

3,065.06

2410 · N/P - Kubota

228.14

2500 · Mortgage Payable - Canyon St...

1,051,768.42

Total Long Term Liabilities

1,055,061.62

Total Liabilities

1,071,687.96

Equity

3100 · Member's Equity

3110 · M. Beban

-108,734.68

3120 · D. Buckmaster

-15,985.96

3130 · M. Buckmaster

-15,985.96

Total 3100 · Member's Equity

-140,706.60

3200 · Partnership Draws

3230 · M. Beban

-102,000.00

3240 · D. Buckmaster

-85,000.00

3250 · M. Buckmaster

-102,000.00

Total 3200 · Partnership Draws

-289,000.00

3500 · Accumulated Earnings

133,101.07

Net Income

125,062.33

Total Equity

-171,543.20

TOTAL LIABILITIES & EQUITY

900,144.76

EJM Enterprises, LLC dba Roosevelt Lakeview Park
Income Statement
 January through December 2011

Jan - Dec 11

Ordinary Income/Expense

Income	
4100 · Base Rents	387,917.11
4110 · Water	130,670.00
4120 · Electric	77,151.17
4160 · Dump Fees	547.00
4200 · RV Overnight Rents	9,640.00
4300 · Forfeited Security Deposits	106.26
4400 · ADP tax refunds	1,150.05
	607,181.59
Total Income	
Expense	
6100 · Manager's Wages	42,532.14
6110 · Payroll Taxes	4,000.48
6130 · Contract Labor	
6135 · D. Buckmaster	45,950.00
6140 · M. Buckmaster	42,000.00
	87,950.00
Total 6130 · Contract Labor	
6160 · ADP Fees	1,627.30
6200 · Office & Park Supplies	5,878.01
6210 · Computer Expense	2,663.00
6220 · Telephone	9,470.89
6230 · Cable	1,107.17
6250 · Utilities	
6255 · Electric	61,087.63
6260 · Water/Wastewater	80,732.97
6265 · Trash	10,911.56
6270 · Propane Gas	655.80
	153,387.96
Total 6250 · Utilities	
6300 · Repairs & Maintenance	
6305 · Park	13,522.54
6310 · Mobile Homes	3,631.44
6315 · Electric	12,683.60
6320 · Water/Sewer	842.49
6325 · Licensed Vehicles	908.90
6335 · Boat	1,277.11
	32,866.08
Total 6300 · Repairs & Maintenance	
6350 · Hand Tools	216.41
6400 · Advertising	408.00
6410 · Website	120.00
6440 · Dues & Subscriptions	887.96
6500 · Vehicle Expense	11,785.91
6510 · Diesel - Kubota	159.71
6520 · Kubota payment	5,228.03
6540 · Meals & Entertainment	3,159.04
6550 · Travel & Lodging	100.81
6560 · Gifts/Bonus	725.00
6610 · Legal & Accounting Fees	3,775.00
6620 · Professional Dev/Seminars	1,038.00
6700 · Licenses/Fees/Permits	
6710 · Licensed Vehicles	284.88

	Jan - Dec 11
6715 · Mobile Homes	25.00
6720 · USDA	22,017.53
6730 · Annual fees	154.24
6740 · Dumpstation	500.00
Total 6700 · Licenses/Fees/Permits	22,981.65
6770 · Credit Report Fees	482.50
6780 · Service charges	2,278.30
6800 · Insurance Expense	
6805 · Park	4,606.00
6815 · Licensed Vehicles	2,524.00
Total 6800 · Insurance Expense	7,130.00
6840 · Interest Expense - Mortgage	77,491.92
6850 · Interest - Space Deposits	57.14
6900 · Property Taxes	2,511.12
8900 · Non-Deductible Penalties	99.73
Total Expense	482,119.26
Net Ordinary Income	125,062.33
Net Income	125,062.33

EJM Enterprises, LLC dba Roosevelt Lakeview Park
Transactions by Account
As of December 31, 2011

Type	Date	Num	Name	Memo	Paid Amount	Balance
1400 · Property						1,359,955.97
Check	1/21/2011	3889	Verizon	I-Pad	815.77	1,360,771.74
General Journal	2/28/2011	7		2/11 debits-Nikon camera	342.57	1,361,114.31
Check	3/9/2011	3935	Team Verdone	'84 Champion bass boat	3,240.00	1,364,354.31
Check	3/15/2011	3918	Michael Buckmaster	Fisheasy/mount	196.27	1,364,550.58
Check	4/18/2011	3980	Michael Buckmaster	Security camera system	1,523.83	1,366,074.41
Check	4/20/2011	3987	Home Depot	Refrigerator for clubhouse	663.89	1,366,738.30
Check	5/13/2011	3997	Michael Buckmaster	Epson color printer	286.52	1,367,024.82
Check	8/10/2011	4094	Michael Buckmaster	reimb equipment (computer?)	1,730.34	1,368,755.16
Check	8/25/2011	4117	Sams Club	Folding tables	145.89	1,368,901.05
General Journal	8/31/2011	13		8/11 debits-Slingbox Solo	183.55	1,369,084.60
Check	10/20/2011	4176	Curiel Construction	Improvements	5,000.00	1,374,084.60
Check	11/3/2011	4192	Curiel Construction	Improvements	6,000.00	1,380,084.60
Check	11/29/2011	4209	Jan Hinton	2007 Kawasaki mule	4,000.00	1,384,084.60
Total 1400 · Property					24,128.63	1,384,084.60
TOTAL					24,128.63	1,384,084.60

EJM Enterprises, L.L.C.
Partnership Returns of Income
December 31, 2011

CURTIS, SHADLEY COMPANY, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

2011

FEDERAL FILING INSTRUCTIONS

EJM ENTERPRISES, L.L.C.

46-0469452

FORM TO FILE:

FORM 1065 - 2011 U.S. RETURN OF PARTNERSHIP INCOME

SIGNATURE:

SIGN AND DATE FORM 1065.

PAYMENT:

NO PAYMENT IS REQUIRED.

WHEN TO FILE:

ON OR BEFORE SEPTEMBER 17, 2012.

WHERE TO FILE:

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE CENTER
OGDEN, UT 84201-0011

OTHER INSTRUCTIONS:

YOU MUST DISTRIBUTE A COPY OF THE 2011 SCHEDULE K-1 TO EACH PARTNER.
BE SURE TO GIVE EACH PARTNER A COPY OF THE PARTNER'S INSTRUCTIONS FOR
SCHEDULE K-1 (FORM 1065).

Application for Automatic Extension of Time To File Certain Business Income Tax, Information, and Other Returns

- ▶ File a separate application for each return.
- ▶ See separate instructions.

**Print
or
Type**

Name EJM ENTERPRISES, L.L.C.	Identifying number 46-0469452
Number, street, and room or suite number. (If P.O. box, see instructions.)	
PO BOX 438	
City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)).	
ROOSEVELT, AZ 85545-0438	

Note. File request for extension by the due date of the return for which the extension is granted. See instructions before completing this form.

Part I Automatic 5-Month Extension

1 a Enter the form code for the return that this application is for (see below) **09**

Application Is For:	Form Code	Application Is For:	Form Code
Form 1065	09	Form 1041 (estate other than a bankruptcy estate)	04
Form 8804	31	Form 1041 (trust)	05

Part II Automatic 6-Month Extension

b Enter the form code for the return that this application is for (see below)

Application Is For:	Form Code	Application Is For:	Form Code
Form 706-GS(D)	01	Form 1120-ND (section 4951 taxes)	20
Form 706-GS(F)	02	Form 1120-PC	21
Form 1041 (bankruptcy estate only)	03	Form 1120-POL	22
Form 1041-N	06	Form 1120-REIT	23
Form 1041-QFT	07	Form 1120-RIC	24
Form 1042	08	Form 1120S	25
Form 1065-B	10	Form 1120-SF	26
Form 1066	11	Form 3520-A	27
Form 1120	12	Form 8612	28
Form 1120-C	34	Form 8613	29
Form 1120-F	15	Form 8725	30
Form 1120-FSC	16	Form 8831	32
Form 1120-H	17	Form 8876	33
Form 1120-L	18	Form 8924	35
Form 1120-ND	19	Form 8928	36

- 2 If the organization is a foreign corporation that does not have an office or place of business in the United States, check here
- 3 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here
- If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

Part III All Filers Must Complete This Part

4 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here

5a The application is for calendar year 20 11, or tax year beginning _____, 20 _____, and ending _____, 20 _____

b Short tax year. If this tax year is less than 12 months, check the reason:

- Initial return Final return Change in accounting period Consolidated return to be filed

6 Tentative total tax.....	6	0.
7 Total payments and credits (see instructions).....	7	0.
8 Balance due. Subtract line 7 from line 6 (see instructions).....	8	0.

U.S. Return of Partnership Income
 For calendar year 2011, or tax year beginning _____, 2011,
 ending _____, 20____.
 ▶ See separate instructions.

A Principal business activity	Print or type.	EJM ENTERPRISES, L.L.C. PO BOX 438 ROOSEVELT, AZ 85545-0438	D Employer identification number
RENTAL			46-0469452
B Principal product or service			E Date business started
MOBILE HOME PK.			4/01/2002
C Business code number			F Total assets (see instrs)
531190			\$ 781,715.

G Check applicable boxes: (1) Initial return (2) Final return (3) Name change (4) Address change (5) Amended return
 (6) Technical termination — also check (1) or (2)

H Check accounting method: (1) Cash (2) Accrual (3) Other (specify) ▶ _____

I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year ▶ _____ **3**

J Check if Schedules C and M-3 are attached

Caution. Include *only* trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

I N C O M E	1 a Merchant card and third-party payments (including amounts reported on Form(s) 1099-K). For 2011, enter -0-.....	1 a	0.	
	b Gross receipts or sales not reported on line 1a (see instructions)	1 b		
	c Total. Add lines 1a and 1b.....	1 c		
	d Returns and allowances plus any other adjustments to line 1a (see inst).	1 d		
	e Subtract line 1d from line 1c.....	1 e		
	2 Cost of goods sold (attach Form 1125-A).....	2		
	3 Gross profit. Subtract line 2 from line 1e.....			3
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement).....			4
5 Net farm profit (loss) (attach Schedule F (Form 1040)).....			5	
6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797).....			6	
7 Other income (loss) (attach statement).....			7	
8 Total income (loss). Combine lines 3 through 7.....			8	
D E D U C T I O N S	9 Salaries and wages (other than to partners) (less employment credits).....			9
	10 Guaranteed payments to partners.....		87,950.	10
	11 Repairs and maintenance.....			11
	12 Bad debts.....			12
	13 Rent.....			13
	14 Taxes and licenses.....			14
	15 Interest.....			15
	16 a Depreciation (if required, attach Form 4562).....	16 a		
	b Less depreciation reported on Form 1125-A and elsewhere on return.....	16 b		16 c
	17 Depletion (Do not deduct oil and gas depletion.).....			17
	18 Retirement plans, etc.....			18
	19 Employee benefit programs.....			19
	20 Other deductions (attach statement).....			20
	21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20.....			87,950.
22 Ordinary business income (loss). Subtract line 21 from line 8.....			-87,950.	

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge.

Sign Here	Signature of general partner or limited liability company member manager	Date	May the IRS discuss this return with the preparer shown below (see instrs)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Print/Type preparer's name ROGER D SHADLEY	Preparer's Signature 	Date 9/16/12
Paid Preparer Use Only	Firm's name ▶ CURTIS, SHADLEY COMPANY, PC		Firm's EIN ▶ 86-0722214
	Firm's address ▶ 9036 W YUKON DR PEORIA, AZ 85382-6446		Phone no. (623) 376-6407

Schedule B Other Information

1 What type of entity is filing this return? Check the applicable box:

- a Domestic general partnership
- b Domestic limited partnership
- c Domestic limited liability company
- d Domestic limited liability partnership
- e Foreign partnership
- f Other

Yes	No

2 At any time during the tax year, was any partner in the partnership a disregarded entity, a partnership (including an entity treated as a partnership), a trust, an S corporation, an estate (other than an estate of a deceased partner), or a nominee or similar person?

	X
--	---

3 At the end of the tax year:

a Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization, or any foreign government own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If 'Yes,' attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership

	X
--	---

b Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If 'Yes,' attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership

	X
--	---

4 At the end of the tax year, did the partnership:

a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If 'Yes,' complete (i) through (iv) below.

	X
--	---

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock

b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If 'Yes,' complete (i) through (v) below.

	X
--	---

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital

	Yes	No
5 Did the partnership file Form 8893, Election of Partnership Level Tax Treatment, or an election statement under section 6231(a)(1)(B)(ii) for partnership-level tax treatment, that is in effect for this tax year? See Form 8893 for more details	X	
6 Does this partnership satisfy all four of the following conditions? a The partnership's total receipts for the tax year were less than \$250,000. b The partnership's total assets at the end of the tax year were less than \$1 million. c Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return. d The partnership is not filing and is not required to file Schedule M-3. If 'Yes,' the partnership is not required to complete Schedules L, M-1, and M-2; Item F on page 1 of Form 1065; or Item L on Schedule K-1.		X
7 Is this partnership a publicly traded partnership as defined in section 469(k)(2)?		X
8 During the tax year, did the partnership have any debt that was cancelled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?		X
9 Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?		X
10 At any time during calendar year 2011, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts. If 'Yes,' enter the name of the foreign country.		X
11 At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If 'Yes,' the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions.		X
12a Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding section 754 election.		X
b Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 734(b)? If 'Yes,' attach a statement showing the computation and allocation of the basis adjustment. See instructions.		X
c Is the partnership required to adjust the basis of partnership assets under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If 'Yes,' attach a statement showing the computation and allocation of the basis adjustment. See instructions.		X
13 Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than disregarded entities wholly-owned by the partnership throughout the tax year)		<input type="checkbox"/>
14 At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in a partnership property?		X
15 If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities, enter the number of Forms 8858 attached. See instructions		
16 Does the partnership have any foreign partners? If 'Yes,' enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership.		X
17 Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return		
18a Did you make any payments in 2011 that would require you to file Form(s) 1099? See instructions. b If 'Yes,' did you or will you file all required Form(s) 1099?		X
19 Enter the number of Form(s) 5471, Information Return of U.S. Persons With Respect To Certain Foreign Corporations, attached to this return		

Designation of Tax Matters Partner (see the instructions)

Enter below the general partner designated as the tax matters partner (TMP) for the tax year of this return:

Name of designated TMP	▶ MICHAEL L BUCKMASTER	Identifying number of TMP	▶
If the TMP is an entity, name of TMP representative	▶	Phone number of TMP	▶
Address of designated TMP	▶ 6144 E DANBURY RD SCOTTSDALE, AZ 85254		

Schedule K Partners' Distributive Share Items

Table with columns for category (Income (Loss), Deductions, Self-Employment, Credits, Foreign Transactions, Alternative Minimum Tax (AMT) Items, Other Information), line number, description, sub-column (3a, 3b, 6b, 9b, 9c), and Total amount. Includes values like -87,950, 123,841, 87,950, 7,436, 87,950, -1,120, 1,679, 149,000.

Analysis of Net Income (Loss)

1 Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16l.						1	116,405.
2 Analysis by partner type:	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt organization	(vi) Nominee/Other	
a General partners							
b Limited partners							
	116,405.						

Schedule L Balance Sheets per Books

	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
Assets				
1 Cash		110,980.		59,200.
2a Trade notes and accounts receivable				
b Less allowance for bad debts				
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities				
6 Other current assets (attach stmt) SEE ST. 1		101,912.		101,912.
7a Loans to partners (or persons related to partners)				
b Mortgage and real estate loans				
8 Other investments (attach stmt)				
9a Buildings and other depreciable assets	1,359,956.		1,384,085.	
b Less accumulated depreciation	834,519.	525,437.	952,949.	431,136.
10a Depletable assets				
b Less accumulated depletion				
11 Land (net of any amortization)				
12a Intangible assets (amortizable only)				
b Less accumulated amortization				
13 Other assets (attach stmt) SEE ST. 2		189,467.		189,467.
14 Total assets		927,796.		781,715.
Liabilities and Capital				
15 Accounts payable				
16 Mortgages, notes, bonds payable in less than 1 year				
17 Other current liabilities (attach stmt) SEE ST. 3		17,203.		16,627.
18 All nonrecourse loans		1,051,769.		1,031,625.
19a Loans from partners (or persons related to partners)				
b Mortgages, notes, bonds payable in 1 year or more		3,365.		228.
20 Other liabilities (attach stmt) SEE ST. 4		3,065.		3,065.
21 Partners' capital accounts		-147,606.		-269,830.
22 Total liabilities and capital		927,796.		781,715.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note. Schedule M-3 may be required instead of Schedule M-1 (see instructions).

1 Net income (loss) per books	26,776.	6 Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2 Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a Tax-exempt interest .. \$	
3 Guaranteed pmts (other than health insurance)	87,950.	7 Deductions included on Schedule K, lines 1 through 13d, and 16l, not charged against book income this year (itemize):	
4 Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16l (itemize):		a Depreciation .. \$	
a Depreciation .. \$		8 Add lines 6 and 7	
b Travel and entertainment .. \$ 1,579.		9 Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5.	116,405.
STATEMENT 5 100.	1,679.		
5 Add lines 1 through 4	116,405.		

Schedule M-2 Analysis of Partners' Capital Accounts

1 Balance at beginning of year	-147,606.	6 Distributions: a Cash	149,000.
2 Capital contributed: a Cash		b Property	
b Property		7 Other decreases (itemize):	
3 Net income (loss) per books	26,776.	8 Add lines 6 and 7	149,000.
4 Other increases (itemize):		9 Balance at end of year. Subtract line 8 from line 5.	-269,830.
5 Add lines 1 through 4	-120,830.		

Rental Real Estate Income and Expenses of a Partnership or an S Corporation

▶ See instructions.

▶ Attach to Form 1065, Form 1065-B, or Form 1120S.

Name EJM ENTERPRISES, L.L.C.	Employer identification number 46-0469452
--	---

1	Show the type and address of each property. For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions. See page 2 to list additional properties.	Type — Enter code 1-8; see page 2 for list	Fair Rental Days	Personal Use Days
A	ROOSEVELT LAKE, AZ	1	365	
B				
C				
D				

Rental Real Estate Income		Properties									
		A	B	C	D						
2	Gross rents	607,182.									
Rental Real Estate Expenses											
3	Advertising	408.									
4	Auto and travel										
5	Cleaning and maintenance										
6	Commissions										
7	Insurance	7,130.									
8	Legal and other professional fees										
9	Interest	62,634.									
10	Repairs	32,866.									
11	Taxes	6,821.									
12	Utilities	153,388.									
13	Wages and salaries	42,532.									
14	Depreciation (see instructions)	110,994.									
15	Other (list) ▶ <u>SEE STATEMENT 6</u>	66,568.									
16	Total expenses for each property. Add lines 3 through 15	483,341.									
17	Income or (Loss) from each property. Subtract line 16 from line 2	123,841.									
18a	Total gross rents. Add gross rents from line 2, columns A through H			607,182.							
18b	Total expenses. Add total expenses from line 16, columns A through H			-483,341.							
19	Net gain (loss) from Form 4797, Part II, line 17, from the disposition of property from rental real estate activities										
20a	Net income (loss) from rental real estate activities from partnerships, estates, and trusts in which this partnership or S corporation is a partner or beneficiary (from Schedule K-1)										
b Identify below the partnerships, estates, or trusts from which net income (loss) is shown on line 20a. Attach a schedule if more space is needed: <table style="width: 100%; margin-top: 5px;"> <thead> <tr> <th style="width: 40%;">(1) Name</th> <th style="width: 60%;">(2) Employer identification number</th> </tr> </thead> <tbody> <tr> <td>-----</td> <td>-----</td> </tr> <tr> <td>-----</td> <td>-----</td> </tr> </tbody> </table>						(1) Name	(2) Employer identification number	-----	-----	-----	-----
(1) Name	(2) Employer identification number										
-----	-----										
-----	-----										
21	Net rental real estate income (loss). Combine lines 18a through 20a. Enter the result here and on: • Form 1065 or 1120S: Schedule K, line 2, or • Form 1065-B: Part I, line 4			123,841.							

1 Show the type and address of each property. For each rental real estate property listed, report the number of days at fair rental value and days with personal use. See instructions.

Physical address of each property – street, city, state, ZIP code	Type – Enter code 1-8; see below for list	Fair Rental Days	Personal Use Days
E -----	-----	-----	-----
F -----	-----	-----	-----
G -----	-----	-----	-----
H -----	-----	-----	-----

Rental Real Estate Income		Properties			
		E	F	G	H
2 Gross rents	2				
Rental Real Estate Expenses					
3 Advertising	3				
4 Auto and travel	4				
5 Cleaning and maintenance	5				
6 Commissions	6				
7 Insurance	7				
8 Legal and other professional fees	8				
9 Interest	9				
10 Repairs	10				
11 Taxes	11				
12 Utilities	12				
13 Wages and salaries	13				
14 Depreciation (see instructions)	14				
15 Other (list) ▶	15				

16 Total expenses for each property. Add lines 3 through 15	16				
17 Income or (Loss) from each property. Subtract line 16 from line 2	17				

Allowable Codes for Type of Property

- 1- Single Family Residence
- 2- Multi-Family Residence
- 3- Vacation or Short-term Rental
- 4- Commercial
- 5- Land
- 6- Royalties
- 7- Self-Rental
- 8- Other (include description with the code on Form 8825 or on a separate statement)

Schedule K-1 (Form 1065)

2011

Department of the Treasury Internal Revenue Service

For calendar year 2011, or tax

year beginning 2011 ending

Partner's Share of Income, Deductions, Credits, etc. See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number 46-0469452
B Partnership's name, address, city, state, and ZIP code EJM ENTERPRISES, L.L.C. PO BOX 438 ROOSEVELT, AZ 85545-0438
C IRS Center where partnership filed return OGDEN, UT
D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
F Partner's name, address, city, state, and ZIP code MARILYN K. BEBAN 5950 W MISSOURI AVE GLENDALE, AZ 85301
G General partner or LLC member-manager Limited partner or other LLC member
H Domestic partner Foreign partner
I What type of entity is this partner? INDIVIDUAL
J Partner's share of profit, loss, and capital (see instructions): Beginning Ending
Profit 33.3333 % 33.3333 %
Loss 33.3333 % 33.3333 %
Capital 33.3333 % 33.3333 %
K Partner's share of liabilities at year end: Nonrecourse \$ Qualified nonrecourse financing \$ 343,874. Recourse \$
L Partner's capital account analysis: Beginning capital account \$ -116,866. Capital contributed during the year \$ Current year increase (decrease) \$ 8,926. Withdrawals and distributions \$ (49,500.) Ending capital account \$ -157,440.
M Did the partner contribute property with a built-in gain or loss? Yes No

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

Table with 4 columns: Line number, Description, Amount, and Code. Rows include: 1 Ordinary business income (loss) -29,316. Credits; 2 Net rental real estate income (loss) 41,281.; 3 Other net rental income (loss) 16 Foreign transactions; 4 Guaranteed payments; 5 Interest income; 6a Ordinary dividends; 6b Qualified dividends; 7 Royalties; 8 Net short-term capital gain (loss); 9a Net long-term capital gain (loss) 17 A -374.; 9b Collectibles (28%) gain (loss); 9c Unrecaptured section 1250 gain; 10 Net section 1231 gain (loss) 18 Tax-exempt income and nondeductible expenses; 11 Other income (loss) C 561.; 12 Section 179 deduction 2,478.; 13 Other deductions; 14 Self-employment earnings (loss); 19 Distributions A 49,500.; 20 Other information.

*See attached statement for additional information.

FOR IRS USE ONLY

Schedule K-1
(Form 1065)

2011

Department of the Treasury
Internal Revenue Service

For calendar year 2011, or tax
year beginning _____, 2011
ending _____

Final K-1 Amended K-1

651111
OMB No. 1545 0099

Partner's Share of Income, Deductions, Credits, etc.
▶ See separate instructions.

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	15	Credits
	-29,317.		
2	Net rental real estate income (loss)		
	41,280.		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
	45,950.		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
		A	-373.
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)	C	559.
12	Section 179 deduction	19	Distributions
	2,479.	A	42,500.
13	Other deductions	20	Other information
14	Self-employment earnings (loss)	A	
	45,950.		

Part I Information About the Partnership

- A Partnership's employer identification number
46-0469452
- B Partnership's name, address, city, state, and ZIP code
EJM ENTERPRISES, L.L.C.
PO BOX 438
ROOSEVELT, AZ 85545-0438
- C IRS Center where partnership filed return
OGDEN, UT
- D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

- E Partner's identifying number
[REDACTED]
- F Partner's name, address, city, state, and ZIP code
DAVID L. BUCKMASTER
18191 W. BANFF LANE
SURPRISE, AZ 85388
- G General partner or LLC member-manager Limited partner or other LLC member
- H Domestic partner Foreign partner
- I What type of entity is this partner? INDIVIDUAL
- J Partner's share of profit, loss, and capital (see instructions):
- | | Beginning | Ending |
|---------|-----------|-----------|
| Profit | 33.3333 % | 33.3333 % |
| Loss | 33.3333 % | 33.3333 % |
| Capital | 33.3333 % | 33.3333 % |
- K Partner's share of liabilities at year end:
- Nonrecourse \$
- Qualified nonrecourse financing \$ 343,875.
- Recourse \$
- L Partner's capital account analysis:
- Beginning capital account \$ -14,120.
- Capital contributed during the year \$
- Current year increase (decrease) \$ 8,925.
- Withdrawals and distributions \$ (42,500.)
- Ending capital account \$ -47,695.

- Tax basis GAAP Section 704(b) book
 Other (explain)

- M Did the partner contribute property with a built-in gain or loss?

- Yes No

If 'Yes', attach statement (see instructions)

FOR USE ONLY

*See attached statement for additional information.

Schedule K-1
(Form 1065)

2011

Department of the Treasury
Internal Revenue Service

For calendar year 2011, or tax
year beginning _____, 2011
ending _____

Final K-1 Amended K-1 651111
OMB No. 1545-0099

Partner's Share of Income, Deductions, Credits, etc.
▶ See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
46-0469452

B Partnership's name, address, city, state, and ZIP code
EJM ENTERPRISES, L.L.C.
PO BOX 438
ROOSEVELT, AZ 85545-0438

C IRS Center where partnership filed return
OGDEN, UT

D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
██████████

F Partner's name, address, city, state, and ZIP code
MICHAEL L BUCKMASTER
6144 E DANBURY RD
SCOTTSDALE, AZ 85254

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I What type of entity is this partner? INDIVIDUAL

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	33.3334 %	33.3334 %
Loss	33.3334 %	33.3334 %
Capital	33.3334 %	33.3334 %

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	343,876.
Recourse	\$	

L Partner's capital account analysis:

Beginning capital account	\$	-16,620.
Capital contributed during the year	\$	
Current year increase (decrease)	\$	8,925.
Withdrawals and distributions	\$	(57,000.)
Ending capital account	\$	-64,695.

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	15	Credits
	-29,317.		
2	Net rental real estate income (loss)		
	41,280.		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
	42,000.		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
		A	-373.
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)	C	559.
12	Section 179 deduction	19	Distributions
	2,479.	A	57,000.
13	Other deductions	20	Other information
14	Self-employment earnings (loss)		
A	42,000.		

*See attached statement for additional information.

FOR IRS USE ONLY

**Depreciation and Amortization
(Including Information on Listed Property)**

▶ See separate instructions. ▶ Attach to your tax return.

Name(s) shown on return

EJM ENTERPRISES, L.L.C.

Identifying number
46-0469452

Business or activity to which this form relates

FORM 8825, RENTAL REAL ESTATE - MOBILE HOME PARK

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000.
2	Total cost of section 179 property placed in service (see instructions)	2	24,128.
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	0.
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	500,000.
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
	SEE STATEMENT 7		7,436.
7	Listed property. Enter the amount from line 29	7	0.
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	7,436.
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	7,436.
10	Carryover of disallowed deduction from line 13 of your 2010 Form 4562	10	0.
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instrs)	11	123,841.
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	7,436.
13	Carryover of disallowed deduction to 2012. Add lines 9 and 10, less line 12	13	0.

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	16,692.
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2011	17	94,302.
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here <input type="checkbox"/>		

Section B - Assets Placed in Service During 2011 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property			5	MQ	200DB	
c 7-year property			7	MQ	200DB	
d 10-year property						
e 15-year property			15	MQ	150DB	
f 20-year property						
g 25-year property			25 yrs		S/L	
h Residential rental property			27.5 yrs	MM	S/L	
i Nonresidential real property			27.5 yrs	MM	S/L	
			39 yrs	MM	S/L	

Section C - Assets Placed in Service During 2011 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs		S/L	
c 40-year			40 yrs	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	110,994.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

EJM ENTERPRISES, L.L.C.

46-0469452

STATEMENT 1
FORM 1065, SCHEDULE L, LINE 6
OTHER CURRENT ASSETS

	<u>BEGINNING</u>	<u>ENDING</u>
DUE FROM RELATED PARTY	\$ 45,000.	\$ 45,000.
EMPLOYEE ADVANCES	1,700.	1,700.
MISC. RECEIVABLE-RELATED PARTY	55,212.	55,212.
TOTAL	<u>\$ 101,912.</u>	<u>\$ 101,912.</u>

STATEMENT 2
FORM 1065, SCHEDULE L, LINE 13
OTHER ASSETS

	<u>BEGINNING</u>	<u>ENDING</u>
DEFERRED CAPITAL INTEREST	\$ 189,467.	\$ 189,467.
TOTAL	<u>\$ 189,467.</u>	<u>\$ 189,467.</u>

STATEMENT 3
FORM 1065, SCHEDULE L, LINE 17
OTHER CURRENT LIABILITIES

	<u>BEGINNING</u>	<u>ENDING</u>
SALES TAXES PAYABLE	\$ 403.	\$ 127.
SECURITY DEPOSITS	16,800.	16,500.
TOTAL	<u>\$ 17,203.</u>	<u>\$ 16,627.</u>

STATEMENT 4
FORM 1065, SCHEDULE L, LINE 20
OTHER LIABILITIES

	<u>BEGINNING</u>	<u>ENDING</u>
DUE TO RELATED PARTY	\$ 3,065.	\$ 3,065.
TOTAL	<u>\$ 3,065.</u>	<u>\$ 3,065.</u>

STATEMENT 5
FORM 1065, SCHEDULE M-1, LINE 4
EXPENSES ON BOOKS NOT ON SCHEDULE K

PENALTIES	\$ 100.
TOTAL	<u>\$ 100.</u>

**STATEMENT 6
FORM 8825, LINE 15
OTHER EXPENSES**

PROPERTY A: ROOSEVELT LAKE, AZ
PROPERTY B:
PROPERTY C:
PROPERTY D:

	<u>PROPERTY A</u>	<u>PROPERTY B</u>	<u>PROPERTY C</u>	<u>PROPERTY D</u>
ACCOUNTING.....	\$ 3,775.			
BANK CHARGES.....	2,278.			
CABLE.....	1,107.			
COMPUTER EXPENSE.....	2,663.			
CREDIT REPORTS.....	483.			
DUES & SUBSCRIPTIONS.....	888.			
GIFTS & FLOWERS.....	725.			
LICENSES AND PERMITS.....	654.			
MEALS& ENTERTAINMENT (50%).....	1,580.			
OFFICE & PARK SUPPLIES.....	5,878.			
PAYROLL SERVICE.....	1,627.			
SMALL TOOLS.....	216.			
TELEPHONE.....	9,471.			
TRAINING.....	1,038.			
TRAVEL.....	101.			
USDA PERMIT FEES.....	22,018.			
VEHICLE EXPENSE.....	11,946.			
WEBSITE EXPENSE.....	120.			
TOTAL	\$ 66,568.			

**STATEMENT 7
FORM 4562, PART I
ELECTION TO EXPENSE CERTAIN TANGIBLE PROPERTY (SECTION 179)**

<u>DESCRIPTION OF PROPERTY</u>	<u>COST</u>	<u>ELECTED COST</u>
7-YEAR BOAT.....	3,240.	\$ 3,240.
7-YEAR BOAT EQUIPMENT.....	196.	196.
5-YEAR KAWASAKI MULE.....	4,000.	4,000.
TOTAL	\$	<u>7,436.</u>

12/31/11

2011 FEDERAL DEPRECIATION SCHEDULE

PAGE 1

EJM ENTERPRISES, L.L.C.

46-0469452

NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT.	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ SP. DEPR.	PRIOR DEC. BAL DEPR.	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR.	METHOD	LIFE	RATE	CURRENT DEPR.
RENTAL REAL ESTATE - MOBILE HOME PARK																
AUTO / TRANSPORT EQUIPMENT																
5	BOX TRAILER	4/01/02		300							300	300	200DB HY	5		0
6	CHEV TRUCK	5/01/03		10,304							10,304	10,304	200DB HY	5		0
7	GOLF CART	5/01/03		6,000							6,000	6,000	200DB HY	5		0
15	18' UTILITY TRAILER	10/01/08		3,705							3,705	2,638	200DB HY	5	.11520	427
16	CHEV 3/4T TRUCK	10/01/08		4,946							4,946	3,522	200DB HY	5	.11520	570
17	KAWASAKI MULE	10/01/08		5,300							5,300	3,774	200DB HY	5	.11520	611
26	KAWASAKI MULE	1/12/09		9,720				4,860			4,860	2,527	200DB HY	5	.19200	933
TOTAL AUTO / TRANSPORT EQUIP				40,275		0	0	4,860	0	0	35,415	29,065				2,541
BUILDINGS																
1	PARK IMPROVEMENTS	4/01/02		1,114,150							1,114,150	649,998	S/L HY	15	.06670	74,314
2	MOBILE HOMES	4/01/02		46,300							46,300	40,513	S/L HY	10	.10000	4,630
TOTAL BUILDINGS				1,160,450		0	0	0	0	0	1,160,450	690,511				78,944
FURNITURE AND FIXTURES																
4	FURNITURE	4/01/02		7,500							7,500	7,234	200DB HY	7		0
8	PARK FURNITURE	1/01/03		9,255							9,255	9,255	200DB HY	5		0
13	PARK FURNITURE	7/01/04		420							420	420	200DB HY	5		0
18	PARK FURNITURE	12/08/08		1,992							1,992	1,417	200DB HY	5	.11520	229
22	PICNIC TABLES	3/01/08		1,168							1,168	657	200DB HY	7	.12490	146
27	FURNITURE (MGR.)	1/07/09		2,279				1,140			1,139	592	200DB HY	5	.19200	219
28	BISTRO CHAIRS	1/07/09		184				92			92	47	200DB HY	5	.19200	18

EJM ENTERPRISES, L.L.C.

46-0469452

NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/BASIS	BUS. PCT.	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/BONUS/SP. DEPR.	PRIOR DEC. BAL DEPR.	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR.	METHOD	LIFE	RATE	CURRENT DEPR.
29	TABLE LAMP (2)	1/07/09		75				38			37	19	200DB HY	5	.19200	7
30	6' TABLE	1/07/09		50				25			25	13	200DB HY	5	.19200	5
45	FILING CABINET	2/15/10		361				181			180	26	200DB HY	7	.24490	44
TOTAL FURNITURE AND FIXTURE				23,284		0	0	1,476	0	0	21,808	19,680				668
IMPROVEMENTS																
10	PARK LIGHTS	1/01/03		20,500							20,500	13,471	150DB HY	15	.05910	1,212
11	AWNINGS	1/01/03		31,810							31,810	20,903	150DB HY	15	.05910	1,880
19	MOBILE HOME A/C	5/01/08		4,900							4,900	2,757	200DB HY	7	.12490	612
20	MOBILE HOME CARPET	5/01/08		1,269							1,269	904	200DB HY	5	.11520	146
21	PARK SIGNAGE	4/01/08		2,388							2,388	1,344	200DB HY	7	.12490	298
42	ROLLUP GARAGE DOOR	2/02/09		450				225			225	87	200DB HY	7	.17490	39
43	WATER HEATER	4/20/09		441				221			220	85	200DB HY	7	.17490	38
44	WATER HEATER	8/21/09		258				129			129	50	200DB HY	7	.17490	23
66	PARK IMPROVEMENTS	10/20/11		5,000			5,000				0		150DB MQ	15	.01250	0
67	PARK IMPROVEMENTS	11/03/11		6,000			6,000				0		150DB MQ	15	.01250	0
TOTAL IMPROVEMENTS				73,016		0	11,000	575	0	0	61,441	39,601				4,248
MACHINERY AND EQUIPMENT																
9	POWER TOOLS	1/01/03		6,675							6,675	6,675	200DB HY	5		0
14	JOHN DEERE SKIDDER	7/01/07		1,000							1,000	688	200DB HY	7	.08930	89
23	SPRAYER AND TRAILER	3/01/08		1,400							1,400	997	200DB HY	5	.11520	161
24	SEWER SNAKE	5/01/08		1,894							1,894	1,349	200DB HY	5	.11520	218
25	KUTBOTA TRACTOR	3/01/08		43,915							43,915	24,755	200DB HY	7	.12490	5,485
31	SEWAGE PUMP	1/08/09		266				133			133	52	200DB HY	7	.17490	23

2011 FEDERAL DEPRECIATION SCHEDULE

EJM ENTERPRISES, L.L.C.

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NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT.	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ SP. DEPR.	PRIOR DEC. BAL DEPR.	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR.	METHOD	LIFE	RATE	CURRENT DEPR.
32	LINE DETECTOR & WAND	1/08/09		1,966				983			983	381	200DB HY	7	.17490	172
33	5X12 2 AX FLATBED TRAILER	1/22/09		2,000				1,000		1,000	388	200DB HY	7	.17490	175	
34	SECURITY MOTION LIGHTS	2/17/09		90				45		45	17	200DB HY	7	.17490	8	
35	CANON PRINTERS (2)	2/16/09		198				99		99	52	200DB HY	5	.19200	19	
36	MACBOOK COMPUTER	2/16/09		1,994				997		997	518	200DB HY	5	.19200	191	
37	AM/FM/SW RADIO	7/22/09		109				55		54	28	200DB HY	5	.19200	10	
38	VERIZON WIRELESS EQUIP.	8/27/09		389				195		194	101	200DB HY	5	.19200	37	
39	POWER TOOLS	8/08/09		329				165		164	85	200DB HY	5	.19200	31	
40	PORTABLE TABLE SAW	10/21/09		349				175		174	91	200DB HY	5	.19200	33	
41	DRILL PRESS	10/21/09		119				60		59	31	200DB HY	5	.19200	11	
46	EQUIPMENT	2/15/10		293				147		146	21	200DB HY	7	.24490	36	
47	AIO PRINTER	2/20/10		120				60		60	12	200DB HY	5	.32000	19	
48	VACUUM	3/20/10		570				285		285	57	200DB HY	5	.32000	91	
49	LENMARK PRINTER	8/04/10		200				100		100	20	200DB HY	5	.32000	32	
50	SHREDDER	8/04/10		130				65		65	13	200DB HY	5	.32000	21	
51	HP LAPTOP	8/07/10		562				281		281	56	200DB HY	5	.32000	90	
54	CELL PHONE	10/08/10		208				208		0		200DB HY	5		0	
56	COMPUTER	1/21/11		816			816			0		200DB MQ	5	.35000	0	
57	CAMERA	2/28/11		342			342			0		200DB MQ	5	.35000	0	
58	BOAT	3/09/11		3,240		3,240				0		200DB MQ	7		0	
59	BOAT EQUIPMENT	3/15/11		196		196				0		200DB MQ	7		0	
60	SECURITY CAMERA SYSTEM	4/18/11		1,524			1,524			0		200DB MQ	7	.17850	0	
61	REFRIGERATOR	4/20/11		664			664			0		200DB MQ	7	.17850	0	
62	COLOR PRINTER	5/13/11		286			286			0		200DB MQ	5	.25000	0	
63	COMPUTER	8/10/11		1,730			1,730			0		200DB MQ	5	.15000	0	
64	FOLDING TABLES	8/25/11		146			146			0		200DB MQ	7	.10710	0	
65	SLINGBOX SOLO	8/31/11		184			184			0		200DB MQ	5	.15000	0	

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2011 FEDERAL DEPRECIATION SCHEDULE

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EJM ENTERPRISES, L.L.C.

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NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT.	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ SP. DEPR.	PRIOR DEC. BAL DEPR.	SALVAG /BASIS REDUCT.	DEPR. BASIS	PRIOR DEPR.	METHOD	LIFE	RATE	CURRENT DEPR.
68	KAWASAKI MULE	11/29/11		4,000		4,000					0		200DB MQ	5		0
	TOTAL MACHINERY AND EQUIPME			77,904		7,436	5,692	5,053	0	0	59,723	36,387				6,952
	MISCELLANEOUS															
3	STORAGE UNIT	4/01/02		2,000							2,000	1,725	200DB HY	10	.06550	131
12	PARK SHEDS	1/01/03		5,200							5,200	4,349	200DB HY	10	.06550	341
52	BILLING SOFTWARE	8/20/10		1,930				965			965	322	200DB HY	3	.44450	429
53	OFFICE SOFTWARE	8/27/10		217				109			108	36	200DB HY	3	.44450	48
55	HEDGE	11/17/10		108				108			0		200DB HY	7		0
	TOTAL MISCELLANEOUS			9,455		0	0	1,182	0	0	8,273	6,432				949
	TOTAL DEPRECIATION			<u>1,384,384</u>		<u>7,436</u>	<u>16,692</u>	<u>13,146</u>	<u>0</u>	<u>0</u>	<u>1,347,110</u>	<u>821,676</u>				<u>94,302</u>
	GRAND TOTAL DEPRECIATION			<u>1,384,384</u>		<u>7,436</u>	<u>16,692</u>	<u>13,146</u>	<u>0</u>	<u>0</u>	<u>1,347,110</u>	<u>821,676</u>				<u>94,302</u>

EJM Enterprises, LLC dba Roosevelt Lakeview Park

Balance Sheet

As of December 31, 2012

	<u>Dec 31, 12</u>
ASSETS	
Current Assets	
Checking/Savings	
1010 · Petty Cash	500.00
1020 · Checking - BW #2553	16,367.15
Total Checking/Savings	<u>16,867.15</u>
Accounts Receivable	
1210 · A/R - WW Plant	55,212.13
1250 · N/R - E. Buckmaster	45,000.00
Total Accounts Receivable	<u>100,212.13</u>
Total Current Assets	117,079.28
Fixed Assets	
1400 · Property	1,390,223.63
1490 · Accum. Depreciation	<u>-952,949.29</u>
Total Fixed Assets	437,274.34
Other Assets	
1810 · Deferred Capital Interest	189,467.00
Total Other Assets	<u>189,467.00</u>
TOTAL ASSETS	<u><u>743,820.62</u></u>

EJM Enterprises, LLC dba Roosevelt Lakeview Park

Balance Sheet

As of December 31, 2012

Dec 31, 12

LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2210 · Security Deposits	15,900.00
2310 · RV Tax Payable	6,294.65
Total Other Current Liabilities	22,194.65
Total Current Liabilities	22,194.65
Long Term Liabilities	
2400 · N/P - EJM	3,065.06
2500 · Mortgage Payable - Canyon State	981,415.51
Total Long Term Liabilities	984,480.57
Total Liabilities	1,006,675.22
Equity	
3100 · Member's Equity	
3110 · M. Beban	-166,367.66
3120 · D. Buckmaster	-56,618.94
3130 · M. Buckmaster	-73,618.93
Total 3100 · Member's Equity	-296,605.53
3200 · Partnership Draws	
3230 · M. Beban	-40,000.00
3240 · D. Buckmaster	-42,500.00
3250 · M. Buckmaster	-45,000.00
Total 3200 · Partnership Draws	-127,500.00
3500 · Accumulated Earnings	52,370.28
Net Income	108,880.65
Total Equity	-262,854.60
TOTAL LIABILITIES & EQUITY	743,820.62

EJM Enterprises, LLC dba Roosevelt Lakeview Park
Income Statement
 January through December 2012

	Jan - Dec 12
Ordinary Income/Expense	
Income	
4100 · Base Rents	336,171.03
4110 · Water	128,782.97
4120 · Electric	77,887.33
4130 · Late Fees	3,700.00
4160 · Dump Fees	10.00
4200 · RV Overnight Rents	7,319.04
4400 · ADP tax refunds	2.63
4500 · Sale of Kubota tractor to LRWW	12,000.00
Total Income	565,873.00
Expense	
6100 · Manager's Wages	40,190.17
6110 · Payroll Taxes	3,939.09
6130 · Contract Labor	
6135 · D. Buckmaster	41,250.00
6140 · M. Buckmaster	38,500.00
6145 · W or S Harper	2,972.00
Total 6130 · Contract Labor	82,722.00
6160 · ADP Fees	1,580.85
6200 · Office & Park Supplies	7,406.22
6210 · Computer Expense	2,111.11
6220 · Telephone	11,052.54
6230 · Cable	2,092.47
6240 · Internet	829.30
6250 · Utilities	
6255 · Electric	57,427.82
6260 · Water/Wastewater	105,898.21
6265 · Trash	9,992.58
6270 · Propane Gas	61.98
Total 6250 · Utilities	173,380.59
6300 · Repairs & Maintenance	
6305 · Park	15,150.54
6310 · Mobile Homes	1,357.98
6315 · Electric	457.74
6320 · Water/Sewer	415.28
6325 · Licensed Vehicles	1,476.16
6335 · Boat	284.56
Total 6300 · Repairs & Maintenance	19,142.26
6350 · Hand Tools	656.72
6360 · Pest Control	780.00
6370 · Moving Expenses	1,327.90
6400 · Advertising	904.92
6440 · Dues & Subscriptions	179.77
6500 · Vehicle Expense	10,916.56
6510 · Diesel - Kubota	298.33
6540 · Meals & Entertainment	2,510.30
6550 · Travel & Lodging	859.34
6560 · Gifts/Bonus	200.00
6610 · Legal & Accounting Fees	3,690.00

	Jan - Dec 12
6620 · Professional Dev/Seminars	350.00
6630 · Consulting Expense	18,000.00
6700 · Licenses/Fees/Permits	
6710 · Licensed Vehicles	164.24
6715 · Mobile Homes	50.00
6730 · Annual fees	289.24
Total 6700 · Licenses/Fees/Permits	503.48
6770 · Credit Report Fees	480.00
6780 · Service charges	713.65
6800 · Insurance Expense	
6805 · Park	4,728.00
6815 · Licensed Vehicles	2,669.00
Total 6800 · Insurance Expense	7,397.00
6840 · Interest Expense - Mortgage	59,921.68
6850 · Interest - Space Deposits	87.98
6900 · Property Taxes	2,768.12
Total Expense	456,992.35
Net Ordinary Income	108,880.65
Net Income	108,880.65

EJM Enterprises, L.L.C.
Partnership Returns of Income
December 31, 2012

CURTIS, SHADLEY COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

Application for Automatic Extension of Time To File Certain Business Income Tax, Information, and Other Returns

OMB No. 1545-0233

Department of the Treasury
Internal Revenue Service

▶ **File a separate application for each return.**
▶ **Information about Form 7004 and its separate instructions is at www.irs.gov/form7004.**

**Print
or
Type**

Name EJM ENTERPRISES, L.L.C. <small>Number, street, and room or suite number. (If P.O. box, see instructions.)</small>	Identifying number 46-0469452
PO BOX 438 <small>City, town, state, and ZIP code (if a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)).</small>	
ROOSEVELT, AZ 85545-0438	

Note. File request for extension by the due date of the return for which the extension is granted. See instructions before completing this form.

Part I Automatic 5-Month Extension

1 a Enter the form code for the return that this application is for (see below)..... **09**

Application Is For:	Form Code	Application Is For:	Form Code
Form 1065	09	Form 1041 (estate, other than a bankruptcy estate)	04
Form 1041 (trust)	05		

Part II Automatic 6-Month Extension

b Enter the form code for the return that this application is for (see below).....

Application Is For:	Form Code	Application Is For:	Form Code
Form 706-GS(D)	01	Form 1120-ND (Section 495 taxes)	20
Form 706-GS(B)	02	Form 1120-PC	21
Form 1041 (bankruptcy estate only)	03	Form 1120-REIT	22
Form 1041-QFT	06	Form 1120S	23
Form 1041-QFT	07	Form 1120S	24
Form 1065-B	08	Form 1120S	25
Form 1065-B	10	Form 1120S	26
Form 1120	11	Form 3520-A	27
Form 1120	12	Form 8613	28
Form 1120-F	15	Form 8613	29
Form 1120-F	16	Form 8831	30
Form 1120-H	17	Form 8831	32
Form 1120-H	18	Form 8924	33
Form 1120-ND	19	Form 8924	35
			36

- 2 If the organization is a foreign corporation that does not have an office or place of business in the United States, check here
- 3 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here.
If checked, attach a statement, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

Part III All Filers Must Complete This Part

4 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here.

5 a The application is for calendar year 20 12, or tax year beginning _____, 20 __, and ending _____, 20 __

b **Short tax year.** If this tax year is less than 12 months, check the reason: Initial return Final return
 Change in accounting period Consolidated return to be filed Other (see instructions – attach explanation)

6 Tentative total tax.....	6	0.
7 Total payments and credits (see instructions).....	7	0.
8 Balance due. Subtract line 7 from line 6 (see instructions).....	8	0.

BAA For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Department of the Treasury
Internal Revenue Service

U.S. Return of Partnership Income
For calendar year 2012, or tax year beginning _____, 2012,
ending _____, 20_____.

OMB No. 1545-0099

2012

Information about Form 1065 and its separate instructions is at www.irs.gov/form1065.

A Principal business activity

RENTAL

B Principal product or service

MOBILE HOME PK.

C Business code number

531190

**Print
or type.**

EJM ENTERPRISES, L.L.C.
PO BOX 438
ROOSEVELT, AZ 85545-0438

D Employer identification number

46-0469452

E Date business started

4/01/2002

F Total assets (see instrs)

\$ 617,371.

G Check applicable boxes:

- (1) Initial return (2) Final return (3) Name change (4) Address change (5) Amended return
(6) Technical termination — also check (1) or (2)

H Check accounting method:

- (1) Cash (2) Accrual (3) Other (specify) ▶

I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year ▶

3

J Check if Schedules C and M-3 are attached

Caution. Include **only** trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

INCOME	1 a Gross receipts or sales	1 a	
	b Returns and allowances	1 b	
	c Balance. Subtract line 1b from line 1a		1 c
	2 Cost of goods sold (attach Form 1125-A)		2
	3 Gross profit. Subtract line 2 from line 1c		3
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)		4
	5 Net farm profit (loss) (attach Schedule F (Form 1040))		5
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)		6
7 Other income (loss) (attach statement)		7	
8 Total income (loss). Combine lines 3 through 7		8	
DEDUCTIONS	9 Salaries and wages (other than to partners) (less employment credits)		9
	10 Guaranteed payments to partners		10 79,750.
	11 Repairs and maintenance		11
	12 Bad debts		12
	13 Rent		13
	14 Taxes and licenses		14
	15 Interest		15
	16 a Depreciation (if required, attach Form 4562)	16 a	
	b Less depreciation reported on Form 1125-A and elsewhere on return	16 b	16 c
	17 Depletion (Do not deduct oil and gas depletion.)		17
	18 Retirement plans, etc		18
	19 Employee benefit programs		19
	20 Other deductions (attach statement)		20
	21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20		21 79,750.
22 Ordinary business income (loss). Subtract line 21 from line 8		22 -79,750.	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge.

Signature of general partner or limited liability company member manager _____ Date _____

May the IRS discuss this return with the preparer shown below (see instrs)? Yes No

Paid Preparer Use Only

Print/type preparer's name: **ROGER D SHADLEY** Preparer's signature: **ROGER D SHADLEY** Date: **9/16/13** Check if self-employed PTIN: **P00447135**

Firm's name ▶ **CURTIS, SHADLEY COMPANY, PC** Firm's EIN ▶ **86-0722214**

Firm's address ▶ **9036 W YUKON DR** Phone no. **(623) 376-6407**

PEORIA, AZ 85382-6446

Schedule B Other Information

1 What type of entity is filing this return? Check the applicable box:

a <input type="checkbox"/> Domestic general partnership	b <input type="checkbox"/> Domestic limited partnership	Yes	No
c <input checked="" type="checkbox"/> Domestic limited liability company	d <input type="checkbox"/> Domestic limited liability partnership		
e <input type="checkbox"/> Foreign partnership	f <input type="checkbox"/> Other ▶		

2 At any time during the tax year, was any partner in the partnership a disregarded entity, a partnership (including an entity treated as a partnership), a trust, an S corporation, an estate (other than an estate of a deceased partner), or a nominee or similar person? **X**

3 At the end of the tax year:

a Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization, or any foreign government own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If 'Yes,' attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership **X**

b Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If 'Yes,' attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership **X**

4 At the end of the tax year, did the partnership:

a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If 'Yes,' complete (i) through (iv) below. **X**

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock

b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If 'Yes,' complete (i) through (v) below **X**

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital

5 Did the partnership file Form 8893, Election of Partnership Level Tax Treatment, or an election statement under section 6231(a)(1)(B)(ii) for partnership-level tax treatment, that is in effect for this tax year? See Form 8893 for more details. **X**

6 Does this partnership satisfy **all four** of the following conditions?

a The partnership's total receipts for the tax year were less than \$250,000.

b The partnership's total assets at the end of the tax year were less than \$1 million.

c Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.

d The partnership is not filing and is not required to file Schedule M-3 **X**

If 'Yes,' the partnership is not required to complete Schedules L, M-1, and M-2; Item F on page 1 of Form 1065; or Item L on Schedule K-1.

7 Is this partnership a publicly traded partnership as defined in section 469(k)(2)? **X**

8 During the tax year, did the partnership have any debt that was cancelled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt? **X**

9 Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction? **X**

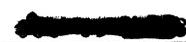
10 At any time during calendar year 2012, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts. If 'Yes,' enter the name of the foreign country. ▶ **X**

Schedule B Other Information (continued)

	Yes	No
11 At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If 'Yes,' the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions.		X
12a Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding a section 754 election.		X
b Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 734(b)? If 'Yes,' attach a statement showing the computation and allocation of the basis adjustment. See instructions.		X
c Is the partnership required to adjust the basis of partnership assets under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If 'Yes,' attach a statement showing the computation and allocation of the basis adjustment. See instructions.		X
13 Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than disregarded entities wholly-owned by the partnership throughout the tax year) <input type="checkbox"/>		
14 At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property?		X
15 If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities, enter the number of Forms 8858 attached. See instructions ▶		
16 Does the partnership have any foreign partners? If 'Yes,' enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership. ▶		X
17 Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return. ▶		
18a Did you make any payments in 2012 that would require you to file Form(s) 1099? See instructions.		X
b If 'Yes,' did you or will you file all required Form(s) 1099?		
19 Enter the number of Form(s) 5471, Information Return of U.S. Persons With Respect To Certain Foreign Corporations, attached to this return. ▶		
20 Enter the number of partners that are foreign governments under section 892 ▶ 0		

Designation of Tax Matters Partner (see instructions)

Enter below the general partner or member-manager designated as the tax matters partner (TMP) for the tax year of this return:

Name of designated TMP ▶	MICHAEL L BUCKMASTER	Identifying number of TMP ▶	
If the TMP is an entity, name of TMP representative ▶		Phone number of TMP ▶	
Address of designated TMP ▶	6144 E DANBURY RD SCOTTSDALE, AZ 85254		

Schedule K Partners' Distributive Share Items		Total amount	
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1	-79,750.
	2 Net rental real estate income (loss) (attach Form 8825)	2	89,031.
	3a Other gross rental income (loss)	3a	
	b Expenses from other rental activities (attach stmt)	3b	
	c Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4 Guaranteed payments	4	79,750.
	5 Interest income	5	
	6 Dividends: a Ordinary dividends	6a	
	b Qualified dividends	6b	
	7 Royalties	7	
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8	
9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a		
b Collectibles (28%) gain (loss)	9b		
c Unrecaptured section 1250 gain (attach statement)	9c		
10 Net section 1231 gain (loss) (attach Form 4797)	10		
11 Other income (loss) (see instructions) Type ▶	11		
Deductions	12 Section 179 deduction (attach Form 4562)	12	
	13a Contributions	13a	
	b Investment interest expense	13b	
	c Section 59(e)(2) expenditures: (1) Type ▶ (2) Amount ▶	13c (2)	
d Other deductions (see instructions) Type ▶	13d		
Self-Employment	14a Net earnings (loss) from self-employment	14a	79,750.
	b Gross farming or fishing income	14b	
	c Gross nonfarm income	14c	
Credits	15a Low-income housing credit (section 42(j)(5))	15a	
	b Low-income housing credit (other)	15b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	15c	
	d Other rental real estate credits (see instructions) Type ▶	15d	
	e Other rental credits (see instructions) Type ▶	15e	
	f Other credits (see instructions) Type ▶	15f	
Foreign Transactions	16a Name of country or U.S. possession		
	b Gross income from all sources	16b	
	c Gross income sourced at partner level	16c	
	Foreign gross income sourced at partnership level		
	d Passive category ▶ e General category ▶ f Other	16f	
	Deductions allocated and apportioned at partner level		
	g Interest expense ▶ h Other	16h	
	Deductions allocated and apportioned at partnership level to foreign source income		
	i Passive category ▶ j General category ▶ k Other	16k	
	l Total foreign taxes (check one): ▶ Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l	
m Reduction in taxes available for credit (attach statement)	16m		
n Other foreign tax information (attach statement)			
Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment	17a	-3,288.
	b Adjusted gain or loss	17b	-4,427.
	c Depletion (other than oil and gas)	17c	
	d Oil, gas, and geothermal properties — gross income	17d	
	e Oil, gas, and geothermal properties — deductions	17e	
	f Other AMT items (attach stmt)	17f	
Other Information	18a Tax-exempt interest income	18a	
	b Other tax-exempt income	18b	
	c Nondeductible expenses	18c	1,255.
	19a Distributions of cash and marketable securities	19a	127,500.
	b Distributions of other property	19b	
	20a Investment income	20a	
b Investment expenses	20b		
c Other items and amounts (attach stmt)			

Analysis of Net Income (Loss)

1 Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16l.						1	89,031.
2 Analysis by partner type:	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt organization	(vi) Nominee/Other	
a General partners							
b Limited partners		89,031.					

Schedule L	Balance Sheets per Books	Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
Assets					
1	Cash		59,200.		16,867.
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities				
6	Other current assets (attach stmt) SEE ST. 1		101,912.		100,212.
7a	Loans to partners (or persons related to partners)				
b	Mortgage and real estate loans				
8	Other investments (attach stmt)				
9a	Buildings and other depreciable assets	1,384,085.		1,346,309.	
b	Less accumulated depreciation	952,949.	431,136.	1,009,889.	336,420.
10a	Depletable assets				
b	Less accumulated depletion				
11	Land (net of any amortization)				
12a	Intangible assets (amortizable only)				
b	Less accumulated amortization				
13	Other assets (attach stmt) SEE ST. 2		189,467.		163,872.
14	Total assets		781,715.		617,371.
Liabilities and Capital					
15	Accounts payable				
16	Mortgages, notes, bonds payable in less than 1 year				
17	Other current liabilities (attach stmt) SEE ST. 3		16,627.		22,195.
18	All nonrecourse loans		1,031,625.		981,415.
19a	Loans from partners (or persons related to partners)				
b	Mortgages, notes, bonds payable in 1 year or more		228.		
20	Other liabilities (attach stmt) SEE ST. 4		3,065.		3,065.
21	Partners' capital accounts		-269,830.		-389,304.
22	Total liabilities and capital		781,715.		617,371.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return
 Note. Schedule M-3 may be required instead of Schedule M-1 (see instructions).

1	Net income (loss) per books	8,026.	6	Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a	Tax-exempt interest .. \$	
3	Guaranteed pmts (other than health insurance)	79,750.	7	Deductions included on Schedule K, lines 1 through 13d, and 16l, not charged against book income this year (itemize):	
4	Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16l (itemize):		a	Depreciation .. \$	
a	Depreciation .. \$		8	Add lines 6 and 7	
b	Travel and entertainment .. \$	1,255.	9	Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	89,031.
5	Add lines 1 through 4	89,031.			

Schedule M-2 Analysis of Partners' Capital Accounts

1	Balance at beginning of year	-269,830.	6	Distributions: a Cash	127,500.
2	Capital contributed: a Cash		b	Property	
	b Property		7	Other decreases (itemize):	
3	Net income (loss) per books	8,026.	8	Add lines 6 and 7	127,500.
4	Other increases (itemize):		9	Balance at end of year. Subtract line 8 from line 5	-389,304.
5	Add lines 1 through 4	-261,804.			

Rental Real Estate Income and Expenses of a Partnership or an S Corporation

▶ See instructions.

▶ Attach to Form 1065, Form 1065-B, or Form 1120S.

Name EJM ENTERPRISES, L.L.C.	Employer identification number 46-0469452
--	---

1	Show the type and address of each property. For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions. See page 2 to list additional properties.			
	Physical address of each property – street, city, state, ZIP code	Type – Enter code 1-8; see page 2 for list	Fair Rental Days	Personal Use Days
A	PO BOX 438 ROOSEVELT LAKE, AZ 85545	1	365	
B	-----			
C	-----			
D	-----			

Rental Real Estate Income		Properties			
		A	B	C	D
2	Gross rents	2	553,873.		
Rental Real Estate Expenses					
3	Advertising	3	905.		
4	Auto and travel	4			
5	Cleaning and maintenance	5			
6	Commissions	6			
7	Insurance	7	7,397.		
8	Legal and other professional fees	8			
9	Interest	9	60,010.		
10	Repairs	10	19,142.		
11	Taxes	11	6,921.		
12	Utilities	12	173,381.		
13	Wages and salaries	13	40,190.		
14	Depreciation (see instructions)	14	89,141.		
15	Other (list) ▶ <u>SEE STATEMENT 5</u>	15	68,041.		
16	Total expenses for each property. Add lines 3 through 15	16	465,128.		
17	Income or (Loss) from each property. Subtract line 16 from line 2	17	88,745.		
18a	Total gross rents. Add gross rents from line 2, columns A through H	18a		553,873.	
18b	Total expenses. Add total expenses from line 16, columns A through H	18b		-465,128.	
19	Net gain (loss) from Form 4797, Part II, line 17, from the disposition of property from rental real estate activities. SEE STATEMENT 6	19		286.	
20a	Net income (loss) from rental real estate activities from partnerships, estates, and trusts in which this partnership or S corporation is a partner or beneficiary (from Schedule K-1)	20a			
b Identify below the partnerships, estates, or trusts from which net income (loss) is shown on line 20a. Attach a schedule if more space is needed:					
(1) Name		(2) Employer identification number			
-----		-----			
-----		-----			
21	Net rental real estate income (loss). Combine lines 18a through 20a. Enter the result here and on: • Form 1065 or 1120S: Schedule K, line 2, or • Form 1065-B: Part I, line 4	21		89,031.	

1 Show the type and address of each property. For each rental real estate property listed, report the number of days at fair rental value and days with personal use. See instructions.

Physical address of each property — street, city, state, ZIP code	Type — Enter code 1-8; see below for list	Fair Rental Days	Personal Use Days
E -----	-----	-----	-----
F -----	-----	-----	-----
G -----	-----	-----	-----
H -----	-----	-----	-----

Rental Real Estate Income		Properties			
		E	F	G	H
2 Gross rents	2				
Rental Real Estate Expenses					
3 Advertising	3				
4 Auto and travel	4				
5 Cleaning and maintenance	5				
6 Commissions	6				
7 Insurance	7				
8 Legal and other professional fees	8				
9 Interest	9				
10 Repairs	10				
11 Taxes	11				
12 Utilities	12				
13 Wages and salaries	13				
14 Depreciation (see instructions)	14				
15 Other (list) ▶ ----- -----	15				
16 Total expenses for each property. Add lines 3 through 15	16				
17 Income or (Loss) from each property. Subtract line 16 from line 2	17				

Allowable Codes for Type of Property

- 1 – Single Family Residence
- 2 – Multi-Family Residence
- 3 – Vacation or Short-term Rental
- 4 – Commercial
- 5 – Land
- 6 – Royalties
- 7 – Self-Rental
- 8 – Other (include description with the code on Form 8825 or on a separate statement)

Schedule K-1
(Form 1065)

2012

Final K-1

Amended K-1

651112

OMB No. 1545-0099

Department of the Treasury
Internal Revenue Service

For calendar year 2012, or tax

year beginning _____, 2012
ending _____

Partner's Share of Income, Deductions, Credits, etc.

► See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
46-0469452

B Partnership's name, address, city, state, and ZIP code
EJM ENTERPRISES, L.L.C.
PO BOX 438
ROOSEVELT, AZ 85545-0438

C IRS Center where partnership filed return
E-FILE

D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
██████████

F Partner's name, address, city, state, and ZIP code
MARILYN K. BEBAN
5950 W MISSOURI AVE
GLENDALE, AZ 85301

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I1 What type of entity is this partner? (see instr) INDIVIDUAL

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc), check here (see instructions)

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	33.3333 %	33.3333 %
Loss	33.3333 %	33.3333 %
Capital	33.3333 %	33.3333 %

K Partner's share of liabilities at year end:

Nonrecourse \$ _____

Qualified nonrecourse financing \$ 327,138.

Recourse \$ _____

L Partner's capital account analysis:

Beginning capital account \$ -157,440.

Capital contributed during the year \$ _____

Current year increase (decrease) \$ 29,258.

Withdrawals and distributions \$ (40,000.)

Ending capital account \$ -168,182.

Tax basis GAAP Section 704(b) book
 Other (explain)

M Did the partner contribute property with a built-in gain or loss?
 Yes No
If 'Yes', attach statement (see instructions)

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	15	Credits	
2	Net rental real estate income (loss) 29,677.			
3	Other net rental income (loss)	16	Foreign transactions	
4	Guaranteed payments			
5	Interest income			
6a	Ordinary dividends			
6b	Qualified dividends			
7	Royalties			
8	Net short-term capital gain (loss)			
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items	
9b	Collectibles (28%) gain (loss)	A		-1,096.
9c	Unrecaptured section 1250 gain	B		-1,475.
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses	
11	Other income (loss)	C	419.	
12	Section 179 deduction	19	Distributions	
13	Other deductions	A	40,000.	
14	Self-employment earnings (loss)	20	Other information	

*See attached statement for additional information.

FOR IRS USE ONLY

Schedule K-1
(Form 1065)

2012

Final K-1 Amended K-1

651112
OMB No. 1545 0099

Department of the Treasury
Internal Revenue Service

For calendar year 2012, or tax
year beginning _____, 2012
ending _____, _____

Partner's Share of Income, Deductions, Credits, etc.
▶ See separate instructions.

Part I Information About the Partnership	
A Partnership's employer identification number 46-0469452	
B Partnership's name, address, city, state, and ZIP code EJM ENTERPRISES, L.L.C. PO BOX 438 ROOSEVELT, AZ 85545-0438	
C IRS Center where partnership filed return E-FILE	
D <input type="checkbox"/> Check if this is a publicly traded partnership (PTP)	
Part II Information About the Partner	
E Partner's identifying number ██████████	
F Partner's name, address, city, state, and ZIP code DAVID L. BUCKMASTER 18191 W. BANFF LANE SURPRISE, AZ 85388	
G <input type="checkbox"/> General partner or LLC member-manager <input checked="" type="checkbox"/> Limited partner or other LLC member	
H <input checked="" type="checkbox"/> Domestic partner <input type="checkbox"/> Foreign partner	
I1 What type of entity is this partner? (see instr) <u>INDIVIDUAL</u>	
I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc), check here (see instructions) <input type="checkbox"/>	
J Partner's share of profit, loss, and capital (see instructions):	
Beginning	Ending
Profit 33.3333 %	33.3333 %
Loss 33.3333 %	33.3333 %
Capital 33.3333 %	33.3333 %
K Partner's share of liabilities at year end:	
Nonrecourse	\$
Qualified nonrecourse financing	\$ 327,138.
Recourse	\$
L Partner's capital account analysis:	
Beginning capital account	\$ -47,695.
Capital contributed during the year	\$
Current year increase (decrease)	\$ -11,991.
Withdrawals and distributions	\$ (42,500.)
Ending capital account	\$ -102,186.
<input checked="" type="checkbox"/> Tax basis <input type="checkbox"/> GAAP <input type="checkbox"/> Section 704(b) book	
<input type="checkbox"/> Other (explain)	
M Did the partner contribute property with a built-in gain or loss?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If 'Yes', attach statement (see instructions)	

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss)	15	Credits
	-41,250.		
2	Net rental real estate income (loss)		
	29,677.		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
	41,250.		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
		A	-1,096.
9b	Collectibles (28%) gain (loss)		
		B	-1,476.
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)	C	418.
12	Section 179 deduction	19	Distributions
		A	42,500.
13	Other deductions	20	Other information
14	Self-employment earnings (loss)		
A	41,250.		
*See attached statement for additional information.			
FOR IRS USE ONLY			

BAA For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Schedule K-1 (Form 1065) 2012

Schedule K-1
(Form 1065)

2012

Final K-1

Amended K-1

651112
OMB No. 1545-0099

Department of the Treasury
Internal Revenue Service

For calendar year 2012, or tax
year beginning _____, 2012
ending _____

Partner's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
46-0469452

B Partnership's name, address, city, state, and ZIP code
EJM ENTERPRISES, L.L.C.
PO BOX 438
ROOSEVELT, AZ 85545-0438

C IRS Center where partnership filed return
E-FILE

D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number
██████████

F Partner's name, address, city, state, and ZIP code
MICHAEL L BUCKMASTER
6144 E DANBURY RD
SCOTTSDALE, AZ 85254

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I1 What type of entity is this partner? (see instr) INDIVIDUAL

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc), check here (see instructions)

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	33.3334 %	33.3334 %
Loss	33.3334 %	33.3334 %
Capital	33.3334 %	33.3334 %

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	327,139.
Recourse	\$	

L Partner's capital account analysis:

Beginning capital account	\$	-64,695.
Capital contributed during the year	\$	
Current year increase (decrease)	\$	-9,241.
Withdrawals and distributions	\$	(45,000.)
Ending capital account	\$	-118,936.

Tax basis GAAP Section 704(b) book
 Other (explain)

M Did the partner contribute property with a built-in gain or loss?
 Yes No
If 'Yes', attach statement (see instructions)

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	15	Credits
	-38,500.		
2	Net rental real estate income (loss)		
	29,677.		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
	38,500.		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
		A	-1,096.
9b	Collectibles (28%) gain (loss)		
		B	-1,476.
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
		C	418.
12	Section 179 deduction	19	Distributions
		A	45,000.
13	Other deductions		
		20	Other information
14	Self-employment earnings (loss)		
	38,500.		

*See attached statement for additional information.

FOR IRS USE ONLY

**Depreciation and Amortization
(Including Information on Listed Property)**

Department of the Treasury
Internal Revenue Service (99)

▶ See separate instructions. ▶ Attach to your tax return.

Attachment
Sequence No. **179**

Name(s) shown on return

EJM ENTERPRISES, L.L.C.

Identifying number

46-0469452

Business or activity to which this form relates

FORM 8825, RENTAL REAL ESTATE - MOBILE HOME PARK

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions).....	1	500,000.
2	Total cost of section 179 property placed in service (see instructions).....	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions).....	3	2,000,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-.....	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions.....	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29.....	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7.....	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8.....	9	
10	Carryover of disallowed deduction from line 13 of your 2011 Form 4562.....	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instrs).....	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11.....	12	
13	Carryover of disallowed deduction to 2013. Add lines 9 and 10, less line 12.....	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions).....	14	3,070.
15	Property subject to section 168(f)(1) election.....	15	
16	Other depreciation (including ACRS).....	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2012.....	17	85,751.
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here <input type="checkbox"/>		

Section B - Assets Placed in Service During 2012 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19 a 3-year property.....						
b 5-year property.....		1,043.	5	MQ	200DB	248.
c 7-year property.....		2,025.	7	MQ	200DB	72.
d 10-year property.....						
e 15-year property.....						
f 20-year property.....						
g 25-year property.....			25 yrs		S/L	
h Residential rental property.....			27.5 yrs	MM	S/L	
i Nonresidential real property.....			39 yrs	MM	S/L	

Section C - Assets Placed in Service During 2012 Tax Year Using the Alternative Depreciation System

20 a Class life.....					S/L	
b 12-year.....			12 yrs		S/L	
c 40-year.....			40 yrs	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28.....	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions.....	22	89,141.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs.....	23	

Sales of Business Property
(Also Involuntary Conversions and Recapture Amounts
Under Sections 179 and 280F(b)(2))
Attach to your tax return.

Department of the Treasury
Internal Revenue Service

Information about Form 4797 and its separate instructions is at www.irs.gov/form4797.

Attachment
Sequence No. 27

Name(s) shown on return

EJM ENTERPRISES, L.L.C.

Identifying number

46-0469452

1 Enter the gross proceeds from sales or exchanges reported to you for 2012 on Form(s) 1099-B or 1099-S
(or substitute statement) that you are including on line 2, 10, or 20 (see instructions).

1

Part I Sales or Exchanges of Property Used in a Trade or Business and Involuntary Conversions From Other Than Casualty or Theft - Most Property Held More Than 1 Year (see instructions)

Table with 7 columns: (a) Description of property, (b) Date acquired, (c) Date sold, (d) Gross sales price, (e) Depreciation allowed or allowable since acquisition, (f) Cost or other basis, plus improvements and expense of sale, (g) Gain or (loss). Rows 2-7 are empty.

- 3 Gain, if any, from Form 4684, line 39.
4 Section 1231 gain from installment sales from Form 6252, line 26 or 37.
5 Section 1231 gain or (loss) from like-kind exchanges from Form 8824.
6 Gain, if any, from line 32, from other than casualty or theft.
7 Combine lines 2 through 6. Enter the gain or (loss) here and on the appropriate line as follows:

Partnerships (except electing large partnerships) and S corporations. Report the gain or (loss) following the instructions for Form 1065, Schedule K, line 10, or Form 1120S, Schedule K, line 9. Skip lines 8, 9, 11, and 12 below.

Individuals, partners, S corporation shareholders, and all others. If line 7 is zero or a loss, enter the amount from line 7 on line 11 below and skip lines 8 and 9. If line 7 is a gain and you did not have any prior year section 1231 losses, or they were recaptured in an earlier year, enter the gain from line 7 as a long-term capital gain on the Schedule D filed with your return and skip lines 8, 9, 11, and 12 below.

- 8 Nonrecaptured net section 1231 losses from prior years (see instructions).
9 Subtract line 8 from line 7. If zero or less, enter -0-. If line 9 is zero, enter the gain from line 7 on line 12 below. If line 9 is more than zero, enter the amount from line 8 on line 12 below and enter the gain from line 9 as a long-term capital gain on the Schedule D filed with your return (see instructions).

Part II Ordinary Gains and Losses (see instructions)

10 Ordinary gains and losses not included on lines 11 through 16 (include property held 1 year or less):

Table with 7 columns: (a) Description of property, (b) Date acquired, (c) Date sold, (d) Gross sales price, (e) Depreciation allowed or allowable since acquisition, (f) Cost or other basis, plus improvements and expense of sale, (g) Gain or (loss). Rows 10-16 are empty.

- 11 Loss, if any, from line 7.
12 Gain, if any, from line 7 or amount from line 8, if applicable.
13 Gain, if any, from line 31.
14 Net gain or (loss) from Form 4684, lines 31 and 38a.
15 Ordinary gain from installment sales from Form 6252, line 25 or 36.
16 Ordinary gain or (loss) from like-kind exchanges from Form 8824.
17 Combine lines 10 through 16.

18 For all except individual returns, enter the amount from line 17 on the appropriate line of your return and skip lines a and b below. For individual returns, complete lines a and b below:

a If the loss on line 11 includes a loss from Form 4684, line 35, column (b)(ii), enter that part of the loss here. Enter the part of the loss from income-producing property on Schedule A (Form 1040), line 28, and the part of the loss from property used as an employee on Schedule A (Form 1040), line 23. Identify as from 'Form 4797, line 18a.' See instructions

b Redetermine the gain or (loss) on line 17 excluding the loss, if any, on line 18a. Enter here and on Form 1040, line 14.

BAA For Paperwork Reduction Act Notice, see separate instructions.

Part III Gain From Disposition of Property Under Sections 1245, 1250, 1252, 1254, and 1255
(see instructions)

19(a) Description of section 1245, 1250, 1252, 1254, or 1255 property:	(b) Date acquired (mo, day, yr)	(c) Date sold (mo, day, yr)
A KUTBOTA TRACTOR	3/01/08	10/11/12
B		
C		
D		

These columns relate to the properties on lines 19A through 19D		Property A	Property B	Property C	Property D
20	Gross sales price (Note: See line 1 before completing.)	20	12,000.		
21	Cost or other basis plus expense of sale.	21	43,915.		
22	Depreciation (or depletion) allowed or allowable.	22	32,201.		
23	Adjusted basis. Subtract line 22 from line 21.	23	11,714.		
24	Total gain. Subtract line 23 from line 20.	24	286.		
25 If section 1245 property:					
a	Depreciation allowed or allowable from line 22.	25a	32,201.		
b	Enter the smaller of line 24 or 25a.	25b	286.		
26 If section 1250 property: If straight line depreciation was used, enter -0- on line 26g, except for a corporation subject to section 291.					
a	Additional depreciation after 1975 (see instrs)	26a			
b	Applicable percentage multiplied by the smaller of line 24 or line 26a (see instructions)	26b			
c	Subtract line 26a from line 24. If residential rental property or line 24 is not more than line 26a, skip lines 26d and 26e.	26c			
d	Additional depreciation after 1969 & before 1976.	26d			
e	Enter the smaller of line 26c or 26d.	26e			
f	Section 291 amount (corporations only).	26f			
g	Add lines 26b, 26e, and 26f.	26g			
27 If section 1252 property: Skip this section if you did not dispose of farmland or if this form is being completed for a partnership (other than an electing large partnership).					
a	Soil, water, and land clearing expenses	27a			
b	Line 27a multiplied by applicable percentage (see instructions).	27b			
c	Enter the smaller of line 24 or 27b.	27c			
28 If section 1254 property:					
a	Intangible drilling and development costs, expenditures for development of mines and other natural deposits, mining exploration costs, and depletion (see instructions).	28a			
b	Enter the smaller of line 24 or 28a.	28b			
29 If section 1255 property:					
a	Applicable percentage of payments excluded from income under section 126 (see instructions).	29a			
b	Enter the smaller of line 24 or 29a (see instrs).	29b			

Summary of Part III Gains. Complete property columns A through D through line 29b before going to line 30.

30	Total gains for all properties. Add property columns A through D, line 24.	30	286.
31	Add property columns A through D, lines 25b, 26g, 27c, 28b, and 29b. Enter here and on line 13.	31	286.
32	Subtract line 31 from line 30. Enter the portion from casualty or theft on Form 4684, line 33. Enter the portion from other than casualty or theft on Form 4797, line 6.	32	0.

Part IV Recapture Amounts Under Sections 179 and 280F(b)(2) When Business Use Drops to 50% or Less
(see instructions)

	(a) Section 179	(b) Section 280F(b)(2)
33 Section 179 expense deduction or depreciation allowable in prior years.	33	
34 Recomputed depreciation (see instructions).	34	
35 Recapture amount. Subtract line 34 from line 33. See the instructions for where to report.	35	

EJM ENTERPRISES, L.L.C.

46-0469452

STATEMENT 1
FORM 1065, SCHEDULE L, LINE 6
OTHER CURRENT ASSETS

	<u>BEGINNING</u>	<u>ENDING</u>
DUE FROM RELATED PARTY.....	\$ 45,000.	\$ 45,000.
EMPLOYEE ADVANCES.....	1,700.	0.
MISC. RECEIVABLE-RELATED PARTY.....	55,212.	55,212.
TOTAL	<u>\$ 101,912.</u>	<u>\$ 100,212.</u>

STATEMENT 2
FORM 1065, SCHEDULE L, LINE 13
OTHER ASSETS

	<u>BEGINNING</u>	<u>ENDING</u>
DEFERRED CAPITAL INTEREST.....	\$ 189,467.	\$ 163,872.
TOTAL	<u>\$ 189,467.</u>	<u>\$ 163,872.</u>

STATEMENT 3
FORM 1065, SCHEDULE L, LINE 17
OTHER CURRENT LIABILITIES

	<u>BEGINNING</u>	<u>ENDING</u>
SALES TAXES PAYABLE.....	\$ 127.	\$ 6,295.
SECURITY DEPOSITS.....	16,500.	15,900.
TOTAL	<u>\$ 16,627.</u>	<u>\$ 22,195.</u>

STATEMENT 4
FORM 1065, SCHEDULE L, LINE 20
OTHER LIABILITIES

	<u>BEGINNING</u>	<u>ENDING</u>
DUE TO RELATED PARTY.....	\$ 3,065.	\$ 3,065.
TOTAL	<u>\$ 3,065.</u>	<u>\$ 3,065.</u>

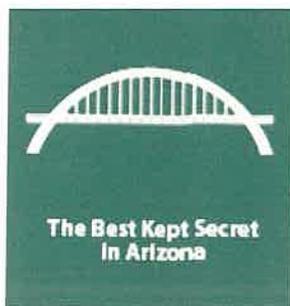
**STATEMENT 5
FORM 8825, LINE 15
OTHER EXPENSES**

PROPERTY A: PO BOX 438 ROOSEVELT LAKE, AZ 85545
 PROPERTY B:
 PROPERTY C:
 PROPERTY D:

	PROPERTY A	PROPERTY B	PROPERTY C	PROPERTY D
ACCOUNTING.....	\$ 3,690.			
BANK CHARGES.....	714.			
CABLE.....	2,092.			
COMPUTER EXPENSE.....	2,111.			
CREDIT REPORTS.....	480.			
DUES & SUBSCRIPTIONS.....	180.			
GIFTS & FLOWERS.....	200.			
INTERNET.....	829.			
LICENSES AND PERMITS.....	289.			
MEALS & ENTERTAINMENT (50%).....	1,255.			
MISCELLANEOUS.....	1,328.			
OFFICE & PARK SUPPLIES.....	7,406.			
OUTSIDE SERVICES.....	20,972.			
PAYROLL SERVICE.....	1,581.			
PEST CONTROL.....	780.			
SMALL TOOLS.....	657.			
TELEPHONE.....	11,053.			
TRAINING.....	350.			
TRAVEL.....	859.			
VEHICLE EXPENSE.....	11,215.			
TOTAL	\$ 68,041.			

**STATEMENT 6
FORM 8825, LINE 19
DISPOSITION OF PROPERTY FROM RENTAL R. E. ACTIVITIES**

PROPERTY ADDRESS	PASSIVE NONPASS	ORDINARY GAIN	SEC. 1231 TOTAL
PO BOX 438 ROOSEVELT LAKE, AZ 85545.....	PASSIVE	\$ 286.	
TOTAL		\$ 286.	\$ 0.



**ROOSEVELT
LAKEVIEW PARK**
928-961-6822
RLParkaz@gmail.com
28078 N. AZ HWY. 188
Roosevelt, AZ 85545

December 19, 2013

Robert A. Gould
Director of Community Development Division
745 N. Rose Mofford Way
Globe, AZ 85501

Dear Mr. Gould:

We appreciate the Counties patience and their cooperation regarding the Townsite Act application for Roosevelt Lakeview Park.

Enclosed you will find the following:

- Loan Commitment Letter, from DKT Holdings, LLC.
- Appraisal, done by Southwestern AG Services, LLC.
- Survey completed by Golden Rule Survey Company.

We believe this is the initial documentation, which was requested by Gila County. This documentation should enable the County to submit the Townsite Act application for the U.S. Forest Service, Department of Agriculture.

If you need any further information or have any concerns, please do not hesitate to contact us.

Again, we appreciate the county's continued support in this endeavor.

Sincerely,

EJM Enterprises, LLC
Roosevelt Lakeview Park
David L. Buckmaster and Michael L. Buckmaster, Managing Members

Encl: Commitment Letter, Appraisal, Survey

cc: Neil Bosworth, Forest Supervisor, Tonto National Forest
John Kaites, Public Policy Partners

DLB/lls

**A
COMPLETE
APPRAISAL
REPORTED
IN
SUMMARY FORMAT**

OF THE

30.69 ACRE

PROPERTY

**ASSUMED TO
BE
VACANT**

LOCATED

IN

ROOSEVELT, ARIZONA

FOR

**MR. DAVID BUCKMASTER
P.O. BOX 438
ROOSEVELT, ARIZONA 85545**

BY

**SOUTHWESTERN AG SERVICES, LLC
7254 E. SOUTHERN AVE., STE. 107
MESA, ARIZONA 85209**

DATE OF VALUATION: OCTOBER 19, 2013

DATE OF REPORT: OCTOBER 25, 2013

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APPRAISAL
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7254 E. SOUTHERN AVE., STE. 107
MESA, ARIZONA 85209**

DATE OF VALUATION: OCTOBER 19, 2013

DATE OF REPORT: OCTOBER 25, 2013

Southwestern Ag Services, LLC

7254 East Southern Avenue, Suite 107
Mesa, AZ 85209
Phone: (480) 994-3455 Cell: (602) 509-0160
Fax: (480) 699-5072
dwebb209@cox.net

October 25, 2013

Mr. David Buckmaster
P.O. Box 438
Roosevelt, Arizona 85545

Dear Mr. Buckmaster:

Re: Appraisal of 30.69 Acres vacant land south shore Roosevelt Lake, Gila County, Arizona

Pursuant to your request on September 1, 2013, while at your property, Duane E. Webb, ARA of Southwestern Ag Services, LLC has prepared a Summary Appraisal on an assumed vacant site containing 30.69 acres located south of the Highway and south of the Roosevelt Lake Marina, Roosevelt, Arizona in Gila County.

The purpose of this appraisal is to determine the Market Value of the appraised property as though it is a vacant tract containing 30.69 acres based on the definitions contained in the following report, for your personal purpose. Terms of the property value are cash or acceptable terms at close of escrow. The property is appraised as though it is in a vacant condition with no improvements.

The property consists of a surveyed 30.69 acres assumed to be a vacant tract without and improvements of any kind, no water, sewer, electricity, and limited access. The estate appraised is the assumed fee simple interest of these 30.69 acres of assumed to be vacant unimproved land. The legal description supplied is assumed to be correct as to title and boundaries and is based on the enclosed survey. An investigation of title of the property has not been made. This appraisal assumes that the property has ingress from the county Highway on the north side of the property. Valuation is reported without regard to question of title, boundaries or encumbrances. The date of this valuation is October 19, 2013, which is the last date of inspection of the appraised property.

The appraised property is appraised assuming it to be vacant with no improvements on the entire appraised parcel. It is assumed that there are no buildings improvements on the entire 30.69 acres.

Per the existing Flood Insurance Rate Maps, 100% of the appraised property is in Flood Zone D, An area of undetermined but possible flood hazards.

Current zoning is nonexistent, as the property is under an expired Special Use Permit from the Department of Agriculture Tonto National Forest. The appraised property is in conformance with its current use with the Tonto National Forest.

This is a Complete Appraisal, reported in a Summary format, in accordance with Standard Rule 2-2(b), of the Uniform Standards of Professional Appraisal Practice, as set forth by the Appraisal Foundation made with special assumptions in place.

There are 71 consecutively numbered pages in this report, including the title pages and addenda. The undersigned is the only individual responsible for the data analysis contained in this report.

I appreciate this opportunity to be of service to you. If you should have any questions, please do not hesitate to call.

Value of 30.69 acre property appraised as though vacant \$322,000

Respectfully submitted,

SOUTHWESTERN AG SERVICES, LLC



Duane E. Webb ARA
Certified General Real Estate Appraiser
Arizona Certificate No. 30011

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SUMMARY OF FACTS/PROPERTY IDENTIFICATION

Ownership:	Per public records reviewed by the appraiser, current ownership of the appraised property is vested in the name of The Tonto National Forest under the US Department of Agriculture.	
Estate Appraised:	100% interest in the assumed Fee Simple estate, subject to any governmental powers.	
Purpose and Function:	To determine the Market Value "as is as though vacant"	
Acreage:	30.69 acres	
Date of Valuation "As Is":	October 19, 2013	
Date of Inspection:	September 1 & October 19, 2013	
Location:	Roosevelt, Arizona in Gila County	
Legal Description:	Township 4 North, Range 12 East, Gila and Salt River Base and Meridian, Gila County, AZ; Parts of Sections 21 and 28 by metes and bounds	
Assessor's Tax Parcel #'s:	No tax parcel number	
Current Zoning:	No zoning as property is leased from the Department of Agriculture Tonto National Forest under a Special Use Permit issued on 9/2/2002, and expired on 1/1/2013.	
Ground Water Active Management Area:	The appraised property is located outside of all AMA's and INA's, and there are no limitations on groundwater pumping.	
Flood Hazards:	Per the county flood zoning, this property is in Flood zone D, an area of undetermined but possible flood hazards.	
Building Improvements:	At the clients request the appraised property is appraised as though there are no improvements of any kind on it as a vacant parcel.	
Highest and Best Use:	Land held for Investment	
Valuation "As Is":	Value of 30.69 acres as though vacant:	\$322,000

INTRODUCTION

Authorization

Southwestern Ag Services, LLC was authorized by Mr. Dave Buckmaster of Roosevelt Lakeview Park, to appraise the herein described property consisting of 30.69 acres per a survey under the assumption that the property is vacant with no improvements; the property is located south of Roosevelt, Arizona in Gila County, Arizona.

Purpose, Function and Intended Users

The purpose of this appraisal is to estimate the Market Value, as of October 19, 2013, for a 100% interest in the appraised property. Mr. Buckmaster has indicated that the appraisal will be used for potential acquisition consideration. The anticipated user of this report is Mr. Dave Buckmaster of Roosevelt Lakeview Park.

Property Rights Appraised

The estate appraised for the subject property is a 100% interest in the assumed fee simple estate on the appraised land subject to the four powers of government, (taxation, eminent domain, police power and escheat).

Scope of the Appraisal

The scope of this appraisal report is to accurately collect, confirm, report and analyze sufficient data so that the reader may logically reach the same conclusions as the appraiser, of the Market Value, "as though vacant", of the subject property. **The major assumption in this appraisal is that the 30.69 acres herein appraised is assumed to be a vacant tract with no improvements.** As part of the appraisal, the appraiser has examined the subject's area and neighborhood data, conducted a physical inspection of the subject, and a general inspection of the surrounding neighborhood and market area. The appraiser also conducted a sales search for the subject's neighborhood and market area. Sales data sources include Gila County Assessor, First American Real Estate Solutions, Arizona Department of Revenue sales data, Arizona real estate brokers and sales persons active in agricultural and rural properties, buyers and sellers and other records on file with Southwestern Ag Services, LLC. Sales are confirmed with the buyer, seller or brokers who are parties to the transaction, or a lender or other parties involved in the transaction. First party confirmation is sought for all cases, but secondary confirmation sources are occasionally the only sources available.

Broker/Agent market discussions have been conducted with:

Mr. Dave Egiggi, Broker, Phoenix, Arizona
(Active broker statewide on various real estate properties)

Mr. Tom Rolston, Ganado Group
(Active ranch broker statewide)

These broker discussions concern demand and market trends, rental and land sales activity for the neighborhood and area. Sales were inspected visually by the appraiser, and include copies of maps and photos for the sales cited.

Employment, population and economic trends were analyzed using demographic data provided by the U.S. Census Bureau, the Arizona Republic/The Phoenix Gazette, State and Local Chambers of Commerce, the University of Arizona, the Arizona Department of Economic Security, and the Economic Outlook Center, College of Business, Arizona State University.

This is a Complete Appraisal, reported in a Summary Format, in compliance with the reporting requirements as set forth under Standard Rule 2-2(b) of U.S.P.A.P. for a Complete Summary Appraisal

Report. This report presents an expanded discussion of the data, reasoning and analyses that were utilized by the appraiser.

Statement of Assumptions and Limiting Conditions

Neither an investigation of title nor a survey of the property has been made. Valuation is reported without regard to questions of title, boundaries or encumbrances. The legal description furnished by the Client is assumed to be correct and is based on a survey dated 8/15/13 made by Golden Rule Surveying LLC and is used in this report.

The liability of the Southwestern Ag Services, LLC, its employees, and/or contractors is limited to the client. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions as assumptions of the assignment and related discussions. There is no obligation or liability to any third party. The appraiser assumes no responsibility for any costs incurred to discover or correct any deficiencies of any type present in the property -- physically, financial, or legally.

Possession of this report, or any copy thereof, does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the appraiser for the use by the client, the fee being for the analytical services only.

The Bylaws and Regulations of the American Society of Farm Managers and Rural Appraisers require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate; except as hereinafter provided, the client may distribute copies of this appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of the appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales, or other media for public communication without prior written consent of the appraiser.

This appraisal is to be used only in its entirety. No part or portion thereof is to be used by any party without the whole report. All conclusions and opinions concerning the analyses, which are set forth in the report, were prepared by the appraisers whose signatures appear on the appraisal report. No change of any item in the report shall be made by anyone other than the appraisers and/or officers of the firm. The appraiser and firm shall have no responsibility if any such unauthorized change is made.

The appraisers may not divulge the material (evaluation) contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing except as may be required by the American Society of Farm Managers and Rural Appraisers as they may request in confidence for ethics enforcement, or by court of law or body with the power of subpoena.

No responsibility is assumed for accuracy of the information provided by the owners, tenants, the client, this designee, or public records. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other sources thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to design, engineering and some market-related information.

The contract for appraisal, consultation, or analytical service is fulfilled and the total fee is payable upon completion of the report. The appraiser or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required because of subpoena, the client shall be responsible for any additional time, fee, and charges regardless of issuing party.

The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if included, are for the same purpose (as of the date of the photos). Site plans are not surveys unless shown from a separate surveyor.

No responsibility is assumed for matters of legal character or nature, nor matters of survey, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report.

The appraiser has inspected as far as possible, by observation, the land and the improvements; however, it is not possible to personally observe conditions beneath the soil, or hidden structural, or other subsoil components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimate considers there being no such conditions that would cause a loss in value. The land or the soil of the area being appraised appears firm; however, subsidence in the area is unknown. The appraiser does not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal is based on there being no hidden, un-apparent or apparent conditions of the property site, subsoil, structures, or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard of properties of the subject type. Conditions of heating, cooling, ventilating, electrical, and plumbing equipment is considered to be operable unless otherwise stated.

Unless otherwise stated in the report, the existence of hazardous material, which may or may not be present on the subject property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such material on or in the property appraised. The appraiser, however, is not qualified to detect such substances. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such condition(s), or for any expertise or engineering knowledge required to discover such. The client is urged to retain an expert in this field, if desired.

The appraiser assumes no responsibility for any costs or consequences arising due to need, or the lack of need, for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contracted to determine the actual need for Flood Hazard Insurance.

The appraisal is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations unless otherwise stated in the report; further that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal, and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

The estimated market value, which is defined in the report, is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace, at a specific point in time.

In cases of appraisals involving capitalization of income benefits, the estimate of market value or investment value or value-in-use is a reflection of such benefits and appraiser's interpretation of income, yields, and other factors derived from general and specific client and market information. Such estimates are limited to the date of the estimate of value; and are thus subject to change as the market and values are naturally dynamic.

The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

Appraisal report and value estimate are subject to change if physical, legal entity, or financing different than that envisioned at the time of writing this report becomes apparent at a later date.

It is assumed that the property, which is the subject of this report, will be under prudent and competent ownership and management, neither inefficient nor super-efficient.

The compensation (fee) for preparation of this appraisal report has no relation to the final values reported.

The appraisers and/or officers of Southwestern Ag Services, LLC, reserve the right to alter statements, analysis, conclusions, or any value estimate in the appraisal process, which were unknown to us at the time of the report preparation.

Mineral rights, noise, and environmental factors have not been given segregated consideration except as noted; they have been treated with the whole.

This report has been prepared in conformity with the Code of Ethics and Standards of Professional Practice of the American Society of Farm Managers and Rural Appraisers, and in compliance with U.S.P.A.P. Standards.

Acceptance of, and/or use of this appraisal report by the client or any third party constitutes acceptance of the above conditions.

This appraisal is made subject to the assumption that the 30.69 acre site is a vacant tract of land with no improvements whatsoever.

Map Source

Included as an integral part of the appraisal report are maps of the appraised property. These maps were prepared by Southwestern Ag Services, LLC, and although they do not purport to represent survey accuracy, it is believed that they are substantially correct and, therefore, adequately serve as visual reference to the property.

The information for the preparation of these maps was obtained from Gila County Highway Maps, U.S.G.S. Topographical Maps, Arizona Department of Transportation Maps, DeLorme – Street Atlas USA, Gila County Assessor's Maps, inspection of the subject property and USDA/National Resource Conservation Service maps.

Definitions and Terms Used

Appraisal: The act or process of estimating value. An opinion of the nature, quality, value or utility of specified interests in, or aspects of, identified real estate.

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the four powers of government.

Personal Property: Generally, movable items; that is, those not permanently affixed to and a part of real estate. In deciding whether or not a thing is personal property or real estate, usually there must be considered: (1) the manner in which it is annexed; (2) the intention of the party who made the annexation (that is, to leave permanently or to remove at some time); (3) the purpose for which the premises are used. Generally, and with exceptions, items remain personal property if they can be removed without serious injury either to the real estate or to the item itself.

Personalty: Personal, rather than real property. That which is movable. See Personal Property.

Probable Price: The most likely amount of money at which a property will sell (under the economic, social and political conditions prevailing at the date of the appraisal and under conditions requisite to a fair sale).

Competitive and Open Market: A reasonable time is allowed for exposure on the open market. During the reasonable period of marketing, the market value may be undergoing a change. Changes in interest rates, tax laws, governmental programs, global stability, and perceptions about the future can cause significant shifts in the market prices for various classes of realty. The appraisal considers the conditions prevailing on the date of the valuation and only includes trends that are being reflected by the market at that time.

Buyer and Seller: Typically motivated; well informed or advised; acting in own self-interest; and not under **undue duress**. For example, a prudent man may know his property and how the market relates to it. But, he may elect to sell at a low price, if his self interest tells him that he must have capital (money) hurriedly in order to take advantage of a good investment elsewhere.

Money: Cash, or the equivalency of cash. (Money is something generally accepted as a medium of exchange, a measure of value, a means of payment.)

Real Estate: The physical land and appurtenances, including structures affixed thereto.

Real Property: The interests, benefits and rights inherent in the ownership of the physical real estate. It is the bundle of rights with which ownership of real estate is endowed. (This does not include personal property.)

Leasehold Estate: The right to use and occupy real estate for a stated term and under certain conditions; conveyed by a lease.

Definition of Market Value Statement of Typical Marketing Period Assumed

Market Value means the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Buyer and seller are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Rules and Regulations, Federal Register, Vol. 55, No. 165, Page 34696.

Typical Exposure and Marketing Period

The Uniform Standards of Professional Appraisal Practice state that the appraiser should estimate the anticipated Exposure time linked to the value estimate.

Exposure time is defined, as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is always presumed to precede the effective date of the appraisal. Exposure time is different for various types of real estate and under various market conditions. The estimate of the exposure time is an integral part of the analyses conducted during the appraisal process, and is based on data gathered through sales verification as well as interviews with market participants.

The appraiser's review and analysis of ranch sales within the subject's market area indicates that there is relatively strong demand for area ranches.

The reasonable exposure period in which it is anticipated that the subject property will receive an offer is nine to twelve months.

The marketing time is defined as an estimate of the amount of time that it might take to sell the identified property interest at the estimated market value level during the period immediately after the effective date of the appraisal. An estimate of marketing time is not intended to be a prediction of a date of sale. It is often inappropriate to assume that the value as of the effective date of an appraisal remains stable during a marketing period. The estimate of the marketing time is an integral part of the analyses conducted during the appraisal process, and is based on data gathered through sales verification, interviews with market participants, and anticipated changes in market conditions.

The reasonable marketing period anticipated is nine to twelve months. The anticipated terms of sale are expected to be cash, or on terms considered to be equivalent to cash.

The estimated marketing and exposure periods are based on the recent sales, discussed later in this report.

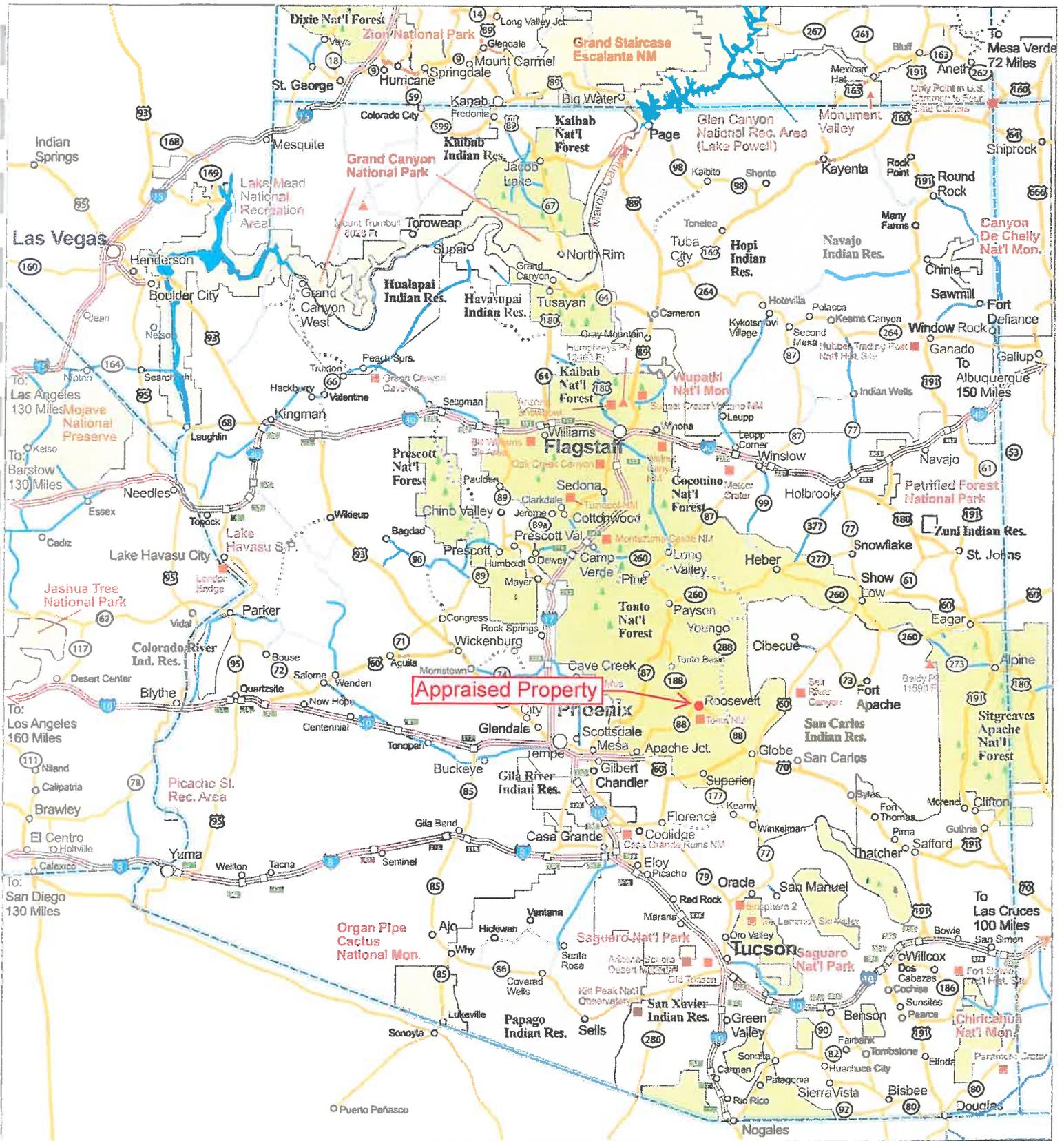
This marketing period anticipates professional marketing and exposure of the property to potential buyers, at a price or value reasonably supported by current market sales activity.

Since current and recent prior market sales activity in the subject vicinity indicates that a 9 to 12 month marketing period is reasonable and typical for this type of property, we do not see any adverse impact that this marketing period will have on the subject's Market Value. Those sales that took longer than 9 to 12 months to sell were typically priced above current market conditions.

Date of Valuation and Date of Inspection

The date of valuation is October 19, 2013. The appraiser physically inspected the appraised property on September 1, 2013 and October 19, 2013.

PROPERTY LOCATION MAP



AREA DESCRIPTION

Location

The appraised property is located in the rural area in the central portion of Gila County, in Roosevelt, Arizona on Highway 188. Globe is the closest community that can provide goods and services for the subject's immediate neighborhood. Globe is the County Seat for Gila County and is located 30 miles southeast of the appraised property.

Tonto Basin is approximately 22 miles north of the appraised property via Highway 188. From Globe Phoenix Arizona is approximately 96 miles west on Highway 60/70.

Area Access

I-10 is a major interstate highway that links California on the West Coast across the southern portion of the United States. This interstate is 120 miles west of Globe in Phoenix, Arizona. The Burlington Southern/Santa Fe Railroad main line parallels I-8 through Arizona western and southern area. Payson is also linked to Globe Arizona the County seat of Gila County via paved highway 188, and also connects to Winslow Arizona west of Holbrook via Highway 87 through Pine and Strawberry. Interstate 40 is a major interstate that connects California across the central and northern portion of the United States. This interstate is approximately 180 miles north of Phoenix Arizona via Interstate 17 to Flagstaff Arizona.

Arizona – General Description

Arizona is the sixth largest state in the US, having an area of 295,146 square miles, or 72,931,840 acres. This landmass is broken down into 15 counties, which vary in size from 792,000 acres to 11,947,000 acres. In terms of land ownership, the State's land mass is 34.97% Federal controlled by the BLM, Military and Forest Service; 12.91% is controlled by the State of Arizona; 27.71% is controlled by various Indian Tribes; 7.91% is controlled by the US Park Service, County or City Parks, or other Municipalities; and only 16.5% is held individually or corporately.

Elevations vary from a low of 140 feet above sea level in the southwest corner of the State near the City of Yuma, to over 12,633 feet on Mt. Humphreys in the San Francisco Peaks northwest of Flagstaff. The distance between these two points is only 264 miles. Within this distance, the vegetation varies from Sonoran/Mojave Desert, to Ponderosa Pine and Douglas fir forest.

At the present time, there are 15,500± farms and ranches in the state. Arizona is reported to have some of the largest farms in the US, with a reported average size of 2,573 acres; however, this is somewhat misleading because cattle ranches are lumped together with farms. Most farms can be generalized as ranging in size from 160 to 1,900 acres.

Virtually all of Arizona's crop acreage is irrigated. The amount of irrigable land is reported at 1,200,000± acres. This is only 1.37% of the State's total landmass. The major limitation to increasing this acreage is the lack of sufficient irrigation water supplies, climatic conditions, length of the growing season in the higher elevations, or soils. Irrigation water is supplied by surface runoff diversions and irrigation well pumping.

Regional Economic Data Analysis

Arizona was the second fastest growing state in the 1980's and 90's, however in 2006 it surpassed Nevada to become the fastest growing State, and is now again the second fastest growing state behind Utah. Approximately 65% of that growth occurred in Maricopa County (south central Arizona), where 60% of the state's population resides. Arizona's 2012 population growth is estimated in the range of .94% from 2011.

Arizona's main economic sectors include Service Producing and Goods Producing, and both sectors experienced continued strong employment growth.

In 2012, the Services segment was the single largest economic sector, employing approximately 2,174,500 people, with Trade, Transportation and Utilities, (482,000), Government, (412,600), Professional Business Services, (354,600), Educational and Health Services, (364,800), Finance Activities (169,500), Information (36,200) and Other Services (87,700). Many of these jobs are directly related to travel and tourism in the Leisure and Hospitality sector, (267,200). The non-metropolitan areas are more dependent on this sector than Phoenix and Tucson, primarily because of closer proximity to natural attractions, but also due to the less diverse economies found in the rural areas.

In 2012, the Goods Producing segment of the work force accounted for 281,500 jobs, with Manufacturing (151,300) and Construction (118,400) employment being the largest employer components. Arizona has been particularly successful in attracting high-tech industries. Mining, (primarily copper) is a component of the Goods Producing sector, but like Agriculture, it is more capital than labor intensive. In 2012 the mining segment of this sector accounted for 11,700 jobs, which is a slight increase from 2011 (11,600), for similar reasons as the service industries. The employment decline is due to advances in technology replacing labor in recent years, even with the current high copper demand and prices.

Agriculture is also significant although it tends to be more capital than labor intensive. Agriculture, forestry and fishing were directly responsible for approximately 11,170* jobs in 2011. Though the employment level is relatively low, the total revenue estimated was approximately \$4.3 billion in 2011. Primary crops are cotton, hay, lettuce, cauliflower, broccoli, citrus and melons. Cattle raising, dairies and feedlot operations are also important segments of this employment sector.

*Source: Bureau of Labor Statistics

Arizona Population

July, 2012 AZ Department of Economic Security population estimates for Arizona, La Paz County and selected communities are as follows as of July 1, 2012:

Arizona	6,498,569
Gila County	53,626
Payson	15,326
Globe	7,500
Unincorporated	25,670

There has been a 3.29% increase in population for the last five years. Arizona shows a 25.78% population increase from the 2000 census to the 2012 census, or a 2.15% increase per year, with Gila County growth staying virtually flat.

Arizona Non-Agricultural Employment Structure – 2012

	<u>Percent of Total</u>
Mining	0.5%
Construction	4.8%
Manufacturing	6.2%
Transportation, Trade and Public Utilities	19.6%
Information	1.5%
Finance, Insurance and Real Estate	6.9%
Professional & Business Services	14.4%
Education & Health Services	14.9%
Leisure & Hospitality	10.9%
Other Services	3.6%
Government/Public Administration	16.8%

Source: Arizona Department of Economic Security

Arizona Labor Force Data (Non-farm, Annual Averages)

	<u>2009 Year</u>	<u>2010 Year</u>	<u>2011 Year</u>	<u>2012 Year</u>
Civilian Labor Force	3,127,526	3,100,253	3,034,262	3,010,444
Employed	2,818,389	2,774,768	2,746,634	2,762,441
Unemployed	309,137	325,485	287,628	248,003
Unemployed Rate	9.9%	10.5%	9.5%	8.2%

Source: Arizona Department of Economic Security

The State of Arizona experienced a seasonal adjusted monthly unemployment rates in the range of 8.2% to 10.5% over the last four years. Arizona unemployment appears to have topped out in late 2010, since that time rates have dropped. Arizona generated 12,327 higher employments between 2010 & 2012. Even with a lower unemployment rate Arizona employment should be stronger than the national rate.

Gila County

Gila County is located in central Arizona. It is the eleventh largest county of Arizona's fifteen counties; and encompasses a total area of 3,067,000 acres. The land is approximately 58% is federally owned, 38% is Indian Reservation, 3% is held by individuals or private entities, 1% percent is state owned or other public lands.

The economic base of the county is strongly reliant on tourism, farming, ranching, mining and some manufacturing to support the residents. The county contains approximately .8% of Arizona's population and is primarily rural.

Gila County Population

<u>2000 Census</u>	<u>2012 Estimate</u>	<u>% Change</u>
51,387	53,626	4.36% Total
		or .36% Per Year
		Non-Compounded Rate

These population growth rates are lower than the state wide rate. This is typical of rural Counties however as the economy recovers stronger growth is expected.

Gila County Employment

In 2012 the Gila County work force was approximately 20,000 and the unemployment rate was 9.5%. The Gila County unemployment rate is approximately 50% higher than the State rate, which indicates that labor force growth exceeds employment growth. This is not unusual for the rural areas of Arizona. The unemployment rate has decreased slightly in 2012 vs. 2011; this is probably reflective of the slow turnaround in the State Economy.

Gila County Agricultural Production

The agricultural economy in Gila County is based primarily on cattle grazing on public lands. There are some areas with limited irrigated farmland but according to the 2011* crop data provided by the Arizona Agricultural Statistics Service the productions on all major crops was at level too small to warrant an estimate.

Livestock is an important component of Gila County's Agriculture. Cattle ranches in the area operate on primarily public lands with a little deeded land. The following 2011* Gila County Livestock data is provided by the Arizona Agricultural Statistics Service as follows:

<u>Livestock</u>	<u>Head Count</u>
Cattle and Calves	7,000 Head
Feedlot Cattle	Did not disclose
Sheep and Lambs	Did not disclose
Dairy Cattle	Did not disclose

The cattle inventory for 2011 is down from 10,000 in 2010.

**Most recent published data available.*

Area Trend

Arizona and Gila County's economies slowed in the late 2000's after several years of strong growth in the early to mid 2000's. As we focus on the current economy at the beginning of 2012, the State, County and Metro area economies are all showing signs of the effect of the recent recession and job loss. However there have been some signs of recovery. The state wide unemployment rate has been below 9% for the last few months compared to an average of approximately 10% in 2010. Also with strong commodity prices there appears to be some increased activity agricultural property. The residential real estate market in the metro areas crashed in 2006 and 2007, which has caused significant distress in the economy. It is starting to show signs of some improvement, however it is very slow and still on shaky ground with the market dominated by foreclosures and other distressed sales. This slowdown in the real estate market and the resulting recession has caused the speculative raw land market to slow down with relatively few sales over the last few years. Couple this with increased energy cost and inflation fears, and the current government shut down and we could continue to see a significant negative impact to the local and national economy in the latter half of 2013.

Arizona's and Gila County's 2013 economy should see continued population growth at levels higher than the national growth rates, however at an expected lower rate than the previous years. Employment growth is expected to remain flat with unemployment rates well above average well into 2012.

Sources: *Arizona State University and the University of Arizona
Arizona Department of Economic Security
Arizona Republic/Phoenix Gazette
US Census Bureau
Arizona Department of Commerce*

NEIGHBORHOOD MAP



COMMUNITY AND NEIGHBORHOOD DATA

Location and Access

The subject property is located in the southern portion of central Gila County, at Roosevelt, Arizona. Access from Globe is by traveling northwest for approximately 30 miles past the Roosevelt Post Office on highway 88 and 188, to the Roosevelt Marina area, the property is on the south side of Highway 188 south of the Marina. The paved Highway 88 and 188 provides good access year round from Globe and Payson.

Community Data

Globe, with an estimated 2012 population of 7,500, provides the service, supply, medical, governmental and religious facilities for the area. There are one public elementary school, one public middle school, and one public high school, as well as one private elementary school, K-9 grades. The Sheriff's Department, a Police Department and a Fire Department serve Globe. Globe also provides medical and dental facilities, including a small hospital, a convalescent home, and a counseling center. There are also churches of several denominations in the area. Globe has an airport with one-lighted runway, with charter plane service available.

Cultural and recreational facilities include a museum, a community center, a library, a fine arts center, two parks, golf courses, a swimming pool and several tennis courts. Nearby Globe is Roosevelt Lake which provides local recreation and fishing.

Principal Economic Activities

The Globe economy is primarily based on Tourism Recreation, some ranching and Indian Gaming all play important roles in the local economy. Retail trade also contributes to the local economy; Payson serves as the trade center for 20,000 people located north of the subject area.

Support industries such as finance, utilities, schools, government, communications and health care also contribute to the local economy.

Population

Per the 2000 census, the Town of Globe had a population of 7,486; in 2012 the estimated population was 7,500. This shows a 1.8% increase over twelve years, or an annualized rate of growth of .15% per year. This growth is minimal but this is a common growth rate for a rural Arizona community.

Labor Force Data

The Arizona Department of Economic Security provides the following employment information for Globe, Arizona:

	<u>2000</u>	<u>2010</u>	<u>2012</u>
Labor Force	3,249	3,674	3,506
Employed	3,110	3,318	3,235
Unemployed	139	356	271
Unemployment Rate	4.3%	9.7%	7.7%

Utilities

Utility services in the subject's immediate vicinity are provided by the following sources:

Electricity:	Private
Natural Gas:	Bottled Propane
Telephone:	Cellular Service
Water:	Private Wells
Sewer:	Septic

Public Transportation

The general area has no rail service in this south central area of Gila County. There are several local freight lines, various parcel post services, and limited bus service. Globe has an airport which provides private plane service, and charter service, with no commuter service in this area.

Climate

According to the Western Regional Climate Center the weather data for Roosevelt 1 WNW is reported as follows:

Average annual precipitation	15.74"
January maximum temperature	59.2°F
January minimum temperature	37.1°F
July maximum temperature	102.2°F
July minimum temperature	75.3°F

Weather data is based on an average from 1905 to 2013. The area enjoys in excess of 240 frost-free days of growing weather.

PROPERTY DESCRIPTION

Date of Property Inspection

The effective date of this property description is October 19, 2013, which is the last date the appraiser physically, inspected the subject property.

Legal Description

The legal description for the appraised property was obtained from the Client, and is summarized as follows:

Township 4 North, Range 12 East, Gila and Salt River Base and Meridian, Gila County, AZ

Parts of section 21 & 28 by metes and bounds

Containing 30.69± acres

Present Ownership and Property History

The appraiser was provided with a Survey for the appraised property. Per public records reviewed by the appraiser, the appraised property is owned by the US National Forest Service, under a lease to Roosevelt Lakeview Park. The current owner has leased the appraised property for in excess of five years. There are no reported offers under consideration on this property.

Property Rights Appraised

The property rights appraised are assumed to be fee simple interest on the appraised property as though vacant and unimproved.

Land Tenure

The land tenure on the appraised property is 30.69± acres per the provided survey.

Access

The appraised property is located in southeastern Gila County, in Roosevelt, Arizona. It is accessible from Globe by taking Highway 88 & 188 north and northwest from the Globe Miami area of Gila County towards Roosevelt Lake.

Physical Features

The appraised property covers a total area of approximately 30.69 acres in one contiguous tract per the survey. The elevation ranges from approximately 2,214 feet along the north side by Hwy 188 to approximately 2,325 feet on the south side up the ridge.

The terrain is primarily steeply sloping to the north towards the lake area. There is a canyon on the east side and mountainous on the west side. The elevation varies from 2,214' on the north side and rises to 2,354' on the south side. The Tonto National Forest surrounds the tract on all four sides. The topography is primarily mountainous as you climb the various ridges and canyons to the south to the top of the Deer Hill area of the Tonto National Forest. The area is on the south side of Roosevelt Lake west of the Tonto National Monument Cliff Dwellings. The entire area along the south side of Roosevelt Lake is recreational oriented towards camping and boating on National Forest Land. The property itself is developed to a Trailer Park with 180 spaces, paved streets with water and sewer facilities provided from other special use permits adjacent to the north side of the Highway.

Soils

According to the Soil Conservation Service Gila County Soil Survey map, no digital data is available.

Vegetation

Predominant grasses on the appraised property include Curly Mesquite, Side oats, black Grama Galleta and Bush Muhly. Annuals such as Indian Wheat and Alfilaria occur in years with adequate late winter and early spring precipitation. Browse includes Guajilla, Shrubby Buckwheat and Bursage. Local browse species include four-wing salt brush, sagebrush guajilla, oak catclaw, and mesquite.

Riparian zones occur along the south side of Roosevelt Lake and other major creeks & canyons entering Roosevelt Lake from the south. Characteristic plant species include salt cedar, Arizona willow, and limited sycamore trees with considerable Mesquite trees and greasewood shrubs.

Zoning

Per Gila County Planning and Zoning, the appraised property currently is not zoned as it is owned by the Tonto National Forest Service; permitted use is for its developed use under the Tonto National Forest Service special use permit. This property conforms to the Tonto National Forest Service special use permit and is not subject to the Gila County zoning regulations.

Utilities

Arizona Public Service Company provides electricity and Qwest telephone provides telephone service for the area. Water service is provided by private well and a septic tank is needed for sewage disposal.

Assessed Valuation and Taxes

According the Gila County Treasurer and Assessor the appraised tract does not have a parcel number and has no valuation and taxes.

Improvements

The appraised tract is assumed to be vacant with no improvements at all.

Water

The appraised property is assumed to have no water supply, as it has no well or water source.

Environmental Comments

The appraiser is not environmental scientists or specialists specifically trained to determine environmental hazards to property. However, a description of cursory physical observations of the property surface pertaining to fuel/chemical storage and waste disposal is provided below.

There are no areas of stained soil as the property is assumed to be vacant with no developments on it whatsoever.

The preceding information does not reflect a comprehensive inspection of the appraised property and the appraiser is not qualified to render an opinion on the environmental status, potential toxicity or corresponding economic implications, if any, of those items identified by and/or reported to the appraisers.

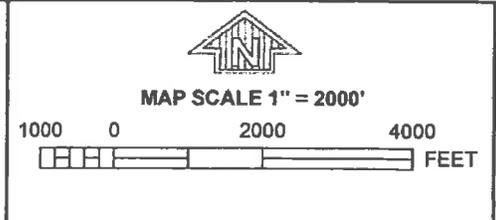
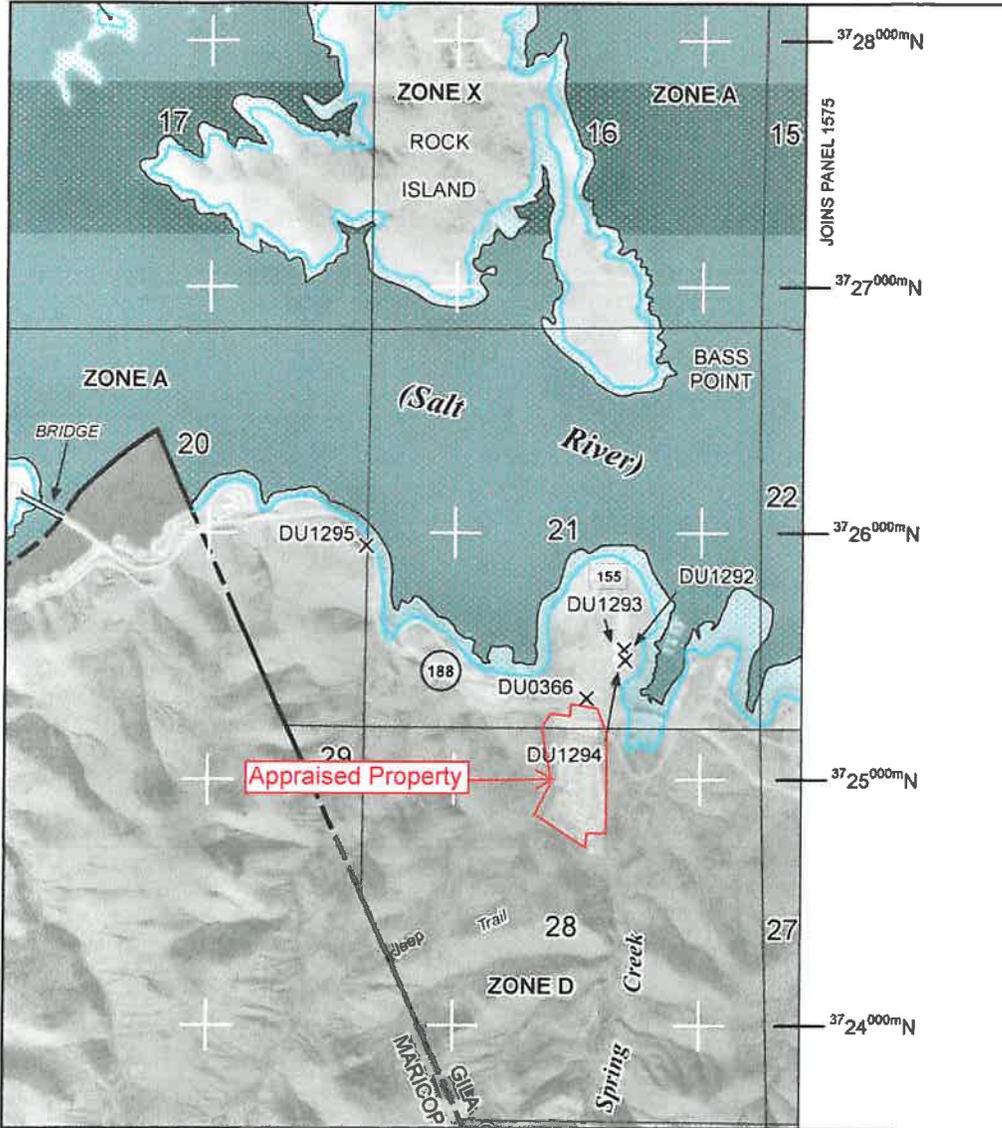
Additional material deposits may occur either on or within the appraised properties which were not observed by the appraiser and that are hazardous or potentially hazardous. The client is urged to retain an expert in the environmental field of hazardous waste detection and analysis, if desired.

Flood Hazards

The appraised property is covered under Flood Zone Map panel 04007C1550D. This panel is printed and dated December 4, 2007. The appraised property is in flood Zone D. Flood Zones and their explanations are briefly defined by the Federal Emergency Management Administration (FEMA) as follows:

Zone C, X	Areas determined to be outside 500 year floodplain determined to be outside the 1% and 0.2% annual chance of floodplains.
Zone B, X 500	Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood. An area inundated by 0.2% annual change flooding.
Zone A	An area inundated by 1% annual chance flooding, for which no base flood elevations have been determined.
Zone AE	An area inundated by 1% annual chance flooding, for which base flood elevations have been determined.
Zone AH	An area inundated by 1% annual chance flooding (usually an area of ponding), for which base flood elevations have been determined, flood depths range from 1 to 3 feet.
Zone AO	An inundated by 1% annual chance flooding (usually sheet flow on sloping terrain), for which average depths have been determined; flood depths range from 1 to 3 feet.
Zone AR	An area inundated by flooding, for which base flood elevations or average depths have been determined. This is an area that was previously, and will again, be protected from the 1% annual chance flood by a Federal flood protection system whose restoration is Federally funded and underway.
Zone A1-A30	An area inundated by 1% annual chance flooding, for which base flood elevations have been determined.
Area Not Included (N)	An area that is located within a community or county that is not mapped on (ANI), any published FIRM.
Zone D	An area of undetermined but possible flood hazards.
Undescribed (ANDES)	Area of Undescribed Flood Hazard. A body of open water, such as a pond, lake, ocean etc., located within a community's jurisdictional limits that has no define flood hazard.
Zone VE	An area inundated by 1% annual chance flooding with velocity hazard (wave action); BFEs have been determined.
Zone V(1-30)	Costal flood with velocity hazard (wave action); base flood elevations have not been determined.

FLOOD ZONE MAP



NFIP PANEL 1550D

FIRM
FLOOD INSURANCE RATE MAP
GILA COUNTY,
ARIZONA
AND INCORPORATED AREAS

PANEL 1550 OF 2595
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:
COMMUNITY NUMBER PANEL SUFFIX
GILA COUNTY UNINCORPORATED AREA 44300 155 0

Please Note: User: The Map Number shown above should be used when placing map orders. The Community Number shown above should be used on all purchase applications for the subject community.

MAP NUMBER
04007C1550D

EFFECTIVE DATE
DECEMBER 04, 2007

Federal Emergency Management Agency

NATIONAL FLOOD INSURANCE PROGRAM

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps, check the FEMA Flood Map Store at www.msc.fema.gov

HIGHEST AND BEST USE

The determination of the Market Value includes consideration of the highest and best use for which the appraised property is clearly adapted.

The highest and best use of a property is defined as the reasonably probable and legal use of vacant land or improved property, which is physically and legally possible, appropriately supported, financially feasible, and that results in the highest value. The determination of highest and best use must be based on careful consideration of prevailing market conditions, trends affecting market participation and change, and the existing use of the subject property.

Because the use of land can be limited by the presence of improvements, highest and best use is determined separately for the land or site as vacant and available to be put to its highest and best use, or for the property as improved. The first determination reflects the fact that land value is derived from potential land use. The second determination refers to the optimum use that could be made of the property and any or all existing improvements in place on the property.

In some cases, an appraiser may conclude that the highest and best use of a parcel of land is to be held for speculation, i.e., to remain vacant (unused) until development is justified by market demand. This will occur when real estate markets are oversupplied.

The property's current use and prior use for the last 40+ years is assumed to be a vacant tract of undeveloped land. Surrounding land uses are also cattle grazing and recreational uses around Roosevelt lake, and secondary uses are rural residential and trailer parks to the east along the shores of Roosevelt Lake, with boat ramps and marina uses.

In order to arrive at a conclusion of highest and best use, four (4) specific criteria must be met. Specifically, the use must be (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) maximally productive.

Physically Possible

The subject has little if any physical limitations to any of the historic land uses evident in the neighborhood. The only significant physical limitation to future development of the appraised property is the terrain and slopes running to the north.

Legal and Permitted Uses

There is no zoning on the subject as it is assumed to be vacant and is owned by the Tonto National Forest Service. The current use is assumed to be vacant land, and the property is in conformance with no zoning in place. Neighborhood zoning surrounding the subject for a three-mile radius is basically vacant and recreational camp sites in developed national forest camp grounds with a marina and boat storage to the north. We were not provided with a title report, assume that there are no deed restrictions that would adversely affect the appraised property.

Financially Feasible

The appraised property is currently assumed to be a vacant undeveloped tract of land. This use is consistent for the area and the current demand. While some rural recreational demand does exist, there is a large supply of vacant land available.

Maximally Productive

This assumed vacant site uses would appear to have the most maximally productive use of the appraised property, would be some sort of use that would fit the recreational nature of the area, predominantly being a site for boat and camping uses adjacent to the lake area.

Highest and Best Use Conclusion

After a careful examination of the neighborhood, taking note of existing land uses, patterns and trends of development together with possible demand, it is my opinion that the highest and best use of the subject property as unimproved (as is) or as if vacant, is recreational support adjacent to the Roosevelt Lake area.

VALUATION PROCESS

The valuation process is the orderly program in which the data used to estimate the value are acquired, classified, analyzed and presented.

The first step in the process is to define the appraisal problem; i.e., identify the real estate, the effective date of the value estimate, the property rights being appraised, and the type of value sought. This has been done in the previous pages. Once accomplished, the appraiser collects and analyzes the factors that affect market value. These factors are addressed in the area and neighborhood analysis, the site and improvement analysis, and the highest and best use analysis (also found previously in this report), and in the application of the three approaches to value (Cost, Income Capitalization and Sales Comparison) which are described as follows:

Cost Approach

A set of procedures in which an appraiser derives a value indication by estimating the current cost to reproduce or replace the existing structure, deducting for all accrued depreciation in the property, and adding the estimated land value.

The analysis is based on the proposition that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility as the subject property. It is particularly applicable when the property being appraised involved relatively new improvements, which represent the highest and best use of the land, or when relatively unique or specialized improvements are located on the site and for which there exist no comparable properties on the market. With no improvements on the on the appraised property this type approach does not lend itself to be a valid approach to value. The Cost Approach is, therefore, not utilized in this appraisal.

Income Approach

A set of procedures in which an appraiser derives a value indication for income-producing property by converting anticipated benefits into property value. This conversion is accomplished either by (1) capitalizing a single year's income expectancy or an annual average of several year's income expectancies at a market-derived capitalization rate or a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment; or (2) discounting the annual cash flows for the holding period and the reversion at a specified yield rate. This approach typically arrives at the lower limits of value, particularly when non-income factors play an important role in the market. The net income which can generate from the appraised property on a landlord basis is negligible, as the property is too small to generate any significant net income. Therefore based on its size and vacant condition being assumed, this property is not a net income producer. Therefore the Income Approach was not utilized in this appraisal.

Sales Comparison Approach

A set of procedures in which an appraiser derives a value indication by comparing the property being appraised to similar properties that have been sold as recently as possible on a vacant basis, applying appropriate units of comparison, and making adjustments, based on the elements of comparison, to the sale prices of the comparables. Current listings are also considered.

The sales fix the lower limit of value in static or advancing markets (price wise) and fix the higher limit of value in a declining market. Any listings tend to fix the higher limit in any market. It is a process of analyzing sales of similar, recently sold properties in order to derive an indication of the most probable sales price of the property being appraised.

The reliability of this technique is dependent upon (a) the availability of comparable sales data, (b) the verification of the sales data, (c) the degree of comparability or extent of adjustment necessary for differences and (d) the absence of non-typical conditions affecting the sale price.

In essence, all approaches to value (particularly when the purpose of the appraisal is to establish market value) are market data approaches since the data inputs are presumably market derived.

Reconciliation

The final analytical step in the valuation process is the reconciliation, which enables an appraiser to form a meaningful, defensible conclusion about a final value estimate. Criteria are: appropriateness, accuracy, and quantity of evidence.

Approach Selection

For the valuation of the subject "as is as though vacant", only the Sale Approach to value will be utilized. As discussed previously the cost and income approaches are not considered relevant for the appraised property.

Comparable Sales

The appraiser conducted a search of the subject's immediate and surrounding neighborhoods for recent sales of similar type properties.

The sales used are all considered comparable to the subject in varying degrees. All ten of the sales, one listing and the subject are located in Gila County and Coconino County, Arizona. All of the sales had varying degrees of improvements, which are removed from the sales on a depreciated replacement value basis. The sales are adjusted for time and location.

Real Property Transaction Data - Sale #1

Description	State	Arizona	County	Gila		
	Location	Twnshp 5N Range 15E, 32.5 AC				
	Parcel ID #	202-11-001				
	Township	5N	Range	15E	Section	5
	Legal	Travis Ellison Pat #1136790 all sec 5 5N 15E tot 32.5 AC dry farming 17 ac grazing 15.5 ac cmh				
	Size	Acres	Sections	Sq. Ft.	Notes	
	32.50	0.05	1,415,700	Acres		
Transaction Data	Recording Date	5/15/2006	Sale Date	5/2006	Recording data	2006-8388
	Sale price	600,000	Terms	Cash		
	\$/Unit	18,462 \$/acre	Instrument	Special Warranty Deed		
	Seller	Nathan & Beatrice Ellison		Buyer	Cherry Creek 33 LLC	
	Address			Address	P.O. Box 158 Buckeye, AZ 85326-0014	
	Confirmation	Costar				
	Confirmation date		Title		Inspection	
Property Data	Outstanding Rights	Fee simple				
	Zoning/Restrictions	GU Ranch Property				
	Highest & Best Use	Investment rural ranch property				
	Improvements	884 sq. ft. house built 1929				
	Access	Fair from Cherry Creek Road				
	Utilities	None				
	Water	Spring and pipeline				
	Minerals	N/A				
	Terrain	Basically Creek Bottom				
	Vegetation	High desert scrub				
	Remarks					
Allocation	Allocation notes					
	Allocation	# Units	Unit	\$/Units	Total	Notes
		32.50	Acres	18,462.00	600,000	
	Total			600,000		

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Photo - Sale #1

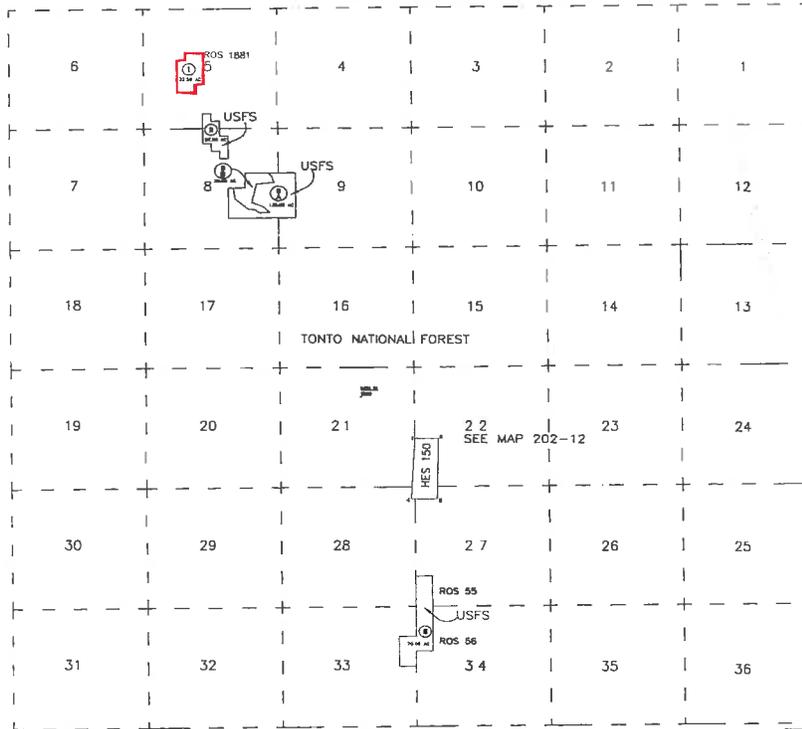


Map

T5N R15E

SEE MAP 202-08

202-11
CODE 0500
UPDATED 5-20-13



SCALE = 1" = 2000'
(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED"

GILA COUNTY ASSESSOR

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Real Property Transaction Data - Sale #2

Description	State	Arizona	County	Gila		
	Location	10 miles northeast of Highway 288 on the Cherry Creek Road at Coon Creek				
	Parcel ID #	203-02-001				
	Township	4N	Range	15E	Section	8
	Legal	HES 138 in Sect. 8				
	Size	Acres	Sections	Sq. Ft.	Notes	
	86.92	0.14	3,786,235	Acres		
Transaction Data	Recording Date	1/20/2006	Sale Date	1/2006	Recording data	2006-001062
	Sale price	1,500,000	Terms	Cash		
	\$/Unit	\$/acre	Instrument	Warranty Deed		
	Seller	Coon Creek Ranch Trust, Charles Armer Jr.		Buyer	Coon Creek Homestead LLC	
	Address	Prescott, AZ.		Address	Phoenix, AZ	
	Confirmation	affidavit & broker				
	Confirmation date	6/06	Title	Inspection	prior	
Property Data	Outstanding Rights	Fee simple				
	Zoning/Restrictions	General Rural Gila County				
	Highest & Best Use	Investment rural residential property				
	Improvements	2,590 sq. ft. adobe house built 1918, 1,100 sq. ft. mobile home, open barn storage shed generator building				
	Access	Good from Cherry Creek Road				
	Utilities	no public utilities has a solar system and propane generator backup				
	Water	Spring and pipeline				
	Minerals	N/A				
	Terrain	Gently rolling steep along Coon Creek				
	Vegetation	Sycamore trees on Coon Creek, desert vegetation, 7 acres irrigated, elevation about 2,900'				
Remarks	Improvements allocated at \$244,500 leaves land at \$1,255,500 or \$14,444/AC					
Allocation	Allocation notes					
	Allocation	# Units	Unit	\$/Units	Total	Notes
		86.92	Acres	17,257.00	1,500,000	
	Total			1,500,000		

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Photo - Sale #2

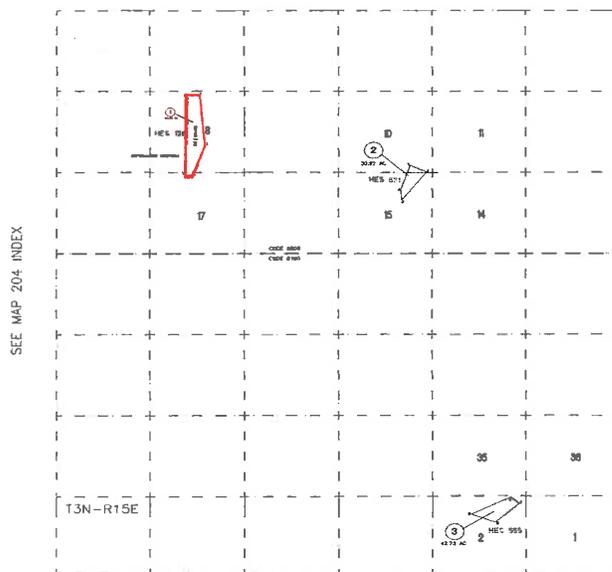


Map

T4N R15E

SEE MAP 202-11

203-02
CODE 0100
CODE 0500
UPDATED 6-25-03



SCALE = 1" = 3000'
(C) = CALCULATED
(R) = RECORDED

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GILA COUNTY ASSESSOR

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Real Property Transaction Data - Sale #3

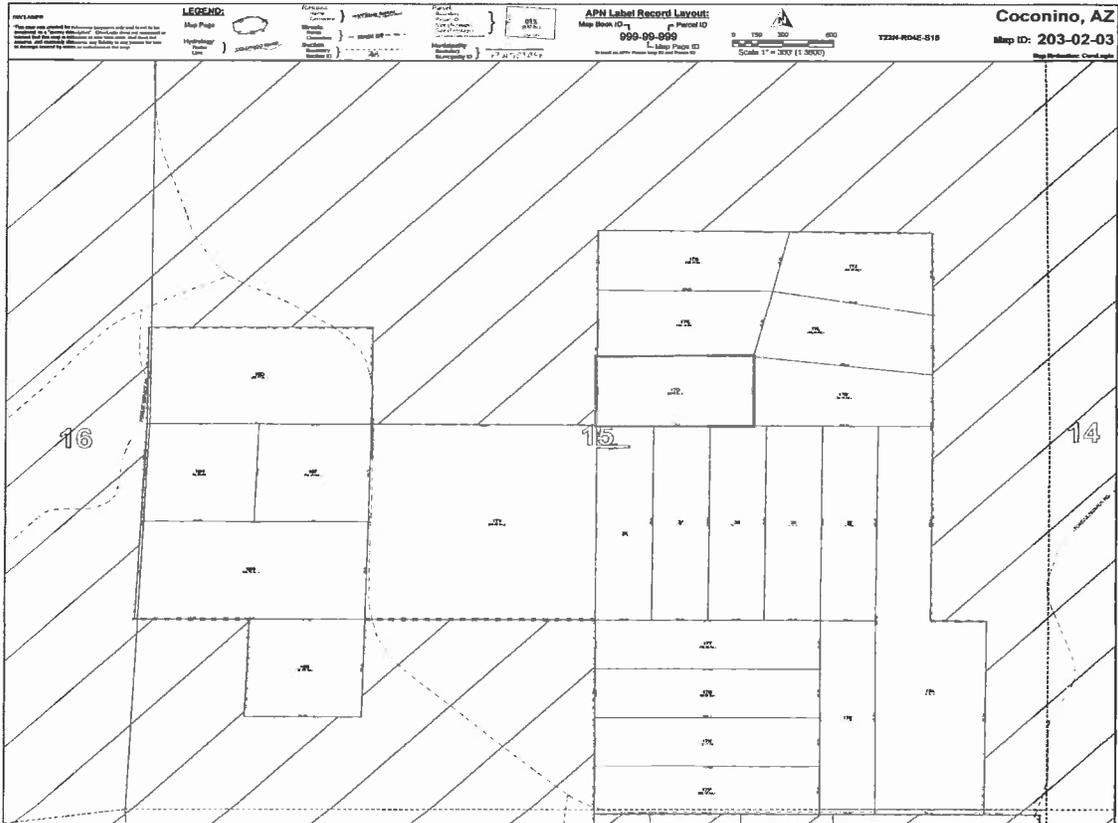
Description	State	Arizona	County	Coconino		
	Location	½ mile east of Spring Valley Rd. & 8 ½ miles north of I-40				
	Parcel ID #	203-02-017D				
	Township	23N	Range	4E	Section	15
	Legal	SE4: NE sec: 15 Township: 23N Range: 4E Beg Cntr Qtr Cor Sec 15; N 00-07-40 E 470.05'; TH S 89-52-22 E 927.63'; TH S 00-07-40 W 470.05'; TH N 89-52-22 W 927.63' to TPOB.				
	Size	Acres	Sections	Sq. Ft.	Notes	
	10.01	0.02	436,036	Acres		
Transaction Data	Recording Date	7/2/2013	Sale Date	6/2013	Recording data	2013-3667240
	Sale price	135,000	Terms	Cash		
	\$/Unit	13,487 \$/acre	Instrument	Special Warranty Deed		
	Seller	William W. Grantham	Buyer	Michael and Kara Pack		
	Address	904 W. Redbird, Scottsdale, AZ 85262	Address	P.O. Box 90923 Henderson, NV 89009		
	Confirmation	Costar				
	Confirmation date		Title		Inspection	
	Outstanding Rights	Fee simple				
	Zoning/Restrictions	General rural Coconino County				
	Highest & Best Use	Investment				
Property Data	Improvements	None				
	Access	Good				
	Utilities	In area				
	Water	None				
	Minerals	N/A				
	Terrain	level pine covered lot				
	Vegetation	Vacant land				
	Remarks					
	Allocation notes					
Allocation	Allocation	# Units	Unit	\$/Units	Total	Notes
		10.01	Acres	13,487.00	135,000	
	Total				135,000	

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Photo - Sale #3

NO PHOTO AVAILABLE

Map



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Real Property Transaction Data - Sale #4

Description	State	Arizona	County	Gila		
	Location	1/2 mile north of Hwy 288, Young, AZ				
	Parcel ID #	305-22-006				
	Township	9N	Range	14E	Section	19
	Legal	Portions of the N2 of Section 19, T9N R14E				
	Size	Acres	Sections	Sq. Ft.	Notes	
	62.50	0.10	2,722,500	Acres		
Transaction Data	Recording Date	8/2/2005	Sale Date	8/2/2005	Recording data	2005-13752
	Sale price	810,000	Terms	Cash		
	\$/Unit	12,960 \$/acre	Instrument	Special Warranty Deed		
	Seller	Barbara Brutsche	Buyer	John Augustine		
	Address		Address	2744 E. Utopia Road Phoenix, AZ 85050		
	Confirmation	Costar				
	Confirmation date		Title		Inspection	
Property Data	Outstanding Rights	Fee simple				
	Zoning/Restrictions	GU General Urban				
	Highest & Best Use	Investment				
	Improvements	None				
	Access	from easement near the NW corner of the subject across neighboring land from dirt Winchester Rd.				
	Utilities	in area				
	Water	By Well				
	Minerals	N/A				
	Terrain	Rolling				
	Vegetation	Juniper trees				
Remarks						
Allocation	Allocation notes					
	Allocation	# Units	Unit	\$/Units	Total	Notes
		62.50	Acres	12,960.00	810,000	
	Total				810,000	

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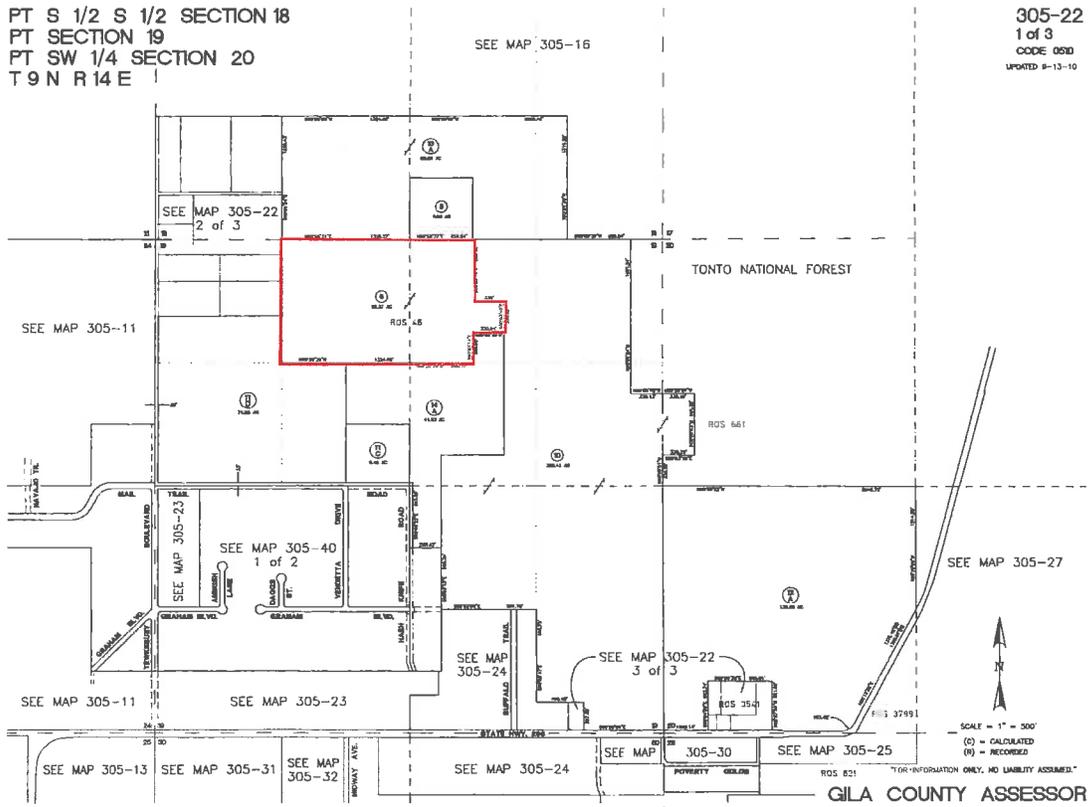
Photo - Sale #4



Map

PT S 1/2 S 1/2 SECTION 18
 PT SECTION 19
 PT SW 1/4 SECTION 20
 T 9 N R 14 E

305-22
 1 of 3
 CODE 0510
 UPDATED 8-13-10



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Real Property Transaction Data - Sale #5

Description	State	Arizona	County	Gila		
	Location	North side of Highway 288 in Young Arizona				
	Parcel ID #	305-22-010 & 011C				
	Township	9N	Range	14E	Section	19
	Legal	M & B in Sec. 19 & 20				
	Size	Acres	Sections	Sq. Ft.	Notes	
	218.70	0.34	9,526,572	Acres		
Transaction Data	Recording Date	12/8/2006	Sale Date	11/2006	Recording data	2006-20617
	Sale price	3,425,000	Terms	Cash to seller		
	\$/Unit	15,661 \$/acre	Instrument	Special Warranty Deed		
	Seller	Richard & Trina White	Buyer	Augustine JA Ranch LLC		
	Address	Young, AZ	Address	2744 E. Utopia Rd. Phx., AZ 85050		
	Confirmation	affidavit & broker				
	Confirmation date		Title		Inspection	
Property Data	Outstanding Rights	Fee simple				
	Zoning/Restrictions	GU Gila County				
	Highest & Best Use	Land purchased for Investment				
	Improvements	Limited dwelling and out buildings				
	Access	Good access from Highway 288				
	Utilities	To property				
	Water	Domestic well				
	Minerals	N/A				
	Terrain	Level to gently sloping				
	Vegetation	Native grassland				
Allocation	Allocation notes					
	Allocation	# Units	Unit	\$/Units	Total	Notes
		218.70	Acres	15,661.00	3,425,000	
	Total			3,425,000		

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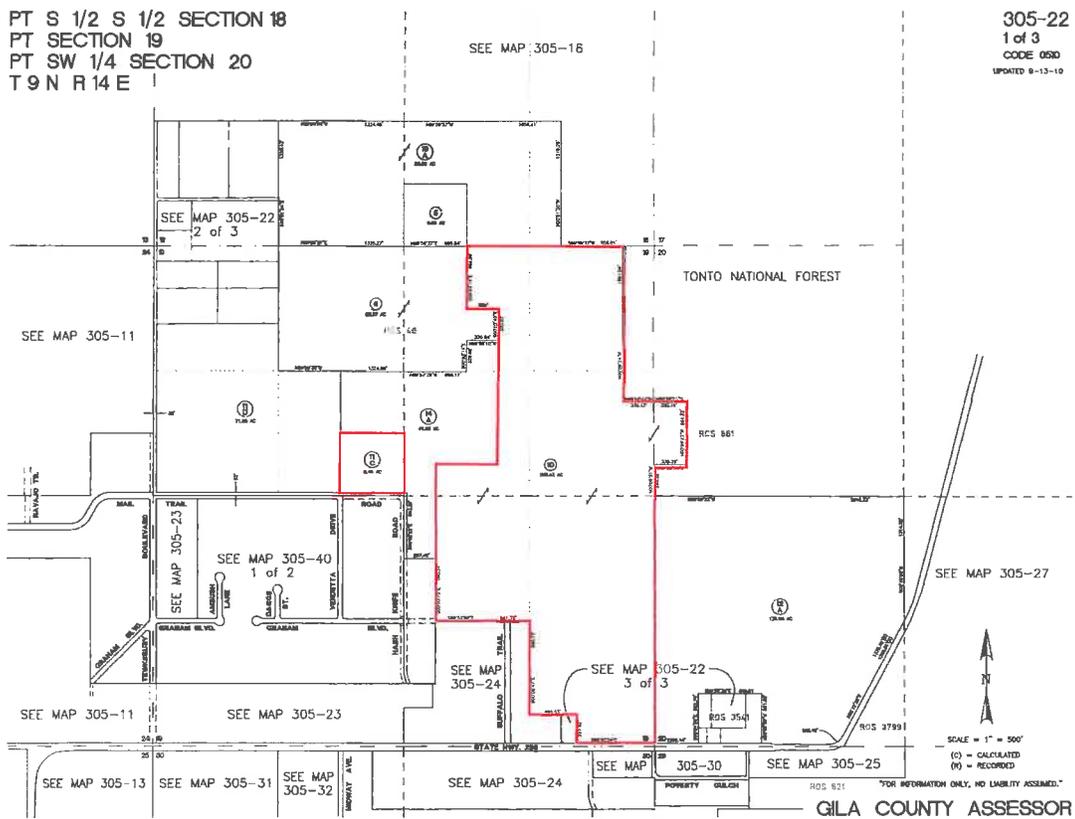
Photo - Sale #5



Map

PT S 1/2 S 1/2 SECTION 18
 PT SECTION 19
 PT SW 1/4 SECTION 20
 T 9 N R 14 E

305-22
 1 of 3
 CODE 0530
 UPDATED 8-13-10



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Real Property Transaction Data - Sale #6

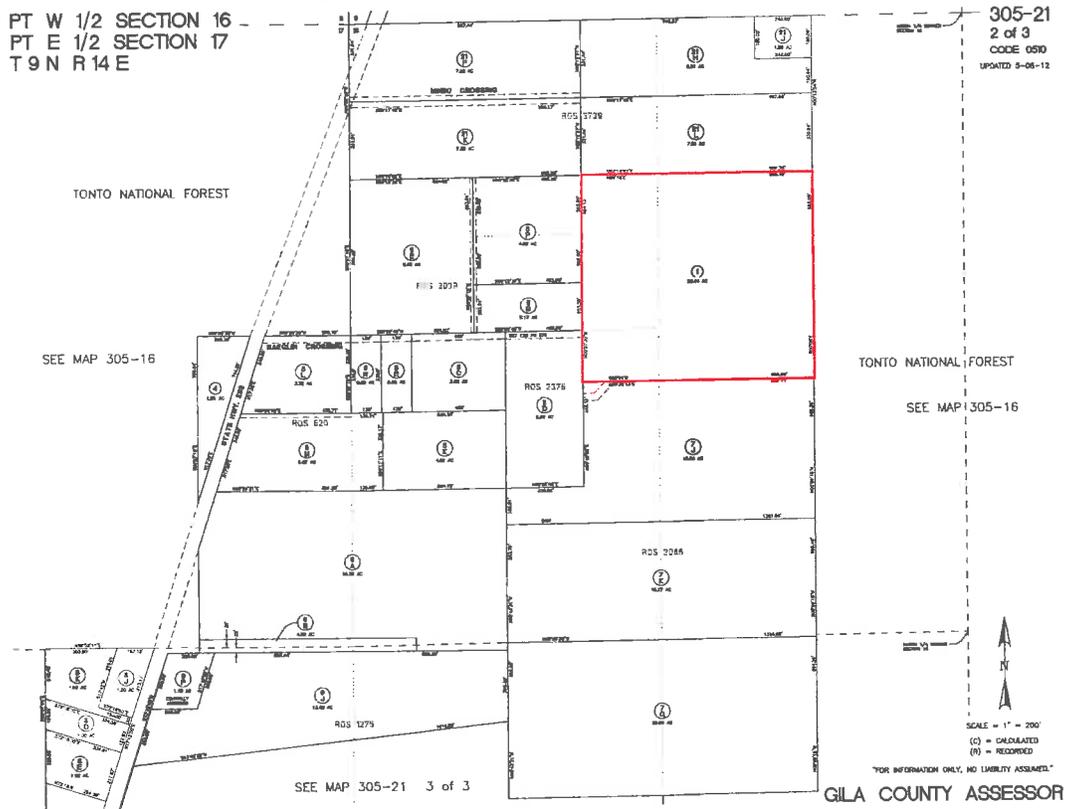
Description	State	Arizona	County	Gila		
	Location	1/4 mile east of Hwy 288 along the north side of Cherry Creek, on dirt Neaglin Crossing Road				
	Parcel ID #	305-21-001				
	Township	9N	Range	14E	Section	15
	Legal	Portion of the NW4 of Section 15, T9N R14E				
	Size	Acres	Sections	Sq. Ft.	Notes	
	20.00	0.03	871,200	Acres		
Transaction Data	Recording Date	3/9/2012	Sale Date	2/29/2012	Recording data	2012-002732
	Sale price	230,000	Terms	Cash		
	\$/Unit	11,500 \$/acre	Instrument	Warranty Deed		
	Seller	Jean King Trust	Buyer	Michael A. Fain		
	Address		Address	6044 Emilita Dr. Cave Creek, AZ		
	Confirmation	Costar & County				
	Confirmation date		Title		Inspection	
Property Data	Outstanding Rights	Fee simple				
	Zoning/Restrictions	GU Gila County				
	Highest & Best Use	Investment				
	Improvements	None				
	Access	Good from Dirt Neaglin Crossing				
	Utilities	In area				
	Water	Well if needed				
	Minerals	N/A				
	Terrain	parts flat, parts mountainous				
Vegetation	Juniper, Oak & Sycamore trees					
Remarks						
Allocation	Allocation notes					
	Allocation	# Units	Unit	\$/Units	Total	Notes
		20.00	Acres	11,500.00	230,000	
	Total			230,000		

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 Printed: October 29, 2013 @ 9:34 AM - Ref #: 18180-DEWCO

Photo - Sale #6



Map



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Printed: October 29, 2013 @ 9:34 AM - Ref #: 18180-DEWCO

Real Property Transaction Data - Sale #7

Description	State	Arizona	County	Gila		
	Location	10106 Fossil Creek Rd, Strawberry, AZ				
	Parcel ID #	301-03-039B				
	Township	12N	Range	8E	Section	20
	Legal	Metes and Bounds				
	Size	Acres	Sections	Sq. Ft.	Notes	
	13.21	0.02	574,992	Acres		
Transaction Data	Recording Date	11/4/2011	Sale Date	11/1/2011	Recording data	2011-12152
	Sale price	270,000	Terms	Cash to Seller		
	\$/Unit		Instrument	Warranty Deed		
	Seller	Charlene Brown		Buyer	Azul Vista Verde	
	Address	Payson, AZ		Address	Cave Creek, AZ	
	Confirmation	MLS & Affidavit				
	Confirmation date	2/12	Title	Inspection	prior	
Property Data	Outstanding Rights	Fee simple				
	Zoning/Restrictions	Residential				
	Highest & Best Use	Rural residential site				
	Improvements	2,280 Sq. Ft. mobile home and barn/garage				
	Access	Paved frontage on Fossil Creek				
	Utilities	All in the area				
	Water	Municipal water available				
	Minerals	N/A				
	Terrain	gently rolling				
Vegetation	Pinion and Juniper					
Remarks	This was a distressed sale and the property had a lot of junk and debris.					
Allocation	Allocation notes					
	Allocation	# Units	Unit	\$/Units	Total	Notes
		13.21	Acres	10,855	143,400	
		1.00	buildings		126,600	
	Total			270,000		

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Photo - Sale #7

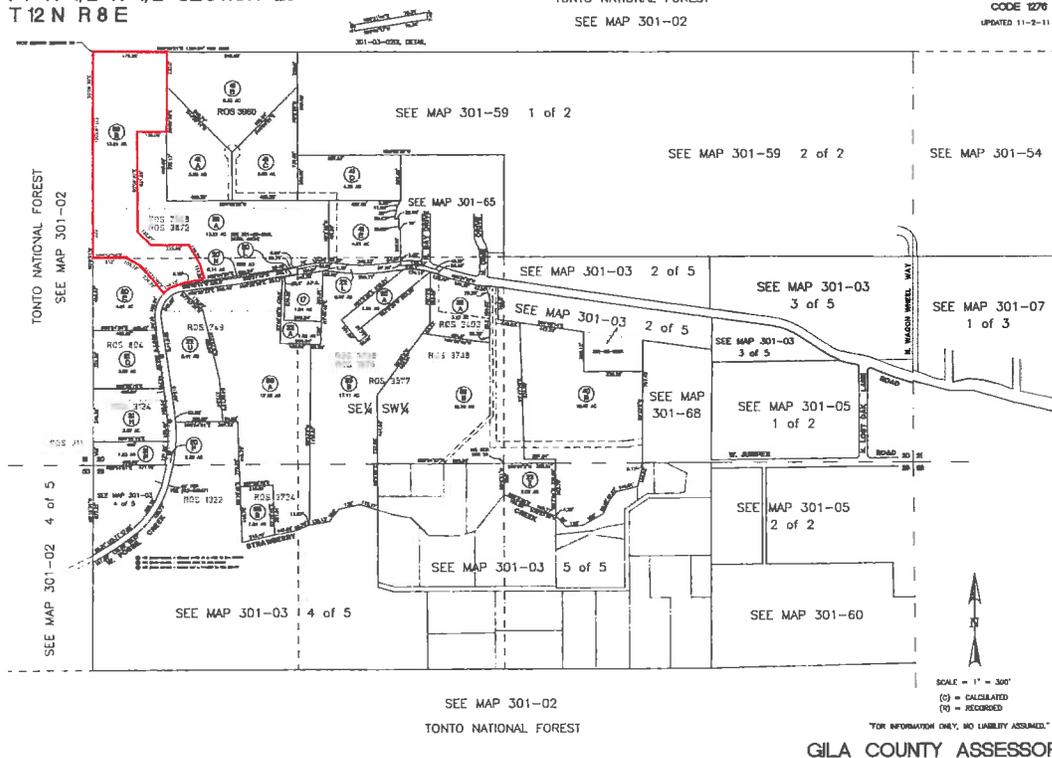


Map

PT S 1/2 SECTION 20 AND
PT N 1/2 N 1/2 SECTION 29
T 12 N R 8 E

TONTO NATIONAL FOREST
SEE MAP 301-02

301-03
1 of 5
CODE 1270
UPDATED 11-2-11



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Real Property Transaction Data - Sale #8

Description	State	Arizona	County	Gila		
	Location	One half mile west of Highway 288 on the A Cross Road				
	Parcel ID #	204-01-001A & B				
	Township	4N	Range	13E	Section	1
	Legal	M & B in Section 1				
	Size	Acres	Sections	Sq. Ft.	Notes	
	110.00	0.17	4,791,600	Acres		
Transaction Data	Recording Date	10/23/2009	Sale Date	4/08	Recording data	2009-12786
	Sale price	1,200,000	Terms	264,667 down with the balance carried by Seller		
	\$/Unit	see below	Instrument	Special Warranty Deed		
	Seller	Sandborn Land & Cattle Co, Est. of Pryor Sandborn		Buyer	Keith and Karen Spaulding	
	Address	3255 E. Emelita Ave. Mesa, AZ 85204		Address	Apache Junction, AZ	
	Confirmation	Broker Eastlake				
	Confirmation date	3/12	Title	Inspection	prior	
Property Data	Outstanding Rights	Fee simple				
	Zoning/Restrictions	GU Gila County				
	Highest & Best Use	Rural home site & cattle operation				
	Improvements	Large main dwelling. Several out buildings and barn, water tank swimming pool				
	Access	Good from dirt A Cross road				
	Utilities	Private generator, phone				
	Water	Spring fed line				
	Minerals	N/A				
	Terrain	Sloping to undulating				
	Vegetation	Upper desert grassland				
Remarks	Sale has a 102 head National forest permit, with no cattle on it for 5 plus years - Update to No cattle run as permit is cancelled.					
Allocation notes						
Allocation	Allocation	# Units	Unit	\$/Units	Total	Notes
		110.00	Acres	9,518.00	1,047,000	
		1.00	buildings		153,000	
		Total			1,200,000	

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 Printed: October 29, 2013 @ 9:34 AM - Ref #: 17160-DEWCO

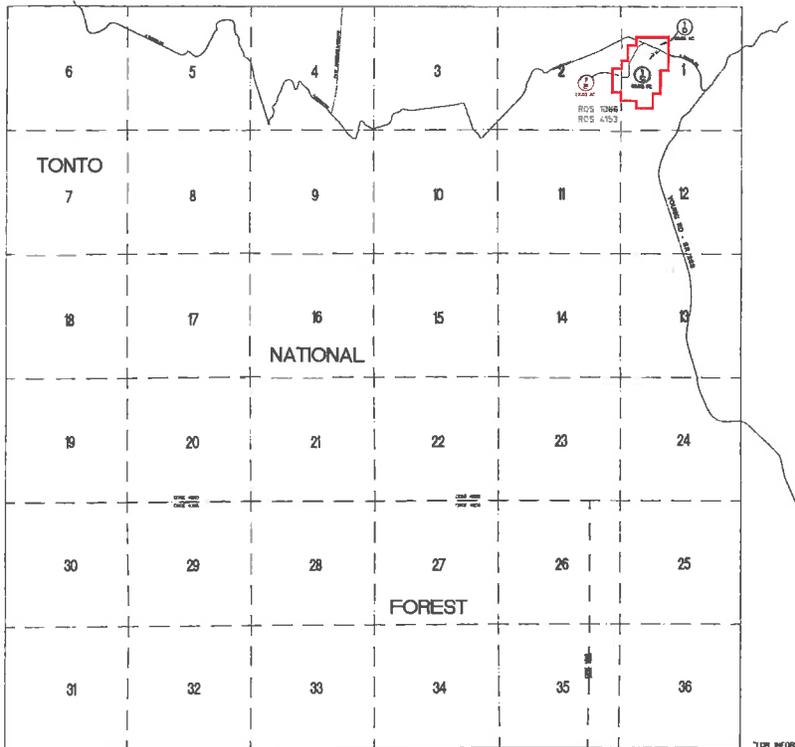
Photo - Sale #8



Map

T4N R13E

204-01
CODE 4000
CODE 4005
UPDATED 1-30-13



SEE MAP204-02

GILA COUNTY ASSESSOR

Southwestern Ag. Services
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 Printed: October 31, 2013 @ 10:00 AM - Ref #: 17160-DEWCO

Real Property Transaction Data - Sale #9

State		Arizona		County		Gila	
Location		One half mile west of Highway 288 on the A Cross Road					
Description	Parcel ID #	204-01-001E					
	Township	4N	Range	13E	Section	1	
	Legal	M & B in Section 1					
	Size	Acres	Sections	Sq. Ft.	Notes		
		17.03	0.03	741,827	Acres		
Transaction Data	Recording Date	1/10/2013	Sale Date	1/2013	Recording data	2013-433	
	Sale price	150,000	Terms	Cash			
	\$/Unit	8,808 \$/acre	Instrument	Warranty Deed			
	Seller	Keith and Karen Spaulding		Buyer	Tamara G Smith Trste/Trst		
	Address	Apache Junction, AZ		Address	8020 W. Gibson Ranch Rd. Payson, AZ 85541		
	Confirmation	Costar					
	Confirmation date		Title		Inspection		
Property Data	Outstanding Rights	Fee simple					
	Zoning/Restrictions	GU Gila County					
	Highest & Best Use	Land held for investment					
	Improvements	None					
	Access	Good from dirt A Cross raod					
	Utilities	Private generator, phone					
	Water	spring					
	Minerals	N/A					
	Terrain	Sloping to undulating					
	Vegetation	Upper desert grassland					
	Remarks						
Allocation	Allocation notes						
	Allocation	# Units	Unit	\$/Units	Total	Notes	
		17.03	Acres	8,808.00	150,000		
	Total			150,000			

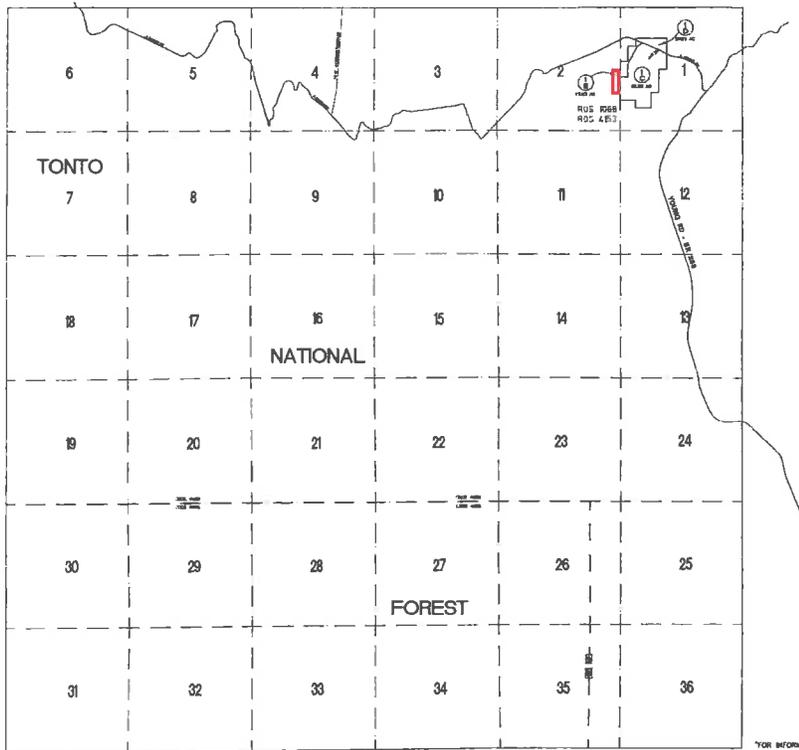
Southwestern Ag. Services
 7254 East Southern Avenue Suite 107 - Mesa, AZ 85209
 Phone: (480) 539-2671 - Fax: (480) 507-4731 - Web: www.swaservices.com - Email: steve@swaservices.com
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Photo - Sale #9



Map

T4N R13E



204-01
 CODE 4000
 CODE 4005
 UPDATED 11-30-13

SEE MAP204-02

GILA COUNTY ASSESSOR

SCALE = 1" = 200'

(C) = CALCULATED

(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

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Real Property Transaction Data - Sale #10

Description	State	Arizona	County	Gila		
	Location	4 miles south of Young, Arizona on the Cherry Creek Road				
	Parcel ID #	305-38-002				
	Township	8N	Range	14E	Section	10711
	Legal	Thos H. Pullin Pat. 799349 in Section 10 & 11				
	Size	Acres	Sections	Sq. Ft.	Notes	
	125.00	0.20	5,445,000	Acres		
Transaction Data	Recording Date	5/6/2005	Sale Date	4/2005	Recording data	2005-7638 pg. 5
	Sale price	1,685,000	Terms	Cash to seller		
	\$/Unit	see below	Instrument	Bargin & sale deed		
	Seller	Idle Spur LLC, Bob & Shelly Sikora		Buyer	Tilting H Ranch LLC, Mike & Sharon Lechter	
	Address		Address	Paradise Valley, AZ		
	Confirmation	Buyer & affidavit				
	Confirmation date	4/22/08	Title	Inspection	4/22/08	
Property Data	Outstanding Rights	Fee simple & Leasehold				
	Zoning/Restrictions	GU Gila County				
	Highest & Best Use	Operating cattle ranch and investment				
	Improvements	Owners dwelling labor dwelling, shop, hay barn, misc. out buildings				
	Access	Good from Cherry Creek Road				
	Utilities	On site generator				
	Water	Wells, stock tanks springs and live water				
	Minerals	N/A				
	Terrain	Mountanous, canyons and ridges				
	Vegetation	Native grassland oak mahogany, and other brouse				
Remarks	Sale transferred with a 483 AU allotment plus Carry over on 149 yearlings for 1/1-10/31					
Allocation notes						
Allocation	Allocation	# Units	Unit	\$/Units	Total	Notes
		1.00	buildings		478,000	
		125.00	Acres	8,696.00	1,087,000	
		1.00	Pers. Property	0.00	120,000	
			mobile home, equipment & permit			
		Total			1,685,000	

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Real Property Transaction Data - Sale #Listing 11

Description		State	Arizona	County	Gila		
Location		East of State Hwy 288 & South of Baker Ranch Road					
Parcel ID #		305-12-003U					
Township		9N	Range	14E	Section 30		
Legal		M & B in Sec. 30					
Size		Acres	Sections	Sq. Ft.	Notes		
		72.36	0.11	3,152,002	Acres		
Transaction Data		Recording Date	Sale Date	Recording data			
		Sale price	1,464,500	Terms			
		\$/Unit	20,239 \$/acre	Instrument			
		Seller	Carrel A & Wilma R Haught	Buyer			
		Address	P.O. Box 3237 Young, AZ 85554	Address			
		Confirmation					
		Confirmation date	Title	Inspection			
Property Data		Outstanding Rights	Fee Simple				
		Zoning/Restrictions	GU Gila County				
		Highest & Best Use	Investment Small Ranch				
		Improvements					
		Access					
		Utilities					
		Water					
		Minerals	N/A				
		Terrain					
		Vegetation					
		Remarks					
Allocation		Allocation notes					
		Allocation	# Units	Unit	\$/Units	Total	Notes
			72.36	Acres	18,297.00	1,324,500	
			1.00	Improvements	0.00	140,000	
		Total				1,464,500	



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 Printed: October 29, 2013 @ 9:34 AM - Ref #: 18198-DEWCO

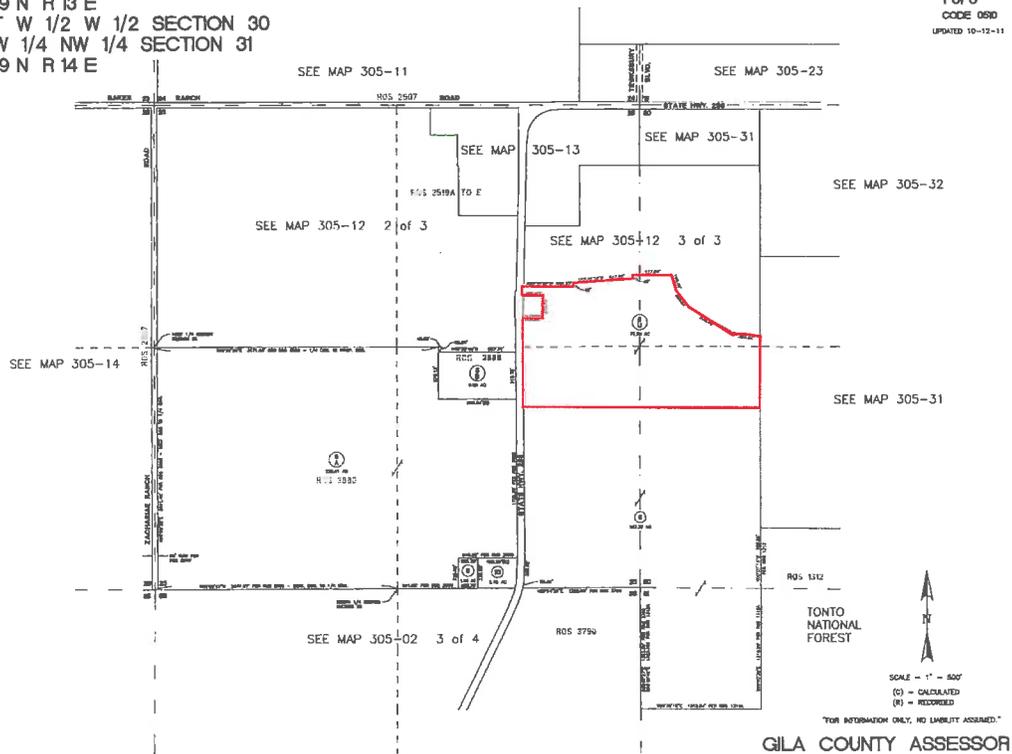
Photo - Listing #11



Map

SECTION 25
T 9 N R 13 E
PT W 1/2 W 1/2 SECTION 30
NW 1/4 NW 1/4 SECTION 31
T 9 N R 14 E

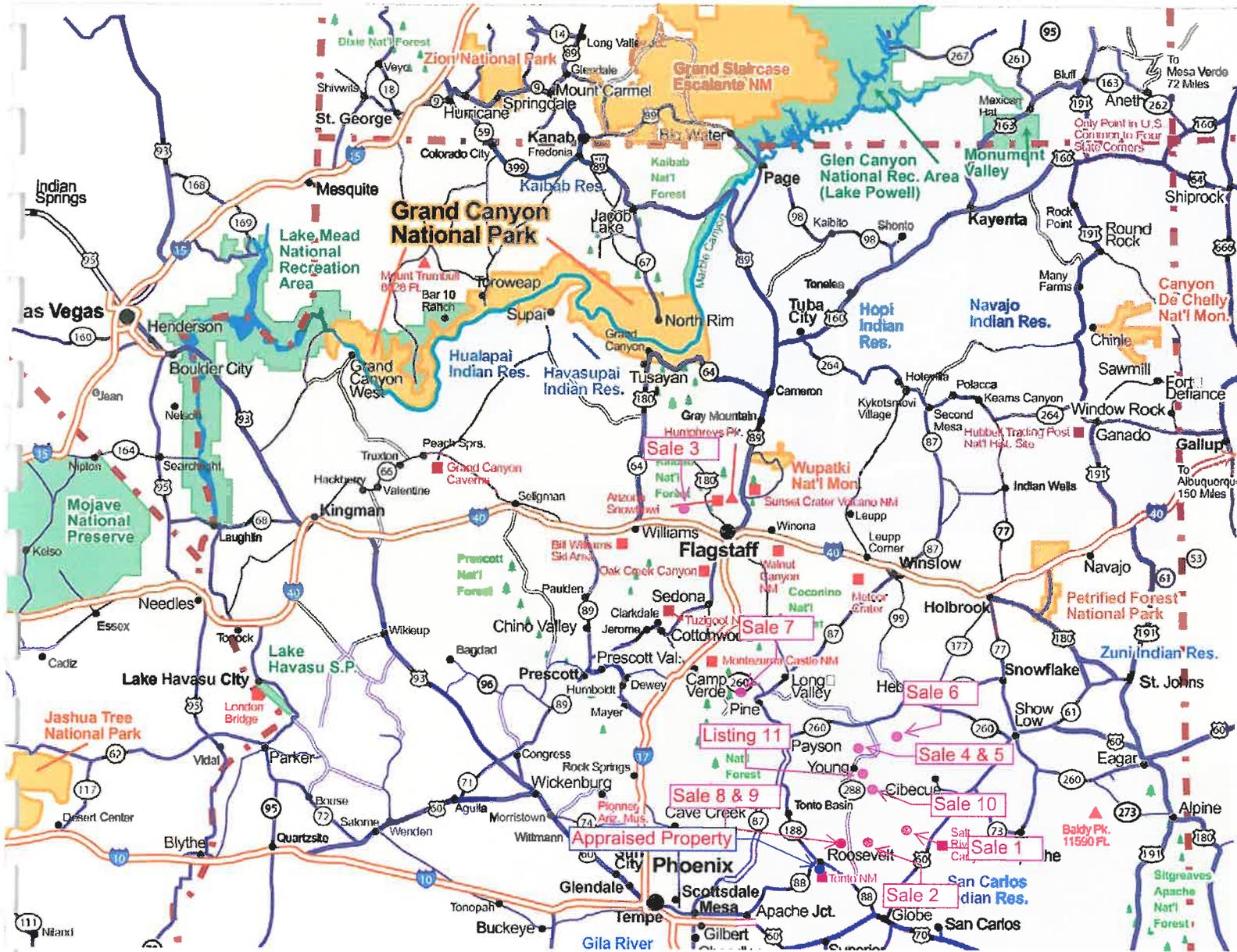
305-12
1 of 3
CODE 0690
UPDATED 10-12-11



DEWCO
DUANE E. WEBB, ARA

Southwestern Ag. Services
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COMPARABLE SALES MAP



Sale No.	Date	Sale Price	Deeded Acres	Location	Buildings Contribute	Net for Deeded	Per acre Price
1	5/06	\$600,000	32.50	Cherry Creek	0	\$600,000	\$18,462
2	1/06	\$1,500,000	86.92	Coon Creek	\$244,500	\$1,255,500	\$14,444
3	7/13	\$135,000	10.01	Coconino County	0	\$135,000	\$13,487
4	8/05	\$810,000	62.50	Young	0	\$810,000	\$12,960
5	2/06	\$3,425,000	218.70	North Young	0	\$3,425,000	\$15,661
6	3/12	\$230,000	20.00	Young	0	\$230,000	\$11,500
7	11/11	\$270,000	13.21	Strawberry	\$126,600	\$143,400	\$10,855
8	10/09	\$1,200,000	110.00	A Cross	\$153,000	\$1,047,000	\$9,518
9	1/13	\$150,000	17.03	A Cross	0	\$150,000	\$8,808
10	5/05	\$1,685,000	125.00	Cherry Creek	\$598,000	\$1,087,000	\$8,696
L11	11/13	\$1,464,000	72.36	Young	\$140,000	\$1,324,000	\$18,297

Comparable Sale Analysis Rural Type Property

The comparison of comparable sales to the appraised property is typically based upon the analysis of terms, time, size, location, accessibility, improvements, and other property characteristics and factors involved in the transaction that may have an impact on the sales price.

The sales utilized in this appraisal occurred from May 2005 to a current listing. This is a long time period for these type properties, yet it covers the area sales, a time frame this long must be utilized, considering time as a factor, which it is in the Gila County market place. The earlier sales in 2006 were at the top of the market, and the later sales support a flat marketplace to current. Time is still a factor considering the movement of property in these recreational type properties. If you compare Sales 8 and 9, a slight time decrease is indicated for the 2009 to 2013 time. If you go back to 2005 and 2006 a larger time decline can be noted. For this appraisal indications to this appraiser reflect a flat no change for time is selected for the period 2005 to 2013.

The terms involved in a real estate transaction often influence the sales price. Transactions involving liberal terms with a minimal down payment frequently reflect higher prices per acre than all-cash sales. However in this market place terms are not a large factor and no consideration is given for term sales vs. cash sales in this report.

Location of a property to population centers, schools, shopping, hospitals, and cultural and religious facilities can influence value. Access to a rural property is an important factor and distance from a paved highway or county road and the quality of dirt roads need to be considered. From a recreational type property standpoint, these sales selected are in reasonable comparable locations to the appraised property and no adjustment is made for this factor.

Size can be a significant factor. All other factors being equal, smaller properties generally demand higher selling prices per acre than larger comparable properties. The smaller units are affordable to a larger percentage of the market and are, therefore, subject to greater demand. This factor is demonstrated

when you compare Sales 3, 7 & 9 are all at about 10 acres with Sale 8 at just over 100 acres. The smaller parcels brought 26% more than the larger parcels. This is a reasonable size adjustment, which should be reduced slightly when comparing to the appraised property at 30.69 acres. Sales 1, 6, & 9 are equal to the appraised tract, Sales 3, & 7 are superior for size, and Sales 2, 4, 5, 8 & 10 are inferior for size.

Physical features such as topography, vegetation, and overall esthetics are important factors for rural property such as this. Most of the sales are equal for physical features within slight variations.

Improvements can have an impact on land values. Building improvements are typically included in the land value. Building improvements can contribute to the value of recreational type property. All of the sales with building improvements have the improvements factored or allocated off rendering the sales all vacant parcels, since that is how the appraised property is being valued as an unimproved property.

Zoning of property is a factor that should be considered. All of the sales and the appraised property are zoned General Agriculture or General Unclassified by Gila County and are equal for this feature. The appraised property is vacant and has no zoning therefore the sales are all slightly superior for the zoning factor.

The conditions of the sale can often impact the consideration paid for these recreational type properties. For all of these sales it is my considered opinion that the sales were all in about the same condition when sold. The listing number 11 is superior for condition of sale and superior for being a listing. It has been for sale for some time and has not sold yet, so it is obviously overpriced for this market.

Comparable Sales Discussion

Sale 1 Is a national forest in holding type property. It sold for \$600,000 on 5/15/2006. The property consists of 32.50 acres deeded land and basically no ranch type building improvements allocated at zero leaving the deeded sale price at \$600,000 or \$18,462/acre. The sale is located on Cherry Creek on FS Road 203 about 4.5 miles due east of Aztec Peak lookout down in the bottom of Cherry Creek. The improvements are nominal to none and there are no public utilities to the property. On a comparative basis this sale is inferior to the appraised property for location, is equal for size and is superior for view, and requires no adjustment for time.

Sale 2 This sale consists of 86.92 acres, lying about 8.5 miles east of Highway 188 from Globe to Young, on the Cherry Creek Road at Coon Creek. It is an old ranch headquarters, with live water, and a fair set of buildings, with some irrigated fields and a solar system. This sale closed on 1/20/2006 for \$1,500,000 with the improvements allocated off at \$244,500 leaving the land at \$1,255,500 or \$14,444/acre. There was no grazing allotment with this sale. This sale has buildings, which contributed \$244,500; the buildings allocated off leave the sale at the indicated sale price of \$14,444/acre above. This sale has inferior location, equal time and slightly inferior size, and for a slight plus to be equal.

Sale 3 Is a 10.01-acre parcel of deeded land in the Coconino County area. This sale closed 7/2/2013 for \$135,000 or \$13,487/acre overall. There are no improvements on this property. There were no grazing rights with this sale. This sale has superior size, is comparable for improvements, and is equal for time for a slight negative adjustment.

Sale 4 This sale is located in Young, Gila County, contains 62.50 acres and sold on 8/2/2005 for \$810,000 or \$12,960/acre. The sale has no improvements. This sale has inferior size, is equal for improvements, and slightly superior location due to distance from the Gila County area.

Sale 5 This sale is north of Young off of Route 288. The sale closed on 12/18/06, selling for \$3,425,000 with 218.70 acres bringing \$15,661/acre. This sale appears to have been purchased by an adjoin owner and brought a high price per acre. Compared to the appraised property this sale has superior location, and basically equal time, for a negative adjustment.

Sale 6 This sale contains 20 acres sold on 2/29/2012 for \$230,000 or \$11,500/acre. Sale is in the Young area of Arizona east of Cherry Creek. The sale has superior location, with slightly inferior access, is equal for improvements, for an overall slight negative comparison.

Sale 7 This is a fairly recent sale in the Fossil Creek area of Strawberry, Arizona. Sale contains 13.21 acres sold on 11/1/2011 bringing \$270,000 or \$20,439/acre. Improvements contribute \$126,600 leaving the land at \$143,400 which amounts to \$10,855/acre. Sale is equal for time, slightly superior for location, and equal for most other factors for a negative adjustment.

Sale 8 Is a sale made on 10/21/2009 for a short three year old sale. This was an improved type sale located in the A Cross area north of Roosevelt Lake. Sale brought \$1,200,000 for 110 acres or with the improvements contributing \$153,000 leaving the 110 acres at \$1,047,000 or \$9,518/acre. Sale is equal for time, location is slightly inferior, and recreation potential is about equal, for an overall slight plus to be equal.

Sale 9 Is a 17.03 acre sale selling on 1/10/13 for \$150,000 or \$8,808/acre. Sale is located one half mile west of Highway 288 on the A Cross Road off of the west side of Sale 8. Sale has no improvements. Sale is very similar type property to the subject, only on the north side of Roosevelt Lake. Compared to the appraised property this sale is equal for time slightly inferior for location and equal for no improvements, for an overall slight plus.

Sale 10 Is a large ranch type sale located 4 miles south of Pleasant Valley, Arizona on Cherry Creek. Sale closed on 5/6/2005, sold for \$1,685,000. Sale includes 125 acres deeded, personal property & equipment, forest permit, were all allocated at \$120,000, and with building improvements allocated at \$478,000. Adjust the permit, personal property and building improvements off sale price leaves \$1,087,000 for the 125 acres or \$8,696/acre. This sale on the deeded only has slightly inferior location, equal time and slightly inferior size, for an overall slight plus to compare to the appraised property.

Listing 11 is a current listing of 72.36 acres of deeded land located southeast of Highway 288 in Young located east of the Antlers Restaurant. Property is for sale at \$1,464,000, with the improvements allocated at \$140,000 leaving the land at \$1,324,000 or \$18,297/acre. This property has been for sale for quite a while and hasn't sold yet. Indications are that it is overpriced for the market place. As such this property has superior location, is superior for being a listing, and requires a large negative adjustment to be equal to the subject property.

A summary of the comparison of the comparable sales to the appraised property is shown on the following chart:

SALES ADJUSTMENT CHART								
Sale No.	Price per Deeded Acre	Imp. Adj. off	As Vacant Land	Time	Location	Size	Other	Overall Rating
1	\$18,462	0	\$18,462	=	S-	=	-	-
L11	\$20,232	-\$1,935	\$18,297	=	-	S/+	-	-
2	\$17,257	-\$2,813	\$14,444	=	S/-	S/+	-	-
5	\$15,675	0	\$15,675	=	S/-	S/+	-	-
3	\$13,487	0	\$13,487	=	S/-	-	=	-
4	\$12,960	0	\$12,960	=	S/-	=	=	S/-
6	\$11,500	0	\$11,500	=	S/-	S/-	=	S/-
7	\$20,455	-\$9,584	\$10,855	=	S/+	=	=	S/+
8	\$10,909	-\$1,391	\$9,518	=	S/+	S/-	=	S/+
9	\$8,808	0	\$8,808	=	S/+	=	=	S/+
10	\$12,520	-\$3,824	\$8,696	=	S/+	S/+	=	+

- means superior to the appraised property
- + means inferior to the appraised property
- = means equal to the appraised property
- S/- means slightly superior to the appraised property
- S/+ means slightly inferior to the appraised property

The comparable sales that are available offer a wide range of value for the appraised property, and do not indicate a specific dollar or percentage adjustments for the various factors affecting value. The general analysis set forth in the preceding chart, however, establishes the trend for this type of recreational property. The point at which the "Overall" indication of the relationship of the sale to the appraised property changes from inferior (-) to superior (+) indicates the range in value for the appraised property. We use the sale price per acre as though unimproved on all of the sales. Thus, the range in value on the basis of deeded land is established by Sale 1 through Listing 11; with a high of \$18,462 to a low of \$8,696 per acre, with a mean of \$12,971/acre from all of the sales. In my opinion low mean value is the best indication of value for the appraised property as though vacant, and is supported by all of the sales used as comparable. The ranges of these sales vary greatly, all over Gila County and Coconino County. If you remain with Gila County sales as the most comparable sales, Sales 1, 2, 9, 10 & 11 are the most comparable. These five sales range from \$18,462/acre high to \$8,696/acre low with a mean of \$13,741/acre. Considering this changing and uncertain marketplace, giving considerable influence to the trend of the sales selected, and the increasing significance of the value of deeded land, it is my judgment that this property as though vacant and unimproved has a market value of \$10,500/acre as of October 19, 2013 which is a low mean indicated value.

30.69 ac. deeded acres @ \$10,500/acre	\$322,245
Rounded to	\$322,000
Market Value as though unimproved & vacant	\$322,000

APPRAISAL CERTIFICATE

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinion and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I hereby certify that I have not appraised this property at any time prior to this appraisal.
- I have never appraised this property prior to this appraisal completed herein.
- I have made a personal inspection of the property that is the subject of this report.
- As of the date of this appraisal, Duane E. Webb, A.R.A., is currently certified under the Voluntary Continuing Education programs of the American Society of Farm Managers and Rural Appraisers, and has met the requirements of the State of Arizona Board of Appraisal and my current Certification is valid through August 31, 2014.
- The estimated marketing period and holding period are considered and are individually set forth in this report.

After weighing all of the factors herein reported, to the best of the appraiser's knowledge and belief, it is the appraiser's opinion that the estimated Market Value of the appraised property "as is as though vacant", of the appraised property, as of October 19, 2013, is as follows:

Appraised Property 30.69 acres \$322,000

Respectfully submitted,

SOUTHWESTERN AG SERVICES, LLC



Duane E. Webb, ARA
Certified General Real Estate Appraiser
Arizona Certificate No. 30011

ADDENDUM I

Record of Survey

RECORD OF SURVEY

OF ROOSEVELT LAKEVIEW PARK
 LOCATED IN SECTIONS 21 & 22 TOWNSHIP 4 NORTH RANGE 12 EAST
 OF THE GILA AND SAUPE RIVER MERIDIAN, GILA COUNTY, ARIZONA
 PLAN 10-15-13
 FILED 10-15-13



NOTES

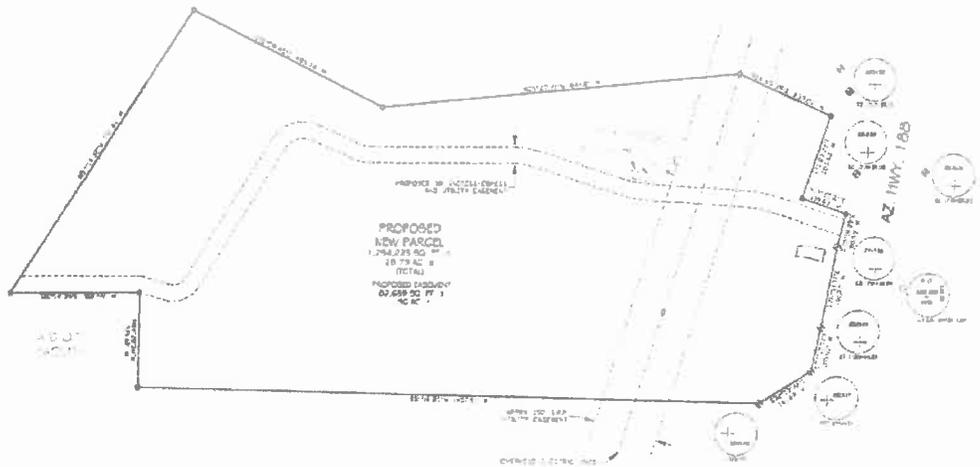
- NO SURVEY MONUMENTS WERE SET AT THE TIME OF THIS SURVEY.
- THIS SURVEY IS TO BE UTILIZED FOR A PROPOSED PRELIMINARY BOUNDARY ONLY.
- A SURVEY WILL BE COMPLETED BY THE U.S. FOREST SERVICE IN THE FUTURE AND A MAP WILL BE RECORDED FOR READER OF TITLE.
- LINE SHOWN ON THE EXISTING A.D.O.T. RIGHT OF WAY ARE NOT CALCULATED ON THE EXISTING CURVES FRAGMENTS WERE USED FOR THIS PRELIMINARY PROPOSED SURVEY.

BASIS OF BEARINGS

GEODETIC CALIBRITY BASED ON P.P.S. OBSERVATIONS
 ANY MONUMENTED LINE SHOWN CAN BE UTILIZED AS A LOCAL BASIS OF BEARING.

LEGEND

- U = MEAS. REC.
- = PROPOSED NEW PROPERTY CORNER
- ⊙ = A.D.O.T. ALUMINUM CAP
- C = BRASS CAP



STATEMENT

I, THE SURVEYOR, HEREBY CERTIFY THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACTS OF THE STATE OF ARIZONA.

GOLDEN RULE SURVEYING LLC



P.O. BOX 3360
 PAYSON, ARIZONA 85547
 PHONE (520) 474-3377



ROOSEVELT LAKEVIEW PARK

SCALE 1" = 100'

DATE NONE

DATE 8-15-13

PRELIMINARY SURVEY

13037

1 OF 1

ADDENDUM II

Subject Photographs



WEST SIDE OF
PROPERTY



WEST SIDE OF
PROPERTY



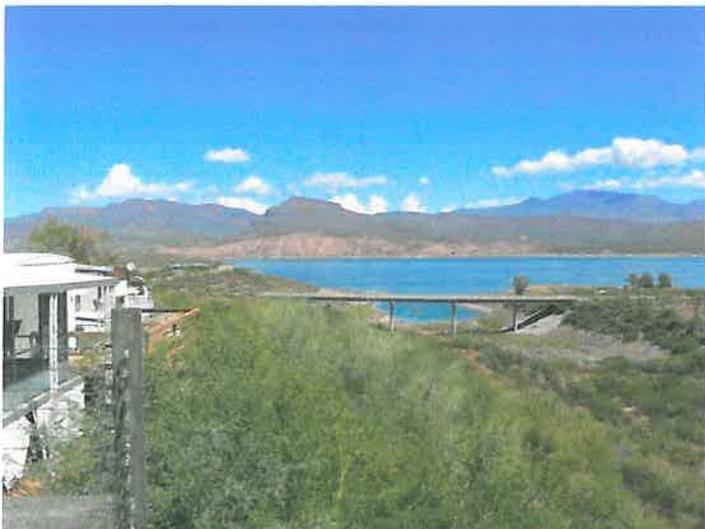
EAST SIDE OF
PROPERTY



SOUTHEND



SOUTH
SURVEY LINE



EAST SIDE
VACANT



NORTH
SURVEY LINE



NORTH
SURVEY LINE
WEST SIDE

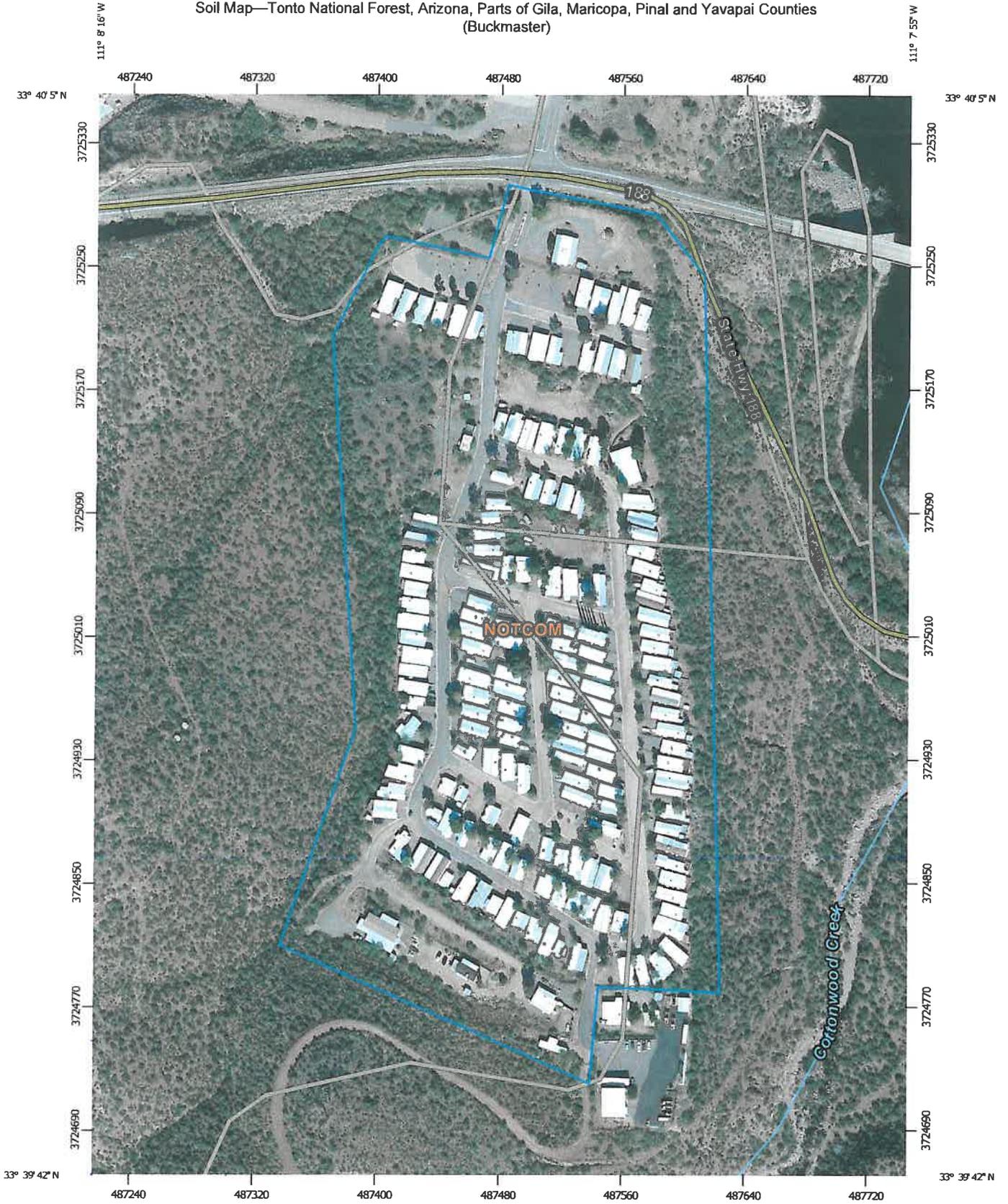


NORTH EAST
CORNER
SURVEY LINE

ADDENDUM III

Soils Map

Soil Map—Tonto National Forest, Arizona, Parts of Gila, Maricopa, Pinal and Yavapai Counties
(Buckmaster)



Map Scale: 1:3,420 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 12N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

10/14/2013
Page 1 of 3

Soil Map—Tonto National Forest, Arizona, Parts of Gila, Maricopa, Pinal and Yavapai Counties
(Buckmaster)

MAP LEGEND

Area of Interest (AOI)		Spoil Area
		Stony Spot
Soils		Very Stony Spot
		Wet Spot
		Other
		Special Line Features
Special Point Features	Water Features	
		Streams and Canals
	Transportation	
		Rails
		Interstate Highways
		US Routes
		Major Roads
		Local Roads
	Background	
		Aerial Photography
		
		
		
		
		
		
		
		
		
		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Tonto National Forest, Arizona, Parts of Gila, Maricopa, Pinal and Yavapai Counties
Survey Area Data: Version 1, Oct 22, 2010

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 1, 2010—Nov 27, 2010

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Tonto National Forest, Arizona, Parts of Gila, Maricopa, Pinal and Yavapai Counties (AZ687)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
NOTCOM	No Digital Data Available	31.0	100.0%
Totals for Area of Interest		31.0	100.0%

ADDENDUM IV

Appraiser Certificate

STATE OF ARIZONA
BOARD OF APPRAISAL

BE IT KNOWN THAT
DUANE E. WEBB

HAS MET ALL THE REQUIREMENTS AS A
Certified General Real Estate Appraiser

*In accordance with Arizona Revised Statutes
and on authority of the Board of Appraisal, State
of Arizona.*

*This certificate shall remain evidence thereof
unless or until the same is suspended, revoked
or expires in accordance with the provisions of
law.*

CERTIFICATE NUMBER
30011

EXPIRATION DATE
August 31, 2014



*In witness whereof the Arizona Board of Appraisal
caused to be signed by the Chair of the Board
and the Executive Director*

HR. [Signature]
Chair, Board of Appraisal Vice Chairperson: 7/19/12
Date

SHALL REMAIN PROPERTY OF ARIZONA BOARD OF APPRAISAL

ADDENDUM V

Appraiser's Qualifications

Appraiser's Qualifications

DUANE E. WEBB
5241 N. WOODMERE FAIRWAY
SCOTTSDALE, AZ 85250
Phone: 480-994-3455 Fax: 480-699-5072
Cell: 602-509-0160
dwebb209@cox.net

EDUCATION: B.S. Degree in Livestock Production, Arizona State University 1961

Post Graduate Training: American Society of Farm Managers and Rural Appraisers
Accredited Rural Appraiser License No. 3266
November 26, 1972, current on all education requirements

Arizona Certified General Real Estate Appraiser
Certificate No. 30011, expires August 31, 2014

Licensed Real Estate Salesperson, Arizona State Real Estate Department,
current on education

PROFESSIONAL: American Society of Farm Managers and Rural Appraisers with an Accredited Rural Appraiser designation since 1972

MEMBER ORGANIZATIONS: Member Arizona Cattleman's Association
Member of National Cattleman's Association
Member of Arizona National Livestock Show
Member Arizona Chapter ASFMRA

EMPLOYMENT: 3/2008 - Current Owner in Southwestern Ag Services, LLC
Full service appraisal firm and R/E sales

HISTORY: 1/15/03 – 3/2008: Duane E. Webb Co. – self-employed
11/1986-1/15/03: Headquarters West Ltd. – Independent Contractor, Real Estate Sales and Agricultural Appraisals
1977-10/1986: Arizona Livestock PCA, Vice President/Ag. Loan Officer
1971-1976: Hebbard & Webb Co. - R/E Sales/Ag. Mtg. Loans
1967-1971: Federal land Bank of Arizona – Loan Officer/Appraiser
1962-1967: Arizona Livestock PCA – Livestock Loan Officer

EXPERIENCE: Native Arizonan. Forty-nine years' experience in the Agricultural field, seventeen years were short term and long term agricultural finance, on farms, ranches, dairies, tree crops, nine years spent working in long term lending for the Federal Land Bank and major Insurance Companies, and 25 years independent rural appraiser real estate sales and consultant.

Licensed as a Certified General Real Estate Appraiser State of Arizona since 1991. Have sold agricultural properties since 1987, sold and closed some of Arizona's larger farms and dairies, plus numerous smaller properties.

Qualified in all phases of agricultural investment analysis, valuation and management.

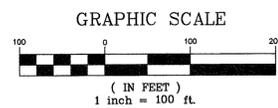
**CLIENT LIST
AVAILABLE:**

Selected list of clients:
Salt River Project
Salt River Pima Maricopa Indian Community
Gila River Indian Community
Colorado River Indian Tribes
Wells Fargo Bank Appraisal Panel
National Bank of Arizona Appraiser Panel
Great Western Bank Appraiser Panel
Bank of the West Appraiser's panel
M & I Bank Appraiser panel
JP Morgan Chase Bank Appraiser Panel
Henry & Horne PC
Many other individual clients

RECORD OF SURVEY

OF ROOSEVELT LAKEVIEW PARK
 LOCATED IN SECTIONS 21 & 28, TOWNSHIP 4 NORTH, RANGE 12 EAST,
 OF THE GILA AND SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA.

FOR: EJM ENTERPRISES LLC
 28078 N. AZ. HWY. 188
 ROOSEVELT AZ. 85545



NOTES

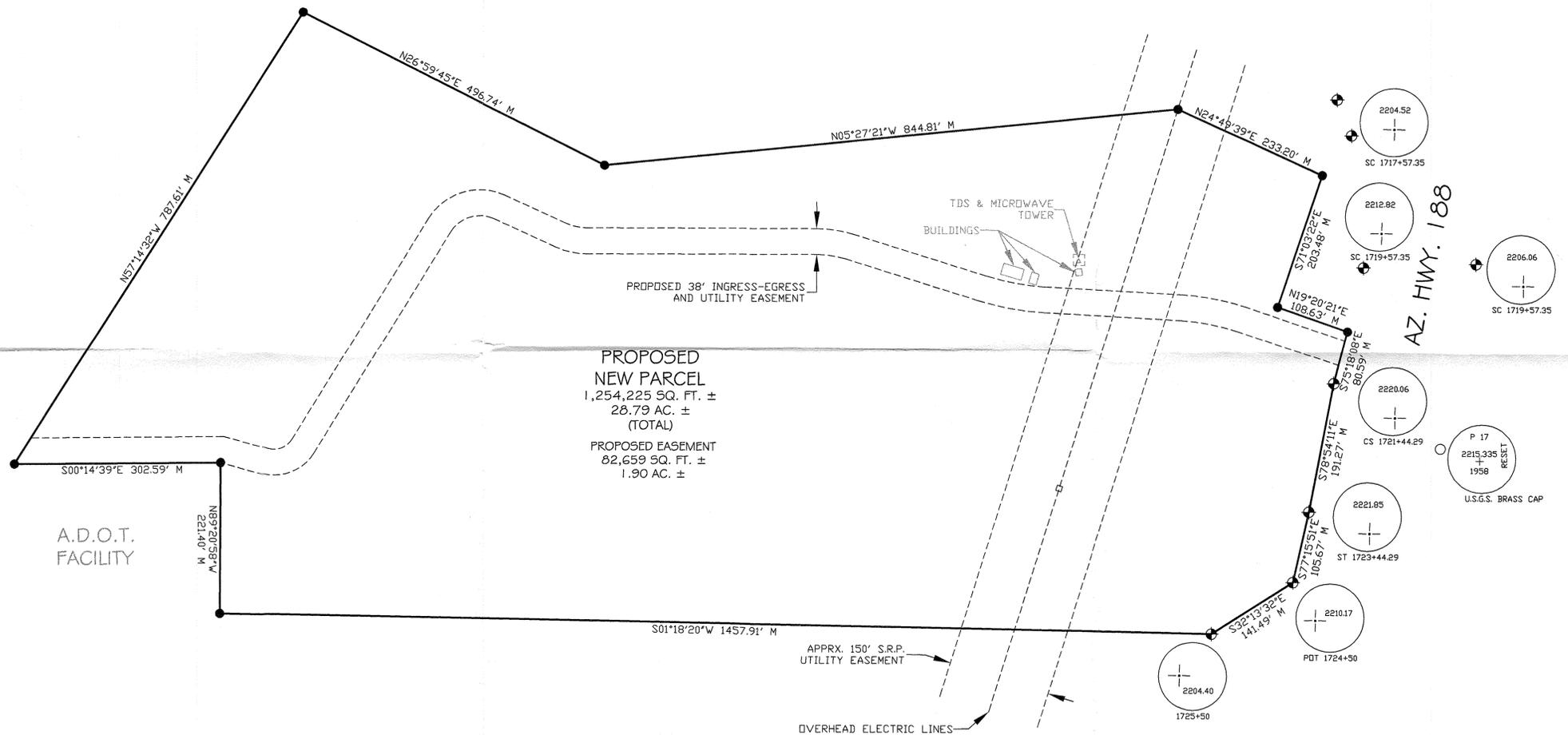
1. NO SURVEY MONUMENTS WERE SET AT THE TIME OF THIS SURVEY.
2. THIS MAP IS TO BE UTILIZED FOR A PROPOSED PRELIMINARY BOUNDARY ONLY.
3. A SURVEY WILL BE COMPLETED BY THE U.S. FOREST SERVICE IN THE FUTURE AND A MAP WILL BE RECORDED FOR TRANSFER OF TITLE.
4. LINES SHOWN ON THE EXISTING A.D.O.T. RIGHT OF WAY ARE NOT CALCULATED ON THE EXISTING CURVES. (TANGENTS WERE USED FOR THIS PRELIMINARY PROPOSED SURVEY)

BASIS OF BEARINGS

GEODETIC AZIMUTH BASED ON G.P.S. OBSERVATIONS. ANY MONUMENTED LINE SHOWN CAN BE UTILIZED AS A LOCAL BASIS OF BEARING.

LEGEND

- M = MEASURED
- = PROPOSED NEW PROPERTY CORNER
- ◆ = A.D.O.T. ALUMINUM CAP
- = BRASS CAP

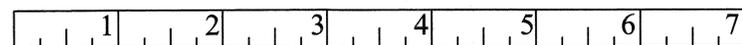


PROPOSED
 NEW PARCEL
 1,254,225 SQ. FT. ±
 28.79 AC. ±
 (TOTAL)
 PROPOSED EASEMENT
 82,659 SQ. FT. ±
 1.90 AC. ±

STATEMENT

THIS MAP, CONSISTING OF ONE SHEET CORRECTLY REPRESENTS A SURVEY PERFORMED IN AUGUST 2013.

GOLDEN RULE SURVEYING LLC

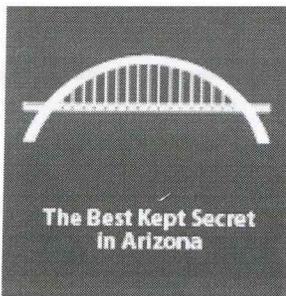


P.O. BOX 3360
 PAYSON, ARIZONA 85547
 PHONE (928)474-3377



JOB NAME: ROOSEVELT LAKEVIEW PARK
 DESCRIPTION: PRELIMINARY SURVEY

SCALE: 1" = 100'	VERT: NONE
DATE: 8-15-13	
JOB NUMBER: 13037	SHEET: 1 OF 1



**ROOSEVELT
LAKEVIEW PARK
928-961-6822
RLParkaz@gmail.com
28078 N. AZ HWY. 188
Roosevelt, AZ 85545**

December 19, 2013

Neil Bosworth
Forest Supervisor
Tonto National Forest
2324 E. McDowell Rd.
Phoenix, AZ 85006

Dear Mr. Bosworth:

Thank you for your patience in the matter of Roosevelt Lakeview Park and the submission of the Townsite Act application by Gila County on our behalf.

Enclosed are the copies of:

- Commitment letter from DKT Holdings, LLC. provided to Gila County.
- Appraisal by Southwestern AG Services
- Survey by Golden Rule Survey

Again, we appreciate your patience, and look forward to a successful partnership in this endeavor.

Please feel free to contact us with any questions or concerns you may have.

Sincerely,

EJM Enterprises, LLC
Roosevelt Lakeview Park
David L. Buckmaster and Michael L. Buckmaster, Managing Members

Encl.: Letter to Robert Gould, Gila County, Commitment Letter, Appraisal, Survey

cc: John Kaites, Public Policy Partners
Robert Gould, Director of Community Development Division, Gila County

DLB/lis

DECEMBER 13, 2013

Bob Gould
GILA COUNTY COMMUNITY DEVELOPMENT DIRECTOR
PLANNING & DEVELOPMENT DEPARTMENT
745 N. Rose Mofford Way
Globe, Arizona 85501

RE: COMMITMENT LETTER
ROOSEVELT MOBILE HOME PARK
30.69+/- ACRES IMPROVED LAND
ROOSEVELT, ARIZONA

Dear Mr. Gould:

We are pleased to advise you we have approved EJM Enterprises, LLC, an Arizona limited liability company loan application subject to the following terms and conditions:

1. **LOAN AMOUNT:** \$350,000.00
2. **TERM:** Twenty-four months
3. **Interest Rate:** 10% First Year, 11% Second Year
4. **Payments:** Monthly, Interest Only
5. **Commitment Fee:** Four Percent of Loan Amount. One Percent due upon signing & return of Commitment Letter. The remaining three percent due at funding.
6. **Borrower:** EJM Enterprises, LLC, an Arizona Limited Liability Company
7. **Guaranty:** This loan is to be fully guaranteed by Dave Buckmaster and Michael Buckmaster
8. **Purpose:** The proceeds of the loan will be used solely to acquire the 30.69+/- Acres from the Department of Agriculture Tonto National Forest Service visa vie Townsite Act.
9. **Security for Loan:** A first Position Promissory Note and Deed of Trust, Assignment of Rents (the "Property"), a Security Agreement and UCC-1 Financing Statement on all

tangible and intangible personal property with respect to the 30.69+/- acres upon close of escrow in favor of Lenders.

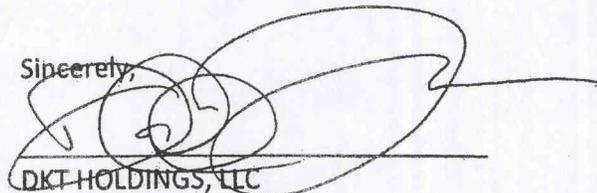
10. **Disbursement of Funds:** The loan will be funded in accordance with the terms of a Business Loan Agreement including, among others, the terms of and conditions of this commitment and all payments shall be made through Meracord Account Servicing Agreement.
11. **Title Insurance:** Lender's receipt of a commitment from a title insurance company from an insurer in a form reasonably satisfactory to Lender, that such title company will, upon closing, issue a Lender's Policy of Title Insurance, reflecting that the repayment of the Loan will be secured by a first position deed of trust, the Property and all improvements located thereon, as well as Lender's approval in its sole discretion of any exception to coverage identified in the commitment.
12. **Documentation:** Our commitment is conditioned upon due execution, acknowledgment and delivery to us of all documents referred to herein in form and substance acceptable to us and such other instruments or documents as we may require to fully evidence and document this loan and to perfect our security interest thereunder. Such documents and instruments shall be legal, valid and enforceable against the parties to be bound thereby, be in a form approved by us and our counsel and shall contain such additional terms, conditions and provisions as we and our counsel may require.
13. **Articles, and Other Documents:** This commitment is conditioned upon borrower supplying us true and correct copies of borrower's articles, operating agreement, minutes of meetings of shareholders and directors and such other documents and agreements required by our counsel to evidence borrower's good standing and authority to enter into this loan. This commitment is further conditioned upon borrower supplying us with true and correct copies of the last two years of tax returns of EJM Enterprises, LLC.
14. **Financial Statements:** Our commitment is conditioned upon borrower and guarantors' providing us with current financial statements, and our approval of the same.
15. **Assignability:** Neither this commitment nor the loan proceeds shall be assignable, nor shall borrower have the right to designate a payee of the loan proceeds.
16. **Insurance:** Borrower to provide us with satisfactory fire and extended coverage all risk hazard insurance, including flood coverage, satisfactory to us, comprehensive liability insurance and such additional insurance coverage as we may request. All such insurance shall be in such amounts, issued by such company or companies and in such form as may be approved by us and shall contain a mortgagee's standard form loss payable endorsement in our favor.

17. **Legal Review and Closing:** This loan shall be closed at U.S. Title Agency located at 4647 North 32nd Street #B-125, Phoenix, Arizona 85018, under the supervision of our legal counsel.
18. **Compliance with Laws:** Borrower are to provide us with satisfactory evidence that borrower has complied with all applicable laws and that the project is not in violation of any laws, ordinances or regulations pertaining to zoning, construction, building, occupancy or the environment.
19. **Loan Closing Costs:** Borrower is to bear and promptly pay all costs at closing in connections with closing this loan, including without limitation lender's title insurance costs, recording, filing, escrow, attorney's fees, due diligence, maintenance and any other costs and expenses incurred by us in connection with this loan.
20. **Appraisal:** This commitment is conditioned upon borrower's delivery to us of a current appraisal in borrower's possession.
21. **Survey:** Borrower to provide Lender with a current survey of the boundaries of the Property on which the improvements are built in borrower's possession.
22. **Environmental:** Borrower to provide Lender with a current Phase 1 Environmental Site Assessment.
23. **Expiration and Termination of Commitment:** Our obligation hereunder shall expire and be of no further force and effect unless all of the conditions to our making this loan are fulfilled on or before December 19, 2014 or such later date as we may approve in writing. We reserve the right to cancel this commitment and to terminate hereunder at any time in any of the following events:
- a. Failure by borrower to comply with, or cause to be completed, within the time specified, any of the provisions or conditions applicable to this commitment.
 - b. Nonpayment within the prescribed time of any fees or expenses provided for in this commitment.
 - c. Insufficiency of title or lack of approval by us of title to the Property intended to secure the loan or any documents delivered or to be delivered hereunder.
 - d. Should any warranty or representation contained herein prove to be false; borrower or the guarantors become insolvent or generally fail to pay borrower's respective debts as they mature, fail, go out of business, become the debtor in any petition in bankruptcy or make an assignment for the benefit of creditors or a receiver or trustee be appointed for borrower, borrower's property or the guarantors; or a tax lien be filed against borrower or borrower's property.
 - e. Damage to or condemnation of a material portion of any of the property intended to secure the loan which is not repaired or restored to our reasonable

- f. Any change subsequent to this commitment deemed by us to be material or substantial in the assets, net worth or credit standing of borrower, the guarantors or other persons or entities required to execute any of the loan documents or the taking of a judgment against any of such persons or entities which in our sole discretion materially affects the credit standing of such persons or entities.

23. **General Provisions:** This commitment cannot be amended or otherwise changed orally, but only by an instrument in writing signed by the party against whom enforcement of any such amendment or change is sought. This commitment and all documents, instruments and performance hereunder shall be construed under the laws of the State of Arizona. All remedies provided for herein shall be cumulative and in addition to all other remedies afforded by applicable law.
24. **Acceptance:** This commitment shall expire and be of no further force and effect unless we shall have received borrower's unqualified acceptance of the terms and conditions hereof by close of business on December 18, 2013, evidenced by borrower's signing and returning the enclosed copy hereof along with a partial loan commitment fee equal to one percent (non-refundable).
25. **Failure to Close Loan:** If the loan does not close as provided herein, except for our default, Borrower and Guarantor shall be liable to Lender in addition to any other claims for damages Lender may have, for all reasonable expenses incurred hereunder, including reasonable legal fees not to exceed counsel's normal time charges and other out of pocket expenses.

We are pleased to be of service, and if you have any questions, please feel free to call at any time. We look forward to working with you in connection with this loan.

Sincerely,


DKT HOLDINGS, LLC

By Dallas Tanner

Its Manager

APPROVED & ACKNOWLEDGED

EJM ENTERPRISES, LLC an Arizona limited Liability Company

By:



Its:

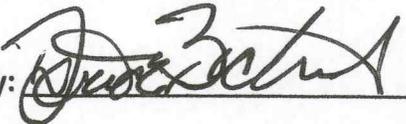
Member

Date:

12-17-13

APPROVED & ACKNOWLEDGED

EJM ENTERPRISES, LLC an Arizona limited Liability Company

By: 

Its: member

Date: 12-17-13

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: December 18, 2012

TOMMIE C. MARTIN

Chairman

JOHN F. NELSON

Clerk of the Board

SHIRLEY L. DAWSON

Vice-Chairman

By: Marilyn Brewer
Deputy Clerk

MICHAEL A. PASTOR

Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin, Chairman; Shirley L. Dawson, Vice-Chairman; Michael A. Pastor, Supervisor; Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager/Clerk; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Shirley Dawson led the Pledge of Allegiance and Reverend Bill Norton of the First Presbyterian Church in Globe delivered the invocation.

Item 2 – PRESENTATIONS:

2A. Public recognition of Supervisor Shirley Dawson, Sheriff John Armer, Assessor Dale Hom, and County Attorney Daisy Flores.

Chairman Martin requested that the Board join her in presenting plaques of appreciation to the outgoing elected officials. The outgoing officials recognized were Sheriff John Armer, Assessor Dale Hom, County Attorney Daisy Flores and Supervisor Shirley Dawson. Each of the officials gave departing comments and thanked their staffs and thanked the Board of Supervisors for its cooperation throughout their years of service to the County.

Item 3 – REGULAR AGENDA ITEMS:

3A. Information/Discussion/Action for Gila County to agree to serve as the applicant for the U.S. Forest Service to designate and sell Roosevelt Lakeview Park as a Townsite under the Townsite Act, subject to the development and submittal of a financial plan by Mr. Buckmaster to Gila County, for approval by the Board of Supervisors prior to the

preparation and submission of the application to the Forest Service by the County. Further, that prior to December 31, 2012, staff will send a copy of this Board of Supervisors' action, with a cover letter acknowledging Gila County's intention to file, to the U.S. Forest Service.

Don McDaniel, County Manager, provided some background information on the Roosevelt Lakeview Park stating that it was developed in the early 1970s through a special use permit with the U.S. Forest Service-Tonto National Forest, which expires on January 1, 2013. At that time, the current residents will be required to relocate all residences and improvements that are on the property including any manufactured or mobile units. He stated that there is a solution for this problem through the U.S. Forest Service Townsite Act, which allows the designation and sale of Forest Service lands by the U.S. Forest Service to governmental entities. He noted that this Act just exists in the 12 western states and is only useful to cities, towns or county governments. Mr. McDaniel explained that the Act allows for Forest Service lands that are needed by a community or the county, in this case, to be sold for fair market value if those lands would serve indigenous community objectives, meaning that Gila County's objectives outweigh the public objectives and values of retaining the lands in federal ownership. He stated, "We believe in this case that they clearly do." He stated that staff has indicated to David Buckmaster, permit holder and developer of the park, that the County is obviously unable to purchase the actual property in the park as a private business with taxpayers dollars and, furthermore, the County is not in the mobile home park business and wouldn't want to be seen as competing with other similar businesses in the County. However, Mr. McDaniel stated that he and the Board of Supervisors have indicated strong support and a willingness to serve as the applicant in this Townsite Act process. The important part of the process is going to be to obtain from Mr. Buckmaster a fairly complete financial plan that will indicate his intentions on providing the funds so that the County can make the application, purchase the property and then turn it over to Mr. Buckmaster to run the approximate 24-acre mobile home park. Mr. McDaniel stated that County staff is recommending that the Board agree to serve as the applicant to the U.S. Forest Service to designate the Roosevelt Lakeview Park as a Townsite under the Act; that the approval would be subject to development and submittal of a financial plan by Mr. Buckmaster of the Roosevelt Lakeview Park; and, that plan would come back to the Board for its review and approval prior to the actual submission of the application. He stated that because there is a concern about the fast-approaching deadline, it was further recommended that that the Board send to the U.S. Forest Service a letter and a notarized copy of the Board's action today indicating its intent to make the application subject to the financial plan as a way to have that on their records indicating that is the County's intent as that other information comes forward. Vice-Chairman Dawson stated that because the U.S. Forest Service is slow to act and if the County and Mr. Buckmaster move quickly, "maybe something really good can come from this." She also appreciated the fact that this was a

contemptuous situation and difficult to figure out how to solve and “this seems like a good way to go about resolving something that we didn’t want to see go away.” Supervisor Pastor thanked the Mr. McDaniel and staff for working on this issue. Supervisor Pastor advised that he was first contacted 2 years ago regarding this issue and, at that time, it didn’t look very promising. Over the last 2 years various meetings have been held with U.S. Representative Gosar’s Office, letters have been sent to the U.S. Forest Service, and Kelly Jardine, District Ranger of the Tonto Forest Service at Roosevelt, has been very positive and helpful to the County. Mr. Buckmaster has also been negotiating with the U.S. Forest Service officials and is working hard to put a financial package together. Supervisor Pastor stated, “I think this is something that we as a Board need to look at as a positive added value process to what we do as County Supervisors.” Chairman Martin added that anytime the opportunity arises where public land can be turned into private land in this County of 1.5% private land, she was all for it. She stated that the financial package is needed in hand from Mr. Buckmaster before the County can go very much further in putting too many County resources to the task. Chairman Martin then called on David Buckmaster, also a resident of Roosevelt. Mr. Buckmaster stated that in discussions with Mr. Jardine he needs to find out exactly how much land the Forest Service is willing to sell because the number of acres varies depending on “which permit you read or what letter you get” so all he knows is it’s between 25 to 30 acres. He stated that the U.S. Forest Service wants to square off the boundaries so it’s easier for them to survey on an annual basis. Mr. Buckmaster believes the first step is for the U.S. Forest Service to decide how much land is going to be involved and square their boundaries because he is uncertain as to the boundaries. The next step would be to get a good-faith estimate from the U.S. Forest Service on the value per acre of the land, so Mr. Buckmaster has a starting point to try to figure out how much funding will be needed because at this point the cost is unknown. Mr. Buckmaster advised that a land survey needs to be done by the U.S. Forest Service. He stated that the way the whole Townsite Act works is that the appraisal or evaluation of the land is approximately step number 10 out of 50 steps; however, he stated that Mr. Jardine believes this process can be done in a fairly short time. Chairman Martin stated to Mr. Buckmaster that for the sake of discussion and in reference to Vice-Chairman Dawson’s comment about the U.S. Forest Service moving slow, “the time may come when you may want to say what would be the low figure and the low acreage and the high acreage and get an appraisal on your own and have an offer. That might stand you in pretty good stead to take that initiative.” She stated that this has been going on for years and something the County doesn’t have is years of staff time to continue to put into this endeavor; however, the County does have staff time to put in to an honest proposal. Chairman Martin recommended that if Mr. Buckmaster had anything he can do to push this on down the road, she would tell him to “push it on down the road.” Vice-Chairman Dawson added, “If I were in this position of moving this forward, I would make the proposal to them...You make an offer on what you’re at based like Tommie said, on an appraisal, and they are going

to want more, but at least you're on the table. You're not there right now and if you wait for them, they will be talking about how to remove you." Supervisor Pastor stated that he believes with the relationship that the County had been able to develop with the U.S. Forest Service and the new Forest Service supervisor that's in the area, Neal Bosworth, the U.S. Forest Service seems to want to get this done, so hopefully the County can get it on fast track. Mr. Buckmaster replied that he's heard it will take anywhere from 18 months to 3 years to get this finalized. Chairman Martin's final recommendation to Mr. Buckmaster was, "Get the ball in your court and keep it there." Mr. Buckmaster thanked the Board for its support and advice. Chairman Martin called on Jerry Ellison, reporter for KQSS Radio. Mr. Ellison inquired if there has ever been a successful sale under this Act in Arizona? Supervisor Pastor stated there have been several across the country and one in Arizona, either in Camp Verde or the Verde Valley. Mr. Buckmaster added that there have been more sales under the Bureau of Land Management, the Park Service and the Department of Interior then there have been through this Act; however, there have been quite a few.

Chairman Martin then called on Don Ascoli, a resident of Payson. Mr. Ascoli stated that he first became aware of this issue in January based on an article in the local Payson Roundup newspaper, so he visited this park and found it to be a very nice, well-run community of "families, folks, retirees, people who enjoy the outdoors." He stated that as Chairman of the Gila County Planning & Zoning Commission, he invited particular parties--Mr. Buckmaster, the U.S. Forest Service personnel, and especially Supervisor Pastor, since it's in his supervisorial district, to attend a couple of hearings in Globe to "up the awareness" of this issue. He stated that it's been a long haul and Supervisor Pastor has been involved in this effort for a long time. He mentioned that U.S. Forest Service Supervisor Neal Bosworth has stated more than once that the U.S. Forest Service doesn't want this land. Mr. Ascoli stated, "They want to find a way to give it back to the folks so they can have it in private hands." Mr. Ascoli agreed that the avenue being pursued "will be a most successful process" and he believes it fits the need of the community at Lakeview Park. He thanked the Board of Supervisors for taking this major step forward and thanked Don McDaniel and his staff for putting together an official letter. Mr. Ascoli also agreed with the advice provided by the Board members that Mr. Buckmaster should take the initiative, make the proposal first and then let the U.S. Forest Service respond. Chairman Martin called on Linda Acres, a resident of Lakeview Park in Roosevelt. Ms. Acres stated that as a member of the Lakeview Community Association of 160 homeowners, she wanted to thank everyone in the County for all their assistance and support, and they would greatly appreciate the Board's consideration in this matter. Chairman Martin then called on Taylor McArthur, a representative from U.S. Congressman Paul Gosar's Office. Mr. McArthur advised that Congressman Gosar supports this endeavor of which has been involved from the beginning. Congressman Gosar will continue to support it even though his congressional district has changed.

Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously agreed to have Gila County serve as the applicant for the U.S. Forest Service to designate and sell Roosevelt Lakeview Park as a Townsite under the Townsite Act, subject to the development and submittal of a financial plan by Mr. Buckmaster to Gila County, for approval by the Board of Supervisors prior to the preparation and submission of the application to the Forest Service by the County. Further, that prior to December 31, 2012, staff will send a copy of this Board of Supervisors' action, with a cover letter acknowledging Gila County's intention to file, to the U.S. Forest Service.

3B. Information/Discussion/Action to ratify approval for the Sheriff's Office to submit a Grant Application entitled "Critical Incident Responder Safety and Health Project" to the Arizona Department of Homeland Security and to accept the grant award in the amount of \$49,700 for this project by approving Subgrantee Agreement No. 12-AZDOHS-HSGP-999303-01, to be used during the period of October 1, 2012, through September 30, 2013.

John France, Deputy Sheriff Sergeant, stated that he also serves as the dive team leader and instructor for the Gila County Sheriff's Office Dive Team. Approximately 2 years ago, the Sheriff's Office obtained some grant funding which enabled the Dive Team to grow, both in size and professionally. By applying for these grant funds, the Dive Team will be able to replace its outdated diving equipment to include dry suits, and full face masks that enable communications with divers underwater and with a backup air supply. Sergeant France advised that the Dive Team is on its way toward meeting national certification standards, and this type of equipment is a requirement of the certification. There aren't any County cash matching requirements associated with this grant, which will be used to purchase equipment for 10 divers. Sergeant France answered questions of the Board regarding the individuals that serve on the Dive Team. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously ratified its approval for the Sheriff's Office submission of the Grant Application entitled "Critical Incident Responder Safety and Health Project" to the Arizona Department of Homeland Security and accepted the grant award in the amount of \$49,700 for this project by approving Subgrantee Agreement No. 12-AZDOHS-HSGP-999303-01.

3C. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 110812 for the purchase of chips, ABC, asphalt and cold mix for the Copper Region and the Timber Region of Gila County, Arizona.

Joseph Heatherly, Finance Director, advised that the contract to purchase chips, ABC, asphalt and cold mix expired a few days ago. Supervisor Pastor inquired whether there is a sufficient supply of material on hand until a new

contract is awarded. Steve Stratton, Public Works Division Director, replied that it depends on the amount of work to be done. If an emergency arose and there wasn't enough material on hand, Mr. Stratton assured the Board that the County has a means to obtain additional material. Mr. Heatherly then reviewed the bid process and associated timelines for newspaper publications. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously authorized the advertisement of Invitation for Bids No. 110812 for the purchase of chips, ABC, asphalt and cold mix for the Copper Region and the Timber Region of Gila County, Arizona.

3D. Information/Discussion/Action to review all bids submitted for Call for Bids No. 112012 to provide all advertising, publications and printing required to be done or made by all departments of Gila County for calendar year 2013; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the contract for the winning bidder.

Mr. Heatherly advised that only one bidder responded to this Call for Bids, of which the Board of Supervisors is statutorily required to go out for bid and award a contract each year. The bid was reviewed by the Chief Deputy Clerk and the Contract Specialist, and Mr. Heatherly stated that the bidder successfully met all of the bid requirements. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board awarded a contract to the Arizona Silver Belt newspaper in the amount of \$3.20 per column inch to provide all advertising, publications and printing required to be done or made by all departments of Gila County for calendar year 2013.

3E. Information/Discussion/Action to approve Public Works Division Policy No. DPW 12-01 - Storm/Fire/Flood Event Stipend.

Steve Stratton, Public Works Division Director, advised that this policy was drafted approximately 1½ years ago. He has been working with the County Manager, Human Resources Director and the County Attorney to finalize the draft that is being presented to the Board of Supervisors. He advised that many times during an emergency, such as a fire, snow storm or rain storm, the Public Works Division staff is often times the first responders and it is becoming a problem in having enough people available to work during an emergency, especially during weekends and holidays. This stipend was developed to be in line with other competitors' wage scales, in particular, the Arizona Department of Transportation (ADOT). Mr. Stratton advised that at present this proposed policy will only apply to Public Works employees; however, in discussions with the County Manager, it is hoped that eventually this policy will apply countywide. He emphasized that it is difficult to have employees on standby, especially during weekends, in the anticipation of a bad storm that would cause substantial damage without providing a pay incentive. Danny Savage of the Public Works Division advised that he, too, has been

working on this proposed policy for quite some time. He added that it is becoming more difficult to have staff available to work nights and weekends during a storm incident. He also stated that 4 employees of the Public Works Division recently accepted jobs with ADOT because the pay is higher. Supervisor Pastor advised that when he was first presented with this proposed policy, he wasn't very pleased. He met with the County Manager and discussed his concerns and that is when he learned that this policy is based on a policy ADOT has in place. After requesting a copy of ADOT's policy from the Public Works Division and not receiving one, he requested that his secretary submit a request directly to ADOT. It was at that time Supervisor Pastor learned that the ADOT policy was implemented in 2005, which was used by Public Works; however, a revised policy went into effect on November 29, 2012. He then reviewed some sections of the proposed policy. He stated that if he understands the policy correctly and in talking with Finance Department staff, employees working under this policy could potentially make \$35 per hour during a storm incident. He also reviewed other Arizona county policies. Supervisor Pastor advised that he cannot support this policy as presented. He then offered to meet with Mr. Stratton and others to work on revising the proposed policy.

Vice-Chairman Dawson also commented that the policy needs to be revised. She suggested that the Board not take any action today on this agenda item, and that after the policy has been revised it should be placed on a future Board meeting agenda. Chairman Martin also agreed that additional work needs to be done on this policy. Mr. Stratton thanked the Board members for their comments and he stated that he doesn't have a problem revising the policy as it is important to have a policy that is both fair to the employees and the County. He provided further information as clarification to some comments that were made by the Supervisors. He stated that his employees have never refused to work overtime. The problem is when an employee's shift has ended, it is difficult at times to call an employee back to work, especially if a storm incident occurs during the weekend as that employee may be out of town, has consumed alcohol, etc. He stated that there is a Public Works employee on-call each weekend, and there is a rotating system in place. Supervisor Pastor requested a copy of the on-call list. Mr. Stratton replied that the names of the employees on call are given to the Sheriff's Office dispatcher each week. Supervisor Pastor commented that is good; however, most times it is a constituent that calls the Supervisor during an emergency so it's important for the Supervisor to have the name and contact number of the person who is on call at that time. Mr. Stratton agreed to provide each Board member with the on-call list each Friday. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously tabled Public Works Division Policy No. DPW 12-01 - Storm/Fire/Flood Event Stipend for the Board's further consideration of this proposed policy at its first meeting in February 2013.

ITEM 4 – CONSENT AGENDA ACTION ITEMS:

4A. Approval of the appointment of Judith A. Joseph as Judge Pro Tempore for the Superior Court in Gila County for the period of January 1, 2013, through June 30, 2013.

4B. Approval of the reappointments of the following as Justices of the Peace Pro Tempore for both the Payson and Globe Regional Justice Courts: Charles Adornetto, Rebecca Baeza, Don Calendar, William Flower, John Huffman, Paul Julien, Paul Larkin, and Gary Scales; the reappointment of John Perlman as Justice of the Peace Pro Tempore for the Payson Regional Justice Court; and the reappointments of Patricia Arnold and J. Dee Flake, as Justices of the Peace Pro Tempore for the Globe Regional Justice Court, all for the term of one (1) year (January 1, 2013, through December 31, 2013).

4C. Approval of Amendment No. 1 to Professional Services Contract No. 1005.103/1-2011 between Gila County and Elections Operations Services in an amount not to exceed \$200,000 to extend the Contract for consulting services for one additional two-year period beginning January 1, 2013, through January 1, 2015.

4D. Authorization of the Chairman's signature on Amendment No. 2 to Contract No. 040910-1 between Gila County and Wright Asphalt Products Company LLC to extend the term of the Contract for an additional year, from October 8, 2012, to October 7, 2013; and to provide for the purchase of TRMSS fog seal for County roads.

4E. Approval to reappoint Clark Richins and Kenny Evans to the Gila County Cooperative Extension Advisory Board for an additional term of two years, from January 1, 2013, through December 31, 2014.

4F. Approval of Modification No. 2 to a Cooperative Law Enforcement Agreement between the Gila County Sheriff's Office and the USDA, Forest Service increasing the reimbursable funding amount from \$83,000 to \$87,498 for the period October 1, 2012, through September 30, 2013, and incorporating some other minor changes to the Agreement.

4G. Approval of an Intergovernmental Agreement (Contract No. ADHS13-034536) between Gila County and the Arizona Department of Health Services in the amount of \$16,800 per year for the continued provision of Reproductive Health/Family Planning Services for the period January 1, 2013, through December 31, 2017.

4H. Approval of the November 2012 monthly departmental activity report submitted by the Globe Regional Justice Court.

4I. Approval of the November 13, 2012, and November 20, 2012, BOS Minutes.

4J. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of November 19, 2012, to November 23, 2012; and November 26, 2012, to November 30, 2012.

Copies of the contract reports are on file in the Board of Supervisors' Office.

4K. Approval of finance reports/demands/transfers for the weeks of December 11, 2012, and December 18, 2012.

December 11, 2012

\$2,068,208.37 was disbursed for County expenses by check numbers 250922 through 251085.

December 18, 2012

\$471,872.65 was disbursed for County expenses by check numbers 251086 through 251206. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously approved Consent Agenda action items 4A through 4K.

Item 5 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.

There were no requests to speak from the public.

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

Each Board member and the County Manager presented information on current events.

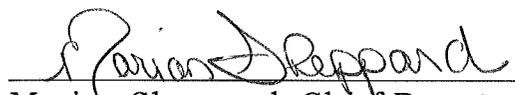
There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 11:40 a.m.

APPROVED:



Tommie C. Martin, Chairman

ATTEST:



Marian Sheppard, Chief Deputy Clerk

EJM Enterprises, LLC dba Roosevelt Lakeview Park
Balance Sheet
As of December 31, 2013

Dec 31, 13

ASSETS

Current Assets

Checking/Savings
1010 · Petty Cash 500.00
1020 · Checking - BW #2553 80,713.49
Total Checking/Savings 81,213.49

Accounts Receivable
1210 · A/R - WW Plant 145,212.13
1250 · N/R - E. Buckmaster 45,000.00
Total Accounts Receivable 190,212.13

Total Current Assets 271,425.62

Fixed Assets

1400 · Property 1,341,947.38
1460 · Truck - 2013 GMC #55926 27,888.46
1490 · Accum. Depreciation -1,009,889.29
Total Fixed Assets 359,946.55

Other Assets

1810 · Deferred Capital Interest 163,872.27
Total Other Assets 163,872.27

TOTAL ASSETS

795,244.44

EJM Enterprises, LLC dba Roosevelt Lakeview Park
Balance Sheet
As of December 31, 2013

	Dec 31, 13
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	16,800.00
2210 · Security Deposits	1,817.93
2310 · RV Tax Payable	18,617.93
Total Other Current Liabilities	18,617.93
Total Current Liabilities	18,617.93
Long Term Liabilities	
2400 · N/P - EJM	3,065.06
2500 · Mortgage Payable - Canyon State	977,129.54
Total Long Term Liabilities	980,194.60
Total Liabilities	998,812.53
Equity	
3100 · Member's Equity	
3110 · M. Beban	-157,442.47
3120 · D. Buckmaster	-47,693.76
3130 · M. Buckmaster	-64,693.75
Total 3100 · Member's Equity	-269,829.98
3200 · Partnership Draws	
3230 · M. Beban	-82,500.00
3240 · D. Buckmaster	-83,954.57
3250 · M. Buckmaster	-85,000.00
Total 3200 · Partnership Draws	-251,454.57
3500 · Accumulated Earnings	8,025.79
Net Income	309,690.67
Total Equity	-203,568.09
TOTAL LIABILITIES & EQUITY	795,244.44

EJM Enterprises, LLC dba Roosevelt Lakeview Park
Income Statement
 January through December 2013

Jan - Dec 13

Ordinary Income/Expense

Income	
4100 · Base Rents	538,788.87
4110 · Water	130,990.00
4120 · Electric	79,807.37
4130 · Late Fees	6,165.00
4140 · Application Fees	480.00
4160 · Dump Fees	10.00
4200 · RV Overnight Rents	13,080.00
4410 · Insurance Reimbursement	97.23
4500 · Sale of Kubota tractor to LRWW	8,000.00
4510 · Sale of #86	9,000.00
Total Income	786,418.47
Expense	
6100 · Manager's Wages	53,628.00
6110 · Payroll Taxes	4,540.27
6130 · Contract Labor	
6135 · D. Buckmaster	38,500.00
6140 · M. Buckmaster	40,250.00
Total 6130 · Contract Labor	78,750.00
6160 · ADP Fees	1,556.50
6200 · Office & Park Supplies	9,135.28
6210 · Computer Expense	2,058.37
6220 · Telephone	10,415.63
6230 · Cable	1,913.83
6250 · Utilities	
6255 · Electric	58,108.49
6260 · Water/Wastewater	81,354.62
6265 · Trash	9,116.14
6270 · Propane Gas	564.90
Total 6250 · Utilities	149,144.15
6280 · Rent	11,205.05
6300 · Repairs & Maintenance	
6305 · Park	15,174.41
6310 · Mobile Homes	2,908.69
6315 · Electric	2,157.01
6320 · Water/Sewer	988.57
6325 · Licensed Vehicles	687.92
6335 · Boat	327.97
Total 6300 · Repairs & Maintenance	22,244.57
6350 · Hand Tools	767.52
6360 · Pest Control	1,170.00
6370 · Moving Expenses	828.80
6400 · Advertising	1,195.16
6500 · Vehicle Expense	13,964.34
6540 · Meals & Entertainment	2,573.47
6550 · Travel & Lodging	1,392.37
6610 · Legal & Accounting Fees	7,771.98
6620 · Professional Dev/Seminars	250.00
6630 · Consulting Expense	24,298.56

	<u>Jan - Dec 13</u>
6700 · Licenses/Fees/Permits	
6710 · Licensed Vehicles	2,783.64
6720 · USDA	37,306.39
6730 · Annual fees	532.77
Total 6700 · Licenses/Fees/Permits	<u>40,622.80</u>
6770 · Credit Report Fees	607.50
6780 · Service charges	913.80
6800 · Insurance Expense	
6805 · Park	6,953.00
6815 · Licensed Vehicles	1,702.00
Total 6800 · Insurance Expense	<u>8,655.00</u>
6840 · Interest Expense - Mortgage	9,803.47
6900 · Property Taxes	796.86
6910 · Personal Property Taxes	3,674.52
6940 · Contributions	1,350.00
7100 · Architectural/Survey Fees	3,500.00
7120 · Appraisal Fees	4,500.00
7130 · Commitment Letter Fee	3,500.00
Total Expense	<u>476,727.80</u>
Net Ordinary Income	<u>309,690.67</u>
Net Income	<u><u>309,690.67</u></u>

ARF-2505

Regular Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Adam
Shepherd,
Sheriff

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

Department: Sheriff's Office

Fiscal Year: FY2014

Budgeted?: No

Contract Dates October 1,

Grant?: Yes

Begin & End: 2014 through
September 30,
2015

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Department of Homeland Security 2014 Grant Program Application-Critical Incident Responder Safety and Health.

Background Information

On February 18, 2014, the Gila County Sheriff's Office electronically submitted the 2014 Grant Program Application in the amount of \$37,375 to the Arizona Department of Homeland Security (AZDOHS) of which the project is entitled "Critical Incident Responder Safety and Health" and, if approved, the grant funds will be used for additional SCUBA diving equipment.

Evaluation

When the Sheriff's Office was given notice of the grant funding opportunity, there was a very short turnaround time to meet the application deadline, which was March 1, 2014, and get it on the Board of Supervisors' meeting agenda.

Conclusion

The Gila County Sheriff's Office is requesting funds from the Department of Homeland Security to purchase equipment SCUBA equipment in the amount of \$37,375.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors ratify the electronic submission of a grant application for SCUBA equipment to the Department of Homeland Security in the amount of \$37,375.

Suggested Motion

Information/Discussion/Action to ratify the Sheriff's Office electronic submission of a Grant Application to the State of Arizona, Department of Homeland Security for SCUBA equipment in the amount of \$37,375 for the period of October 1, 2014, through September 30, 2015. **(John France)**

Attachments

Grant Application

STATE OF ARIZONA
Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

FOR THIS SECTION BE SURE TO CHOOSE A PROGRAM

Grant #:

Applicant:

Project Title:

Grant Program:

PROJECT ADMINISTRATIVE PAGE

1. Applicant

Applicant Address:

Mailing Address:
City/State/Zip:

City: State: Zip-4 Code:
<https://tools.usps.com/go/ZipLookupAction!input.action>

Head of Agency:
Title: First Name: Last Name:

Phone #:

E-Mail Address:

Agency's Point of Contact Information:
Title: First Name: Last Name:

Phone #:

Cell Phone #:

E-Mail Address:

2. Organization Type

3. Region or Entity:

Program Initiatives

4a. Initiatives:

4b. Is this LETPA?:

5. Total Dollar Amount Requested:

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

<http://www.azdohs.gov/Grants/SHSS.asp>

5.1.0; Respond to Incidents; 5.1.1, 5.1.2, 5.1.3, 5.1.4. & 5.2.0; 5.2.1.

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

Ongoing: FY2010 received \$28,000.00, FY2011 None Received, FY2012 received \$49,700.00 FY2013 received \$23,530.00 . FY2010 & FY2013 were partial amount funded. FY2013 was as a result of turn back monies. No funding received from any other source.

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

This project services the regional areas of, Gila County, Navajo, Coconino, Apache, Pima and Maricopa Counties. It also serves the Town of Payson, San Carlos Tribal Reservation, White Mtn. Apache Reservation, Tonto Apache Tribal Reservation. It has also began to aid and assist the US Border Patrol - BORTSAR Dive Unit. None are direct partners in this project.



STATE OF ARIZONA
Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

PLEASE FILL OUT THE APPLICANT AND PROJECT TITLE BLANKS ONLY

Grant #: []

Applicant: GILA COUNTY SHERIFF'S OFFICE

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

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

Check if Completed

Grant Workbook

- Project Administrative Page (Questions 1-8)
- Project Narrative (Questions 9-11)
- Project Justification (Questions 12-14)
- Core Capabilities (Questions 15 & 16)
- Milestones (Question 17)

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

- | | |
|--|---|
| <input checked="" type="checkbox"/> -Equipment Budget Narrative | Please check the following boxes if |
| <input checked="" type="checkbox"/> -Equipment Description & Utilization | |
| <input type="checkbox"/> -Training Budget Narrative & Detail Worksheet | <input checked="" type="checkbox"/> -Your agency is NIMS Compliant |
| <input type="checkbox"/> -Exercise Budget Narrative & Detail Worksheet | <input checked="" type="checkbox"/> -Your agency is registered with and participating in E-Verification Program |
| <input type="checkbox"/> -Planning Budget Narrative & Detail Worksheet | |
| <input type="checkbox"/> -Organization Budget Narrative & Detail Worksheet | For more information on E-Verify |
| <input type="checkbox"/> -M&A Budget Narrative & Detail Worksheet | www.uscis.gov/E-Verify |
| <input type="checkbox"/> -Memorandum of Understanding (if applicable) | |

The following tabs **MUST** be completed

- Standard Data Collection Form
- Financial System Survey
- Budget Summary
- Project Summary
- FFATA Summary

The due date for this application is March 3, 2014 at 5:00PM. No late applications will be accepted. No incomplete applications will be accepted. There will be no opportunity for clarifications once the application has been submitted. To submit an application please click on the link below:

<http://www.azdohs.gov/Application2014.asp>

Central, East and North Regions, Phoenix UASI	West Region and State Agencies	South Region
Susan Dzbanko (602) 542-1777 sdzbanko@azdohs.gov	Lisa Hansen (602) 542-7014 lhansen@azdohs.gov	Bill Seltzer (602) 542-7044 wseltzer@azdohs.gov

Grant Timeline

March 3, 2013 no later than 5:00 PM (Arizona Time) - Application due to AZDOHS.

March 4 - March 18, 2014 AZDOHS reviews grant applications.

March 19- April 11, 2014 Applicable applications will be reviewed by Working Groups as necessary. Regional Advisory Councils will provide recommendations to the Director of AZDOHS.

TBD - AZDOHS Applications due to Federal DHS.

On or before September 2014 - Awards will be made to local jurisdictions and state agencies.

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

STATE OF ARIZONA
Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

FOR THIS SECTION BE SURE TO CHOOSE A PROGRAM

Grant #:

Applicant:

Project Title:

Grant Program:

PROJECT ADMINISTRATIVE PAGE

1. Applicant

Applicant Address:

Mailing Address:

City/State/Zip:

City: State: Zip-4 Code:
<https://tools.usps.com/go/ZipLookupAction!input.action>

Head of Agency:

Title: First Name: Last Name:

Phone #:

E-Mail Address:

Agency's Point of Contact Information:

Title: First Name: Last Name:

Phone #:

Cell Phone #:

E-Mail Address:

2. Organization Type:

3. Region or Entity:

Program Initiatives

4a. Initiatives:

4b. Is this LETPA?:

5. Total Dollar Amount Requested:

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

<http://www.azdohs.gov/Grants/SHSS.asp>

5.1.0; Respond to Incidents; 5.1.1, 5.1.2, 5.1.3, 5.1.4. & 5.2.0; 5.2.1.

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

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

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STATE OF ARIZONA
Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

GILA COUNTY SHERIFF'S OFFICE

Project Title:

CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

PROJECT NARRATIVE

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

Our team responds to water related rescue and recovery incidents in NE AZ. We recover vehicles, bodies, evidence, in contaminated waters, and Swift Water Rescue. We can perform inspections in potable water tanks. This equipment will further our ability to address hazard mitigation, search and rescue, underwater crime scene management, response to critical hazards caused by a catastrophic failure of one or more dams upstream from the Phoenix area which would diminish local response. Our team is multi agency, comprised of personnel from the San Carlos Apache Police, Tonto Basin Fire Dept, US National Park Service, and civilian volunteers. We provide initial and ongoing training to, as well as respond to assist teams from Navajo, Coconino, Apache Counties and US Border Patrol. We are able to respond throughout the state. This equipment will enhance diver safety in contaminated environments, decrease time spent in the water, and improve our rescue capability, and give consistency of equipment.

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

All items are industrial professional grade with routine service and maintenance the equipment should have a service life of ten plus years.

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

Yes; 1) 15 Dive Computers-\$18,375.00 2) 1 Underwater Metal Detector System-\$5,500.00 3) 1 Trolling Motor-\$1,000.00 4) 5 Modular Buoyancy Compesators-\$5,500.00 5) 5 SCUBA Regulator W/Gas Switching Block-\$3,500.00 6) 5 Harness, Diving Safety Weight Integrated-\$1,000.00 7) 1 Rescue Rope Launching Gun-\$2,000.00

STATE OF ARIZONA
Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

GILA COUNTY SHERIFF'S OFFICE

Project Title:

CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

PROJECT JUSTIFICATION

12. Explain how this project supports the State Homeland Security Strategy.

To learn more about the State Homeland Security Strategy, refer to the following website:

<http://www.azdohs.gov/Grants/SHSS.asp>

Roosevelt & San Carlos Lks., are in Gila County. These lakes are recreational and agricultural supplying the Phoenix and Tucson metro areas. The equipment is necessary to continue our efforts to mitigate hazards, provide search, rescue, & recovery of evidence in crime scene management. We have been providing initial, advanced, & ongoing diver training in the Public Safety Diver arena for CBRNE response. Agencies from various Sheriff's Offices have come to us for this training as well as the US Customs Border Patrol dive unit from Tucson. This equipment will further abilities to effectively respond to incidents, & provide more advanced training to agencies we serve and new agencies. We continue to maintain a multi-agency team involving members our First Responder Community ie. Fire Dept.'s, National Park Service, Tribal, & Civillians. MOU's are in place with these agencies for use of their personnel integrated into our team. Through Mutual Aid we support area Tribal nations, & Sheriff's Office's.

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

This equipment will continue our efforts to protect divers in contaminated environments. In FY2013 we recieved partial funding for critical equipment-Modular BCD system, Integrated Weight Safety Harness, Gas switching blocks, this cycle would finish those item needs. New equipment-Diving computers equips divers with like equipment allowing consistant monitoring, planning, & record keeping by downloading critical dive information in the event of contamination exposure or after dive illness. Underwater Metal Detector System will provide a means of searching an area without inserting divers, pinpointing a target to pursue, minimizing exposure in the search of crime scenes. It is boat towable and diver deployable. This unit is land & underwater usefull serving dual purposes. Trolling Motor-minimize wear and tear on main motor, allowing reliable slow methodical search patterns with Metal Detctor. Rescue Rope Gun-in Swiftwater Rescue the ability to reach a victim without risking injury to Rescue Divers.

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

The BCD system, Weight Safety Harness, Gas Switching blocks will complete our unit needs for that type of equipment for a 15 pers on team. Current equipment-Dry Suits, Full Face Masks, U/W Radio, Response Trailer with air compressor fill station, responding regionally and statewide to any and all events. Dive Computers will provide standardization. U/W Metal Detector will provide a more effective means of searching for submerged large & small item evidence recovery by use of the modular system ability to change detector heads to match the item and area search criteria. This unit is towable by boat, diver deployable, land & water search capable. Trolling Motor will significantly extend the main motor lifespan on our dive boat by minimizing its use for idle, slow speed operation, while providing a stable consistant slow speed. Rescue Rope Gun will provide a means of rescue in Swiftwater conditions minimizing risk to Rescue Divers it has an effective range of up to 750 ft.

STATE OF ARIZONA
Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Project Title:

CORE CAPABILITIES

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

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

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

<input type="text" value="Environmental Response/Health and Safety"/>	▼	Enter Amount:	<input type="text" value="\$37,375"/>
<input type="text" value="Choose Core Capabilities"/>	▼	Enter Amount:	<input type="text" value="\$0"/>
<input type="text" value="Choose Core Capabilities"/>	▼	Enter Amount:	<input type="text" value="\$0"/>

This amount should equal the total amount being requested for this project.

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

Environmental Response/Health and Safety, Acquire equipment that ensures adequate trained and equipped personnel and resources to respond to an incident, protecting first responders conducting search and rescue operations to remove affected victims from a hazardous environment, and conduct crime scene operations, locate and recover items of contamination in an underwater environment, and other critical hazards. Through acquisition of this equipment we will continue to provide response training to other agency first responder dive teams, provide technical and physical assistance to other homeland security stakeholders. We currently and will continue to support the participation of regional county agencies, and Tribal Nations. We have incorporated area Tribal officers, US National Park Service, Tonto Basin FD into our team. We continue our association with US Border Patrol Tucson Sector Dive Team to facilitate their training, and incorporate their unit in our missions.

STATE OF ARIZONA
Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Project Title:

MILESTONES

16. Provide specific milestones for the project during the course of the performance period. Each milestone (up to 4) should provide a clear description of the projected outcome. Note: If this grant is awarded, the milestones, as identified below, are required to be fulfilled as part of the grant requirement. The grant performance period is 12 months and the projected funding cycle is October 2014 - September 2015. Extensions will only be considered under extenuating circumstances, and additional supporting documentation will be required. Do not use any special characters such as a hyphen or apostrophe.

Milestone 1

Description:	Start Date	End Date
Recieve Grant. Begin Bid Request Process	10/01/2014	12/31/2014

Milestone 2

Description:	Start Date	End Date
Bids recieved and reviewed. Purchase process started.	01/01/2015	03/31/2015

Milestone 3

Description:	Start Date	End Date
Bids awarded. Purchase Authorization obtained, equipment ordered.	04/01/2015	06/30/2015

Milestone 4

Description:	Start Date	End Date
Equipment received, operational training started for new equipment. Equipment issued to team members as appropriate.	07/01/2015	09/30/2015

STATE OF ARIZONA
Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Project Title:

TRAINING - BUDGET NARRATIVE AND BUDGET DETAIL WORKSHEET

All training must be in accordance with and approved by the State Training POC, prior to any contracted services with training provider. Any grant funds used for Communications Unit Training must be in compliance with the Arizona Communications Unit Training Coordination Procedure.

More information can be found at:

<http://www.arizona.gov/communications-unit-training>

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

<https://www.firstrespondertraining.gov>

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

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

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

Mission Area:

Training Level:

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consummable supplies requested. (Example: Wood for technical rescue \$500 and 100 exercise manuals \$20/each = \$2,000 Total Supplies = \$2,500)

Section 2

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

<https://www.firstrespondertraining.gov>

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

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

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

Mission Area:

Training Level:

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consummable supplies requested. (Example: Wood for technical rescue \$500 and 100 exercise manuals \$20/each = \$2,000 Total Supplies = \$2,500)

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

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

Mission Area:

Training Level:

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries						<input type="text" value="\$0"/>

If requesting supplies, you must provide a list and corresponding dollar amount for all consummable supplies requested. (Example: Wood for technical rescue \$500 and 100 exercise manuals \$20/each = \$2,000 Total Supplies = \$2,500)

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Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries						<input type="text" value="\$0"/>

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

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Mission Area:

Training Level:

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries	<input type="text" value="\$0"/>					

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<https://www.firstrespondertraining.gov>

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

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

Mission Area:

Training Level:

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
<input type="text" value="0"/>	<input type="text" value="\$0"/>					
Total Cost for All Deliveries	<input type="text" value="\$0"/>					

If requesting supplies, you must provide a list and corresponding dollar amount for all consummable supplies requested. (Example: Wood for technical rescue \$500 and 100 exercise manuals \$20/each = \$2,000 Total Supplies = \$2,500)

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

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Mission Area: Training Level:

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consummable supplies requested. (Example: Wood for technical rescue \$500 and 100 exercise manuals \$20/each = \$2,000 Total Supplies = \$2,500)

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

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

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consummable supplies requested. (Example: Wood for technical rescue \$500 and 100 exercise manuals \$20/each = \$2,000 Total Supplies = \$2,500)

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

STATE OF ARIZONA
Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #:

Applicant:

Project Title:

ORGANIZATION - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Each Organization activity must be explained in detail. Personnel dollar amounts must list fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. (Medicare is NOT a reimbursable cost for personnel Backfill/Overtime). All Equipment associated with Organization must be listed on the "Equipment Budget Narrative" page only. *The character limit for this section is 1,000.*
Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:
<http://www.aaz.gov/publications/SAM/SAM-10-022008.pdf>

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

Overtime for Information, Investigative and Intelligence Sharing Activities <input style="width: 100%;" type="text"/> \$0	Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS. <input style="width: 100%;" type="text"/> \$0	New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities <input style="width: 100%;" type="text"/> \$0
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Provide a description of this Organization activity. Each allowable organization expense category must be listed and how it will be utilized.

Overtime for Information, Investigative and Intelligence Sharing Activities <input style="width: 100%;" type="text"/> \$0	Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS. <input style="width: 100%;" type="text"/> \$0	New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities <input style="width: 100%;" type="text"/> \$0
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Provide a description of this Organization activity. Each allowable organization expense category must be listed and how it will be utilized.

Overtime for Information, Investigative and Intelligence Sharing Activities <input style="width: 100%;" type="text"/> \$0	Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS. <input style="width: 100%;" type="text"/> \$0	New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities <input style="width: 100%;" type="text"/> \$0
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TOTAL ORGANIZATION COSTS \$0

TOTAL COSTS \$0

STATE OF ARIZONA
Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #:

Applicant:

Project Title:

MANAGEMENT AND ADMINISTRATION - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

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

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

Management & Administration and Planning Information:

<http://www.azdohs.gov/Documents/Grants/FundingRestrictionsMA.pdf>

Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:

<http://www.aac.az.gov/publications/SAAM/SAAM-2-1-2008.pdf>

costs must be listed: Personnel, Travel, etc. If requesting materials, you must provide a list of all consummable materials requested.

Backfill Overtime	Personnel Contractors Consultants	Collection Plan Development for DHS Data Calls	Travel Lodging Per Diem	Meeting Expenses	Materials	Recurring Equipment Fees	Total
<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>

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

Backfill Overtime	Personnel Contractors Consultants	Collection Plan Development for DHS Data Calls	Travel Lodging Per Diem	Meeting Expenses	Materials	Recurring Equipment Fees	Total
<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>

M & A SUBTOTALS:	<input type="text" value="\$0"/>	Total <input type="text" value="\$0"/>						
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STATE OF ARIZONA
Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: [REDACTED]

Applicant: GILA COUNTY SHERIFF'S OFFICE

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

APPLICATION - SUMMARY

FUNDING CATEGORIES	TOTAL
EQUIPMENT	\$37,375
TRAINING	\$0
EXERCISE	\$0
PLANNING	\$0
ORGANIZATION	\$0
M & A	\$0
APPLICATION TOTAL	\$37,375

Grant Number: Application Number:

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

Project Summary

Local Unit of Government:	GILA COUNTY SHERIFF'S OFFICE
Award Amount:	\$37,375
Project Title:	CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH
Project Description:	Our team responds to water related rescue and recovery incidents in NE AZ. We recover vehicles, bodies, evidence, in contaminated waters, and Swift Water Rescue. We can perform inspections in potable water tanks. This equipment will further our ability to address hazard mitigation, search and rescue, underwater crime scene management, response to critical hazards caused by a catastrophic failure of one or more dams upstream from the Phoenix area which would diminish local response. Our team is multi agency, comprised of personnel from the San Carlos Apache Police, Tonto Basin Fire Dept., US National Park Service, and civilian volunteers. We provide initial and ongoing training to, as well as respond to assist teams from Navajo, Coconino, Apache Counties and US Border Patrol. We are able to respond throughout the state. This equipment will enhance diver safety in contaminated environments, decrease time spent in the water, and improve our rescue capability, and give consistency of equipment.
Project Type:	Enhance capabilities to respond to all-hazards events
Primary Core Capability:	Environmental Response/Health and Safety
HSGP Investment Supported:	Strengthen CBRNE Response and Detection
HSGP Primary Goal:	Goal 5 - Respond to Incidents
HSGP Objective:	Strengthen Arizona's responder personnel capabilities to address Chemical, Biological, Radiological, Nuclear, and Environmental Hazards
Phoenix UASI Investment Supported:	Choose Primary Investment Supported
Phoenix UASI Primary Goal:	Choose a Phoenix UASI Goal
Phoenix UASI Objective:	Choose a Phoenix UASI Objective
Funding Source:	SHSGP - STATE HOMELAND SECURITY GRANT PROGRAM

2014 Budget Summary

Grant Number:

Is this LETPA? No

Application Number:

Allowable Planning Costs	SHSGP	UASI	Choose Primary Discipline
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities	\$0	\$0	Click Discipline
Developing and implementing homeland security support programs and adopting ongoing DHS National Initiatives	\$0	\$0	Click Discipline
Developing related terrorism prevention activities	\$0	\$0	Click Discipline
Developing and enhancing plans and protocols	\$0	\$0	Click Discipline
Developing or conducting assessments	\$0	\$0	Click Discipline
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	\$0	\$0	Click Discipline
Conferences to facilitate planning activities	\$0	\$0	Click Discipline
Materials required to conduct planning activities	\$0	\$0	Click Discipline
Travel/per diem related to planning activities	\$0	\$0	Click Discipline
Overtime and backfill costs (IAW operational Cost Guidance)	\$0	\$0	Click Discipline
Planning Totals	\$0	\$0	\$0
Allowable Organizational Activities	SHSGP	UASI	Choose Primary Discipline
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	\$0	\$0	Click Discipline
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS declared alert (up to 50 percent of the allocation)	\$0	\$0	Click Discipline
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)	\$0	\$0	Click Discipline
Organizational Totals	\$0	\$0	\$0
Allowable Equipment Categories	SHSGP	UASI	Choose Primary Discipline
01- Personal Protective Equipment	\$28,375	\$0	Law Enforcement
02- Explosive Device Mitigation and Remediation Equipment	\$0	\$0	Click Discipline
03- CBRNE Operational Search and Rescue Equipment	\$2,000	\$0	Law Enforcement
04- Information Technology	\$0	\$0	Click Discipline
05- Cyber Security Enhancement Equipment	\$0	\$0	Click Discipline
06- Interoperable Communications Equipment	\$0	\$0	Click Discipline
07- Detection	\$5,500	\$0	Law Enforcement
08- Decontamination	\$0	\$0	Click Discipline
09- Medical	\$0	\$0	Click Discipline
10- Power	\$0	\$0	Click Discipline
11- CBRNE Reference Materials	\$0	\$0	Click Discipline
12- CBRNE Incident Response Vehicles	\$0	\$0	Click Discipline
13- Terrorism Incident Prevention Equipment	\$0	\$0	Click Discipline
14- Physical Security Enhancement Equipment	\$0	\$0	Click Discipline
15- Inspection and Screening Systems	\$0	\$0	Click Discipline
16- Agriculture Terrorism Prevention, Response, and Mitigation Equipment	\$0	\$0	Click Discipline
17- CBRNE Prevention and Response Watercraft	\$1,500	\$0	Law Enforcement
18- CBRNE Aviation Equipment	\$0	\$0	Click Discipline
19- CBRNE Logistical Support Equipment	\$0	\$0	Click Discipline
20- Intervention Equipment	\$0	\$0	Click Discipline
21- Other Authorized Equipment	\$0	\$0	Click Discipline
Equipment Totals	\$37,375	\$0	\$37,375
Allowable Training Costs	SHSGP	UASI	Choose Primary Discipline
Overtime and backfill for emergency preparedness	\$0	\$0	Click Discipline
Training workshops and conferences	\$0	\$0	Click Discipline
Full- or part-time staff or contractors/consultants	\$0	\$0	Click Discipline
Travel	\$0	\$0	Click Discipline
Supplies	\$0	\$0	Click Discipline
Training Totals	\$0	\$0	\$0
Allowable Exercise Related Costs	SHSGP	UASI	Choose Primary Discipline
Design, Develop, Conduct and Evaluate an Exercise	\$0	\$0	Click Discipline
Exercise planning workshop	\$0	\$0	Click Discipline
Full- or part-time staff or contractors/consultants	\$0	\$0	Click Discipline
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises	\$0	\$0	Click Discipline
Implementation of HSEEP	\$0	\$0	Click Discipline
Travel	\$0	\$0	Click Discipline
Supplies	\$0	\$0	Click Discipline
Exercise Totals	\$0	\$0	\$0
Allowable Management & Administrative Costs	SHSGP	UASI	Choose Primary Discipline
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements	\$0	\$0	Click Discipline
Development of operating plans for information collection and processing necessary to respond to FEMA data calls	\$0	\$0	Click Discipline
Overtime and backfill costs	\$0	\$0	Click Discipline
Travel	\$0	\$0	Click Discipline
Meeting related expenses	\$0	\$0	Click Discipline
Authorized office materials	\$0	\$0	Click Discipline
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	\$0	\$0	Click Discipline
Management & Administrative Totals	\$0	\$0	\$0
Grand Totals	\$37,375	\$0	\$37,375

**Arizona Department of Homeland Security
Financial Systems Survey**

Name of Organization: GILA COUNTY SHERIFF'S OFFICE

Person completing survey: _____

Date: _____ Email: _____

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

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

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

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?

Yes No

2. Has your organization received funding from the Arizona Department of Homeland Security within the past two years? If yes, specify the grant contract numbers (for OSGP awards prior to FFY08 simply state "Stonegarden" in the blank provided): SHSGP 444403-03

Yes No

888303-02

3. Has your organization been audited by an independent Certified Public Accountant within the past two years?

Yes No

4. Has your organization completed an A-133 Single Audit within the past two years?

Yes No

5. Has your organization been granted tax-exempt status by the Internal Revenue Service?

Yes No

6. If you answered YES to question #5 under what section of the IRS code?

501 C (3) 501 C (4) 501 C (5) 501 C (6) Other

7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?

Yes No

B. FUNDS MANAGEMENT

8. Which of the following describes your organization's accounting system?

Manual Automated Combination

9. How frequently do you post to the General Ledger?

Daily Weekly Monthly Other

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

Yes No

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

Yes No

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

Yes No

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

Yes No

C. INTERNAL CONTROLS

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

D. PROCUREMENT

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

Grant Number: Application Number:

Arizona Department of Homeland Security

Standard Data Collection Form

A. Agency Information

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

Agency: GILA COUNTY SHERIFF'S OFFICE

Amount Requested: \$37,375

Project Description: Our team responds to water related rescue and recovery incidents in NE AZ. We recover vehicles, bodies, evidence, in contaminated waters, and Swift Water Rescue. We can perform inspections in potable water tanks. This equipment will further our ability to address hazard mitigation, search and rescue, underwater crime scene management, response to critical hazards caused by a catastrophic failure of one or more dams upstream from the Phoenix area which would diminish local response. Our team is multi agency, comprised of personnel from the San Carlos Apache Police, Tonto Basin Fire Dept., US National Park Service, and civilian volunteers. We provide initial and ongoing training to, as well as respond to assist teams from Navajo, Coconino, Apache Counties and US Border Patrol. We are able to respond

Address: PO Box 311

Globe AZ 85501-1465
(City) (State) (Zip code)

County: Gila Authorized Individual:
Name

Johnny Sanchez
(First Name) (Last Name)

Position / Title: Chief Dep.

Email: jgsanchez@gilacountyaz.gov

Phone: 928-425-4449

Ext. Fax:

Employer Identification Number: 866000444

DUNS Number:

142370761

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

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

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

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

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

<http://www.azredistricting.org>

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

<http://www.azredistricting.org>

Approximately how much FEDERAL funding will your organization expend in your current fiscal year? \$321,817

What is your organization's fiscal year-end date?

MM 06 DD 3030

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

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

Agency: Clifton, Larson, Allen LLP

Address: 20 E. Thomas Rd. Suite 2300

(Address Line 1)

Phoenix AZ 85012-311
(Address Line 2) (City) (State) (Zip code)

Phone Number: 602-266-2248

Fax: 602-266-2907

Arizona Department of Homeland Security

Standard Data Collection Form

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

Program Agency - Indicates person with primary contact with the Arizona Department of Homeland Security and is directly responsible for ensuring that the program plan is implemented. All future program correspondence will be sent to this person.

Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.

Collaborator - Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

Agency Contact Type : **Program Agency**

Agency: **GILA COUNTY SHERIFF'S OFFICE**

Address: **PO BOX 311**
(Address Line 1)

1100 SOUTH ST. **GLOBE** **AZ** **85502**
(Address Line 2) (City) (State) (Zip code)

County: **Gila**

Contact Person: **JOHN** **FRANCE**
(First Name) (Last Name)

Position/Title: **SERGEANT**

Email: **jfrance@gilacountyaz.gov**

Phone Number: **928-701-4440** Ext.

Fax: **928-474-0614**

Agency Contact Type : **Fiscal Agency**

Agency: **GILA COUNTY SHERIFF'S OFFICE**

Address: **PO BOX 311**
(Address Line 1)

1100 SOUTH ST. **GLOBE** **AZ** **85502**
(Address Line 2) (City) (State) (Zip code)

County: **Gila**

Contact Person: **Amber** **Warden**
(First Name) (Last Name)

Position/Title: **Executive Administrative Assistant**

Email: **awarden@gilacountyaz.gov**

Phone Number: **928-402-8584** Ext.

Fax: **928-425-5674**

Agency Contact Type : **Select Contact Type**

Agency:

Address:
(Address Line 1)

(Address Line 2) (City) (State) (Zip code)

County: **Select County**

Contact Person:
(First Name) (Last Name)

Position/Title:

Email:

Phone Number: Ext.

Fax:

Grant Number:

Application Number:

Arizona Department of Homeland Security

FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements

Name of Entity Receiving Award:

Requested Amount: Awarded Amount: (AZDOHS use only)

Funding Agency:

CFDA Number:

Project Title:

Location: City: State: Congressional District:
<http://www.azredistricting.org>

10-digit Zip+4 (99999-9999):

DUNS Number:

1) Is 80% or more of your annual gross revenues from Federal Awards?

2) Do you receive \$25 Million or more annually from Federal Awards?

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

Names and Total Compensation of Top Five paid executives:

Rank	Name	Total Compensation
1:	<input type="text"/>	<input type="text"/>
2:	<input type="text"/>	<input type="text"/>
3:	<input type="text"/>	<input type="text"/>
4:	<input type="text"/>	<input type="text"/>
5:	<input type="text"/>	<input type="text"/>

STATE OF ARIZONA
Department of Homeland Security
2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Points of Contact

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

AZDOHS

Assistant Director of Planning and Preparedness

Lisa Hansen
(602) 542-7014
Lhansen@azdohs.gov

Assistant Director of Finance and Administration

Terry Riordan
(602) 542-7056
Triordan@azdohs.gov

Assistant Director of Community Preparedness

Cheryl Bowen Kennedy
(602) 542-7077
Cbowen@azdohs.gov

Equipment Specialist

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

NIMCAST COMPLIANCE (ADEM)

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

REGIONAL STRATEGIC PLANNERS AND FINANCE SPECIALISTS

Central, East, North Regions &

Phoenix UASI

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

West Region &
State Agencies

Lisa Hansen
Asst. Director
Office: (602) 542-7012
Cell: (602) 568-2973
hansen@azdohs.gov

South Region &
OPSG

Bill Seltzer
Strategic Planner
Office: (602) 542-7044
Cell: (602) 568-5806
bseltzer@azdohs.gov

Central Region &

Phoenix UASI

Lois George
Grant & Finance Specialist II
(602) 542-7047
LGeorge@azdohs.gov

State Agencies

Kevin Mancino
Budget Manager
(602) 542-1716
Kmancino@azdohs.gov

East, West & North Regions

Nicole Elmer
Project Specialist
(602) 542-7036
nelmer@azdohs.gov

South Region

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

ADEM (Training & Exercise)

Homeland Security Training

Coordinator

Kathy Hassett
Office: (602) 464-6264
kathienne.hassett@azdema.gov

Director of Exercise

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

Exercise Coordinator

Dan Varner
Office: (602) 464-6444
dan.varner@azdema.gov

Exercise Coordinator

Nichole Fortson
Office: (602) 464-6514
Nichole.fortson@azdema.gov

ARF-2483

Regular Agenda Item 3. G.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Adam
Shepherd,
Sheriff

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

Department: Sheriff's Office

Fiscal Year: FY2015

Budgeted?: No

Contract Dates October 1,
Begin & End: 2014 through
September 30,
2015

Grant?: Yes

Matching No
Requirement?:

Fund?: New

Information

Request/Subject

Governor's Office of Highway Safety FY2015 Speed Enforcement Grant Application

Background Information

The Gila County Sheriff's deputies are working with outdated and non serviceable speed enforcement equipment. In order for the deputies to effectively do speed enforcement this equipment needs to be replaced. Due to the short notice to submit a grant application, the Gila County Sheriff's Office electronically submitted the FY2015 Speed Enforcement Grant Application on February 28, 2014.

Evaluation

If a grant is awarded to the Gila County Sheriff's Office, the acquisition and use of these radars will greatly enhance the ability of the Sheriff's Office Deputies in the field to effectively enforce speed details and speed enforcement during their patrol duties.

Conclusion

The Gila County Sheriff's Office is requesting assistance from the Governor's Office of Highway Safety (GOHS) to purchase (10) Golden Eagle II radars for a total amount of \$21,899.26.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisor's ratify approval of the electronic submission of a grant application for speed enforcement to the Governor's Office of Highway Safety in the amount of \$21,899.26.

Suggested Motion

Information/Discussion/Action to ratify the Sheriff's Office electronic submission of a Grant Application for speed enforcement to the Governor's Office of Highway Safety in the amount of \$21,899.26. **(Keith Thompson)**

Attachments

Grant Application

Golden Eagle II Radar

Cover Page

Project Title 2015 Speed Enforcement Grant

Total Grant Funding Requested \$21,899.26

Total ERE Percentage 0

Agency Name: Gila County Sheriff's Office
Contact Information: 1100 South Street
Globe, AZ 85501
Phone: 9284028572

Governmental Unit: Gila County Sheriff's Office
Address: 1100 South Street, Globe, AZ 85501

Project Director: Keith Thompson
Contact Information: Lieutenant
1100 South Street
Globe, AZ 85501
Phone: (928) 425-4449
Fax: (928) 402-4364
E-mail: kthompson@gilacountyaz.gov

Project Administrator: Keith Thompson
Contact Information: Lieutenant
1100 South Street
Globe, AZ 85501
Phone: (928) 425-4449
Fax: (928) 402-4364
E-mail: kthompson@gilacountyaz.gov

Fiscal/Financial Contact: Keith Thompson
Contact Information: Lieutenant
1100 South Street
Globe, AZ 85501
Phone: (928) 425-4449
Fax: (928) 402-4364
E-mail: kthompson@gilacountyaz.gov

Please upload a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must** be signed by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

Any proposal received without a cover letter will not be considered for funding by GOHS.

http://egrants.azgohs.gov/_Upload/12769-GOHScoverPage.pdf

Cover Page

For GOHS Office use only

Total Proposal

Jurisdiction

Select the Type of Jurisdiction:

County

Select the Type of Agency:

Law Enforcement

Fire Department / District

Non-Profit / Other

Select the County Served:

Gila County

Proposal Summary

Proposal Summary:

Please include a summary of funding requested by program area (Alcohol, Aggressive Driving, Occupant Protection etc...).

The Gila County Sheriff's Office would like to request monies for Police Traffic Services/Speed Control to reduce the amount of speed related vehicle collisions within Gila County.

Background/Problem:

Provide general characteristics of the agency, including information on population, demographics, and a description of streets and highways in the agency's jurisdiction including road mileage.

The Gila County is a mining community with increased population as mining operations increase. With increased population, the Gila County Sheriff's Office has had an increase in call volume and an increase in amount of vehicle traffic. Gila County is a major thoroughfare from larger outlining cities to higher elevation recreation. It also has approximately 17,400 of roadway mileage which includes Forest Service Roads, county maintained paved/unpaved roads and highways.

Gila County has a population of 53,144 as of 2011 census. The Gila County Sheriff's Office has the following patrol areas within the county: Globe, Payson, Roosevelt, Tonto Basin, Young, Wheatfield's, Dripping Springs, Hayden/Winkelman, Claypool and Miami.

Problem Statement:

What problem is your agency looking to solve with this grant? Provide appropriate data to support funding. Gila County is looking to solve issues of outdated equipment to effectively enforce speed details and speed enforcement during regular patrol duties.

If you have additional information, please upload:

Attempts to Solve Problem

Attempts to Solve Problem:

Identify past attempts to solve the problem identified in your proposal.

Speed enforcement is conducted when patrol deputies are able to conduct the enforcement during regular patrol duties. Deputies have conducted speed related enforcement after citizen complaints are taken by this office for speed violators within neighborhoods and outlining areas.

Project Objectives, Methods of Procedure, Performance Measures: Project 1

Title: Project 1

Objectives of the projects in your proposal should follow the SMART method. They should be:

S = Specific

M = Measurable

A = Action-Oriented

R = Realistic

T = Time-Framed

Project Objectives:

The project objectives should be stated in measurable terms directly related to the identified problem, concise and deal with a specific item, realistic, with a reasonable probability of achievement and related to a specific time frame.

Radars are an essential piece of equipment for all peace officer to effectively enforce traffic related offenses. Radars that are outdated may not be repaired or may be at a higher cost to repair as it would to replace with a new one. Gila County Sheriff's Office would like to replace old style radars units with new in car mounted units. In car mounted units also have a less probable cause of being damaged during regular patrol duties and less likely to injure deputies in the event of vehicle related collisions.

Gila County Sheriff's Office would like to begin to increase the enforcement of speed related violations which has a higher probability of finding other violations such as DUI's, Underage DUI's, DUI-Drugs, Underage DUI-Drugs, Seat belt Violations, underage seatbelt violations, driving suspended, driving revoked Effective March 1st, deputies are going to be required to increase their traffic enforcement.

Method of Procedure:

Detail how your agency will solve the problem and meet the objectives you have set.

The Gila County Sheriff's Office is going to set career objectives and goals by requesting deputies to increase proactive measures in traffic related violation while conducting patrol duties.

Performance Measures:

Establish measurable goals for your proposal. Example: "To decrease alcohol related fatalities 10% from the 2012 base year average of 250 to 225 by September 30, 2014." "To increase DUI arrests 10% above the 2008 base year average of 5,000 to 5,500 by September 30, 2014."

Your agency should enumerate the objectives of the project in this section. Example: "To participate in 4 DUI Task Forces by September 30, 2014." "To participate in 8 speed enforcement details by September 30, 2014."

The Gila County Sheriff's Office would like to increase our DUI Enforcement by 20% by October 31, 2014 based off of our 2013 years average from 62 to 74. To include conducting Speed Enforcement Details which produce the majority of the DUI's for Gila County Sheriff's Office. With the equipment requested, Gila County Sheriff's Office would also attempt to increase Speed Enforcement Details by 10% by October 31, 2014. Also to increase speed related violation enforcement while on regular patrol duties by 20% by December 31, 2014.

Traffic Data Summary - Law Enforcement

Please include the following traffic data to support the identified problem in your proposal:

Description	2013	2012	2011
Total Fatal Collisions	3	3	3
Total Injury Collisions	32	48	50
Total Collisions Investigated	204	209	220
Alcohol-Related Fatalities	0	1	0
Alcohol-Related Injuries	11	19	21
Speed-Related Fatalities	2	0	1
Speed-Related Injuries	38	18	20
Pedestrian Fatalities	0	0	0
Pedestrian Injuries	2	0	0
Bicycle Fatalities	0	0	0
Bicycle Injuries	1	1	1
Total DUI Arrests	40	42	28
Total Misdemeanor DUI Arrests	23	21	14
Total Aggravated DUI Arrests	17	21	14
Total Extreme DUI .15 Arrests	17	11	14
Total DUI-Drug Arrests	20	36	39
Total DRE Evaluations	1	0	1
Sober Designated Drivers	1066	1129	1034
Underage Alcohol Violations-Title 4	15	22	34
Underage DUI Arrests	1	0	2
Underage DUI-Drug Arrests	0	0	0
Total Agency Citations	1486	832	1361
Criminal Speed Citations	17		
Aggressive Driving Citations	1		
Civil Speed Citations	420		
Other Citations	1066	817	987
Red Light Running Citations	2	1	8
Seat Belt Citations	0	2	4
Child Safety Seat Citations	7	3	3

These three categories of citations will be broken down by statute starting in mid – 2013 Calendar year

Professional and Outside Services

Description

No cost for Professional and Outside Services.

Description	Amount
-------------	--------

Total \$0

Total Estimated Cost

Budget Item	Amount	
Personnel Services	\$0	
Employee Related Expenses	\$0	0%
Professional and Outside Services	\$0	
Travel In-State	\$0	
Travel Out-of-State	\$0	
Materials and Supplies	\$0	
Capital Outlay	\$21,899	
Total Estimated Cost	\$21,899	

Total Estimated Cost

Budget Item	Amount	
Personnel Services	\$0	
Employee Related Expenses	\$0	0%
Professional and Outside Services	\$0	
Travel In-State	\$0	
Travel Out-of-State	\$0	
Materials and Supplies	\$0	
Capital Outlay	\$21,899	
Total Estimated Cost	\$21,899	



Quotation

KUSTOM SIGNALS, INC.

52 Loiret Blvd, Lenexa, KS 66219-2406
492-1400 Fax 913-492-1703
as@kustomsignals.com www.kustomsignals.com

Date 02/25/2014

To... KEITH THOMPSON
GILA CO SHERIFF'S OFFICE
PO BOX 311
1100 SOUTH ST
GLOBE AZ 85502-0311

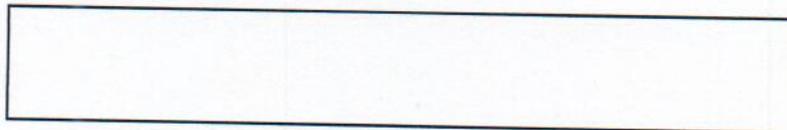
Quote # 2136964324631W72
Terms Net 30
This Quote Expires on 05/26/2014
Phone 928-425-4449
Fax 928-425-5674

Qty	Product Description	UnitPrice	SubTotal
10	GOLDEN EAGLE II SINGLE ANTENNA, KA-BAND DCM W/TRUTRAK INCLUDES STOPWATCH/FASTEST VEHICLE/SAME DIRECTION MODES, MAIN DISPLAY, KA ANTENNA AND POWER CABLE, MOUNTING BRACKETS, TUNING FORKS, REMOTE, AND OPERATOR'S MANUAL	\$1,891.73	\$18,917.30
10	UPGRADE TO DUAL KA CRS 57	\$162.61	\$1,626.10
1	AZ SALES TAX 6.6% per Sara M.	\$1,355.86	\$1,355.86

Total \$21,899.26

Signature

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.
2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.
3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.
4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.
5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.
6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.
7. **WARRANTY.** Seller's warranty is provided separately.
8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.
9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.
10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.
11. **MISCELLANEOUS.** These terms and conditions together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provision will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

ARF-2485

3. H.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Adam Shepherd, Sheriff

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

Department: Sheriff's Office

Fiscal Year: 2014

Budgeted?: No

Contract Dates October 1, 2014 through September 30, Grant?: Yes

Begin & End: 2016

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Department of Homeland Security 2014 Grant Program Application-Communications Upgrade.

Background Information

The Gila County Sheriff's Office Dispatch is working with outdated equipment. They are required to complete many of the functions manually. New upgraded equipment will allow them to enhance their communications ability and provide better service to other agencies and regions. Due to the short notice to submit a grant application, the Gila County Sheriff's Office electronically submitted the Communication Upgrade grant application on March 5, 2014.

Evaluation

If this grant is awarded to the Gila County Sheriff's Office, the acquisition and upgrade of the communications equipment will replace outdated equipment, plus integrate current updated service and programming. This communications upgrade will also increase the level of communications service and also allow the Sheriff's Office to support other agencies with communications during a catastrophic failure.

Conclusion

The Gila County Sheriff's Office is requesting funds from the Department of Homeland Security to purchase equipment to upgrade communications within their dispatch centers in the amount of \$77,738.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors ratify its approval for the Sheriff's Office to electronically submit a grant application for a communications upgrade to the Department of Homeland Security in the amount of \$77,738.

Suggested Motion

Information/Discussion/Action to ratify the Sheriff's Office electronic submission of a Grant Application to the State of Arizona, Department of Homeland Security for a communications upgrade in the amount of \$77,738. **(Keith Thompson)**

Attachments

Grant Application

Equipment Proposal

Confirmation Code is AZDOHS-11426E2029



STATE OF ARIZONA
Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

PLEASE FILL OUT THE APPLICANT AND PROJECT TITLE BLANKS ONLY

Grant #:

Applicant:

Project Title:

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

Check if Completed

Grant Workbook

- Project Administrative Page (Questions 1-8)
- Project Narrative (Questions 9-11)
- Project Justification (Questions 12-14)
- Core Capabilities (Questions 15 & 16)
- Milestones (Question 17)

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

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

Please check the following boxes if

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

For more information on E-Verify

www.uscis.gov/E-Verify

The following tabs **MUST** be completed

- Standard Data Collection Form
- Financial System Survey
- Budget Summary
- Project Summary
- FFATA Summary

The due date for this application is March 3, 2014 at 5:00PM. No late applications will be accepted. No incomplete applications will be accepted. There will be no opportunity for clarifications once the application has been submitted. To submit an application please click on the link below:

<http://www.azdohs.gov/Application2014.asp>

Central, East and North Regions, Phoenix UASI	West Region and State Agencies	South Region
Susan Dzubanko (602) 542-1777 sdzubanko@azdohs.gov	Lisa Hansen (602) 542-7014 lhansen@azdohs.gov	Bill Seltzer (602) 542-7044 wseltzer@azdohs.gov

Grant Timeline

March 3, 2013 no later than 5:00 PM (Arizona Time) - Application due to AZDOHS.

March 4 - March 18, 2014 AZDOHS reviews grant applications.

March 19- April 11, 2014 Applicable applications will be reviewed by Working Groups as necessary. Regional Advisory Councils will provide recommendations to the Director of AZDOHS.

TBD - AZDOHS Applications due to Federal DHS.

On or before September 2014 - Awards will be made to local jurisdictions and state agencies.

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

STATE OF ARIZONA
Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

FOR THIS SECTION BE SURE TO CHOOSE A PROGRAM

Grant #: []

Applicant: Gila County Sheriff's Office

Project Title: COMMUNICATIONS UPGRADE

Grant Program: []

PROJECT ADMINISTRATIVE PAGE

1. Applicant: Gila County Sheriff's Office

Applicant Address:
Mailing Address: P.O.Box 311
City/State/Zip: Globe AZ 85501-1465
City: [] State: [] Zip-4 Code: []
<https://tools.usps.com/go/ZipLookupAction!input.action>

Head of Agency: Chief De Johnny Sanchez
Title: [] First Name: [] Last Name: []
Phone #: 928-425-4449
E-Mail Address: jgsanchez@gilacountyaz.gov

Agency's Point of Contact Information: Lieutena Keith Thompson
Title: [] First Name: [] Last Name: []
Phone #: 928-402-4213
Cell Phone #: 928-701-2541
E-Mail Address: kthompson@gilacountyaz.gov

2. Organization Type: County []
3. Region or Entity: East Region []

Program Initiatives

4a. Initiatives: Strengthen Interoperable Communications Capabilities []
4b. Is this LETPA?: No []

5. Total Dollar Amount Requested: \$77,738

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

1.1.0 Bolster Arizona's Communication Capabilities; 1.1.3

7. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc.
This is a new project to improve communications systems. There is no other funding source for this project.

8. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.
No other jurisdiction is serving in this project.

STATE OF ARIZONA
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2014 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: [REDACTED]

Applicant: Gila County Sheriff's Office

Project Title: COMMUNICATIONS UPGRADE

PROJECT NARRATIVE

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

The Gila County Sheriff's Office dispatches between three agencies along with dispatching between its own different bureaus within the organization. Dispatch is capable to perform dispatch duties for other surrounding agencies within Gila County in the event of a catastrophic failure in communications. In the event of a catastrophic failure within communications, it would take dispatch services much needed time to access the proper channeling for communications and having to monitor while switching back and forth between channels. This much needed, updated equipment would provide the proper channeling at the touch of the screen. This will provide dispatch not only to monitor the different frequencies but to stay in communications with the different field services out amongst the areas effected by the catastrophic incident.

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

These items of upgrade will replace much needed outdated equipment, plus integrate with current updated service and programming. This equipment will also make much needed changes to provide services to agencies it currently supports, along with agencies it may need communications with during a catastrophic failure.

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

Yes, quote is for outfitting communications with 6 (six) dispatching stations. Communications services consists of 3 (three) stations in Globe and 3 (three) stations in Payson. Partial funding could be excepted for one area dispatching center to include; 3 (three) Desktop with Windows 7 (CPU) with specified C-Soft installed and Mouse & Keyboard at \$6,639.00, 3 (three) C-Soft 24-line Softwares, USB's at \$15,473.70, 3 (three) 19" LCD monitors at \$1,474.20, 3 (three) ADHB-4 Headsets at \$6,477.30, 3 (three) RHB-1, Remote Headset boxes at \$812.70, 3 (three) Desk Top Gooseneck Microphone Kits at \$1,233.90, 3 (three) DPDT FS-1, Foot Switches at \$396.90, 3 (three) Dispatch Speakers at \$174.15, 3 (three) Dispatcher Headsets at \$2,592.00. These items will outfit one dispatching center.

STATE OF ARIZONA
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2014 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Gila County Sheriff's Office

Project Title:

COMMUNICATIONS UPGRADE

PROJECT JUSTIFICATION

12. Explain how this project supports the State Homeland Security Strategy.

To learn more about the State Homeland Security Strategy, refer to the following website:

<http://www.azdohs.gov/Grants/SHSS.asp>

The Gila County Sheriff's Office project is to increase efforts to support communications within Gila County with local law enforcement agencies, fire support, medical support for public health, all for the health and welfare of the citizens. The Gila County Sheriff's Office Communications can also serve as support to surrounding counties for Communications and Public Safety in the event of a catastrophic communications failure or incident.

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

This project supports the states initiatives to Strengthen Inoperable Communications by ebeling communication between local regions and surrounding regions. To implement NIMS and NRP by offering abilities to communicate and offer support to all agencies in the event of catastrophic incident. Strengthen planning and offer capabilities to Expand Regional Collaboration to offer a Citizen Preparedness an support.

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

The goal is to replace much need communications equipment by updating outdated software and replace equipment currently in place to better, eaiser, faster equiment. Communications is currently having to use multifuntions by manually switching for communication needs. This upgrade in equipment and software will impact communications and improve them to the capabilities and offer assistance in communications throughout the region and surrounding counties during a catastrophic incident where support in communitcatons is vital for the protection and welfar of impacted communities.

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2014 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

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Gila County Sheriff's Office

Project Title:

COMMUNICATIONS UPGRADE

CORE CAPABILITIES

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

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

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

Operational Communications

Enter Amount:

\$77,748

Choose Core Capabilities

Enter Amount:

\$0

Choose Core Capabilities

Enter Amount:

\$0

This amount should equal the total amount being requested for this project.

\$77,748

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

Gap Number: Operation Communications, Equipment, 1- Aquire, maintain and sustain equipment for much needed communications within our own Organizational Infrastructure and to support surrounding organizations during a catastrophic communications failure. Support NIMS and NRP for communications to other surrounding counties during a communications failure in their region.

STATE OF ARIZONA
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2014 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Project Title:

MILESTONES

16. Provide specific milestones for the project during the course of the performance period. Each milestone (up to 4) should provide a clear description of the projected outcome. Note: If this grant is awarded, the milestones, as identified below, are required to be fulfilled as part of the grant requirement. The grant performance period is 12 months and the projected funding cycle is October 2014 - September 2015. Extensions will only be considered under extenuating circumstances, and additional supporting documentation will be required. Do not use any special characters such as a hyphen or apostrophe.

Milestone 1	Start Date	End Date
Description: Purchase and receive Desktops with Windows 7, specified C-Software installed, mouse, Keyboard, 19" LCD Monitors, ADHB-4 Advanced Headsets, RHB-1 Remote Headset Boxes, Desk Top Gooseneck Microphone Kits, DPDT FS-1 Foot Switch, Dispatch Speakers, Dispatcher Headsets.	10/01/2014	12/31/2014

Milestone 2	Start Date	End Date
Description: Install Desk Tops PC's with Windows 7, specified C-Software installed, Mouse, Keyboard, 19" LCD Monitors, ADHB-4 Advanced Headsets, RHB-1 Remote Headsets, Desk Top Gooseneck Microphone Kits, DPDT FS-1 Foot Switch, Dispatch speakers, Dispatcher Headsets.	01/01/2015	03/31/2015

Milestone 3	Start Date	End Date
Description: Place into service/use Desk top PC's with Windows 7, specified C-Software installed, Mouse, Keyboard, 19" LCD Monitors, ADHB-4 Advance Headsets, RHB-1 Remote Headsets, Desk Top Gooseneck Microphone Kits, DPDT FS-1 Foot Switch, Dispatch Speakers, Dispatcher Headsets.	04/01/2015	08/30/2015

Milestone 4	Start Date	End Date
Description: Maintain and trouble shoot any equipment and programming problems in Desk Top PC's with Windows 7, specified C-Software installed, Mouse, Keyboard, 19 LCD Monitors, ADHB-4 Advanced Headsets, RHB-1 Remote Headsets, Desk Top Gooseneck Microphone Kits, DPDT FS-1 Foot Switch, Dispatch Speakers, Dispatcher Headsets.	07/01/2015	09/30/2015

If requesting supplies, you must provide a list and corresponding dollar amount for all consummable supplies requested. (Example:
Wood for technical rescue \$500 and 100 exercise manuals \$20/each = \$2,000 Total Supplies = \$2,500

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

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

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

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

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consummable supplies requested. (Example: Wood for technical rescue \$500 and 100 exercise manuals \$20/each = \$2,000 Total Supplies = \$2,500)

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0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cost for All Deliveries	\$0	\$0	\$0	\$0	\$0	\$0

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consummable supplies requested. (Example: Wood for technical rescue \$500 and 100 exercise manuals \$20/each = \$2,000 Total Supplies = \$2,500)

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consummable supplies requested. (Example: Wood for technical rescue \$500 and 100 exercise manuals \$20/each = \$2,000 Total Supplies = \$2,500)

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consummable supplies requested. (Example: Wood for technical rescue \$500 and 100 exercise manuals \$20/each = \$2,000 Total Supplies = \$2,500)

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consummable supplies requested. (Example: Wood for technical rescue \$500 and 100 exercise manuals \$20/each = \$2,000 Total Supplies = \$2,500)

TOTAL TRAINING COSTS	\$0	\$0	\$0	\$0	\$0	\$0					
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STATE OF ARIZONA
Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #: Applicant:

Project Title:

ORGANIZATION - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Each Organization activity must be explained in detail. Personnel dollar amounts must list fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. (Medicare is NOT a reimbursable cost for personnel Backfill/Overtime). All Equipment associated with Organization must be listed on the "Equipment Budget Narrative" page only. *The character limit for this section is 1,000.*
 Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:
<http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf>

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

Overtime for Information, Investigative and Intelligence Sharing Activities <input type="text" value="\$0"/>	Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS. <input type="text" value="\$0"/>	New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities <input type="text" value="\$0"/>
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Provide a description of this Organization activity. Each allowable organization expense category must be listed and how it will be utilized.

Overtime for Information, Investigative and Intelligence Sharing Activities <input type="text" value="\$0"/>	Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS. <input type="text" value="\$0"/>	New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities <input type="text" value="\$0"/>
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Provide a description of this Organization activity. Each allowable organization expense category must be listed and how it will be utilized.

Overtime for Information, Investigative and Intelligence Sharing Activities <input type="text" value="\$0"/>	Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS. <input type="text" value="\$0"/>	New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities <input type="text" value="\$0"/>
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TOTAL ORGANIZATION COSTS

TOTAL COSTS

STATE OF ARIZONA
Department of Homeland Security
2014 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Project Title:

APPLICATION - SUMMARY

FUNDING CATEGORIES	TOTAL
EQUIPMENT	\$77,738
TRAINING	\$0
EXERCISE	\$0
PLANNING	\$0
ORGANIZATION	\$0
M & A	\$0
APPLICATION TOTAL	\$77,738

Grant Number:

Application Number:

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

Project Summary

Local Unit of Government:	Gila County Sheriff's Office
Award Amount:	\$77,738
Project Title:	COMMUNICATIONS UPGRADE
Project Description:	The Gila County Sheriffs Office dispatches between three agencies along with dispatching between its own different bureaus within the organization. Dispatch is capable to perform dispatch duties for other surrounding agencies within Gila County in the event of a catastrophic failure in communications. In the event of a catastrophic failure within communications, it would take dispatch services much needed time to access the proper channeling for communications and having to monitor while switching back and forth between channels. This much needed, updated equipment would provide the proper channeling at the touch of the screen. This will provided dispatch not only to monitor the different frequencies but to stay in communications with the different field services out amongst the areas effected by the catastrophic incident.
Project Type:	Develop/enhance interoperable communication systems
Primary Core Capability:	Operational Communications
HSGP Investment Supported:	Strengthen Communications Collaboration
HSGP Primary Goal:	Goal 4 - Protect Arizona's Critical Infrastructure and Key Resources
HSGP Objective:	Choose an HSGP Objective
Phoenix UASI Investment Supported:	Choose Primary investment Supported
Phoenix UASI Primary Goal:	Choose a Phoenix UASI Goal
Phoenix UASI Objective:	Choose a Phoenix UASI Objective
Funding Source:	SHSGP - STATE HOMELAND SECURITY GRANT PROGRAM

2014 Budget Summary

Grant Number:

Is this LETFA? No

Application Number:

Allowable Planning Costs	SHSGP	UASI	Choose Primary Discipline
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities	\$0	\$0	Click Discipline
Developing and implementing homeland security support programs and adopting ongoing DHS National Initiatives	\$0	\$0	Click Discipline
Developing related terrorism prevention activities	\$0	\$0	Click Discipline
Developing and enhancing plans and protocols	\$0	\$0	Click Discipline
Developing or conducting assessments	\$0	\$0	Click Discipline
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	\$0	\$0	Click Discipline
Conferences to facilitate planning activities	\$0	\$0	Click Discipline
Materials required to conduct planning activities	\$0	\$0	Click Discipline
Travel/per diem related to planning activities	\$0	\$0	Click Discipline
Overtime and backfill costs (IAW operational Cost Guidance)	\$0	\$0	Click Discipline
Planning Totals	\$0	\$0	
Allowable Organizational Activities	SHSGP	UASI	Choose Primary Discipline
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	\$0	\$0	Click Discipline
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS declared alert (up to 50 percent of the allocation)	\$0	\$0	Click Discipline
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)	\$0	\$0	Click Discipline
Organizational Totals	\$0	\$0	
Allowable Equipment Categories	SHSGP	UASI	Choose Primary Discipline
01- Personal Protective Equipment	\$0	\$0	Click Discipline
02- Explosive Device Mitigation and Remediation Equipment	\$0	\$0	Click Discipline
03- CBRNE Operational Search and Rescue Equipment	\$0	\$0	Click Discipline
04- Information Technology	\$0	\$0	Click Discipline
05- Cyber Security Enhancement Equipment	\$0	\$0	Click Discipline
06- Interoperable Communications Equipment	\$77,748	\$0	Public Safety Communications
07- Detection	\$0	\$0	Click Discipline
08- Decontamination	\$0	\$0	Click Discipline
09- Medical	\$0	\$0	Click Discipline
10- Power	\$0	\$0	Click Discipline
11- CBRNE Reference Materials	\$0	\$0	Click Discipline
12- CBRNE Incident Response Vehicles	\$0	\$0	Click Discipline
13- Terrorism Incident Prevention Equipment	\$0	\$0	Click Discipline
14- Physical Security Enhancement Equipment	\$0	\$0	Click Discipline
15- Inspection and Screening Systems	\$0	\$0	Click Discipline
16- Agriculture Terrorism Prevention, Response, and Mitigation Equipment	\$0	\$0	Click Discipline
17- CBRNE Prevention and Response Watercraft	\$0	\$0	Click Discipline
18- CBRNE Aviation Equipment	\$0	\$0	Click Discipline
19- CBRNE Logistical Support Equipment	\$0	\$0	Click Discipline
20- Intervention Equipment	\$0	\$0	Click Discipline
21- Other Authorized Equipment	\$0	\$0	Click Discipline
Equipment Totals	\$77,748	\$0	
Allowable Training Costs	SHSGP	UASI	Choose Primary Discipline
Overtime and backfill for emergency preparedness	\$0	\$0	Click Discipline
Training workshops and conferences	\$0	\$0	Click Discipline
Full- or part-time staff or contractors/consultants	\$0	\$0	Click Discipline
Travel	\$0	\$0	Click Discipline
Supplies	\$0	\$0	Click Discipline
Training Totals	\$0	\$0	
Allowable Exercise Related Costs	SHSGP	UASI	Choose Primary Discipline
Design, Develop, Conduct and Evaluate an Exercise	\$0	\$0	Click Discipline
Exercise planning workshop	\$0	\$0	Click Discipline
Full- or part-time staff or contractors/consultants	\$0	\$0	Click Discipline
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises	\$0	\$0	Click Discipline
Implementation of HSEEP	\$0	\$0	Click Discipline
Travel	\$0	\$0	Click Discipline
Supplies	\$0	\$0	Click Discipline
Exercise Totals	\$0	\$0	
Allowable Management & Administrative Costs	SHSGP	UASI	Choose Primary Discipline
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements	\$0	\$0	Click Discipline
Development of operating plans for information collection and processing necessary to respond to FEMA data calls	\$0	\$0	Click Discipline
Overtime and backfill costs	\$0	\$0	Click Discipline
Travel	\$0	\$0	Click Discipline
Meeting related expenses	\$0	\$0	Click Discipline
Authorized office materials	\$0	\$0	Click Discipline
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	\$0	\$0	Click Discipline
Management & Administrative Totals	\$0	\$0	
Grand Totals	\$77,748	\$0	\$77,748

**Arizona Department of Homeland Security
Financial Systems Survey**

Name of Organization: Gila County Sheriff's Office

Person completing survey: Keith Thompson

Date: 3/2/2014

Email: kthompson@gilacountyaz.gov

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

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

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

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?

Yes No

2. Has your organization received funding from the Arizona Department of Homeland Security within the past two years? If yes, specify the grant contract numbers (for OSGP awards prior to FFY08 simply state "Stonegarden" in the blank provided): SHSGP 444403-03

Yes No

3. Has your organization been audited by an independent Certified Public Accountant within the past two years?

Yes No

4. Has your organization completed an A-133 Single Audit within the past two years?

Yes No

5. Has your organization been granted tax-exempt status by the Internal Revenue Service?

Yes No

6. If you answered YES to question #5 under what section of the IRS code?

501 C (3) 501 C (4) 501 C (5) 501 C (6) Other

7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?

Yes No

B. FUNDS MANAGEMENT

8. Which of the following describes your organization's accounting system?

Manual Automated Combination

9. How frequently do you post to the General Ledger?

Daily Weekly Monthly Other

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

No

Yes No

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

Yes No

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

Yes No

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

Yes No

C. INTERNAL CONTROLS

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

D. PROCUREMENT

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

Grant Number:
Application Number:

Arizona Department of Homeland Security Standard Data Collection Form

A. Agency Information

Project Title (if applicable):
Agency:
Amount Requested:
Project Description:

The Gila County Sheriff's Office dispatches between three agencies along with dispatching between its own different bureaus within the organization. Dispatch is capable to perform dispatch duties for other surrounding agencies within Gila County in the event of a catastrophic failure in communications. In the event of a catastrophic failure within communications, it would take dispatch services much needed time to access the proper channeling for communications and having to monitor while switching back and forth between channels. This much needed, updated equipment would provide the proper channeling at the touch of the screen. This will provided dispatch not only to monitor the different frequencies but to stay in communications with the different field services out amongst the areas

Address:

(City) (State) (Zip code)
County:
Authorized Individual:
Name:
(First Name) (Last Name)
Position / Title:
Email:
Phone: Ext.
Fax:
Employer Identification Number: DUNS Number:
Agency Classification (This is based on your selection on the Project Administrative Page):
Have you previously conducted business with the State using this Employer Identification Number?
If No, Please go to the following website to download and complete the State of Arizona Substitute W-9 form. Please be sure to submit this form with your application.
http://gao.az.gov/onlineforms/forms/AZ_subw-9_010713-S&S.pdf
In which Congressional (Federal) District is your agency headquartered? Enter District #:
<http://www.azredistricting.org>
In which Legislative (State) District is your agency headquartered? Enter District #:
<http://www.azredistricting.org>
Approximately how much FEDERAL funding will your organization expend in your current fiscal year?
What is your organization's fiscal year-end date? MM DD
Does your organization undergo an annual independent audit in accordance with OMB Circular A-133?
Please provide contact information of the audit firm conducting your audit:
Agency:
Address:
(Address Line 1)

(Address Line 2) (City) (State) (Zip code)
Phone Number:

Arizona Department of Homeland Security

Standard Data Collection Form

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

Program Agency - Indicates person with primary contact with the Arizona Department of Homeland Security and is directly responsible for ensuring the program plan is implemented. All future program correspondence will be sent to this person.

Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.

Collaborator - Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

Agency Contact Type : **Program Agency** ▾

Agency: **Gila County Sheriff's Office**

Address: **P.O.Box 311**
(Address Line 1)

1100 South St. **Globe** **AZ** **85501**
(Address Line 2) (City) (State) (Zip code)

County: **Select County** ▾

Contact Person: _____
(First Name) (Last Name)

Position/Title: _____

Email: _____

Phone Number: _____ Ext. _____

Fax: _____

Agency Contact Type : **Select Contact Type** ▾

Agency: _____

Address: _____
(Address Line 1)

_____ (Address Line 2) _____ (City) _____ (State) _____ (Zip code)

County: **Select County** ▾

Contact Person: _____
(First Name) (Last Name)

Position/Title: _____

Email: _____

Phone Number: _____ Ext. _____

Fax: _____

Agency Contact Type : **Select Contact Type** ▾

Agency: _____

Address: _____
(Address Line 1)

_____ (Address Line 2) _____ (City) _____ (State) _____ (Zip code)

County: **Select County** ▾

Contact Person: _____
(First Name) (Last Name)

Position/Title: _____

Email: _____

Phone Number: _____ Ext. _____

Fax: _____

Grant Number:

Application Number:

Arizona Department of Homeland Security

FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements

Name of Entity Receiving Award:

Requested Amount: Awarded Amount: (AZDOHS use only)

Funding Agency:

CFDA Number:

Project Title:

Location: City: State: Congressional District:
<http://www.azredistricting.org>

10-digit Zip+4 (99999-9999):

DUNS Number:

1) Is 80% or more of your annual gross revenues from Federal Awards?

2) Do you receive \$25 Million or more annually from Federal Awards?

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

Names and Total Compensation of Top Five paid executives:

1:	Name	<input type="text"/>	Total Compensation	<input type="text"/>
2:	Name	<input type="text"/>	Total Compensation	<input type="text"/>
3:	Name	<input type="text"/>	Total Compensation	<input type="text"/>
4:	Name	<input type="text"/>	Total Compensation	<input type="text"/>
5:	Name	<input type="text"/>	Total Compensation	<input type="text"/>

STATE OF ARIZONA
Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Points of Contact

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

AZDOHS

Assistant Director of Planning and Preparedness

Lisa Hansen
(602) 542-7014
Lhansen@azdohs.gov

Assistant Director of Finance and Administration

Terry Riordan
(602) 542-7056
Triordan@azdohs.gov

Assistant Director of Community Preparedness

Cheryl Bowen Kennedy
(602) 542-7077
Cbowen@azdohs.gov

Equipment Specialist

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

NIMCAST COMPLIANCE (ADEM)

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

REGIONAL STRATEGIC PLANNERS AND FINANCE SPECIALISTS

Central, East, North Regions &

Phoenix UASJ

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

West Region &
State Agencies

Lisa Hansen
Asst. Director
Office: (602) 542-7012
Cell: (602) 568-2973
lhansen@azdohs.gov

South Region &
OPSG

Bill Seltzer
Strategic Planner
Office: (602) 542-7044
Cell: (602) 568-5806
wseltzer@azdohs.gov

Central Region &

Phoenix UASJ

Lois George
Grant & Finance Specialist II
(602) 542-7047
Lgeorge@azdohs.gov

State Agencies

Kevin Mancino
Budget Manager
(602) 542-1716
Kmancino@azdohs.gov

East, West & North Regions

Nicole Elmer
Project Specialist
(602) 542-7036
nelmer@azdohs.gov

South Region

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

ADEM (Training & Exercise)

Homeland Security Training
Coordinator

Kathy Hassett
Office: (602) 464-6264
katherine.hassett@azdema.gov

Director of Exercise

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

Exercise Coordinator

Dan Varner
Office: (602) 464-6444
dan.varner@azdema.gov

Exercise Coordinator

Nichole Fortson
Office: (602) 464-6514
Nichole.fortson@azdema.gov



EQUIPMENT PROPOSAL

CUSTOMER: Gila County Sheriff's Office

DATE: 2/24/2014

CONTACT: Lt. Tim Scott

PHONE: 928-468-2824

EMAIL:

ITEM	QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
PAYSON DISPATCH					
	3	F.01U.124.474	Desktop with Windows 7 (CPU), specified C-Soft installed, and Mouse & Keyboard. (DOES NOT INCLUDE SPEAKERS)	\$ 2,213.00	\$ 6,639.00
	3	F.01U.117.303	C-Soft 24-line SOFTWARE, USB	\$ 5,157.90	\$ 15,473.70
	3	F.01U.117.881	19" LCD monitor	\$ 491.40	\$ 1,474.20
	3	F.01U.149.779	ADHB-4, ADVANCED HEADSET	\$ 2,159.10	\$ 6,477.30
	3	F.01U.149.785	RHB-1, REMOTE HEADSET BOX	\$ 270.90	\$ 812.70
	3	F.01U.138.537	Desk Top Gooseneck Microphone kit	\$ 411.30	\$ 1,233.90
	3	F.01U.117.308	Footswitch DPDT FS-1	\$ 132.30	\$ 396.90
	3	F.01U.155.248	Dispatch Speakers	\$ 58.05	\$ 174.15
	5	F.01U.117.424	Dispatcher Headset	\$ 518.40	\$ 2,592.00
GLOBE DISPATCH					
	3	F.01U.124.474	Desktop with Windows 7 (CPU), specified C-Soft installed, and Mouse & Keyboard. (DOES NOT INCLUDE SPEAKERS)	\$ 2,213.00	\$ 6,639.00
	3	F.01U.117.303	C-Soft 24-line SOFTWARE, USB	\$ 5,157.90	\$ 15,473.70
	3	F.01U.117.881	19" LCD monitor	\$ 491.40	\$ 1,474.20
	3	F.01U.149.779	ADHB-4, ADVANCED HEADSET	\$ 2,159.10	\$ 6,477.30
	3	F.01U.149.785	RHB-1, REMOTE HEADSET BOX	\$ 270.90	\$ 812.70
	3	F.01U.138.537	Desk Top Gooseneck Microphone kit	\$ 411.30	\$ 1,233.90
	3	F.01U.117.308	Footswitch DPDT FS-1	\$ 132.30	\$ 396.90
	3	F.01U.155.248	Dispatch Speakers	\$ 58.05	\$ 174.15
	5	F.01U.117.424	Dispatcher Headset	\$ 518.40	\$ 2,592.00
				\$	-
				\$	-
				\$	-
				\$	-
INSTALLATION LABOR					
	1	FLDLFLD	Stage Globe Equipment	\$ 1,200.00	
	1	FLDLFLD	Stage Payson Equipment	\$ 1,200.00	
	1	FLDLFLD	Install Globe Consoles	\$ 2,400.00	
	1	FLDLFLD	Install Payson Consoles	\$ 2,400.00	

REMARKS:

*Assumes utilizing existing IP223's and just replacing the C6200.
 Assumes adequate space is available at each dispatcher position for CPU, ADHB4, Speakers and Mic.
 Assumes all channels are currently operational on C6200...no RF system repairs are included.*

SUBTOTAL	\$	70,547.70
TAX		
INSTALLATION	\$	7,200.00
DELIVERY	\$	-
TOTAL	\$	77,747.70
DOWN PAYMENT	\$	-
BALANCE	\$	77,747.70

WARRANTY:

MAINTENANCE CONTRACT:

DELIVERY:

SALEMAN: Doug Buxbaum	PHONE:	ACCEPTED BY:
ENGINEER: Chuck Potter	FAX:	DATE:

ARF-2503

Regular Agenda Item 3. I.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Adam
Shepherd,
Sheriff

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

Department: Sheriff's Office

Fiscal Year: FY2015

Budgeted?: No

Contract Dates January 1,
Begin & End: 2014 through
December 31,
2014

Grant?: Yes

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

FY 2015 Letter of Agreement Number 2014-04 with the Gila County Sheriff's Office and the U.S. Department of Justice Drug Enforcement Administration.

Background Information

The U.S. Department of Justice Drug Enforcement Administration (DEA), pursuant to the authority of 21 U.S.C. 873, proposes to provide certain necessary funds and the Gila County Sheriff's Office is desirous of securing funds.

The DEA will pay to the Gila County Sheriff's Office federal funds in the amount of Thirty Five Thousand Dollars (\$35,000) for the period of January 1, 2014, through December 31, 2014, to defray costs relating to the eradication and suppression of cannabis. The Gila County Sheriff's Office agrees to use funds provided primarily for payment of deputies'/officers' overtime no ERE while those deputies and officers are directly engaged in the cannabis eradication process, and for per diem and other direct costs related to the actual conduct of cannabis eradication. These federal funds are not intended primarily for the purchase of equipment or supplies. All purchases of the equipment and supplies must have prior written approval from HQ/OMS by October 15th.

The DEA agrees to reimburse the Gila County Sheriff's Office for officers' overtime accrued while participating in marijuana eradication efforts. The annual maximum overtime reimbursement rate is based on the current year General Pay Scale/rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses."

Evaluation

FY2015 the U.S. Department of Justice Drug Enforcement Administration has committed to \$35,000 for overtime.

Conclusion

The Gila County Sheriff's Office will utilize the funds in the amount of \$35,000 to provide primarily for payment of deputies'/officers' overtime no ERE while those deputies and officers are directly engaged in the cannabis eradication process, and for per diem and other direct cost related to the actual conduct of cannabis eradication.

Recommendation

It is the recommendation of Sheriff J. Adam Shepherd that the Board of Supervisors approve this Letter of Agreement Number 2014-04 with the U.S. Department of Justice Drug Enforcement Administration in the amount of \$35,000.

Suggested Motion

Information/Discussion/Action to approve a Letter of Agreement (Number 2014-04) between the U.S. Department of Justice Drug Enforcement Administration and the Gila County Sheriff's Office in the amount of \$35,000 for the period of January 1, 2014, through December 31, 2014, in order to provide overtime pay related to the Domestic Cannabis Eradication/Suppression Program. **(Travis Baxley)**

Attachments

Letter of Agreement No. 2014-04 with U.S. Dept. of Justice DEA

Legal Explanation



U. S. Department of Justice
Drug Enforcement Administration

Agreement Number 2014-04

This Letter of Agreement (LOA) is entered into between the **GILA COUNTY SHERIFF'S OFFICE**, hereinafter referred to as (**THE AGENCY**), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of Arizona*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of Arizona*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the cultivation, possession, and distribution of cannabis.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of cannabis located within the *State of Arizona*.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
 - f. **MANDATORY requirement for THE AGENCY to utilize the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
 - g. Submit to DEA quarterly expenditure reports.

2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by **THE AGENCY**, except that **THE AGENCY** understands and agrees that DEA funds and

the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

3. DEA will pay to **THE AGENCY** Federal funds in the amount of **THIRTY FIVE THOUSAND DOLLARS (\$35,000.00)** for the period of JANUARY 1, 2014, to DECEMBER 31, 2014, to defray costs relating to the eradication and suppression of cannabis. These Federal funds shall only be used for the eradication of cannabis as provided in this agreement. **THE AGENCY** understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement will not be used to defray costs relating to herbicidal eradication of cannabis without the advance written consent of DEA. **THE AGENCY** understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY**'s presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring

compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. *[Agency Initial _____]*

All purchases of equipment, supplies and other resources must have approval from DEA. Procurement of these items is subject to the following approval authority: LOA expenditures up to \$2,500 will be approved at DEA Division level. When expenditures exceed \$2,500, prior to the purchase being made, the LOA must request authorization in writing, *through* the respective DEA Division, *to OMS*. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. OMS will notify the state/local agency whether or not the purchase has been approved. Unless specifically approved in advance, expenditures for equipment should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, **they are not automatically approved for purchase**. All requests for purchases must be received in HQ/OMS by October 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:
- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
 - (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 28 C.F.R. § 66.32/66.33), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or

projects, **THE AGENCY** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**'s personnel engaged in cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 28 C.F.R. § 66.32/66.33, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **THE AGENCY** of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and an October thru December (FINAL) Accounting Form.

9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** of Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including OMB Circular A-102 (administrative requirements), OMB Circular A-87 (cost principles, codified at 2 C.F.R. Part 225), OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations", 28 C.F.R. Part 66 (grants management common rule), 2 C.F.R. § 2867 (non-procurement suspension & debarment), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule), and DOJ Order 2900.8A (June 20, 1990). The Financial Guide

published by the office of the Comptroller, Office of Justice Programs, U.S. Department of Justice contains helpful information regarding compliance requirements. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **01/01/2014** through **12/31/2014**.

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.

11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.

15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of Arizona** resulting from the DCE/SP funded by DEA.

16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Within thirty (30) days after termination of the Agreement, **THE AGENCY** will prepare an October thru December (FINAL) Accounting Form and a Financial Status Report SF-425, itemizing the breakdown of final expenditures. The October thru December (FINAL) Accounting Form and the SF-425, along with a refund check, payable to DEA funds not obligated or expended funds which were advanced by DEA pursuant to this Agreement, will be returned to the DEA Regional Contractor by January 31st.

18. Upon submission of the October – December (FINAL) Accounting Form and Financial Status Report SF- 425 to your regional contractor for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of \$2,500, that was previously approved by OMS, and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.

19. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** during the terms of this Agreement. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. **THE AGENCY** shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

20. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. **First, THE AGENCY** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (<http://fedgov.dnb.com/webform>)

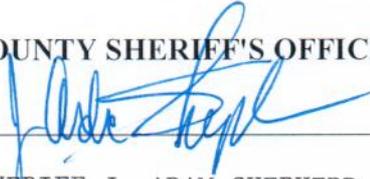
or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second, THE AGENCY** must then register with SAM via the internet SAM www.sam.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

Note: It is THE AGENCY's responsibility to update their SAM registration annually or whenever a change occurs.

THE AGENCY's current DUNS No. is 142370761.

THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires sixty days from date of issuance. Agreement issued on 03/10/2014.

GILA COUNTY SHERIFF'S OFFICE

By: 

Title: SHERIFF J. ADAM SHEPHERD

Date: 4-16-14

Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

DRUG ENFORCEMENT ADMINISTRATION

By: _____

Date: _____

Special Agent in Charge
Phoenix Field Division

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2014/S1R/OM/7810000 /DOM-G2/01IB/DCE/OPS: _____

UFMS Input Date: _____ CT No. _____

IO No. _____ DP No. _____

Printed Name: _____ Signature: _____

Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

Approved: _____ **Date:** _____

Michael A. Pastor, Chairman

Approved as to form: _____ **Date:** _____

Bryan Chambers, Deputy Attorney Principal

Memorandum



Subject Electronic Funds Transfer (DFN: 601-13)	Date 04-14-14 March 9, 2014
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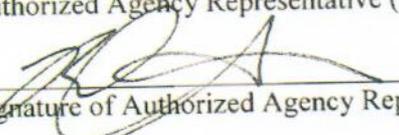
To: All Domestic Cannabis Eradication/Suppression Program (DCE/SP) Participating Agencies

From: Don A. Hibbert
Chief, Investigative Support Section
DEA Headquarters

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided below:

Agency Name on Bank Account:	Gila County Treasurer
Account Number:	11804047
Name of Bank/Financial Institution:	JP Morgan Chase
Address of Bank/Financial Institution:	201 N. Central Ave, 21st Floor, Phoenix , Az 85004
Telephone Number of Bank/Financial Institution:	1-602-221-2607
Contact Person of Bank/Financial Institution:	Phillip Schnieder
Bank/Financial Institution ABA Number:	122100024

Phillip J. Schnieder - Client Service Professional
Authorized Agency Representative (Name & Title)


Signature of Authorized Agency Representative

4/14/14
Date



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

Regular BOS Meeting

Meeting Date: 05/06/2014
Submitted For: Malissa Buzan, Community Services Division Director
Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Division
Department: Community Services Division **Division:** WIA Department
Fiscal Year: 2014-2015 **Budgeted?:** Yes
Contract Dates May 1, 2014 to June 30, **Grant?:** Yes
Begin & End: 2015
Matching Requirement?: No **Fund?:** Renewal

InformationRequest/Subject

Request for approval of a Property Lease Agreement with Central Arizona College for the Casa Grande One-Stop Center.

Background Information

On June 16, 2009, the Gila County Board of Supervisors approved entering into a Property Lease Agreement with Central Arizona College for office space at the Casa Grande One-Stop Center. The agreement will expire on April 30, 2014. The term of the agreement was from May 1, 2009, to April 30, 2014. The Property Lease Agreement was approved for a monthly rental rate of \$9,728.25. The rental rate was formulated off of an annual base rent of 5559 square feet at \$21.00 per square foot, which totals \$116,739.00 per year.

Evaluation

Title I of the Workforce Investment Act (WIA) of 1998, establishes a One-Stop Delivery System for workforce investment activities. The One-Stop delivery system is a system where entities responsible for administering separate workforce investment, educational and other human resource programs and funding streams (referred to as One-Stop partners) collaborate to create a seamless system of service delivery designed to enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance.

Under the Workforce Investment Act, there is a One-Stop Delivery System in Arizona called the Arizona Workforce Connection. One of the requirements for the local area is to have a Comprehensive One-Stop Center where all of the WIA services are provided in one location, instead of at several different locations. Gila and Pinal Counties, whose programs are combined, have two Comprehensive One-Stop Centers. One is located at 1015 E. Florence Boulevard in Casa Grande and the other is located at the Gila County Central Heights Complex at 5515 S. Apache Avenue.

Conclusion

It is in the best interest of the County to continue the property lease agreement with Central Arizona College for the One-Stop Center.

Recommendation

It is the recommendation of the Community Services Division Director to approve the renewal of the Property Lease Agreement with Central Arizona College for the One-Stop Center.

Suggested Motion

Information/Discussion/Action to approve a Property Lease Agreement with Central Arizona College for office space at the Casa Grande One-Stop Center from May 1, 2014, through June 30, 2015, for a monthly rental rate of \$9,728.25. **(Malissa Buzan)**

Attachments

Property Lease Agreement 05-01-14 to 06-30-15

Property Lease Agreement 05-01-09 to 04-30-14

Legal Explanation

**Property Lease Agreement
Between
Central Arizona College
and
Gila County**

1. INTRODUCTION

This Office Lease is entered into by and between Central Arizona College (hereinafter "Landlord"), and the Gila County (dba Gila/Pinal Workforce Investment Board) (hereinafter "Tenant").

2. PREAMBLE

The leased space is within a building located at 1015 E. Florence Blvd., Casa Grande, AZ. The portion of the Building being lease to the Tenant is hereinafter referred to as the "Premises".

3. TERM

a) Initial Term. The term of this Lease is for a period of one (1) year and two (2) months, commencing on May 1, 2014, (hereinafter referred to as "Commencement Date") and ending on June 30, 2015, at 11:59 p.m., unless terminated sooner as provided in this Lease.

4. TERMINATION WITHOUT CAUSE

- a) Tenant may terminate this Lease, for any reason, after delivery of a written notice to the Landlord ninety (90) days prior to the time it wishes to vacate the Premises. If the Tenant chooses to terminate under this provision, the Landlord shall not make any adjustment in the amount of Rent paid during that year or any other amount due under this Lease.
- b) Landlord may terminate this Lease without cause after delivery of written notice to the Tenant one (1) year prior to the time it wishes Tenant to vacate the Premises.

5. QUIET ENJOYMENT

As long as Tenant is not in default under the terms of this Lease, it shall be entitled to the quiet enjoyment and use of the Premises according to the terms of this Lease.

6. RENT

- a) Base Rent. Annual Base Rent of \$116,739.00 (5559 sq. ft. x \$21.00 per sq. ft.) is payable in 12 monthly installments of \$9728.25 as Monthly Rent due on or before the first day of each month to the Landlord at 8470 N. Overfield Road, Coolidge, AZ 85128. The Monthly Rent must be paid, without the need for notice, demand, or deduction on or before the payment due date of each month or Tenant will be considered to be in default of the terms of the Lease and the Landlord may take appropriate action pursuant to Sections 25 and 29 of the Lease.
- b) Payment of the rent for the first month of the Lease is due on or before May 15, 2014, and is payable as stated in subsection 6(a) above.
- c) Furniture. Landlord will provide initial basic office furniture and office machinery. The Tenant will be responsible for the cost of maintenance, repair and replacement. Any furniture additions or replacement must be approved by the Landlord.
- d) Internet and telephone service. The Landlord will provide basic telephone service and internet service to the Tenant at no additional charge.
- e) Operational Costs. As further consideration Tenant will provide tenant improvements, maintenance, repair and upkeep of the Premises.

7. USE OF THE PREMISES

- a) The Premises shall be used only to conduct Tenant business.
- b) Tenant shall not use or allow the Premises to be used for a purpose or in a manner that is unlawful, illegal, disreputable or likely to cause damage to the Premises, to adjoining property, or in a manner which would constitute a hazard to the public or any adjoining property, or would cause a nuisance to any members of the public or to any other tenant of the property.
- c) Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant. The commencement or pendency of any state or federal

court abatement proceeding affecting the use of the Premises shall, at the option of the Landlord, be deemed a breach hereof.

- d) Notwithstanding any provision contained in this Lease to the contrary, including without limiting the use by Tenant of the Premises in accordance with subsection 6(a) and 7(a) above, Tenant shall not commit or permit any nuisance or other act, whether noise, odor, smoke, sewage, chemical wastes or otherwise, which may disturb the quiet enjoyment of other tenants of the Landlord or Landlord's uses in the Premises. Tenant shall not obstruct or cause to be obstructed any public or private roadways, sidewalks or common areas appurtenant to the building, of which the Premises are a part, or any parking areas or docking areas of other Tenants of the Landlord. In the event Tenant commits or permits any nuisance or act set forth in this Article, or nuisance as defined by the relevant Arizona law, the same shall be a material breach of this Lease.

8. SIGNS

- a) The Landlord reserves the exclusive right to the roof, side and rear walls of the Premises. Tenant shall not construct any projecting sign or awning without the prior written consent of the Landlord which consent may be withheld with or without cause. Tenant must remove all signs and graphics prior to the termination of this Lease and shall restore the Premises to its prior condition after removal and at Tenant's sole expense.
- b) Except as specifically set forth below, all signs and graphics of every kind visible from public view, corridors, or the exterior of the Premises will be subject to Landlord's prior written approval, and will be subject to any applicable governmental laws, and ordinances.

9. TENANT IMPROVEMENTS

- a) Tenant shall not make any alterations, additions or modifications to the premises without first obtaining the express written permission of Landlord, which may be withheld with or without cause.
- b) Tenant will pay for tenant improvements. Any tenant improvements or alterations must be permitted and approved by applicable governmental agencies, and shall only be constructed by licensed, insured and bonded contractors after compliance with Landlord's bidding requirements.
- c) Tenant shall furnish copies of any architecture and building plans to the Landlord as Tenant receives such information from its contractors and architect.
- d) Tenant shall secure permission of the architect and/or contractors so it may assign, to the Landlord, all ownership rights and any other rights to the use of plans prepared for installation of tenant improvements. After tenant improvements are completed, Tenant shall assign all ownership rights and any other rights to use of the plans to the Landlord.

10. PARKING

- a) Tenant and its patrons, employees, licensees, invitees, agents and members shall have a non-exclusive right to use the non-fenced off parking lot located at the Premises.
- b) Landlord will maintain, in good condition and order, the parking area(s), including the maintenance of ground services, trash and debris removal, painting of spaces, and any artificial lighting.

11. STANDARD OF WORK

All work to be performed by or for Tenant pursuant to the Lease will be performed diligently, in a good and workmanlike manner and in compliance with all applicable laws, ordinances, regulations, and rules of any public authority having jurisdiction over the Premises.

12. MECHANIC'S LIENS

Tenant agrees to keep the Premises free of all liens and claims for labor performed on and material delivered to the Premises. If a lien is placed on the Premises resulting from any such labor or material or construction on or to the Premises resulting from any act of Tenant, Tenant shall cause such lien to be removed, expunged or bonded within ten (10) working days following the recordation of such lien. In the event Tenant fails to so remove the lien recorded against the Premises, Landlord may take any action Landlord deems appropriate, including obtaining a bond to remove such lien, and any costs to Landlord in doing same, including any legal costs or attorney's fees incurred, will become additional rent due from Tenant to Landlord and shall be due and payable immediately upon demand.

13. OWNERSHIP OR IMPROVEMENTS

Any improvements, alterations and additions, whether or not deemed fixtures of the Premises (except trade fixtures) shall, without compensation to Tenant, automatically, and without any act of Tenant or any third party, become Landlord's property at the expiration of this Lease or sooner termination. If the

fixture is a trade fixture, tenant may, at its sole expense, remove it but shall repair or pay for all repairs necessary for damages to the Premises occasioned by removal.

14. UTILITIES

Landlord will be responsible for payment of all utility expenses incurred in the building. Landlord is responsible for establishing accounts with each utility provider and will pay for all utilities directly to the provider.

15. SURRENDER

Upon the termination of this Lease, or Tenant's right to possession of the Premises, Tenant will surrender the Premises to Landlord.

16. CLEANING AND JANITORIAL

Landlord shall provide for trash removal from the leased Premises and sufficient janitorial and cleaning services to ensure that a clean and sanitary working environment is maintained on the Premises.

17. REPAIRS AND MAINTENANCE

- a) Landlord's obligations. Landlord shall perform all necessary repairs and maintenance on the Building and the roof, exterior walls, structural foundations, sewers, drains, plumbing, heating and air conditioning equipment and any other electric equipment and termite control for the Premises.
 - i. Landlord shall not, except in the case of an emergency, enter the Premises to make any repairs or to conduct any maintenance, other than on business days and during business hours, without giving Tenant at least 24 hours notice thereof.
- b) Tenant's Obligations
 - i. By its signature below, Tenant acknowledges that the Premises are in good order and repair, unless otherwise indicated herein.
 - ii. Tenant, at its own expense and at all times, maintain the interior of the Premises in good and safe condition, including plate glass, electrical wiring, and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear with casualty and acts of God excepted. Tenant shall be responsible for all repairs required, excepting those enumerated above in Section 17(a) above.
 - iii. Notwithstanding any other provision of this Lease, in the event of any damage or destruction to the Building or the Premises resulting from any intentional or negligent acts of Tenant, Tenant shall reimburse Landlord for all expenses incurred in the repair thereof within thirty (30) days of Landlord submitting to Tenant an invoice therefore, and such invoiced expense shall be deemed additional Rent thereafter which is not eligible for an offset.
- c) If, in the sole discretion of the Landlord, any repair that is required to be done by the Landlord pursuant to Subsection 17(a) above is not deemed to be cost effective in order to maintain a tenant on the Premises, then the Landlord has the option to terminate the lease immediately and return the pro-rata share of the rent to Tenant.

18. TAXES

- a) Personal Property Taxes. Prior to delinquency, Tenant will pay all taxes and assessments levied on trade fixtures, alterations, additions, improvements, inventories, and other personal property located or installed on the Premises by Tenant or any possessory interest tax, Government Property lease excise tax [Arizona Revised Statutes (A.R.S.)§42-6203(A)], privilege tax, or other similar excise tax relating to the Tenant's use of the Premises or this agreement.

19. INSURANCE

- a) Landlord's Obligations. Landlord, at its discretion and without obligation, may maintain insurance for damages to the premises only.
- b) Tenant's obligations. Tenant will, at Tenant's expense, obtain and keep in force at all times general liability insurance via a policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than \$1,000,000 per occurrence and providing coverage for, among other things, blanket contractual liability, products and completed operations. This obligation may be met through the State of Arizona's self-insurance program.

20. INDEMNIFICATION

- a) Indemnification. Landlord will not be liable for any loss or damage to person or property caused by theft, fire, acts of God, acts of a public enemy, riot, strike, insurrection, war, court order, requisition, or order of government body or authority, unless caused by the acts of Landlord. The provisions of

this section will survive the expiration or termination of this Lease with respect to any claims or liability occurring prior to the expiration or termination. Tenant will indemnify and defend Landlord, by counsel acceptable to Landlord, against any liabilities, including reasonable attorney fees and court costs, arising out of or relating to the following:

- i. Claims of injury to or death of persons or damage to property occurring or resulting direct or indirectly from the use or occupancy of the Premises, or from activities of Tenant, Tenant's invitees, or anyone about the Premises, or from any other cause, except to the extent caused by Landlord's gross negligence or willful misconduct;
- ii. Claims for work or labor performed, or for materials or supplies furnished to or at the request of Tenant in connection with performance of any work done for the account of Tenant within the Premises; and
- iii. Claims arising from any breach or default on the part of Tenant in the performance of any covenant contained in this Lease.

21. HAZARDOUS MATERIALS

- a) Definitions. As used in this Section, Hazardous Material means any chemical, substance or material, that is or may be hazardous to human health or to the safety of the environment that are now, or become in the future, listed, defined, or regulated in any manner by any Environmental Law.
- b) Use of Hazardous Materials. Tenant will not use or allow the use of the Premises in a manner that may cause Hazardous Materials to be released or to become present on, under, or about the Premises or other properties in the vicinity of the Premises.
- c) Tenant's Indemnification of Landlord. Tenant will indemnify, protect, defend, and hold harmless Landlord from all claims, judgments, causes of action, damages, penalties, fines, taxes, and expenses arising (directly or indirectly) as a result of or in connection with Tenant's breach of any prohibition or provision of this Section.
- d) Provide a copy of the Material Safety Data Sheets (MSDS) for all hazardous materials stored on the Premises to the Fire Department and maintain a copy on the Premises.

22. DAMAGE AND DESTRUCTION

- a) In the event that the Building or the Premises are destroyed from any cause, other than the fault of the Tenant, Landlord may, at its discretion, replace the same. If Landlord elects to replace the Premises and such replacement can reasonably be made within the lesser of the expiration of the lease term or 180 days under existing governmental laws and regulations, such destruction shall not terminate this Lease. Tenant shall, however, be entitled to an abatement of rent while such replacement activity occurs.
- b) In the event of a partial destruction of the Premises from any cause, other than the fault of the Tenant, Landlord may, at its discretion, repair the same. If Landlord elects to repair the Premises and such repairs can reasonably be made within the lesser of the Lease term or sixty (60) days under existing governmental laws and regulations, such partial destruction shall not terminate this Lease. Tenant shall, however, be entitled to a proportionate reduction of rent while such repairs are being made.
- c) Landlord shall give to Tenant an estimate of the time it will take to repair or replace the Building or Premises or its election not to proceed with repairs in accordance with the provisions in this section within thirty (30) days following such damage or destruction.
- d) In the event Landlord elects not to proceed with repairs, this Lease may be terminated at the option of either party as of the election date.

23. SUBORDINATION

- a) This Lease and the estate granted hereby shall be subject and subordinate to the lien of any mortgage or deed of trust; or leasehold or other estate created by a lease/purchase agreement which now or hereafter may constitute a lien on, or secured interest in, the Premises, and to any agreements, at any time made, modifying, supplementing, extending or renewing any such mortgages or deeds of trust. The provisions for the subordination of this Lease and the estate hereby granted shall be self-operative, and no further instrument shall be required to effect such subordination. Notwithstanding the previous sentence, the parties hereto shall, upon request by the financing party or the beneficiary of any of the above enumerated instruments, at any time or times, execute and deliver any and all documents that may be reasonably necessary or proper to effect such subordination or to confirm or evidence the same. In the event of foreclosure of any mortgage

or deed of trust or exercise of the power of sale or the taking of possession from the Landlord thereunder, Tenant shall attorn to the purchaser of the Premises at such foreclosure or sale and recognize such purchaser as owner under this lease if so requested by such purchaser.

24. RESPONSIBLE PARTY

Landlord shall from time to time designate an employee of Landlord who Tenant may contact regarding all matters involving this agreement. Tenant shall also designate an employee who Landlord may contact regarding all matters involving this agreement. At the time of execution of this agreement, Landlord's designated representative is the Vice President for Finance and Administration. Tenant's designated representative is its Gila/Pinal Workforce Investment Board Program Manager.

25. EMINENT DOMAIN

- a) Total condemnation. If all of the Premises are condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose, this Lease will terminate as of the date of title vesting in that proceeding and the Rent will be abated from the date of termination.
- b) Partial condemnation.
 - i. If any portion of the Premises is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose and the partial condemnation, in Tenant's reasonable opinion, renders the Premises unusable for Tenant's business, this Lease will terminate as of the date of title vesting or order of immediate possession in that proceeding and the Rent will be abated to the date of termination.
 - ii. If, in Tenant's reasonable opinion, the partial condemnation does not render the Premises unusable for the business of Tenant, Tenant and Landlord shall agree on an abatement in rent in an amount equal to the reduction in leasehold value resulting from such partial condemnation.
- c) Award. If the Premises are wholly or partially condemned, Landlord will be entitled to the entire award paid for the condemnation, and Tenant waives any claim to any part of the award from Landlord or the condemning authority. However, Tenant will have the right to recover from the condemning authority any compensation that may be separately awarded to Tenant in connection with any award allowable to Tenant by law. Notwithstanding the foregoing, Tenant shall be entitled to a portion of the award equal to the non-recovered costs of construction of the tenant improvements.

26. DEFAULT

- a) Events of Default. The occurrence of any of the following events will, at Landlord's option, constitute an Event of Default:
 - i. In the event Rent is late as defined in Section 30 of the Lease, failure to pay Rent within three (30) days following written demand to pay Rent by Landlord;
 - ii. vacation or abandonment of the Premises for a period of thirty (30) consecutive days;
 - iii. failure to perform any of Tenant's covenants under this Lease (except default in the payment of rent), provided that if this default is susceptible of cure and Tenant has promptly commenced the cure of this default and is diligently prosecuting the cure to completion, then the default must remain uncured for thirty (30) days after written notice from Landlord;
 - iv. the making of a general assignment by Tenant for the benefit of creditors, the filing of a voluntary petition by Tenant, or the filing of an involuntary petition by any of Tenant's creditors seeking the rehabilitation, liquidation, or reorganization of Tenant under any law relating to bankruptcy, insolvency, or other relief of debtors and, in the case of an involuntary action, the failure to remove or discharge the petition within sixty (60) days of the filing.
- b) Remedies of Landlord on Default. In the event of an Event of Default or of any other breach of this Lease by Tenant, Landlord may, at its option, terminate this Lease and recover from Tenant:
 - i. the worth at the time of award of the unpaid rent which was earned at the time of termination;
 - ii. the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided.
 - iii. the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and

- iv. any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform his obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.
- c) Landlord may, in the alternative, continue this Lease in effect, as long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all rights and remedies under it, including the right to recover the Rent as it becomes due under it. If said breach of Lease continues, Landlord may, at any time thereafter, elect to terminate the Lease.
- d) Cumulative. Each right and remedy of Landlord provided for in this Lease or now or later existing at law, in equity, by statute, or otherwise, will be cumulative and will not preclude Landlord from exercising any other rights or remedies provided for in this Lease or now or later existing at law or in equity, by statute, or otherwise. No payment by Tenant of a lesser amount than the Rent, or any endorsement on any check or letter accompanying any check or payment as Rent, will be deemed an accord and satisfaction of full payment of Rent. However, Landlord may accept this payment without prejudice to Landlord's right to recover the balance of rent or to pursue other remedies.

27. NO MERGER

The voluntary or other surrender of this Lease by Tenant or a mutual cancellation of the Lease or a termination by Landlord will not work a merger and will, at the option of Landlord, terminate all of any existing sub-tenancies or may, at the option of Landlord, operate as an assignment to Landlord of any sub-tenancies.

28. ASSIGNMENT AND SUBLETTING

- a) Prohibition. Tenant may not assign or sublet, whether voluntarily or involuntarily or by operation of law, the Premises or any part of the Premises, without prior written consent of the Landlord which may be withheld with or without cause.
- b) Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this Lease.
- c) Tenant shall indemnify and hold Landlord harmless from or against all claims, demands and obligations asserted by or from any party claiming an assignment or sublease from the Tenant.

29. ENTRY

Landlord reserves the right to enter the Premises upon reasonable notice to Tenant (except in case of an emergency, in which case no notice is required) to inspect the Premises or the performance by Tenant of the terms and conditions of this Lease, and, during the last six (6) months of the Term, show the Premises to prospective Tenants.

30. LATE CHARGES AND INTEREST

The late payment of any Rent as defined herein will cause Landlord to incur additional costs, including administration and collection costs, processing and accounting expenses, and potentially increased debt service. If Landlord has not received any installment of rent within thirty (30) days after that amount is due, Tenant must pay one and one-half percent (1.5%) of the delinquent amount, which is agreed to represent a reasonable estimate of the cost incurred by Landlord. In addition, all delinquent amounts will bear interest from the date the amount was due until paid in full at a rate per annum of the highest rate allowed in the State of Arizona for unsecured debt, or if no such rate is specified, the rate shall be eighteen percent (18%).

31. ENTIRE AGREEMENT

This Agreement, including all incorporated documents, components, attachments, addenda, exhibits, and plans, constitutes the entire agreement between the parties pertaining to the leased Premises. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by this agreement. No supplement, modification or amendment of this Lease shall be binding unless in writing and executed by both the Landlord and Tenant.

32. TIME OF ESSENCE

Time is of the essence for the performance of all conditions and obligations under this Lease.

33. ATTORNEY FEES/COSTS OF BREACH

The parties agree in the event of a breach of this Lease, the breaching party will pay the other party's reasonable expenses, including, but not limited to, expert witness fees, and reasonable attorney fees incurred because of the breach, whether a lawsuit is instituted or not.

34. GOVERNING LAW

This Lease, and the rights, duties, and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona and any controversy, dispute or litigation shall be brought or commenced only in a court of competent jurisdiction in Pinal County, Arizona (or in the United States District Court for the District of Arizona if, but only if, the appropriate court in Pinal County lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

35. NO THIRD-PARTY BENEFICIARIES

Nothing in this Lease is intended to create any third-party benefit.

36. NO RECORDATION

Tenant shall not record this Lease, any memorandum of this Lease, nor any other document which will or may create a cloud on title to any portion of the property of which the leased Premises are a part. Such recordation or an attempt at recordation shall constitute a breach of this Lease.

37. NO AGENCY, PARTNERSHIP, OR JOINT VENTURE

Nothing contained in this Lease will be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, partnership, or joint venture by the parties. It is understood and agreed that no provision contained in this Lease or any acts of the parties will be deemed to create any relationship other than the relationship of Landlord and Tenant.

38. NO WAIVER

No waiver of any default or breach under this Lease will be implied from any omission to take action on account of this Lease, regardless of any custom and practice or course of dealing. No waiver will affect any default other than the default specified in the waiver, and then the waiver will be operative only for the time and to the extent stated in the Lease. Waivers of any covenant will not be construed as a waiver of any subsequent breach of the same covenant. No waiver by either party of any provision under this Lease will be effective unless in writing and signed by that party.

39. NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall become effective upon personal service or seventy-two (72) hours after being deposited in the United States mail, certified or registered mail, postage prepaid, addressed as shown below or to such other address as the parties have designed and acknowledged in writing:

Gila County
dba Gila/Pinal Workforce Investment Board
Attn: Malissa Buzan, Community Services Director
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501

Central Arizona College
Attn: Chris Wodka
8470 N. Overfield Rd.
Coolidge, AZ 85128

with a copy to:

Central Arizona College
Attn: Michael Beers
8470 N. Overfield Rd.
Coolidge, AZ 85128

40. AUTHORIZATION

Each individual executing this Lease on behalf of Landlord and Tenant represents and warrants that she or he is duly authorized to execute and deliver this Lease on behalf of Landlord and Tenant and that the execution is binding upon Landlord and Tenant.

41. CONSTRUCTION

Captions and paragraph headings used in this Lease are for convenience only, are not a part of this agreement, shall not be deemed to limit or alter any provisions of this agreement, and shall not be deemed relevant in construing the agreement. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other entity. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

42. ADDITIONAL ACTS AND DOCUMENTS

Each party to this agreement agrees to do all things, take all actions and to make, execute and deliver such other documents and instruments as shall be reasonably required to carry out the provisions, intent and purpose of this agreement.

43. JOINT PREPARATION OF AGREEMENT

This Lease Agreement is the result of arms-length negotiations between parties of roughly equivalent bargaining power and expresses the complete, actual, and intended agreement of the parties. This agreement shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Lease or any exhibits hereto.

44. CANCELLATION FOR CONFLICT OF INTEREST

This Lease Agreement is subject to the cancellation provisions of A.R.S. Section 38-511.

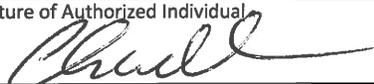
We, the undersigned, have executed this document on the dates below written and hereby swear and affirm that we are duly authorized in accordance with law to execute this document.

LANDLORD:

TENANT:

Central Arizona College

Gila County

Signature of Authorized Individual 	Signature of Authorized Individual
Typed Name Chris Wodka	Typed Name Michael Pastor
Title Vice President, Finance & Administrative Services	Title Chairman, Gila County Board of Supervisors
Date April 8, 2014	Date

APPROVED AS TO FORM:

By: 
Michael Beers, Legal Counsel
Central Arizona College

By: _____
Bryan Chambers
Deputy Attorney Principal

Date: _____

Date: _____

**Property Lease Agreement
Between
Central Arizona College
and
Gila County**

1. INTRODUCTION

This Office Lease is entered into by and between Central Arizona College (hereinafter "Landlord"), and the Gila County (dba Gila/Pinal Workforce Investment Board) (hereinafter "Tenant").

2. PREAMBLE

The leased space is within a building located at 1015 E. Florence Blvd., Casa Grande, AZ. The portion of the Building being lease to the Tenant is hereinafter referred to as the "Premises".

3. TERM

a) Initial Term. The term of this Lease is for a period of three (5) years, commencing on May 1, 2009, (hereinafter referred to as "Commencement Date") and ending on April 30, 2014, at 11:59 p.m., unless terminated sooner as provided in this Lease.

4. TERMINATION WITHOUT CAUSE

a) Tenant may terminate this Lease, for any reason, after delivery of a written notice to the Landlord ninety (90) days prior to the time it wishes to vacate the Premises. If the Tenant chooses to terminate under this provision, the Landlord shall not make any adjustment in the amount of Rent paid during that year or any other amount due under this Lease.

b) Landlord may terminate this Lease without cause after delivery of written notice to the Tenant one (1) year prior to the time it wishes Tenant to vacate the Premises.

5. QUIET ENJOYMENT

As long as Tenant is not in default under the terms of this Lease, it shall be entitled to the quiet enjoyment and use of the Premises according to the terms of this Lease.

6. RENT

a) Base Rent. Annual Base Rent of \$116,739.00 (5559 sq. ft. x \$21.00 per sq. ft.) is payable in 12 monthly installments of \$9728.25 as Monthly Rent due on or before the first day of each month to the Landlord at 8470 N. Overfield Road, Coolidge, AZ 85228. The Monthly Rent must be paid, without the need for notice, demand, or deduction on or before the payment due date of each month or Tenant will be considered to be in default of the terms of the Lease and the Landlord may take appropriate action pursuant to Sections 25 and 29 of the Lease.

b) Payment of the rent for the first month of the Lease is due on or before May 15, 2009, the date Tenant moves into the premises, and is payable as stated in subsection 6(a) above.

c) Furniture. Landlord will provide initial basic office furniture and office machinery. The Tenant will be responsible for the cost of maintenance, repair and replacement. Any furniture additions or replacement must be approved by the Landlord.

d) Internet and telephone service. The Landlord will provide basic telephone service and internet service to the Tenant at no additional charge.

e) Operational Costs. As further consideration Tenant will provide tenant improvements, maintenance, repair and upkeep of the Premises.

7. USE OF THE PREMISES

a) The Premises shall be used only to conduct Tenant business.

b) Tenant shall not use or allow the Premises to be used for a purpose or in a manner that is unlawful, illegal, disreputable or likely to cause damage to the Premises, to adjoining property, or in a manner which would constitute a hazard to the public or any adjoining property, or would cause a nuisance to any members of the public or to any other tenant of the property.

c) Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant. The commencement or pendency of any state or federal

court abatement proceeding affecting the use of the Premises shall, at the option of the Landlord, be deemed a breach hereof.

- d) Notwithstanding any provision contained in this Lease to the contrary, including without limiting the use by Tenant of the Premises in accordance with subsection 6(a) and 7(a) above, Tenant shall not commit or permit any nuisance or other act, whether noise, odor, smoke, sewage, chemical wastes or otherwise, which may disturb the quiet enjoyment of other tenants of the Landlord or Landlord's uses in the Premises. Tenant shall not obstruct or cause to be obstructed any public or private roadways, sidewalks or common areas appurtenant to the building, of which the Premises are a part, or any parking areas or docking areas of other Tenants of the Landlord. In the event Tenant commits or permits any nuisance or act set forth in this Article, or nuisance as defined by the relevant Arizona law, the same shall be a material breach of this Lease.

8. SIGNS

- a) The Landlord reserves the exclusive right to the roof, side and rear walls of the Premises. Tenant shall not construct any projecting sign or awning without the prior written consent of the Landlord which consent may be withheld with or without cause. Tenant must remove all signs and graphics prior to the termination of this Lease and shall restore the Premises to its prior condition after removal and at Tenant's sole expense.
- b) Except as specifically set forth below, all signs and graphics of every kind visible from public view, corridors, or the exterior of the Premises will be subject to Landlord's prior written approval, and will be subject to any applicable governmental laws, and ordinances.

9. TENANT IMPROVEMENTS

- a) Tenant shall not make any alterations, additions or modifications to the premises without first obtaining the express written permission of Landlord, which may be withheld with or without cause.
- b) Tenant will pay for tenant improvements. Any tenant improvements or alterations must be permitted and approved by applicable governmental agencies, and shall only be constructed by licensed, insured and bonded contractors after compliance with Landlord's bidding requirements.
- c) Tenant shall furnish copies of any architecture and building plans to the Landlord as Tenant receives such information from its contractors and architect.
- d) Tenant shall secure permission of the architect and/or contractors so it may assign, to the Landlord, all ownership rights and any other rights to the use of plans prepared for installation of tenant improvements. After tenant improvements are completed, Tenant shall assign all ownership rights and any other rights to use of the plans to the Landlord.

10. PARKING

- a) Tenant and its patrons, employees, licensees, invitees, agents and members shall have a non-exclusive right to use the non-fenced off parking lot located at the Premises.
- b) Landlord will maintain, in good condition and order, the parking area(s), including the maintenance of ground services, trash and debris removal, painting of spaces, and any artificial lighting.

11. STANDARD OF WORK

All work to be performed by or for Tenant pursuant to the Lease will be performed diligently, in a good and workmanlike manner and in compliance with all applicable laws, ordinances, regulations, and rules of any public authority having jurisdiction over the Premises.

12. MECHANIC'S LIENS

Tenant agrees to keep the Premises free of all liens and claims for labor performed on and material delivered to the Premises. If a lien is placed on the Premises resulting from any such labor or material or construction on or to the Premises resulting from any act of Tenant, Tenant shall cause such lien to be removed, expunged or bonded within ten (10) working days following the recordation of such lien. In the event Tenant fails to so remove the lien recorded against the Premises, Landlord may take any action Landlord deems appropriate, including obtaining a bond to remove such lien, and any costs to Landlord in doing same, including any legal costs or attorney's fees incurred, will become additional rent due from Tenant to Landlord and shall be due and payable immediately upon demand.

13. OWNERSHIP OR IMPROVEMENTS

Any improvements, alterations and additions, whether or not deemed fixtures of the Premises (except trade fixtures) shall, without compensation to Tenant, automatically, and without any act of Tenant or any third party, become Landlord's property at the expiration of this Lease or sooner termination. If the

fixture is a trade fixture, then it may, at its sole expense, remove it but shall repair or pay for all repairs necessary for damages to the Premises occasioned by removal.

14. UTILITIES

Landlord will be responsible for payment of all utility expenses incurred in the building. Landlord is responsible for establishing accounts with each utility provider and will pay for all utilities directly to the provider.

15. SURRENDER

Upon the termination of this Lease, or Tenant's right to possession of the Premises, Tenant will surrender the Premises to Landlord.

16. CLEANING AND JANITORIAL

Landlord shall provide for trash removal from the leased Premises and sufficient janitorial and cleaning services to ensure that a clean and sanitary working environment is maintained on the Premises.

17. REPAIRS AND MAINTENANCE

- a) Landlord's obligations. Landlord shall perform all necessary repairs and maintenance on the Building and the roof, exterior walls, structural foundations, sewers, drains, plumbing, heating and air conditioning equipment and any other electric equipment and termite control for the Premises.
 - i. Landlord shall not, except in the case of an emergency, enter the Premises to make any repairs or to conduct any maintenance, other than on business days and during business hours, without giving Tenant at least 24 hours notice thereof.
- b) Tenant's Obligations
 - i. By its signature below, Tenant acknowledges that the Premises are in good order and repair, unless otherwise indicated herein.
 - ii. Tenant, at its own expense and at all times, maintain the interior of the Premises in good and safe condition, including plate glass, electrical wiring, and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear with casualty and acts of God excepted. Tenant shall be responsible for all repairs required, excepting those enumerated above in Section 17(a) above.
 - iii. Notwithstanding any other provision of this Lease, in the event of any damage or destruction to the Building or the Premises resulting from any intentional or negligent acts of Tenant, Tenant shall reimburse Landlord for all expenses incurred in the repair thereof within thirty (30) days of Landlord submitting to Tenant an invoice therefore, and such invoiced expense shall be deemed additional Rent thereafter which is not eligible for an offset.
- c) If, in the sole discretion of the Landlord, any repair that is required to be done by the Landlord pursuant to Subsection 17(a) above is not deemed to be cost effective in order to maintain a tenant on the Premises, then the Landlord has the option to terminate the lease immediately and return the pro-rata share of the rent to Tenant.

18. TAXES

- a) Personal Property Taxes. Prior to delinquency, Tenant will pay all taxes and assessments levied on trade fixtures, alterations, additions, improvements, inventories, and other personal property located or installed on the Premises by Tenant or any possessory interest tax, Government Property lease excise tax [Arizona Revised Statutes (A.R.S.)§42-6203(A)], privilege tax, or other similar excise tax relating to the Tenant's use of the Premises or this agreement.

19. INSURANCE

- a) Landlord's Obligations. Landlord, at its discretion and without obligation, may maintain insurance for damages to the premises only.
- b) Tenant's obligations. Tenant will, at Tenant's expense, obtain and keep in force at all times general liability insurance via a policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than \$1,000,000 per occurrence and providing coverage for, among other things, blanket contractual liability, products and completed operations. This obligation may be met through the State of Arizona's self-insurance program.

20. INDEMNIFICATION

- a) Indemnification. Landlord will not be liable for any loss or damage to person or property caused by theft, fire, acts of God, acts of a public enemy, riot, strike, insurrection, war, court order, requisition, or order of government body or authority, unless caused by the acts of Landlord. The provisions of

this section will survive the expiration or termination of this Lease with respect to any claims or liability occurring prior to the expiration or termination. Tenant will indemnify and defend Landlord, by counsel acceptable to Landlord, against any liabilities, including reasonable attorney fees and court costs, arising out of or relating to the following:

- i. Claims of injury to or death of persons or damage to property occurring or resulting direct or indirectly from the use or occupancy of the Premises, or from activities of Tenant, Tenant's invitees, or anyone about the Premises, or from any other cause, except to the extent caused by Landlord's gross negligence or willful misconduct;
- ii. Claims for work or labor performed, or for materials or supplies furnished to or at the request of Tenant in connection with performance of any work done for the account of Tenant within the Premises; and
- iii. Claims arising from any breach or default on the part of Tenant in the performance of any covenant contained in this Lease.

21. HAZARDOUS MATERIALS

- a) Definitions. As used in this Section, Hazardous Material means any chemical, substance or material, that is or may be hazardous to human health or to the safety of the environment that are now, or become in the future, listed, defined, or regulated in any manner by any Environmental Law.
- b) Use of Hazardous Materials. Tenant will not use or allow the use of the Premises in a manner that may cause Hazardous Materials to be released or to become present on, under, or about the Premises or other properties in the vicinity of the Premises.
- c) Tenant's Indemnification of Landlord. Tenant will indemnify, protect, defend, and hold harmless Landlord from all claims, judgments, causes of action, damages, penalties, fines, taxes, and expenses arising (directly or indirectly) as a result of or in connection with Tenant's breach of any prohibition or provision of this Section.
- d) Provide a copy of the Material Safety Data Sheets (MSDS) for all hazardous materials stored on the Premises to the Fire Department and maintain a copy on the Premises.

22. DAMAGE AND DESTRUCTION

- a) In the event that the Building or the Premises are destroyed from any cause, other than the fault of the Tenant, Landlord may, at its discretion, replace the same. If Landlord elects to replace the Premises and such replacement can reasonably be made within the lesser of the expiration of the lease term or 180 days under existing governmental laws and regulations, such destruction shall not terminate this Lease. Tenant shall, however, be entitled to an abatement of rent while such replacement activity occurs.
- b) In the event of a partial destruction of the Premises from any cause, other than the fault of the Tenant, Landlord may, at its discretion, repair the same. If Landlord elects to repair the Premises and such repairs can reasonably be made within the lesser of the Lease term or sixty (60) days under existing governmental laws and regulations, such partial destruction shall not terminate this Lease. Tenant shall, however, be entitled to a proportionate reduction of rent while such repairs are being made.
- c) Landlord shall give to Tenant an estimate of the time it will take to repair or replace the Building or Premises or its election not to proceed with repairs in accordance with the provisions in this section within thirty (30) days following such damage or destruction.
- d) In the event Landlord elects not to proceed with repairs, this Lease may be terminated at the option of either party as of the election date.

23. SUBORDINATION

- a) This Lease and the estate granted hereby shall be subject and subordinate to the lien of any mortgage or deed of trust; or leasehold or other estate created by a lease/purchase agreement which now or hereafter may constitute a lien on, or secured interest in, the Premises, and to any agreements, at any time made, modifying, supplementing, extending or renewing any such mortgages or deeds of trust. The provisions for the subordination of this Lease and the estate hereby granted shall be self-operative, and no further instrument shall be required to effect such subordination. Notwithstanding the previous sentence, the parties hereto shall, upon request by the financing party or the beneficiary of any of the above enumerated instruments, at any time or times, execute and deliver any and all documents that may be reasonably necessary or proper to effect such subordination or to confirm or evidence the same. In the event of foreclosure of any mortgage

or deed of trust or exercise of the power of sale or the taking of possession from the Landlord thereunder, Tenant shall attorn to the purchaser of the Premises at such foreclosure or sale and recognize such purchaser as owner under this lease if so requested by such purchaser.

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Landlord shall from time to time designate an employee of Landlord who Tenant may contact regarding all matters involving this agreement. Tenant shall also designate an employee who Landlord may contact regarding all matters involving this agreement. At the time of execution of this agreement, Landlord's designated representative is the Vice President for Finance and Administration. Tenant's designated representative is its Gila/Pinal Workforce Investment Board Program Manager.

25. EMINENT DOMAIN

- a) Total condemnation. If all of the Premises are condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose, this Lease will terminate as of the date of title vesting in that proceeding and the Rent will be abated from the date of termination.
- b) Partial condemnation.
 - i. If any portion of the Premises is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose and the partial condemnation, in Tenant's reasonable opinion, renders the Premises unusable for Tenant's business, this Lease will terminate as of the date of title vesting or order of immediate possession in that proceeding and the Rent will be abated to the date of termination.
 - ii. If, in Tenant's reasonable opinion, the partial condemnation does not render the Premises unusable for the business of Tenant, Tenant and Landlord shall agree on an abatement in rent in an amount equal to the reduction in leasehold value resulting from such partial condemnation.
- c) Award. If the Premises are wholly or partially condemned, Landlord will be entitled to the entire award paid for the condemnation, and Tenant waives any claim to any part of the award from Landlord or the condemning authority. However, Tenant will have the right to recover from the condemning authority any compensation that may be separately awarded to Tenant in connection with any award allowable to Tenant by law. Notwithstanding the foregoing, Tenant shall be entitled to a portion of the award equal to the non-recovered costs of construction of the tenant improvements.

26. DEFAULT

- a) Events of Default. The occurrence of any of the following events will, at Landlord's option, constitute an Event of Default:
 - i. In the event Rent is late as defined in Section 30 of the Lease, failure to pay Rent within three (30) days following written demand to pay Rent by Landlord;
 - ii. vacation or abandonment of the Premises for a period of thirty (30) consecutive days;
 - iii. failure to perform any of Tenant's covenants under this Lease (except default in the payment of rent), provided that if this default is susceptible of cure and Tenant has promptly commenced the cure of this default and is diligently prosecuting the cure to completion, then the default must remain uncured for thirty (30) days after written notice from Landlord;
 - iv. the making of a general assignment by Tenant for the benefit of creditors, the filing of a voluntary petition by Tenant, or the filing of an involuntary petition by any of Tenant's creditors seeking the rehabilitation, liquidation, or reorganization of Tenant under any law relating to bankruptcy, insolvency, or other relief of debtors and, in the case of an involuntary action, the failure to remove or discharge the petition within sixty (60) days of the filing.
- b) Remedies of Landlord on Default. In the event of an Event of Default or of any other breach of this Lease by Tenant, Landlord may, at its option, terminate this Lease and recover from Tenant:
 - i. the worth at the time of award of the unpaid rent which was earned at the time of termination;
 - ii. the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided.
 - iii. the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and

- iv. any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform his obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.
- c) Landlord may, in the alternative, continue this Lease in effect, as long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all rights and remedies under it, including the right to recover the Rent as it becomes due under it. If said breach of Lease continues, Landlord may, at any time thereafter, elect to terminate the Lease.
- d) Cumulative. Each right and remedy of Landlord provided for in this Lease or now or later existing at law, in equity, by statute, or otherwise, will be cumulative and will not preclude Landlord from exercising any other rights or remedies provided for in this Lease or now or later existing at law or in equity, by statute, or otherwise. No payment by Tenant of a lesser amount than the Rent, or any endorsement on any check or letter accompanying any check or payment as Rent, will be deemed an accord and satisfaction of full payment of Rent. However, Landlord may accept this payment without prejudice to Landlord's right to recover the balance of rent or to pursue other remedies.

27. NO MERGER

The voluntary or other surrender of this Lease by Tenant or a mutual cancellation of the Lease or a termination by Landlord will not work a merger and will, at the option of Landlord, terminate all of any existing sub-tenancies or may, at the option of Landlord, operate as an assignment to Landlord of any sub-tenancies.

28. ASSIGNMENT AND SUBLETTING

- a) Prohibition. Tenant may not assign or sublet, whether voluntarily or involuntarily or by operation of law, the Premises or any part of the Premises, without prior written consent of the Landlord which may be withheld with or without cause.
- b) Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this Lease.
- c) Tenant shall indemnify and hold Landlord harmless from or against all claims, demands and obligations asserted by or from any party claiming an assignment or sublease from the Tenant.

29. ENTRY

Landlord reserves the right to enter the Premises upon reasonable notice to Tenant (except in case of an emergency, in which case no notice is required) to inspect the Premises or the performance by Tenant of the terms and conditions of this Lease, and, during the last six (6) months of the Term, show the Premises to prospective Tenants.

30. LATE CHARGES AND INTEREST

The late payment of any Rent as defined herein will cause Landlord to incur additional costs, including administration and collection costs, processing and accounting expenses, and potentially increased debt service. If Landlord has not received any installment of rent within thirty (30) days after that amount is due, Tenant must pay one and one-half percent (1.5%) of the delinquent amount, which is agreed to represent a reasonable estimate of the cost incurred by Landlord. In addition, all delinquent amounts will bear interest from the date the amount was due until paid in full at a rate per annum of the highest rate allowed in the State of Arizona for unsecured debt, or if no such rate is specified, the rate shall be eighteen percent (18%).

31. ENTIRE AGREEMENT

This Agreement, including all incorporated documents, components, attachments, addenda, exhibits, and plans, constitutes the entire agreement between the parties pertaining to the leased Premises. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by this agreement. No supplement, modification or amendment of this Lease shall be binding unless in writing and executed by both the Landlord and Tenant.

32. TIME OF ESSENCE

Time is of the essence for the performance of all conditions and obligations under this Lease.

33. ATTORNEY FEES/COSTS OF BREACH

The parties agree in the event of a breach of this Lease, the breaching party will pay the other party's reasonable expenses, including, but not limited to, expert witness fees, and reasonable attorney fees incurred because of the breach, whether a lawsuit is instituted or not.

34. GOVERNING LAW

This Lease, and the rights, duties, and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona and any controversy, dispute or litigation shall be brought or commenced only in a court of competent jurisdiction in Pinal County, Arizona (or in the United States District Court for the District of Arizona if, but only if, the appropriate court in Pinal County lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

35. NO THIRD-PARTY BENEFICIARIES

Nothing in this Lease is intended to create any third-party benefit.

36. NO RECORDATION

Tenant shall not record this Lease, any memorandum of this Lease, nor any other document which will or may create a cloud on title to any portion of the property of which the leased Premises are a part. Such recordation or an attempt at recordation shall constitute a breach of this Lease.

37. NO AGENCY, PARTNERSHIP, OR JOINT VENTURE

Nothing contained in this Lease will be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, partnership, or joint venture by the parties. It is understood and agreed that no provision contained in this Lease or any acts of the parties will be deemed to create any relationship other than the relationship of Landlord and Tenant.

38. NO WAIVER

No waiver of any default or breach under this Lease will be implied from any omission to take action on account of this Lease, regardless of any custom and practice or course of dealing. No waiver will affect any default other than the default specified in the waiver, and then the waiver will be operative only for the time and to the extent stated in the Lease. Waivers of any covenant will not be construed as a waiver of any subsequent breach of the same covenant. No waiver by either party of any provision under this Lease will be effective unless in writing and signed by that party.

39. NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall become effective upon personal service or seventy-two (72) hours after being deposited in the United States mail, certified or registered mail, postage prepaid, addressed as shown below or to such other address as the parties have designed and acknowledged in writing:

Gila County
dba Gila/Pinal Workforce Investment Board
Attn: Barbara Valencia
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501

Central Arizona College
Attn: Dennis A. Jenkins
8470 N. Overfield Rd.
Coolidge, AZ 85228-9779

with a copy to:

Central Arizona College
Attn: Michael Beers
8470 N. Overfield Rd.
Coolidge, AZ 85228-9779

40. AUTHORIZATION

Each individual executing this Lease on behalf of Landlord and Tenant represents and warrants that she or he is duly authorized to execute and deliver this Lease on behalf of Landlord and Tenant and that the execution is binding upon Landlord and Tenant.

41. CONSTRUCTION

Captions and paragraph headings used in this Lease are for convenience only, are not a part of this agreement, shall not be deemed to limit or alter any provisions of this agreement, and shall not be deemed relevant in construing the agreement. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other entity. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

42. ADDITIONAL ACTS AND DOCUMENTS

Each party to this agreement agrees to do all things, take all actions and to make, execute and deliver such other documents and instruments as shall be reasonably required to carry out the provisions, intent and purpose of this agreement.

43. JOINT PREPARATION OF AGREEMENT

This Lease Agreement is the result of arms-length negotiations between parties of roughly equivalent bargaining power and expresses the complete, actual, and intended agreement of the parties. This agreement shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Lease or any exhibits hereto.

44. CANCELLATION FOR CONFLICT OF INTEREST

This Lease Agreement is subject to the cancellation provisions of A.R.S. Section 38-511.

We, the undersigned, have executed this document on the dates below written and hereby swear and affirm that we are duly authorized in accordance with law to execute this document.

LANDLORD:

TENANT:

Central Arizona College

Gila County

Signature of Authorized Individual	Signature of Authorized Individual <i>Shirley L. Dawson</i>
Typed Name Russell Banta	Typed Name Shirley L. Dawson
Title Vice President for Finance and Administration	Title Chairman, Gila County Board of Supervisors
Date April 24, 2009	Date 6/16/09

APPROVED AS TO FORM:

By: *[Signature]*
Michael Beers, Legal Counsel
Central Arizona College

By: *[Signature]*
Bryan Chambers
Chief Deputy County Attorney

Date: 4-27-09

Date: 5-27-2009



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-2508

Regular Agenda Item 3. K.

Regular BOS Meeting

Meeting Date: 05/06/2014
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.
Fiscal Year: 2015-2016
Budgeted?: Yes
Contract Dates October 1, 2014 -
Begin & End: September 30, 2015
Grant?: Yes
Matching Requirement?: No
Fund?: New

Information

Request/Subject

SNAP Community Organization Partner Application with Arizona Community Action Association.

Background Information

The Arizona Community Action Association (ACAA) unites communities to end poverty through community-based initiatives and solutions. ACAA is a 501 (c)(3) non-profit agency created in 1967 to address poverty across Arizona. Through a collaboration of nearly 300 organizations and individuals, ACAA develops and implements strategies to address and ultimately eliminate poverty.

The Community Action Program launched in 1964 as part of President Lyndon B. Johnson's Economic Opportunity Act to fight poverty by empowering the poor. Core funding comes from Community Service Block Grants (CSBG) with additional support from local, state and federal grants; individual and corporate donations; foundation grants and community-based collaborations.

Programs operated, managed or supported by the Arizona Community Action Association (ACAA) include:

- Low-Income Home Energy Assistance (LIHEAP) Utility Grants
- Weatherization Assistance Program
- Home Energy Assistance Fund
- Supplemental Nutrition Assistance Program (SNAP) Outreach
- Nutrition Assistance Community Organization Partnerships
- Arizona Self Help (www.arizonaselfhelp.org)
- People's Information Guide

Evaluation

SNAP (Supplemental Nutrition Assistance Program) is the new federal name for Food Stamps. ACAA is currently accepting SNAP Partnership Applications. The Gila County Community Services Division, Community Action Program, is applying to ACAA to become a SNAP Partner. The Partner Application has been completed and if approved by the Board of Supervisors will be submitted to ACAA for review. Included in the Partner Application is a Memorandum of Understanding (MOU) which will be signed by both parties. This MOU will provide funding from ACAA to CAP to be used to assist eligible citizens residing in Gila County to apply for SNAP assistance. The MOU will be in place for the period of October 1, 2014, through September 30, 2015.

Conclusion

By the Board of Supervisors authorizing the SNAP Arizona Community Organization Partner Application to be submitted to ACAA and upon approval by ACAA, the Gila County Community Action Program (CAP) will become a SNAP Partner. If approved by ACAA, a Memorandum of Understanding will be signed by both parties which will provide funding for CAP to provide assistance to residents of Gila County to apply for SNAP benefits.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this application.

Suggested Motion

Information/Discussion/Action to approve a Supplemental Nutrition Assistance Program (SNAP) Community Organization Partner Application for federal fiscal year 2015 between the Arizona Community Action Association and the Gila County Division of Community Services, Community Action Program which, if approved, will allow Gila County to become a SNAP Organization Partner and be reimbursed for expenses in an estimated amount of \$9,568.95 for the period of October 1, 2014, through September 30, 2015.

(Malissa Buzan)

Attachments

SNAP Partner Application ACAA

Federal Fiscal Year 2015

SNAP Community Organization Partner Application

This application provides community and faith based organizations in the state of Arizona with the documents required to become a Community Organization Partner for FFY15 (October 1, 2014 – September 30, 2015). Please review the Application Checklist on the following two pages for more information on the application process, or refer to the ACAA website under the 'Partnerships' tab for details.

Please submit your application via email to Amanda Lee at alee@azcaa.org on or before May 15, 2014.

Be sure to include the:

- Application
- Staffing Budget Worksheet
- Program Line Item Budget Worksheet
- Budget Justification
- Location and Service Hours Worksheet
- Organization's current W-9 form

These forms are all available on the ACAA website.

Questions or concerns should be addressed to Amanda Lee at alee@azcaa.org or Donna Roberts at droboterts@azdes.gov. Thank you!

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.

United States Department of Agriculture Food and Nutrition Services
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

Community Organization Partner Application Instructions

All documents, materials and forms can be found under the Partnership Tab-SNAP on the ACAA website at <http://azcaa.org/partnerships/snap-3/>.

Instructions for Applying to Become a SNAP Community Organization Partner:

1. Fill out the *Partnership Agreement and Payee Form*.
2. Complete the *Agency Description and Scope of Work* form. Select which outreach and service activities your organizations will undertake, and describe your organization's activity under each selected option.
3. Using the *Staffing Budget Worksheet*, determine what your staffing costs will be for the Federal Fiscal Year spanning October 1, 2014 – September 30, 2015. Please calculate these costs according to the percentage of time each staff person will spend working on the Allowable Activities, and include your worksheet with your application. Examples of these documents can be found on ACAA's website under Partnership tab-SNAP or <http://azcaa.org/partnerships/snap-3/>.
4. Using the *Program Line Item Budget* document, please provide a projected budget for all activities being conducted under this program. Please remember this is a projection, so it should be reasonable and justifiable, and should represent **100%** of your program costs allocated to SNAP Outreach.

Please show all costs/expenses associated with this program. Your reimbursement rate will be *40 cents for each dollar* expended by your organization, but DES and USDA need to budget for and be invoiced for **100%** of the costs you incur in order to properly calculate the correct reimbursement.

5. Along with your *Program Line Item Budget*, please include a *Budget Justification* for each line item. Your Budget Justification is a narrative that explains and justifies each cost and clearly explains how the amount for each line was determined. Be sure to provide details for what is included in the line labeled "other" on the line item budget. A sample is provided on the ACAA website.
6. Read the *Memorandum of Understanding* and be sure you agree to all terms and specifications prior to submitting your proposal. If the *MOU* is agreeable, please replace all **red** text with your organization's name and have your organization's official representative sign and date the *MOU*.
7. Read all items on the *Assurances* page and initial each item to signify your understanding and agreement.

8. Submit all documents via email to Amanda Lee (alee@azcaa.org) on or before **May 15th, 2014**. All applications will be reviewed by ACAA and DES. You may be asked to clarify any item you submit, and must do so in writing.
9. Once your application has been approved, you will receive an award notification, reporting documents, and an invoice template for reimbursement requests. We expect to be able to notify all Partners of your acceptance and your approved budget in September, 2014.
10. Please refer to the complete list of items required to apply, below. If you have questions about an item or about the application process, please direct them via email to Amanda Lee at alee@azcaa.org.

Items Required to Apply:

- Partnership Agreement and Payee Form* (completed and signed)
- Agency Description and Scope of Work*
- Partner Memorandum of Understanding*
(completed and signed by Organization's Official Representative)
- Partner Assurances*

- Staffing Budget (see Excel Spreadsheet)*
- Program Line Item Budget (see Excel Spreadsheet)*
- Budget Justification*
- Location and Service Hours (Excel Spreadsheet)*
- Organization's current W-9*

Any questions regarding this Program, the application process, or items required for submission should be directed to:

Amanda Lee
Outreach and Community Development Manager
Arizona Community Action Association
alee@azcaa.org
602-604-0640

Arizona Community Organization Partner Agreement

Agency: Gila County Community Services

Address (if more than one address, please attach a sheet with this information for each location): 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501 and 107 W. Frontier Street, Payson, AZ 85541

Contact Person for Program: Malissa Buzan

Phone: 928-425-7631, Extension 7192 Contact Email: mbuzan@gilacountyaz.gov

- We understand that our name and street address information as provided above may be made available on the ACAA and DES websites. As such, we may include additional information (such as other services provided, hours of operation, how to schedule an appointment), found on the *Location and Services Provided* sheet with our listing.

- YES. We would like to keep this listing.
 NO. We would like to OPT OUT of this listing

- We have staff or volunteers who can conduct outreach and assistance in the following languages:

English

Spanish

The aforementioned entity agrees to partner with the Arizona Community Action Association (ACAA) and serve as a Community Organization Partner (COP) to conduct outreach and improve access for applicants and recipients of Supplemental Nutrition Assistance Program (SNAP) benefits in Arizona. With our authorized signature, we acknowledge and accept the terms set forth in this application and its documents. We agree to conform to the terms of these documents and abide by the program budget submitted. We understand that any changes made to any part of this agreement must be requested in writing to ACAA and accepted in writing in order to be in compliance with all terms.

Arizona Community Action Association

Gila County

Cynthia Zwick, Executive Director
Authorizing Agent

Michael A. Pastor, Chairman, Board of Supervisors
Name and Title (Please Print)

Signature

Signature

Date

Date

OFFICIAL PAYEE AND REPRESENTATIVE

Please attach your W-9 when you return this form. A current W-9 will be required to receive payment.

1. For questions regarding COP's invoice or budget, please contact:

Contact Person name and email: Malissa Buzan mbuzan@gilacountyaz.gov
Address: Gila County Community Services
5515 S. Apache Ave., Suite 200
Globe, Arizona 85501

2. Please mail COP reimbursements to:

Same as above

Contact Person name and email: _____
Address: _____

3. The name of the contact person, street address, telephone number, and e-mail address where financial and administrative records are maintained is:

Same as above

Contact Person name and email: Nick Montague nmontague@gilacountyaz.gov
Address: Gila County Community Services
5515 S. Apache Ave., Suite 200
Globe, Arizona 85501

The contact person, or their designee, shall be responsible for informing ACAA of performance concerns of which the COP becomes aware in the performance of its duties and responsibilities, and be responsible for providing in a timely manner original or copies of documentation required by this agreement, and for being available to ACAA and DES for consultation and assistance, as requested by ACAA or DES or as agreed by COP, during COP's normal business hours and days of operation.

3. The name, address, telephone number and e-mail address of ACAA's contact person is:

Amanda Lee
Arizona Community Action Association
2700 N. 3rd St, Suite 3040
Phoenix, AZ 85004
602-604-0640 ext 19
alee@azcaa.org

ACAA's contact person will be available to assist COP in its performance of this agreement on an "as needed" basis during ACAA's normal business hours and days of operation. All contact with ACAA by the COP must be through ACAA's contact person.

Memorandum of Understanding

United States Department of Agriculture Food and Nutrition Services
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

**This is a Partnership Agreement between
Arizona Community Action Association (ACAA)
and
Gila County Community Services
Community Organization Partner (COP)**

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to providing increased access and enrollment in the Supplemental Nutrition Assistance Program (SNAP), also known as Nutrition Assistance in Arizona. The Arizona Community Action Association (ACAA) is the entity responsible for enrolling and supporting partners (heretofore referenced as **COPs**), as well as administering the draw-down of these USDA through the Arizona Department of Economic Security (DES).

This Partnership is intended to help inform potentially eligible households about the availability, eligibility requirements, application procedures and benefits of SNAP. To support this goal, ACAA and COP will participate in activities targeting eligible households, providing accurate information, serving as a trusted source of information and assistance in your community, and assisting households with completing the application process, preferably through the Health-e Arizona online application portal. Allowable activities are outlined in the Partnership Agreement and Payee Form.

Both ACAA and COP should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

All applicants and recipients are granted civil rights in accordance with Federal laws and US Department of Agriculture, Food and Nutrition Services (USDA) policy that services will be provided without discrimination on the basis of race, color, national origin, age, sex, disability, sexual orientation, political beliefs or religion.

II. MOU Term

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term begins October 1, 2014 and ends September 30, 2015.

III. ACAA Role and Responsibilities

1. ACAA shall serve in the following roles and maintain responsibilities stated herein during the duration of the MOU term:
 - 1.1 Provide guidance and resources to COP regarding applicable federal and state laws and regulations and program guidelines.

- 1.2 Review and approve all documentation evidencing COP's performance of services as set forth in the Scope of Work and monitor COP's compliance with the MOU.
 - 1.3 Provide training and technical assistance to COP on SNAP, promising practices related to outreach, improving access, and increasing program participation, and fiscal and programmatic rules and regulations on an as-needed basis.
 - 1.4 Promptly process activity reports and invoices submitted by partners on a monthly basis. Invoices and activity reports will be processed by ACAA on the 15th of each month, or the first day of business thereafter in the event the 15th of the month occurs on a non-business day for ACAA. Activities must be eligible for USDA draw-down as allowable expenses according to the terms and conditions set forth in this MOU. COP is responsible up front for all costs incurred, and reimbursement will be received only for allowable activities as approved by ACAA, DES, and USDA.
2. ACAA liability for funds related to this Partnership is limited as follows:
 - 2.1 COP acknowledges that all funds to be provided pursuant to this Agreement will be provided by USDA.
 - 2.2 ACAA's obligations under this Agreement are subject to USDA's provision of funds pursuant to the Program Documents.

IV. COP Responsibilities

1. COP shall agree to the following during the duration of the MOU term:
 - 1.1 Provide SNAP outreach services and application assistance as outlined in the approved Partnership Agreement and Payee Form, Scope of Work, and Program Budget.
 - 1.2 Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions).
<http://www.whitehouse.gov/omb/circulars/>
 - 1.3 Furnish project management, contract administration and fiscal control services, including but not limited to:
 - a) Adherence to the approved Partnership Agreement and Payee Form, Scope of Work, Assurances, and Program Budget.
 - b) Return of this MOU, Partnership Agreement and Payee Form, Program Budget and Budget Justification, Scope of Work, and Assurances with the required signatures, **by Friday May 15th, 2014**. All documents shall be submitted to Amanda Lee at alee@azcaa.org.
 - c) Preparation and timely submission of complete and accurate monthly expenditure and activity reports. Activity reports and invoices shall reflect 100% of activities completed and expenses incurred for the program. COP will be reimbursed **40 percent** of allowable expenses included on the invoice up to and not to exceed your Program Budget unless alterations or changes receive prior approval. A final report of activities completed, expenses incurred, and weekly activity logs **shall be submitted by the 10th day of the month following the month for which draw-down is requested**. For example, you must submit a report by November 10th in order to receive a draw-down for October's expenses.

- d) Participation in trainings and meetings as requested by ACAA, including monthly Partner calls.
- e) Participate in evaluation of SNAP Outreach.
- f) Retention of all records supporting the funds used for draw-down, as well as any additional expenditures covered by the draw-down funds for three (3) years after the end of the contract term. This requirement applies to fiscal records, reports and client information. Additionally, COP agrees to make all records relating to draw-down activities and expenses available upon request by ACAA, DES and/or any Federal entity. Any costs that cannot be substantiated by source documentation may be disallowed.
- g) Return any funds necessary to repay ACAA for any disallowed expenses in which COP has not complied with the requirements of this MOU and applicable state and federal regulations. Funds will be returned to ACAA within 30 days of receipt of written notification.
- h) Submission of a copy of audited financial statements to ACAA nine months after the end of the COP's fiscal year during which this grant falls. COP agrees to provide access to auditors to determine compliance with federal regulations. If your agency does not undergo an annual audit process, alternative arrangements may be made upon approval of ACAA.

1.4 Maintain proper standards of disclosure and confidentiality as set forth by USDA:

- a) Case file information on SNAP recipients, including names of recipients, social security numbers, and other sensitive information is considered confidential and may not be released.
- b) Disclosure of information obtained from recipients may be made only to persons directly connected with the administration of SNAP or to others provided that the program recipient signs a release form documenting their agreement to the specific release. Such an agreement shall not be a condition of receipt of benefits. (*7 CFR Section 272.1(c); and (Section 11(e)(8) of The Food and Nutrition Act of 2008, as amended.*)
- c) State agencies and their contractors must protect confidential and private information gained from clients during the outreach process. Appropriate physical and computer security policies should be in place to protect sensitive information.

V. ACAA and COP Agree to the Following Provisions:

1. Documents prepared by organizations using program funding for external release, in print or other media, or via the internet, must undergo appropriate review and approval prior to release. Documents prepared by COP and intended for publication and distribution must receive the necessary departmental approvals from ACAA and DES prior to publishing or distribution. Documents shall be submitted to ACAA for review, and ACAA will submit to DES on behalf of COP when necessary. Reviews may take up to ten (10) working days. This MOU identifies the following documents intended for external release as subject to both internal and external review prior to printing and distribution:

1.1 Types of documents/communications:

- a) One time, periodic, or occasional
- b) Providing factual information to the public or target audience to increase enrollment in SNAP
- c) Conveying a specific message to a select target audience about SNAP

Examples:

- Brochure
- Fact sheet
- Media campaigns and advertisements

- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement

1.2 Press releases announcing events sponsored by COP shall not require prior approval unless they include information about the Partnership described herein or SNAP eligibility or rules. Social networking, such as Facebook, Twitter, and blog posts, requires prior approval in cases where the partnership created herein or information regarding eligibility or programmatic rules is included. ACAA shall be notified upon release of any press release or social media piece released by COP, and COP shall provide copies of all releases to ACAA at the end of the Term.

1.3 Materials, whether newly developed or reprinted, may require an appropriate acknowledgement/funding statement in accordance with state and federal agency specifications. COP shall contact Amanda Lee at alee@azcaa.org for information on approved acknowledgement/funding statements and which types of materials should carry which version of the statement. For materials not listed, contact ACAA for guidance on which statement is appropriate.

1.4 Any materials relaying information about the SNAP program shall contain the following statement:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

An abbreviated version of this statement is available if space constraints exist.

2. COP shall prominently display the USDA nondiscrimination poster "And Justice for All", provided by DES or ACAA, at any facility providing services outlined in this Partnership.
3. Program activities shall not supplant existing SNAP outreach programs, and where operating in conjunction with existing programs, shall enhance and supplement them.

VI. Funding

1. Funding available for this program is on a monthly draw-down basis. Interested Partners must sign this MOU and provide ACAA with a Partnership Agreement and Payee Form and Scope of Work for activities COP expects to complete in the Term, as well as a Program Budget, Budget Justification, Assurances, current W-9, and any other requested documentation or information in order to apply to become a COP. Funding is subject to the following terms:

- 1.1 **Funding for this Partnership is 100% USDA Federal reimbursement and as such is subject to the availability of Federal funds.** USDA may, due to internal budgeting decisions or changes in federal allocation, reduce or eliminate funding for this program at any time, with or without advance notice. Additionally, DES may choose to discontinue this Partnership at any time, with or without advance notice. COP understands and agrees to hold harmless ACAA for any funds expended for which COP is not able to receive reimbursement due to termination of funding.

- 1.2 Funding for this Partnership is reimbursement only. No request can be honored to advance funds or pay costs incurred by the COP without prior approval by ACAA and DES. ACAA makes no guarantee of the reimbursement of federal funds and is not liable for any costs incurred by COP which are not reimbursed by USDA and/or DES.
- 1.3 It is the responsibility of the COP to monitor all contract expenditures by line item and ensure no over expenditures occur. If an over expenditure occurs, ACAA and DES may disallow any costs exceeding the line item amount approved at the start of the contract year and reimbursement for amounts exceeding the approved budget will not be approved.
2. Funding is subject to approval by ACAA, DES, and USDA. ACAA will utilize the available USDA federal draw-down to provide COP funds in accordance with COP's reasonable request, and ACAA reserves the right to ask COP to adjust the Partnership Agreement and Payee Form, Scope of Work and/or Budget to fit with the funding available.
 - 2.1 COP agrees to submit all reports and documentation required by the **10th day** of the month following the month in which work was completed. ACAA and DES will process the request through the proper channels and COP will receive a check in the amount approved for matching draw-down, **equal to a maximum of 40% of the funds expended by COP for allowable activities in the month prior.**
 - 2.2 COP is responsible for submitting an invoice for each month of the contract year. In months where no activity was completed under this Partnership, COP is responsible for reporting this to ACAA and submitting an invoice showing that no expenses were incurred for the month.
 - 2.3 COP acknowledges and accepts that reimbursement for allowable activities is dependent upon the approval of ACAA, DES, and USDA. The aforementioned parties may disallow any expense reported which is not in accordance with the Allowable Activities outlined by USDA and/or not in accordance with COP Partnership Agreement and Payee Form, Scope of Work and/or Budget.
 - 2.4 COP acknowledges and agrees that all invoices are subject to approval DES and USDA and ACAA's approval does not bind DES or USDA, nor constitute a guarantee by ACAA of payment to COP.
3. Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

VII. Modification and Termination

1. This agreement may be cancelled or terminated without cause by either party giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by ACAA and COP before becoming effective.

3. ACAA intends to Partner with multiple COPs. This Partnership is non-competitive, and can be terminated at any time by ACAA. ACAA reserves the right to terminate any Partnership without advance notice for any violation of contract agreement.

VIII. Effective Date and Signature

This MOU shall be effective upon the signature of ACAA and COP authorized officials. It shall be in force from October 1, 2014 through September 30, 2015. ACAA and COP indicate agreement with this MOU by their signatures.

ARIZONA COMMUNITY ACTION ASSOCIATION

Gila County Community Services

Cynthia Zwick, Executive Director

Michael A. Pastor, Chairman, Gila Co. Board of Supervisors

Authorizing Agent

Name and Title (Please Print)

Signature

Signature

Date

Date

APPROVED AS TO FORM:

Bryan Chambers, Deputy Attorney Principal

Date



United States Department of Agriculture Food and Nutrition Services
 Supplemental Nutrition Assistance Program
 Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

Community Organization Partner Assurances

Initial Here to Indicate You Have Read and Understand The Assurance Statement	Assurance Statement
	The COP is responsible for completion of activities outlined in the Scope of Work and Partnership Agreement and Payee Form. Additional work done to support SNAP Outreach AHCCCS is not eligible for reimbursement.
	The amount requested in COP's Program Budget is the maximum allowable reimbursement for FFY13, and may only be payable for allowable expenses. COP is responsible for timely repayment of any reimbursed costs deemed unallowable by DES or USDA.
	Activities included in the Scope of Work are those deemed allowable as outlined in the USDA guidance provided by DES and ACAA.
	Volunteers may be utilized to help meet the Scope of Work, but their time cannot be billed to this Partnership.
	Only non-federal funds may be used to draw-down a reimbursement. The non-federal funds used in this agreement may not be used for any other federal match.
	Funding for this program may be revoked by USDA at any time without prior notification. COP is eligible for reimbursement only for allowable activities approved by ACAA, and it is the sole responsibility of the COP to pay any related expenses in full regardless of whether or not the requested reimbursement is provided by USDA.
	Documentation of activities, expenditures, and audits completed must be maintained by COP for a minimum of 3 years after completion of the Term. It is the sole responsibility of the COP to maintain all records and provide them to ACAA, DES, and/or USDA upon request.
	Program activities are conducted in compliance with all federal laws, rules, and regulations including Civil Rights and OMB regulations governing cost issues.
	Program activities are reasonable and necessary to accomplish outreach goals and reach potentially eligible households.

Community Organization Partner Agency: Services Provided Form

Please check below for all services provided. List any additional services under "Other."

Service	✓
Food Boxes	
AHCCCS application assistance	
Health care services	
Dental care services	
WIC Center	
Crisis Pregnancy Center	
Employment Assistance	✓
Clothing	
Rental Assistance	✓
Housing Repair, Rehabilitation & Weatherization	✓
Emergency Assistance	✓
Utilities Assistance	✓
Telephone Discount programs	✓
Homeless Services	✓
Legal Services	
Other/Comments:	

Community Organization Partner Agency Description & Scope of Work

- 1. Please provide a few brief sentences about your organization, including your mission, brief history, and any relevant experience or programs. This information will be provided to DES and USDA and may also be published on the ACAA and DES websites.**

Mission: Improving the Quality of Life for All Residents, One Life at a Time

History: Gila County Community Action Program (CAP) has over 30 years of experience providing services for low income individuals and families. Since 1988, CAP has partnered with other agencies to enhance their service delivery and outreach. We have case managers who are very experienced in assisting people to access programs and services designed to improve their quality of life. CAP is dedicated to alleviate and prevent poverty in Gila County.

Relevant experience/programs:

Gila County CAP has experience and/or operates:

- **Low Income Home Energy Assistance (LIHEAP) Utility Grants**
- **Weatherization Assistance Program**
- **Home Energy Assistance Fund**
- **Supplemental Nutrition Assistance Program (SNAP) Outreach**
- **Nutrition Assistance Community Organization Partnerships**
- **Arizona Self Help (www.arizonaselfhelp.org)**
- **People's Information Guide**
- **Volunteer Income Tax Assistance Site**
- **WIA One-Stop Partner**
- **Food Bank/Pantries**

Locations: Complete the Federal Fiscal Year 2015 Location and Service Provided Form

**Gila County Community Services
5515 S. Apache Ave, Suite 200
Globe, Arizona 85501**

**Gila County Community Services
107 W. Frontier Street, Bldg C
Payson, Arizona 85541**

2. Please provide a brief narrative describing the activities you intend to complete for Federal Fiscal Year 2015 below. The activities included here should reflect your Partnership Agreement and Payee Form as well as your Budget (program and staffing) and Budget Justification. This Scope of Work is designed to give ACAA a clear understanding of the intended use of your funds and ensure your reimbursement is based on USDA Allowable Activities.

1. Please check each activity you plan to do as an outreach, self-service and/or full-service partner for Federal Fiscal Year 2015 (☑)
2. Write the narrative under each activity you plan to do. Only explanations for the activities you anticipate doing are needed. Full service partners do not need to explain Self-service partner activities.
3. List employment titles, and not employee names.
4. Include specific activities each position performs.
5. Please be sure your Scope of Work includes ALL planned activities and be as specific as possible regarding which staff responsibilities.

Outreach Partner:

Provide outreach materials for clients in office

The Program Manager, Case Manager, Housing Assistant, and Administrative Clerk will provide SNAP information and brochures that Gila County CAP will develop specific to our service population to clients in office.

The Program Manager, Case Manager, Housing Assistant, and Administrative Clerk will provide SNAP Information and Brochures that Gila County CAP at job fairs, food pantries/banks, VITA sites, shelters, network meetings, senior centers, faith-based organizations, and public housing locations.

Attend/host outreach events (or meetings) in the community to provide information about SNAP eligibility

The Program Manager, Case Manager, Housing Assistant, and Administrative Clerk will travel to and attend events such as job fairs, food pantries/banks, VITA sites, shelters, network meetings, and public housing locations to provide information about the SNAP program.

Information targeted towards Veterans and elderly populations will be at senior centers, homeless shelters, and faith-based organizations within Gila County.

Provide information on application process and documents required to clients

The Program Manager, Case Manager, Housing Assistant, and Administrative Clerk will provide detailed information on the SNAP application process. S/he will make appointments to apply, as well as prepare them on the proper documents to bring in for their appointment.

Information towards families will be disseminated on the Gila County website, www.gilacountyaz.gov, which will be managed by the Program Manager.

Self-Service Partner: (skip explanations if you are full-service partner)

- Provide a computer to prescreen through www.arizonaselfhelp.org
- Provide a computer to apply online through www.healthearizonaplus.gov
- Provide equipment for clients to copy, scan, or fax documents for application
- Provide paper applications as requested by applicants
- Provide access to telephone to call DES

Full-Service Partner:

Provide assistance with prescreening through www.arizonaselfhelp.org
A computer will be made available for prescreening on ASH. The Program Manager, Case Manager and Administrative Clerk will assist with this activity.

Provide assistance with applying online through www.healthearizonaplus.gov
A computer will be made available for applying on HEAplus. The Program Manager, Case Manager, Housing Assistant, and Administrative Clerk will assist with this activity. Appointments will be made, and walk-ins will be accommodated if possible.

A computer will be available at each of our sites in Globe and Payson.

Provide assistance in copying, printing, and faxing documents for applicants
All scanners, copiers, and fax machines will be made available for applicants. The Program Manager, Case Manager, Housing Assistant, and Administrative Clerk will assist with this activity.

Assist clients with completing paper applications as requested by applicants
Paper applications are available upon request of applicants and may also be used in the case the website is not working properly.

Assist applicants and/or recipients in tracking their case via MyFamilyBenefits website
The Program Manager, Case Manager, Housing Assistant, and Administrative Clerk will assist with helping applicants track their cases on <https://egov.azdes.gov/dbme/faa/myFamilyBenefits/>, and/or www.AZMyFamilyBenefits.gov/.

Assist clients and applicants with contacting DES via phone
A telephone will be made available to assist clients and applicants to contact DES.

Any additional allowable activities:

All Gila County CAP staff will also educate CAP Partners to provide information regarding SNAP eligibility, and where CAP sites are located, to increase information about CAP's services.

All CAP Staff will educate applicants on SNAP eligibility and will be available to answer questions and provide directions.

Program Line Item Budget Details
 Contract Year FFY 2015 (October 2014 - September 2015)

AGENCY NAME:	Gila County Community Services	
Expenses	Total Expenses * (100% budgeted expenses)	**Reimbursement (40% of Expenses)
(g) Personnel (Salary and Benefits)	\$ 20,882.00	\$ 8,352.80
Other Direct Costs		\$ -
(h) Copying/Printing/Materials	\$ 100.00	\$ 40.00
(i) Internet/Telephone	\$ -	\$ -
(j) Equipment	\$ 2,499.98	\$ 999.99
(k) Supplies and Non Capital Expenditures	\$ 120.00	\$ 48.00
(l) Building/Space	\$ -	\$ -
(m) Other	\$ -	\$ -
(n) Subtotal Other Direct Costs (n=h+i+j+k+l+m)	\$ 2,719.98	\$ 1,087.99
Travel		
(o) Long Distance		\$ -
(p) Local (0.445/mile)	\$ 320.40	\$ 128.16
(q) Subtotal Travel (i+j)	\$ 320.40	\$ 128.16
(r) Contractual		\$ -
(s) Total Personnel, Direct Costs, Travel, and Contractual (s=g+n+q+r)	\$ 23,922.38	\$ 9,568.95
Indirect Cost Rate (key in rate i.e 10%)		
(t) Indirect Costs (Indirect rate X s)	\$ -	\$ -
(u) TOTAL (s+t)	\$ 23,922.38	\$ 9,568.95

Instructions:

- Document must be submitted in original format (Excel).
- Total Expense Column must equal 100% of expenses associated with supporting SNAP outreach/application assistance.
- The amounts in this column must be the same as the total amounts listed on the Budget Details and Narrative document.
- The Reimbursement column will reflect the total amount available Partner should expect to receive during the 2014 FFY (Oct 2013-Sept 2014)

GILA COUNTY COMMUNITY ACTION PROGRAM
Budget Details and Narrative

g. Personnel:

1. Staff will use daily tracking log to identify time spent supporting clients with completing the application, answering questions over the phone and in person. In addition, staff will complete a form when attending outreach events identifying time spend and populations served.
2. Total Expense: **\$17,879.00**
3. Description of SNAP related duties –
 - a. Program Manager – will contribute 15% of her time to the program and be responsible for organizing SNAP outreach activities; for providing direct services to clients through application assistance, prescreening, documents assistance and community outreach; will provide information and brochures at job fairs, food bank and pantries, etc., as outlined on our Scope of Work, Outreach Partner section. Will also be responsible for ensuring all activities associated with the SNAP Partnership program are performed; responsible for programmatic reporting.
 - b. Case Manager – will contribute 10% of her time to the SNAP Program; will also be responsible for providing direct services to clients through application assistance, prescreening, documents assistance and community outreach.
 - c. Director – will contribute 5% of her time to SNAP Program; she will oversee the entire program and staff to ensure all activities associated with the SNAP Partnership Program are performed; will also be providing direct services to clients through application assistance, prescreening, documents assistance and community outreach.
 - d. Administrative Clerk – will contribute 10% of her time to the SNAP Program; will also be providing direct services to clients through application assistance, prescreening, documents assistance and community outreach.

h. Copying/Printing/Materials:

1. Total Expense: **\$100.00**
2. Description: Staff uses in house copiers and printers for SNAP outreach and application activities. We will make approximately 10,000 copies per year for the SNAP Program.
3. Calculations: Copies – 10,000 X \$0.10 = \$ 100.00 (100 percent cost for SNAP)

i. Internet/Telephone:

There are not any expenses for this category that will be charged to SNAP

j. Equipment:

1. Total Expense: **\$2,499.98**
 2. Description: New Scanning and computer equipment will be purchased for the staff that will be responsible for SNAP outreach and applications.
 3. Calculations: Desktop Computer - $\$1,400 \times 1 = \$1,400.00$
Desktop Scanner - $\$366.66 \times 3 = \1099.98
-

k. Supplies

1. Total Expense: **\$120.00**
 2. Description: Supplies – paper, pens, ink cartridges specifically for the SNAP program
 3. Calculations: $\$10.00$ per month \times 12 months = $\$120.00$ (100% charged to SNAP)
-

l. Building/Space

1. We will not have any charges for this line item
-

m. Other:

1. We will not have any charges for this line item
-

n. Subtotal Other Direct Costs

o. Long Distance:

1. We will not have any charges for this line item
-

p. Local Travel

1. Total Expense: **\$ 320.40**
 2. Description: we will be travelling throughout Gila County to provide SNAP outreach and assistance
 3. Calculations: 60 miles per month \times 12 months = 720 total miles \times $\$0.445 = 320.40$
-

q. Subtotal Travel: **\$320.40**

r. Contractual: We will not have any charges for this line item

s. Total Personnel, Direct Costs, Travel and Contractual:

t. Indirect Costs: We will not have any charges for this line item

u. TOTAL (s+t) **\$20,919.38**

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Gila County	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ Local Government - County	
	Exemptions (see instructions): Exempt payee code (if any) <u>3</u> Exemption from FATCA reporting code (if any) <u>C</u>	
	Address (number, street, and apt. or suite no.) 1400 East Ash Street	
City, state, and ZIP code Globe, Arizona 85501		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)	Social security number																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> <tr><td colspan="3" style="text-align: center;">-</td><td colspan="3" style="text-align: center;">-</td><td colspan="3"></td><td></td></tr> </table>											-			-						
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Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	Employer identification number																				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px;">8</td><td style="width: 20px; height: 20px;">6</td><td style="width: 20px; height: 20px;">-</td><td style="width: 20px; height: 20px;">8</td><td style="width: 20px; height: 20px;">0</td><td style="width: 20px; height: 20px;">0</td><td style="width: 20px; height: 20px;">0</td><td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;">4</td></tr> </table>	8	6	-	8	0	0	0	4	4	4										
8	6	-	8	0	0	0	4	4	4												

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Rebeka Savage</i>	Date ▶ <i>02-21-14</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

ARF-2458

Regular Agenda Item 3. L.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Steve Stratton, Public Works Division Director Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Division

Department: Public Works Division Division: Administration

Fiscal Year: 2014 Budgeted?: No

Contract Dates N/A Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval to proceed with the acquisition of the NAPA Building at 110 W. Main Street in Payson, AZ.

Background Information

In 2007, Gila County began the process of developing a Long Range Facility Management Plan to accommodate County managerial needs and growth. It was determined in 2007, that the acquisition of future properties would be needed as the County Government expanded to meet the needs of the constituency.

Evaluation

The Long Range Facility Management Plan, conducted in 2007, has recently been updated to review the condition of current existing County facilities in the Globe and Payson areas. While there has not been a drastic rise in population in Gila County in recent years, the business of providing programs and assistance that will benefit and aid the residents of Gila County is an ongoing endeavor. It takes staff and resources to apply for grants, manage resources and implement programs that will assist Gila County citizens. In particular, the facilities in the Payson area are sorely in need of expansion. Parking continues to be an ongoing problem for residents needing to access Gila County buildings. The purchase of the NAPA Building at 110 W. Main Street in Payson, AZ, will aid in alleviating some of the space restraints Gila County is currently experiencing in Payson.

Conclusion

By purchasing the NAPA Building at 110 W. Main Street in Payson, AZ, it will enable Gila County to expand the Gila County Payson complex to acquire the land for future expansion of facilities as referenced in the Amended Long Range Facilities Management Plan. The plan was presented at the February 25, 2014, Board of Supervisors' Work Session.

Recommendation

To implement some of the modifications suggested by the Long Range Facilities Management Plan, and to help alleviate some of the space constraints currently being experienced by the County in the Payson area, the Public Works Division Director requests that the Board approve the purchase of the NAPA Building property at 110 W. Main Street in Payson, AZ in an amount not to exceed \$450,500; and authorize the Chairman to sign the title documents and deed.

Suggested Motion

Information/Discussion/Action to approve the purchase of the NAPA Building at 110 W. Main Street in Payson, Arizona, in an amount not to exceed \$450,500 as part of the Long Range Facility Management Plan to expand the Payson County Complex, and authorize the Chairman's signature on the title documents and deed. **(Steve Stratton)**

ARF-2499

Regular Agenda Item 3. M.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Jeffrey Hesseniuss, Finance Director
Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Division

Department: Finance Division

Fiscal Year: 2013-2014 Budgeted?: Yes

Contract Dates February 4, Grant?: No

Begin & End: 2014 - July 15, 2014

Matching No Fund?: Replacement

Requirement?:

Information

Request/Subject

Empire CAT Customer Purchase Agreement for 2011 928HZ Loader.

Background Information

This 2011 928HZ loader will replace a 1978 loader, purchased by the County in 1982. The Roads Department is planning on trading in the 1978 loader for the new (used) 2011 loader. Equipment No. I-19, serial number 81J12268 was purchased used in 1982, for a cost of \$83,500. It is now thirty six (36) years old. Parts costs to date are \$60,634.33, and labor cost is \$142,408.84. It is getting increasingly difficult to find parts for this 1978 machine.

As part of the Customer Purchase Agreement for the 2011 928HZ loader, Empire CAT has assigned a trade-in value for Equipment No. I-19 of \$25,000. The total of the trade-in, \$25,000, has been deducted from the \$144,000 price for the 2011 928HZ Loader.

At the February 4, 2014, Board of Supervisors' meeting, the Board approved funding for the purchase of a 2014 motor grader for \$279,110.41. The funds were available in the Transportation Excise Tax budget, in Capital Outlay Equipment. Gila County paid a down payment of \$139,555, which was half of the purchase amount, with the intention of paying the second half by July 15, 2014, pending any need to replace another piece of heavy equipment in the aging fleet. The opportunity has presented itself to replace a 36-year old loader with the purchase of a 2011 928HZ loader at a substantially discounted price through the National IPA contract with the City of Tucson. At this time, the Director of Public Works would like to unencumber the second half of the payment for the motor grader - \$139,555.41 for Fiscal Year 2013-2014 and use those funds to purchase the 2011 928HZ loader in Fiscal Year 2013-2014. The Public Works Division would then budget the second half of the payment for the motor grader, \$139,555.41 into the 2014-2015 Fiscal Year budget.

Evaluation

On April 16, 2013, the Gila County Board of Supervisors ratified the Cooperative Purchasing Agreement between Gila County and the National IPA, a cooperative purchasing group. As a member of the National IPA, Gila County can benefit through an existing agreement that Caterpillar has between the City of Tucson and the National IPA to buy a used 2011 928HZ loader. The National IPA discount is twenty percent (20%) off the list price of \$180,000, which results in a significant cost savings of \$36,000 on the 2011, 928HZ loader, for a base price of \$144,000.

The Customer Purchase Agreement with Empire CAT shows the sales price for the new (used) 2011 928HZ loader to be \$144,000 with the addition of an Extended Warranty on Power-train Hydraulics-Parts and Labor-3 years or 3,000 hours for \$2,610; a Material Handling Arm for \$5,421; and a job site delivery charge of \$1,500, which brings the price to \$153,531. With a deduction for the trade-in of the 1978 loader for \$25,000, plus sales tax for \$10,089.69, the final cost for the new (used) 2011 928HZ loader is \$138,620.69.

Conclusion

It would benefit Gila County to take advantage of a cooperative agreement that Caterpillar has with the City of Tucson and National IPA which results in a \$36,000 savings for the discounted pricing offered through the City of Tucson contract.

Recommendation

Consolidated Roads recommends that the Board approve the Customer Purchase Agreement with Empire CAT for the purchase of one 2011 928HZ loader in the total amount of \$138,620.69.

Suggested Motion

Information/Discussion/Action to approve a Customer Purchase Agreement between Gila County and Empire CAT for the purchase of one 2011, 928HZ loader, serial numbers: 0CXK01508, 0ARJ10144, 121000363707, 22029071RN, T100800799, in the total amount of \$138,620.69 which includes a trade-in allowance of \$25,000, and added costs for a handling arm, sales tax, warranty and job site delivery of the loader to the County's Star Valley yard. **(Steve Stratton)**

Attachments

Customer Purchase Agreement

Empire quote with NIPA discount

City of Tucson Heavy Equipment RFP

City of Tucson Heavy Equipment RFP Amendment 1

City of Tucson Heavy Equipment RFP-Amendment 2

City of Tucson Proof of Advertising

City of Tucson Contract with CAT

National IPA Terms and Conditions

NIPA Current Participating Agencies

Legal explanation



Notice this Agreement has LKE equipment

Customer Purchase Agreement

Account Manager: Greg Smith

PSR: Billy Masters

DBS Agreement #:

Customer #: 0039225

Date: 4/17/2014

Customer Name: GILA COUNTY EQUIP PURCHASE

Contact: STEVE STRATTON

Contact Phone: 928-425-3231

Address: 1400 E ASH STREET

City|State|ZIP: GLOBE AZ 85501-1483

Phone: 928-468-2801

Invoicing Customer: GILA COUNTY EQUIP PURCHASE - 0039225G

PO #:

Terms: On Account - Customer PO

Special Payment Instructions: Please pay to Empire Exchange LLC and send in care of Empire Southwest, PO Box 2985, Phoenix AZ 85062-2985, Attn: Accounting.

Please include the following information with your payment or wire:

Invoicing Customer: GILA COUNTY EQUIP PURCHASE

Customer Number: 0039225

Agreement Number:

Serial Number(s): 0CXK01508, 0ARJ10144, 121000363707, 22029071RN, T100800799, ,

Delivery Location: YARD

City|State: SHOW LOW, AZ

F.O.B: EMPIRE

Job Site Location: STAR VALLEY, AZ

Bond #:

Cust. Required Delivery Date: 5/1/2014

Freight: Freight will be provided by ETCO and paid for by: Empire

Equipment

Serial Number	Year	Model	ID #	Inv	Make	Description	Sell Price
0CXK01508	2011	928HZ CU	E112314	NF	CATERPILLAR	WHEEL LOADER POWERTRAIN + HYDRAULICS Expires: 10-19-14 12 Months Of Travel Time And Mileage	\$145,500.00
0ARJ10144		928H FC CU	E112314-C	NR	CATERPILLAR	OTHER ATTACHMENT	\$0.00
121000363707		928H IT BU	E112314-I	NR	CATERPILLAR	BUCKET	\$0.00
22029071RN		PL522	E112314-P	XZ	CATERPILLAR	OTHER ATTACHMENT	\$0.00
T100800799		928H FC FK	E110870-F	NR	CATERPILLAR	FORKS	\$0.00
	2014	928HZ			CAT	MATERIAL HANDLING ARM	\$5,421.00
		928HZ			CAT	EXTENDED POWERTRAIN PLUS HYDRAULICS WARRANTY TO 3,000 HOURS OR 10/19/2017	\$2,610.00

Trade-Ins

Year	Make	Model	Serial Number	Rcvd	ID Num	Description	Trade Value	Lien Amount	Net Trade-In
1978	CAT	950	81J12268	<input type="checkbox"/>		WHEEL LOADER	\$25,000.00	\$0.00	\$25,000.00

Notes

PER NATIONAL IPA CONTRACT #NIPA6861

Customer Purchase Agreement

Sub Total:	\$153,531.00
Trade In Value:	(\$25,000.00)
State/County Sales Tax (Navajo 6.10%):	\$7,840.39
City Sales Tax (Mesa 1.75%):	\$2,249.30
Balance Due:	\$138,620.69

Signatures:

Customer

Date

Customer

Date



4/17/14

This document signifies the customer's intent to purchase the equipment listed. The sale by EMPIRE is subject to credit approval and acceptance by sales manager or other company officer. Should the deal be terminated for any reason, the customer agrees to pay parts and labor costs incurred to customize equipment per customer's specifications.

Notice is hereby given that Empire has assigned its rights under this sales contract to Empire Exchange LLC to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.



Gila County
 Wheel Loader 928 Used
 4/2/2014

City Of Tucson #12077 Bid Pricing

Machine	
CAT Machine List	\$180,000
Participant Discount	20%
Machine Price	\$144,000
Work Tools	
CAT Work Tool List	\$0
Participant Discount	0%
Work Tools Price	\$0
Total Bid Price	\$144,000

Savings Summary	
Contract #12077 Bid Price	\$144,000
Empire Southwest Price	\$161,736
Net Savings From Bid	\$17,736

Trade	
Year	1978
Make	CAT
Model	950
Hours	0
Trade Allowance	\$25,000
Allowance Valid Until	5/2/2014

Work Tools	
60" GP Bucket	\$0
60" Bolt On Cutting Edge	\$0
60" Bucket BOT	\$0
Other	\$0
Other	\$0
Other	\$0

Final Price

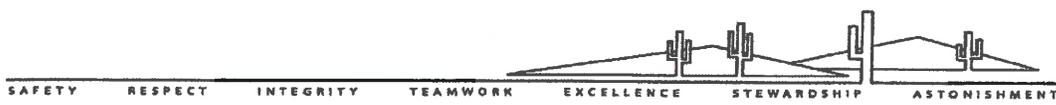
Machine	
CAT Machine List	\$180,000
Participant Discount	20%

Work Tools	
CAT Work Tool List	\$0
Participant Discount	0%

Additional Cost Of Sale	
Standard Prep	\$0
Inbound Freight	\$0
Jobsite Delivery	\$1,500
Travel Time For Warrantable Repairs For 0 Months	\$0
Other	\$0

Items Included in The Price
 ** Remaining Powertrain + Hydraulic Warranty good until 6/25/2015 or up to 5000 hours.

Price	
Sales Price	\$145,500
Less Trade	-\$25,000
Subtotal Price	\$120,500
Tax Rate (Navajo 6.1%)	\$7,351
Tax Rate (Mesa 1.75%)	\$2,108.75
Total Invoice Price	\$129,959



CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 120377
PROPOSAL DUE DATE: NOVEMBER 14, 2011, AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

MATERIAL OR SERVICE: HEAVY EQUIPMENT, PARTS, ACCESSORIES,
SUPPLIES AND RELATED SERVICES

PRE-PROPOSAL CONFERENCE DATE: OCTOBER 27, 2011
TIME: 9:00 A.M. LOCAL AZ TIME
LOCATION: CITY HALL, FINANCE CONFERENCE ROOM
255 W. ALAMEDA, 5TH FLOOR, TUCSON, AZ

CONFERENCE CALL NUMBER: 1-888-394-8197; PASSCODE: 640963

CONTRACT OFFICER: VICTORIA CORTINAS, C.P.M., CPPB
TELEPHONE NUMBER: (520) 837-4140
Victoria.Cortinas@tucsonaz.gov

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may also be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

****NOTICE****

Effective July 1, 2009, the City will no longer mail Notices of available solicitations via the U.S. Postal Service. Email notifications will be provided to those vendors that have updated their vendor record and selected email as their preferred delivery method. For information on how to update your vendor record, please visit www.tucsonprocurement.com, click on What's New? and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

VC/sd

PUBLISH DATE: October 12, 2011

INTRODUCTION/ BACKGROUND

The City of Tucson (herein referred to as the City) is requesting proposals from qualified and experienced firms to provide **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**. The City requires a contractor who provides a diverse and extensive supply of equipment for purchase and/or rental to various locations in the Tucson metropolitan area.

Heavy equipment will include, but not be limited to the following equipment categories: Landfill, Construction, and Material Handling. The City has approximately 150 pieces of heavy equipment that falls under the heavy equipment category.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm(s) that can supply the specified services, supplies, parts, equipment and materials.

NATIONAL CONTRACT REQUIREMENTS

The City, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment A). The City reserves the right to deem submissions that do not include a response to the National IPA documents as non-responsive.

The City anticipates spending approximately \$15 million over the full potential Master Agreement term for heavy equipment. For this fiscal year, the City anticipates purchasing an excavator and a water wagon. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of heavy equipment purchased under the Master Agreement through National IPA is approximately \$100,000,000. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

TENTATIVE SCHEDULE OF EVENTS

To the extent achievable, the following schedule shall govern the review, evaluation and award of the contract. The dates are estimates only and the City reserves the right to modify the dates below as necessary.

Activity	Estimated Finish Date of Activity
RFP Published	October 12, 2011
Pre-proposal conference	October 27, 2011
Proposal due date	November 14, 2011
Review of Proposals by Evaluation Committee and Reference Checks	November 15, 2011 – January 18, 2012
Vendor Interview / Demonstration	December 7-9, 2011
Evaluation Committee's recommendation	January 4, 2012
Final negotiation completed	January 4-10, 2012
Contract award & issuance of purchase order	January 15, 2012

SCOPE OF SERVICES

A. GENERAL REQUIREMENTS

1. **QUALIFIED FIRMS:** Offerors should meet the minimum qualifications:

- a. Have a strong national presence in the heavy equipment industry.
- b. Have a distribution model capable of delivering heavy equipment nationwide.
- c. Have a demonstrated sales presence.
- d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
- e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

2. **PRODUCTION REPORTS:** The Contractor or associated dealer must have the ability to furnish the agency ordering equipment and National IPA MONTHLY progress reports confirming status of delivery dates as agreed upon. These reports shall consist of, but not limited to the following:

- a. Copy of Contractor's order to the factory.
- b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
- c. Factory generated computer status reports.
- d. Notification to the City of any changes in production or shipping dates.
- e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

3. **DELIVERY and DELIVERY DOCUMENTATION:** The following documents are due upon delivery of the completed vehicles to the City:

- a. Invoice

- b. Warranty document
- c. Level 1 Inspection
- d. Required manuals

Upon contract award, the Contractor will be required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the Operations/Fleet Services Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

4. **VEHICLE INSPECTION:** The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the purchasing agency's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.
5. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Training shall be presented in a quality suitable for videotaping. The City reserves the right to videotape part or all of the training provided at no additional cost to the agency.
6. **REPAIRS:** The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at not additional cost to the City, until such time as the City of Tucson places the vehicle in service. Transport of the vehicle will not be delayed more that one working day from date of notification.
7. **WARRANTIES:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship from the date the City places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.
8. **VENDOR SERVICE AND MAINTENANCE:** Contractor will provide and maintain a factory authorized parts and service facility within a reasonable distance to the purchasing location.

For the City, the parts and service facility must be within 125 mile radius of the City of Tucson Price Service Center (4004 S. Park Avenue, 85714). If warranty service is not provided within the Tucson metro area, the Contractor shall be responsible for all costs, including fuel and labor, of transporting vehicle (s) between the City's Price Service Center and the Contractor's service center. The method of transportation must be mutually agreed to by the Contractor and the City prior to transport.

For service calls, the City expects the Contractor to provide a response within 60 minutes.

9. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

1. **EQUIPMENT:** A complete and comprehensive line of Heavy Equipment to support various needs of agencies is requested. The categories include, but are not limited to the following.

Landfill Equipment:

Landfill Dozers
Landfill Compactors
Landfill Scraper

Material Handling

Fork Lift
Crane / Wheeled
Crane / Track

Construction Equipment

Air Compressor
Articulated Dump Truck
Asphalt Cold Planer
Asphalt Rotary Mixer
Bucket Truck
Cement Mixer
Chip Spreader
Crack Sealer
Dozers / Tracked
Dozers / Wheeled
Dump Trucks
Excavators / Tracked
Excavators / Wheeled
Ice Resurfacers
Loaders / Backhoe / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Patcher Truck

Paver / Tracked
Paver / Wheeled
Rollers / Drum / Vibrate
Rollers / wheeled / Pneumatic
Rollers / Drum / Wheeled
Scrapers
Skid Steer Loaders
Soil Compactors
Sweeper / Scrubber
Sweeper / Street
Sweeper / walkway
Trailer / Tilt
Trailer / Flatbed
Trailer / Drop Neck
Trailer / Utility
Trencher
Water Truck
Water Wagon

2. **CURRENT EQUIPMENT AND PRODUCTS:** All equipment and products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
3. **PRICING:** Offerors shall provide a verifiable price index, to include but not limited to a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

C. SERVICE REQUIREMENTS

1. **SERVICES:** The City is interested in inclusion of value-add services. These services may be provided by the authorized manufacturer or dealer and sample categories include, but are not limited to:
 - a. **Repair Services:** The ability to provide repair services through authorized manufacturer's facilities or dealers. Repairs services may include, but not limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, etc.
 - b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines, to include but not limited to, daily scheduled services, daily fuel dispensing, major/ minor machine cleaning, etc.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires a loaner or rental equipment, at no additional cost, if the machine is down for more than 24 hours.
 - c. **Warranties:** The ability to provide a full range of extended warranties.
 - d. **Financing Options:** The ability to provide financing options.
 - e. **Trade-In or Buyback Options:** The ability to trade-in used equipment or obtain a guaranteed buy back price at the time of purchase.
 - f. **Rental:** The ability to rent heavy equipment through the manufacturer or dealer.
 - g. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.
 - h. **Green/Sustainability Program:**
 1. Policies: Efforts and policies pertaining to green and sustainability.
 2. Products: Impact on product offerings.
 3. Distribution: Impact in distribution.
 4. Certifications: The industry recognized certifications and standards obtained.
 - i. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.
 - j. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
 - k. **Other Services/Options:** Other value-add services not included in above categories.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

- E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.
- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
- 9. PROPOSAL/SUBMITTAL FORMAT:** An original and 6 copies (7 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit 3 electronic copies of the complete proposal response on cd, jump drive or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted in a separate file on the cd, jump drive or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror 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, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 21. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
- 22. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 23. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.
- A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
- 24. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.
- 25. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Request for Proposal or Contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
 - E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Price Proposal
- C. Qualifications & Experience

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

- 1. National Program
 - a. Provide a response to the national program include a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract and provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement, example.
- 2. Distribution Network
 - a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have “on-hand” and those that must be ordered.
 - b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.
 - c. Provide the number, size and location of your firm’s manufacturing, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.
 - d. Describe your dealer network and their role in providing products, services, etc. under this contract.
- 3. Product
 - a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:
 - 1. Identification and description of equipment categories offered.
 - 2. Identification and description of sub categories.
 - 3. Identify accessories, parts, services, etc. that are available through the manufacturer.
 - 4. Identify accessories, parts, services, etc. that are available through the authorized dealer.
 - 5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

- b. Describe your warranty program, including
 1. Types of warranties available (by category or equipment)
 2. Describe your warranty claims procedures.
 3. Describe your policy addressing warranty issues related to
 - a. Major Component Failures
 - b. Engineering Deficiencies
 - c. Describe your firm's standard response time to address warranty failure issues.
 - c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.
 - d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.
 - e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.
 - f. Submit all information that will aid the City in evaluating your proposal.

4. Services
 - a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:
 - b. Provide detailed information explaining your service capabilities.
 - c. Provided detailed information explaining the service capabilities of your authorized dealers.
 - d. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?
 - e. Describe your training programs. The proposed training program shall include but not limited to:
 1. How will equipment training be conducted?
 2. Describe the training curriculum for the equipment operators.
 3. Describe the training curriculum for the service technicians.
 4. How will you accommodate various work shifts?
 5. What type of documentation is provided with the proposed training?
 6. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
 - f. Submit any other services information that will aid the City in evaluating your proposal.

5. Ordering and Invoices
 - a. Describe your order process.
 - b. How do agencies work with your firm to determine appropriate equipment needs?
 - c. Describe the equipment delivery process and your delivery commitment.
 - d. What is your standard equipment delivery timeframes?

- e. How does your firm communicate order cut off dates to your customers?
 - f. Identify and describe any exceptions or challenges.
 - g. Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.
 - h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.
 - i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.
 - j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.
6. Other
- a. Describe any government rebate programs applicable.

B. Price Proposal

1. Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.
2. The City's expectation is that the proposed pricing will not include freight. Based on your distribution network, explain how freight is calculated.
3. The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.
4. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.
5. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

6. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.
7. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days.
8. Indicate if payment will be accepted via credit card. _____ Yes _____ No
 - a. If yes, can commercial payment(s) be made online? _____ Yes _____ No
 - b. Will a third party be processing the commercial credit card payment(s)?
_____ Yes _____ No
 - c. If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).

If "no" to above, will consideration be given to accept the card? _____ Yes _____ No
9. Does your firm have a City of Tucson Business License? _____ Yes _____ No
If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications and Experience

1. Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.
2. Describe your dealer network and their role in providing products and services under this contract.
3. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.
4. Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.
5. Please submit any additional information that you feel is applicable to your qualifications and experience.
6. Provide the qualifications of technicians that will be servicing equipment throughout the nation.
7. Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on Method of Approach, Price Proposal and Qualifications & Experience of the stated criteria. For the initial scoring, pricing will be evaluated subjectively by the evaluation committee. However, for final award, the City will request specific pricing for equipment based upon the City's specifications. However, the City may determine that shortlisting is not necessary.

B. Interviews/Demonstrations:

The City reserves the right to conduct interviews and/or product demonstrations with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews and/or demonstrations are not necessary. In the event these are conducted, information provided during the interview and/or demonstration process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview and/or demonstration process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

2. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

3. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

4. **INSURANCE:** The Contractor agrees to:
 - A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

 - B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

 - C. Provide and maintain minimum insurance limits as applicable.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workmen's Compensation Employer's Liability	Statute \$100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	\$1,000,000 Bodily Injury Combined Single Limit \$100,000 Property Damage
Comprehensive Automobile Including: (1) Non-Owned (2) Leased (3) Hired Vehicles	\$1,000,000 Bodily Injury Liability Insurance Combined Single Limit \$100,000 Property Damage

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.
- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
- 24. LICENSES:** 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 as applicable to this Contract.
- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.
- Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.
- The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.
- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former 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 the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form this ____ day of _____, 2011.

Awarded this ____ day of _____, 2011.

As Tucson City Attorney and not personally

Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
As Director of Procurement and not personally

ATTACHMENT A



Requirements for National Cooperative Contract To be Administered by National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for PRODUCT. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2.5% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications within first 10 days
 - ii. Announcement, contract details and contact information published on the company website within first 30 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
 - viii. Dedicated National IPA internet web-based homepage with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B-NATIONAL IPA ADMINISTRATION AGREEMENT**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company (“National IPA”), and _____ (herein “Supplier”).

RECITALS

WHEREAS, the _____ (herein “Principal Procurement Agency”) has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “Master Agreement”), for the purchase of _____ (herein “Product”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT
TERMS AND CONDITIONS**

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

QUARTERLY FEES & MONTHLY REPORTING

10. Supplier shall pay National IPA an administrative fee in the amount of ___% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Administrative fee payments are due within thirty (30) days after the end of each calendar quarter for Contract Sales during such quarter. Administrative fee payments shall be

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

accompanied by a report of Contract Sales for the quarter. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company
National IPA
Attn: President
1600 Westgate Circle
Suite 275
Brentwood, TN 37027

B. Principal Procurement Agency

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Name

Title

Title

Date

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) to be appended and made a part hereof and other public agencies (“Participating Public Agencies”) that register electronically with National Intergovernmental Purchasing Alliance Company (“National IPA”) or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein “Products”);

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

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

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”).

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

Signature

Name

Title

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR

CITY OF COTTAGE GROVE, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF RIDDLE, OR
CITY OF ROSEBURG, OR
CITY OF REDMOND, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WARRENTON, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:

ASCENSION PARISH, LA
ASSOCIATION OF OREGON COUNTIES
BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR

COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:

BEND METRO PARK AND RECREATION DISTRICT
BOARDMAN PARK AND RECREATION DISTRICT

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LOUISIANA PUBLIC SERVICE COMMISSION, LA
MEDFORD WATER COMMISSION
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
PORTLAND DEVELOPMENT COMMISSION, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SOUTHEASTERN LOUISIANAN UNIVERSITY
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT

HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MUL TNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CTY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

Higher Education

ARGOSY UNIVERSITY

BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
DEVRY UNIVERSITY - PORTLAND
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERISTY

State Agencies

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 120377

**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED
SERVICES**

DATE ISSUED: OCTOBER 18, 2011

The referenced document has been modified as per the attached Amendment No. One (1).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: OCTOBER 18, 2011

REQUEST FOR PROPOSAL NO.: 120377
RFP AMENDMENT NO.: ONE (1)
PAGE 1 of 1
RFP DUE DATE: NOVEMBER 14, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

This Request for Proposal is hereby modified as follows:

1. The location of the Pre-Proposal Conference has changed to City of Tucson, Public Works Building, 201 N. Stone Avenue, 4th Floor North Conference Room, Tucson, AZ 85701. The appointment time of 9:00 a.m. Arizona time remains the same.

Please note: There are two parking garages in the vicinity of the Public Works Building. One is just west of the Public Works Building and the other is across the street at the Pima Main Library with both entrances off Alameda Street.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 120377

**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED
SERVICES**

DATE ISSUED: NOVEMBER 3, 2011

The referenced document has been modified as per the attached Amendment No. Two (2).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

VC/swb

**DESIGN & CONSTRUCTION SERVICES, SERVICE CONTRACTING, PURCHASING,
STORES, REPROGRAPHICS, MAIL SERVICES, ADMINISTRATION**
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonprocurement.com

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: NOVEMBER 3, 2011

REQUEST FOR PROPOSAL NO.:120377
RFP AMENDMENT NO.: TWO(2)
PAGE 1 of 3
RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Pursuant to the Pre-Proposal Conference on Friday, October 27, 2011, this Request for Proposal is hereby modified as follows:

1. The City of Tucson has posted Request for Proposal 130377 in Microsoft Word version on our website at http://www.tucsonprocurement.com/bidders_bidopportunities.aspx?Orderby=ContractNum
2. **Due Date:** The Due Date has changed to **Wednesday, November 16, 2011**. Time and location remain the same.
3. Page 2, Introduction/Background, first paragraph, second sentence, Change sentence to read as follows: "The City requires a contractor who provides a diverse and extensive supply of equipment for purchase, **lease** and/or rental to various locations in the Tucson metropolitan area.
4. Page 3, Tentative Schedule of Events, Replace the original schedule with the following (changes are indicated in **bold**):

Activity	Estimated Finish Date of Activity
RFP Published	October 12, 2011
Pre-proposal conference	October 27, 2011
Proposal due date	November 16, 2011
Review of Proposals by Evaluation Committee and Reference Checks	November 17, 2011 – January 13, 2012
Vendor Interview	December 15-16, 2011
Evaluation Committee's recommendation	January 13, 2012
Final negotiation completed	January 19, 2012
Contract award	January 20, 2012

5. Scope of Work, Section A. General Requirements
 - a. Page 4, Item 6. Repairs, Replace this section with the following: If the vehicle requires repairs prior to acceptance, the Contractor will be responsible to transport of equipment to and from his place of business for repairs until such time as the equipment is placed in service, at no additional cost, to the purchasing agency. Transport of the vehicle will not be delayed more that one working day from date of notification.

For the City of Tucson, repair work can be performed on City of Tucson premises. The City's Fleet Services has agreed to offer a service bay in the maintenance facility.

- b. Page 4, Item 8. Vendor Service and Maintenance, second paragraph, Replace entire paragraph with the following "For the City of Tucson, the parts and service facility must be within City of Tucson metropolitan area."

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: NOVEMBER 3, 2011

REQUEST FOR PROPOSAL NO.: 120377
RFP AMENDMENT NO.: TWO (2)
PAGE 2 of 3
RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

6. Scope of Work, Section B. Equipment and Product Requirements

a. Item 1, Equipment, Replace the original heavy equipment categories with the following:

Landfill Equipment

Landfill Dozers
Landfill Compactors
Landfill Scraper

Construction Equipment

Articulated Dump Truck
Dozers / Tracked
Dozers / Wheeled
Dump Trucks
Excavators / Tracked
Excavators / Wheeled
Loaders / Backhoe / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Scrapers
Skid Steer Loaders
Soil Compactors
Trencher
Water Truck
Water Wagon

Material Handling

Crane / Track
Crane / Wheeled
Fork Lift-Straight Mast
Fork Lift – Telescopic-Forward / High
Reach

Pavement Repair/Maintenance

Asphalt Cold Planer
Asphalt Rotary Mixer
Bituminous Distribution Truck
Chip Spreader
Crack Sealer
Patcher Truck
Paver / Tracked
Paver / Wheeled
Rollers / Drum / Wheeled
Rollers / Drum / Vibrate
Rollers / Wheeled / Pneumatic

Sweepers

Sweeper / Scrubber
Sweeper / Street
Sweeper / Walkway

Transport

Trailer / Drop Neck
Trailer / Flatbed
Trailer / Tilt
Trailer / Utility

Miscellaneous

Air Compressor
Bucket Truck
Cement Mixer
Generator / Power Systems
Ice Resurfacer
Tractor / Boom Mower

7. Scope of Work, Section C. Service Requirements

a. Item k, Change section to read: "Lease/Rental: The ability to lease/rent heavy equipment through the manufacturer or dealer."

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: NOVEMBER 3, 2011

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PAGE 3 of 3
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CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

8. Proposal Evaluation Requirements
 - a. Page 10, Section II., A. 2., Add Item e. Describe your shipping process including how equipment is shipped to the customer and how shipping charges are assessed (region, zone, zip code, etc.). It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.
 - b. Page 12, Section B. Price Proposal, Item 1, Add the following:
 - i. Offerors should include pricing for their entire heavy equipment line based upon the categories stated above and not just for the specific pieces of equipment listed.
 - ii. To allow for ordering flexibility, equipment that is mounted to a chassis, Offerors should provide separate pricing structure for the chassis and the truck as well as a total price or price structure for the complete piece of equipment.
 - c. Page 14, Section III, Item B., Change section to read: "Interview: The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process."
9. Page 15, Item 3, FOB Destination Freight Prepaid, Clarification, It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

AFFIDAVIT OF PUBLICATION

State of Hawaii)

) SS:

County of Hawaii)

The City of Tucson, AZ is requesting proposals from qualified and experienced firms to provide HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES (RFP No. 120377). In order to be considered, the Offeror must complete and submit its proposal to the Dept. of Procurement at the location indicated, by the exact date and time indicated in the solicitation documentation available at www.tucsonprocurement.com.

PRE-PROPOSAL CONFERENCE:
Thursday, October 27, 2011 at 9:00 a.m. local time, City Hall, 5th Fl. West, Finance Conference Rm., Tucson, AZ.

PROPOSAL DUE DATE:
MONDAY, NOVEMBER 14, 2011 AT 4:00 P.M. LOCAL TIME. Contact Victoria Cortinas at Victoria.cortinas@tucsonaz.gov.

(38109r1 Hawaii Tribune-Herald: October 17, 2011)

LEILANI K. R. HIGAKI

, being first

duly sworn, deposes and says:

1. That she is the BUSINESS MANAGER of HAWAII TRIBUNE-HERALD, a

newspaper published in the City of HILO, State of Hawaii.

2. That the "The City of Tucson, AZ is requesting proposals... to provide HEAVY EQUIPMENT,...(RFP No. 120377)....etc.,

”

of which a clipping from the newspaper as published is attached hereto, was published in said newspaper on the following date(s) _____

October 17, 2011, (etc.).

38109r1

Leilani K. R. Higaki

Subscribed and sworn to before me

this 21st day of October, 2011.

Sharon H. P. Ogata

SHARON H. P. OGATA

Notary Public, Third Circuit, State of Hawaii

My commission expires October 1, 2012

DJC

921 SW Washington, Suite 210 / Portland, OR 97205
(503)226-1311 FAX (503) 222-5358

STATE OF OREGON, COUNTY OF MULTNOMAH, --ss.

I, MARC CAPLAN, being first duly sworn, depose and say that I am a Manager of the DAILY JOURNAL OF COMMERCE, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the

REQUEST FOR PROPOSALS
CITY OF TUCSON - HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

a printed copy of which is attached, was published in the entire issue of this newspaper for 1 time(s) in the following issues:

10/14/2011.



Subscribed and sworn to before me this 14th day of October, 2011.



CITY OF TUCSON
HEAVY EQUIPMENT, PARTS,
ACCESSORIES, SUPPLIES AND
RELATED SERVICES
Proposals due: 4:00pm, Nov. 14
REQUEST FOR PROPOSALS

The City of Tucson, AZ is requesting proposals from qualified and experienced firms to provide HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES (RFP No. 120377). In order to be considered, the Offeror must complete and submit its proposal to the Dept. of Procurement at the location indicated, by the exact date and time indicated in the solicitation documentation available at www.tucsonprocurement.com

PRE-PROPOSAL CONFERENCE:
 Thursday, October 27, 2011 at 9:00 a.m. local time, City Hall, 5th Fl. West, Finance Conference Rm., Tucson, AZ.

PROPOSAL DUE DATE:
 - MONDAY, NOVEMBER 14, 2011 AT 4:00 P.M. LOCAL TIME.

Contact Victoria Cortinas at Victoria.cortinas@tucsonaz.gov
 Published Oct. 14, 2011. 10178410SB-1t

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE
Attn: TODD BISHOP THEROFF
1600 WESTGATE CIRCLE, SUITE 275
BRENTWOOD, TN 37027

Order No.: 10178410
Client's Reference No.:

THE STATE MEDIA CO., INC.
Columbia, South Carolina
publisher of
The State

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me, Emily Fernandez, Project & Support Supervisor
of THE STATE, and makes oath that the advertisement,

RFP - #120377 – City of Tucson AZ – Heavy equipment, parts, accessories

was inserted in THE STATE, a daily newspaper of general circulation published in
the City of Columbia, State and County aforesaid, in the issue(s) of

October 20, 2011

Emily Fernandez

Subscribed and sworn to before me

on this day October 21, 2011

Evelyn F. Herrema

Notary Public

My commission expires
March 10, 2013

*“Errors- the liability of the publisher on account of errors in
or omissions from any advertisement will in no way exceed
the amount of the charge for the space occupied by the item in
error, and then only for the first incorrect insertion.”*

RFP
The City of Tucson, AZ is requesting proposals from qualified and experienced firms to provide HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES (RFP No. 120377). In order to be considered, the Offeror must complete and submit its proposal to the Dept. of Procurement at the location indicated, by the exact date and time indicated in the solicitation documentation available at www.tucsonprocurement.com.
PRE-PROPOSAL CONFERENCE: Thursday, October 27, 2011 at 9:00 a.m. local time, City Hall, 5th Fl. West, Finance Conference Rm., Tucson, AZ.
PROPOSAL DUE DATE: MONDAY, NOVEMBER 14, 2011 AT 4:00 P.M. LOCAL TIME. Contact Victoria Cortinas at Victoria.cortinas@tucson-az.gov.
15766

Affidavit of Publication

STATE OF WASHINGTON
County of Thurston County

ss.

The undersigned being first duly sworn on oath deposed and says:
That she is the Principal Clerk of The Olympian which is a legal newspaper printed and published in the city of Olympia, Thurston County, Washington: of general circulation in said City, County and State;

that the **Request for Proposals**
In the case of **Heavy Equipment, Parts, Accessories,
Supplies and Related Services RFP#120377 –
National IPA**

of which the attached is a printed copy, was published in said newspaper:

On the	14 th	day of	October	2011
the		day of		2011
the		day of		2011
the		day of		2011
the		day of		2011
the		day of		2011

that the said newspaper was generally circulated during all of said time, and has been published for more than six months prior to the dates of the publication of this legal document, and that said notice was published in the newspaper proper and not in supplement form.

The amount of fee charged for this publication – **\$112.75**

Jenny Nelson
Principal Clerk

Subscribed and sworn to me this 4th day of
November 2011



Jamara J. McGee
Notary Public in and for the State of Washington
Residing at Olympia, Thurston County, Washington

Note – The above affidavit and fee is in compliance with RCW 63.16.030 and Sec. 3, Chapter 34, Laws of 1977.

Legal#1339
The City of Tucson, AZ is requesting proposals from qualified and experienced firms to provide HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES (RFP No. 120377). In order to be considered, the Offeror must complete and submit its proposal to the Dept. of Procurement at the location indicated, by the exact date and time indicated in the solicitation documentation available at www.tucsonprocurement.com.

PRE-PROPOSAL CONFERENCE: Thursday, October 27, 2011 at 9:00 a.m. local time, City Hall, 5th Fl. West, Finance Conference Rm., Tucson, AZ.

PROPOSAL DUE DATE: MONDAY, NOVEMBER 14, 2011 AT 4:00 P.M. LOCAL TIME. Contact Victoria Cortinas at Victoria.cortinas@tucsonaz.gov.

Publish Oct 14, 2011

The Olympian has been appointed as a legal newspaper by order of the Superior Court of the State of Washington for Thurston County, dated July 10, 1941, in the county in which said newspaper is published in accordance with RCW 65.16.020 and RCW 63.16.040.

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: MAY 29, 2013

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: FIVE (5)
PAGE 1 of 1
JM
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to update the discount pricing structure and model changes for Caterpillar Generators.

The Caterpillar Generator participant discount pages shall be replaced with the attached discount schedule dated 05/09/13.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 29 DAY
OF May, 2013, AT TUCSON, ARIZONA.

[Signature] 5-29-2013
Signature Date
JASON WALKER - GOVERNMENTAL SALES
Typed Name and Title
CATERPILLAR
Company Name
100 NE ADAMS
Address
walker-jason-e@cat.com
Email Address
Peoria IL 61629
City State Zip

[Signature]
As Director of Procurement and not personally

Contract #120377 Caterpillar Generator Discounts Effective 05/09/2013

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

Contract Discount	
60 HZ, 40 - 175 kW (Reference the "PSNA-EPG-F_C44PGAN" Caterpillar Price List)	
D40-6 (3 phase)	30%
D50-6 (3 phase)	30%
D60-6 (3 phase)	30%
D80-6 (3 phase)	30%
D100-6 (3 phase)	30%
D40-6S (1 phase)	30%
D50-6S (1 phase)	30%
D60-6S (1 phase)	30%
D80-2S (1 phase)	30%
D100-6S (1 phase)	30%

60 HZ, 40 - 175 kW (Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)	
D125-6 (3 phase)	30%
D150-8 (3 phase)	30%
D175-2 (3 phase)	30%

C8, 60 HZ, 250 - 300 kW (EPA Tier 3 & CARB Emissions Certified)	
(Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)	
200 kW (480 or 240 Volt)*	38%
250 kW (480 or 240 Volt)*	32%
300 kW (480 or 240 Volt)*	32%

*Other Voltages available, but may affect generator output

200 kW (600 Volt)	38%
250 kW (600 Volt)	32%
300 kW (600 Volt)	31%

C15, 60 HZ, 350 - 550 kW (EPA & CARB Emissions Certified (NonRoad); EPA Emissions Certified for Stationary Use)
(Reference the "PSNA-EPG-F_C15PKGG" Caterpillar Price List)

Dealer chooses "For Use with Sound Attenuated Enclosures & Open Packages" or "For Use with Weather Protective Enclosures"

350 kW (480 or 240 Volt)*	34%
400 kW (480 or 240 Volt)*	32%
455 kW Prime Power 600 Volt* Tier 4I	17%
455 kW Prime Power 480 Volt* Tier 4I	17%
455 kW Prime Power 208 Volt* Tier 4I	17%
450 kW (480 or 240 Volt)*	32%
500 kW (480 or 240 Volt)*	32%
550 kW - ESP ** (480 or 240 Volt)*	31%

*Other Voltages available, but may affect generator output

**Emergency Standby Rating ONLY (ESP); maximum 200 hours/year

350 kW (600 Volt)	34%
400 kW (600 Volt)	32%
450 kW (600 Volt)	32%
500 kW (600 Volt)	32%
550 kW - ESP** (600 Volt)	31%

**Emergency Standby Rating ONLY (ESP); maximum 200 hours/year

C18, 60 HZ, 550 - 600 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)
(Reference the "PSNA-EPG-F_C18PKGG" Caterpillar Price List)

550 kW (480 or 240 Volt)*	25%
600 kW (480 or 240 Volt)*	25%

*Other Voltages available, but may affect generator output

550 kW (600 Volt)	25%
600 kW (600 Volt)	25%

C27, 60 HZ, 660 - 800 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F_C27PKGG" Caterpillar Price List)

<u>660 kW (480 or 240 Volt)*</u>	34%
<u>700 kW (480 or 240 Volt)*</u>	34%
<u>725 kW Std Prime Power 480 Volt* Tier 4i</u>	17%
<u>725 kW HD Prime Power 480 Volt* Tier 4i</u>	17%
<u>750 kW (480 or 240 Volt)*</u>	34%
<u>800 kW (480 or 240 Volt)*</u>	34%

*Other Voltages available, but may affect generator output

C32, 60 HZ, 900 - 1000 kW

(Reference the "PSNA-EPG-F_C32PGAG" Caterpillar Price List)

<u>1000 kW (480 or 240 Volt)*</u>	38%
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C32, 60 HZ, 900 - 1000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

<u>1000 kW (480 or 240 Volt)*</u>	38%
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*Other Voltages available, but may affect generator output

3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F_3512PGAG" Caterpillar Price List)

<u>480 V, Standby Rating Only - 1500 kW</u>	34%
<u>12470 V, Standby Rating Only - 1500 kW</u>	34%

3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F_3516PGAL" Caterpillar Price List)

<u>480 V, Standby Rating Only - 2000 kW</u>	34%
<u>12470 V, Standby Rating Only - 2000 kW</u>	34%

3516B, 60 HZ, 2250 kW (EPA Tier 1)

(Reference the "PSNA-EPG-F_3516PGDL" Caterpillar Price List)

<u>Low/Med Voltage - Standby Rating Only - 2250 kW</u>	33%
<u>High Voltage - Standby Rating Only - 2250 kW</u>	33%

3516C HD, 60 HZ, 2500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)

(Reference the "PSNA-EPG-F_3516PGDL" Caterpillar Price List)

<u>Low/Med Voltage - Standby Rating Only - 2500 kW</u>	31%
<u>High Voltage - Standby Rating Only - 2500 kW</u>	31%

G3520, 60 HZ, 2055 and 1900 eKW

(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List)

<u>Low/Med Voltage - 2055 eKW</u>	17%
<u>Low/Med Voltage - 1900 eKW</u>	17%
<u>High Voltage - 2055 eKW</u>	17%
<u>High Voltage - 1900 eKW</u>	17%

C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)

(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)

<u>3000 kW (with Fan Rating)</u>	27%
<u>3100 kW (without Fan Rating)</u>	27%

Natural Gas (Optional LP Vapor) Olympian Generator Sets, 25 - 300 kW (EPA Tier 4 & CARB Emissions Certified)

(Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)

<u>All Ratings from 25 - 300 kW</u>	43%
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XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F_XQ20N" Caterpillar Price List)

<u>20 kW* (3 or 1 phase)</u>	45%
------------------------------	-----

*There are several voltage options available

XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F_XQ30N" Caterpillar Price List)

<u>30 kW* (3 or 1 phase)</u>	45%
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*There are several voltage options available

XQ46N, 60 HZ, 45 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F_XQ45N" Caterpillar Price List)
45 kW* (3 or 1 phase) 45%

*There are several voltage options available

XQ60N, 60 HZ, 60 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ60N" Caterpillar Price List)
60 kW* (3 or 1 phase) 45%

*There are several voltage options available

XQ80N, 60 HZ, 80 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ80N" Caterpillar Price List)
80 kW* (3 phase) 45%

*There are several voltage options available

XQ100N, 80 HZ, 100 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ100N" Caterpillar Price List)
100 kW* (3 phase) 45%

*There are several voltage options available

UPS (Uninterruptible Power Supply)

60 HZ, 40 - 130 kVA (Reference the "UPSB130G" Caterpillar Price List)

UPSB040 (40kVA)	20%
UPSB060 (50 kVA)	20%
UPSB060 (60 kVA)	20%
UPSB080 (80 kVA)	20%
UPSB100 (100 kVA)	20%
UPSB130 (130 kva)	20%

Voltage Indicators / Optional Transformers - 480V / 480V Standard

480V / 208V (40 / 50 kVA)	20%
480V / 208V (60 / 80 kVA)	20%
480V / 208V (100 / 130 kVA)	20%
208V / 208V (40 / 50 kVA)	20%
208V / 208V (60 / 80 kVA)	20%
208V / 208V (100 / 130 kVA)	20%
600V / 208V (40 / 50 kVA)	20%
600V / 208V (60 / 80 kVA)	20%
600V / 208V (100 / 130 kVA)	20%
600V / 600V (40 / 50 kVA)	20%
600V / 600V (60 / 80 kVA)	20%
600V / 600V (100 / 130 kVA)	20%

Input Options - Single Input Standard

Dual Input	20%
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BATTERY CABINET OPTIONS - One (1) Battery Cabinet, Adjacent or Remote

Battery Cabinet Adjacent

150 Adjacent Battery Cabinet	20%
300 Adjacent Battery Cabinet	20%
400 Adjacent Battery Cabinet	20%
490 Adjacent Battery Cabinet	20%

Battery Cabinet Remote

150 Remote Battery Cabinet	20%
300 Remote Battery Cabinet	20%
400 Remote Battery Cabinet	20%
490 Remote Battery Cabinet	20%

Battery Disconnect

175A Battery Disconnect	20%
250A Battery Disconnect	20%
400A Battery Disconnect	20%

AUXILIARY CABINET OPTIONS

Cable Connection Cabinet

Top Entry Cabinet	20%
Bottom Entry Cabinet	20%
Adjacent Maintenance Bypass Cabinet	
Dealer chooses one (1) Maint Bypass, or wall Maint Bypass	
Maintenance Bypass - 480V/480V (40/50 kVA)	20%
Maintenance Bypass - 480V/480V (60/80 kVA)	20%
Maintenance Bypass - 480V/480V (100/130 kVA)	20%
Maintenance Bypass - 480V/208V (40/50 kVA)	20%
Maintenance Bypass - 480V/208V (60/80 kVA)	20%
Maintenance Bypass - 480V/208V (100/130 kVA)	20%
Maintenance Bypass - 208V/208V (40/50 kVA)	20%
Maintenance Bypass - 208V/208V (60/80 kVA)	20%
Maintenance Bypass - 208V/208V (100/130 kVA)	20%
Maintenance Bypass - 600V/208V (40/50 kVA)	20%
Maintenance Bypass - 600V/208V (60/80 kVA)	20%
Maintenance Bypass - 600V/208V (100/130 kVA)	20%
Maintenance Bypass - 600V/600V (40/50 kVA)	20%
Maintenance Bypass - 600V/600V (60/80 kVA)	20%
Maintenance Bypass - 600V/600V (100/130 kVA)	20%
Wall Mount Maintenance Bypass Cabinet	
Maintenance Bypass - 480V/480V (40/50kVA)	20%
Maintenance Bypass - 480V/480V (60/80kVA)	20%
Maintenance Bypass - 480V/480V (100/130kVA)	20%
Maintenance Bypass - 480V/208V (40/50 kVA)	20%
Maintenance Bypass - 480V/208V (60/80 kVA)	20%
Maintenance Bypass - 480V/208V (100/130 kVA)	20%
Maintenance Bypass - 208V/208V	20%
Distribution Cabinet	
480V Adjacent Distribution Cabinet	20%
208V Adjacent Distribution Cabinet	20%
Distribution Cabinet Breakers	
Four 225A CB Panel A	20%
Four 225A CB Panel B	20%
42 Pole Panelboard A	20%
42 Pole Panelboard B	20%

PARALLELING OPTIONS

Paralleling	
Paralleling	20%
Paralleling System Bypass Cabinet	
28" 160kVA Paralleling System Bypass Cabinet	20%
28" 320kVA Paralleling System Bypass Cabinet	20%
42" 160kVA Paralleling System Bypass Cabinet	20%
42" 320kVA Paralleling System Bypass Cabinet	20%
42" 520kVA Paralleling System Bypass Cabinet	20%
Paralleling System Bypass Cabinet Breakers	
4 UPS Paralleling (40/50/60/80 kVA)	20%
3 UPS Paralleling (100/130 kVA)	20%
3 UPS Paralleling (40/50/60/80 kVA)	20%
3 UPS Paralleling (100/130 kVA)	20%
4 UPS Paralleling (40/50/60/80 kVA)	20%
4 UPS Paralleling (100/130 kVA)	20%

COMMUNICATIONS

External Sync	
External Sync Box	20%
External Sync Card	20%
Additional Communications Protocol	
Alarm Relay Card	20%
Environment Sensor for Network Management C	20%
Remote Summary Alarm Panel	20%

MOUNTING

Seismic Kit

UPS Cabinet & 26/32W Battery Cabinet	20%
UPS Cabinet & 48W Battery Cabinet	20%
Adjacent Auxiliary Cabinet	20%

Flywheel Options

(Reference the "UPS300AG" Caterpillar Price List)

UP0150A - UPS 150 480V 60HZ	20%
UP0300A - UPS 300 480V 60HZ	20%
UP300EA - UPS 300 480V 60HZ	20%
UP0600A - UPS 600 480V 60HZ	20%
UP0900A - UPS 900 480V 60HZ	20%
UP1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansio	20%

ATS (AUTOMATIC TRANSFER SWITCHES)

ATC-40-2, NEMA1	20%
ATC-40-3, NEMA1	20%
ATC-40-4, NEMA1	20%
ATC-80-2, NEMA1	20%
ATC-80-3, NEMA1	20%
ATC-80-4, NEMA1	20%
ATC-100-2, NEMA1	20%
ATC-100-3, NEMA1	20%
ATC-100-4, NEMA1	20%
ATC-150-2, NEMA1	20%
ATC-150-3, NEMA1	20%
ATC-150-4, NEMA1	20%
ATC-200-2, NEMA1	20%
ATC-200-3, NEMA1	20%
ATC-200-4, NEMA1	20%
ATC-225-2, NEMA1	20%
ATC-225-3, NEMA1	20%
ATC-225-4, NEMA1	20%
ATC-280-2, NEMA1	20%
ATC-280-3, NEMA1	20%
ATC-280-4, NEMA1	20%
ATC-400-2, NEMA1	20%
ATC-400-3, NEMA1	20%
ATC-400-4, NEMA1	20%
CTG-600-2, NEMA1	20%
CTG-600-3, NEMA1	20%
CTG-600-4, NEMA1	20%
CTG-800-2, NEMA1	20%
CTG-800-3, NEMA1	20%
CTG-800-4, NEMA1	20%
CTG-1000-2, NEMA1	20%
CTG-1000-3, NEMA1	20%
CTG-1000-4, NEMA1	20%
CTG-1200-2, NEMA1	20%
CTG-1200-3, NEMA1	20%
CTG-1200-4, NEMA1	20%
CTG-1600-3, NEMA1	20%
CTG-1600-4, NEMA1	20%
CTG-2000-3, NEMA1	20%
CTG-2000-4, NEMA1	20%
CTG-2600-3, NEMA1	20%
CTG-2600-4, NEMA1	20%
CTG-3000-3, NEMA1	20%
CTG-3000-4, NEMA1	20%

ATC-40-2, NEMA3	20%
ATC-40-3, NEMA3	20%

ATC-40-4, NEMA3	20%
ATC-80-2, NEMA3	20%
ATC-80-3, NEMA3	20%
ATC-80-4, NEMA3	20%
ATC-100-2, NEMA3	20%
ATC-100-3, NEMA3	20%
ATC-100-4, NEMA3	20%
ATC-150-2, NEMA3	20%
ATC-150-3, NEMA3	20%
ATC-150-4, NEMA3	20%
ATC-200-2, NEMA3	20%
ATC-200-3, NEMA3	20%
ATC-200-4, NEMA3	20%
ATC-225-2, NEMA3	20%
ATC-225-3, NEMA3	20%
ATC-225-4, NEMA3	20%
ATC-260-2, NEMA3	20%
ATC-260-3, NEMA3	20%
ATC-260-4, NEMA3	20%
ATC-400-2, NEMA3	20%
ATC-400-3, NEMA3	20%
ATC-400-4, NEMA3	20%
CTG-600-2, NEMA3	20%
CTG-600-3, NEMA3	20%
CTG-600-4, NEMA3	20%
CTG-800-2, NEMA3	20%
CTG-800-3, NEMA3	20%
CTG-800-4, NEMA3	20%
CTG-1000-2, NEMA3	20%
CTG-1000-3, NEMA3	20%
CTG-1000-4, NEMA3	20%
CTG-1200-2, NEMA3	20%
CTG-1200-3, NEMA3	20%
CTG-1200-4, NEMA3	20%
CTG-1600-3, NEMA3	20%
CTG-1600-4, NEMA3	20%
CTG-2000-3, NEMA3	20%
CTG-2000-4, NEMA3	20%
CTG-2600-3, NEMA3	20%
CTG-2600-4, NEMA3	20%
CTG-3000-3, NEMA3	20%
CTG-3000-4, NEMA3	20%

Delayed Transition	20%
ATCD-40-2, NEMA1	20%
ATCD-40-3, NEMA1	20%
ATCD-40-4, NEMA1	20%
ATCD-80-2, NEMA1	20%
ATCD-80-3, NEMA1	20%
ATCD-80-4, NEMA1	20%
ATCD-100-2, NEMA1	20%
ATCD-100-3, NEMA1	20%
ATCD-100-4, NEMA1	20%
ATCD-150-2, NEMA1	20%
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ATCD-150-4, NEMA1	20%
ATCD-225-2, NEMA1	20%
ATCD-225-3, NEMA1	20%
ATCD-225-4, NEMA1	20%
ATCD-260-2, NEMA1	20%
ATCD-260-3, NEMA1	20%
ATCD-260-4, NEMA1	20%
ATCD-400-2, NEMA1	20%

ATCD-400-3, NEMA1	20%
ATCD-400-4, NEMA1	20%
ATCD-600-2, NEMA1	20%
ATCD-600-3, NEMA1	20%
ATCD-600-4, NEMA1	20%
ATCD-800-2, NEMA1	20%
ATCD-800-3, NEMA1	20%
ATCD-800-4, NEMA1	20%
ATCD-1000-2, NEMA1	20%
ATCD-1000-3, NEMA1	20%
ATCD-1000-4, NEMA1	20%
ATCD-1200-2, NEMA1	20%
ATCD-1200-3, NEMA1	20%
ATCD-1200-4, NEMA1	20%
CTGD-1600-3, NEMA1	20%
CTGD-1600-4, NEMA1	20%
CTGD-2000-3, NEMA1	20%
CTGD-2000-4, NEMA1	20%
CTGD-2600-3, NEMA1	20%
CTGD-2600-4, NEMA1	20%
CTGD-3000-3, NEMA1	20%
CTGD-3000-4, NEMA1	20%
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ATCD-40-3, NEMA3	20%
ATCD-40-4, NEMA3	20%
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ATCD-100-3, NEMA3	20%
ATCD-100-4, NEMA3	20%
ATCD-150-2, NEMA3	20%
ATCD-150-3, NEMA3	20%
ATCD-150-4, NEMA3	20%
ATCD-225-2, NEMA3	20%
ATCD-225-3, NEMA3	20%
ATCD-225-4, NEMA3	20%
ATCD-260-2, NEMA3	20%
ATCD-260-3, NEMA3	20%
ATCD-260-4, NEMA3	20%
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ATCD-400-3, NEMA3	20%
ATCD-400-4, NEMA3	20%
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ATCD-600-3, NEMA3	20%
ATCD-600-4, NEMA3	20%
ATCD-800-2, NEMA3	20%
ATCD-800-3, NEMA3	20%
ATCD-800-4, NEMA3	20%
ATCD-1000-2, NEMA3	20%
ATCD-1000-3, NEMA3	20%
ATCD-1000-4, NEMA3	20%
ATCD-1200-2, NEMA3	20%
ATCD-1200-3, NEMA3	20%
ATCD-1200-4, NEMA3	20%
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CTGD-1600-4, NEMA3	20%
CTGD-2000-3, NEMA3	20%
CTGD-2000-4, NEMA3	20%
CTGD-2600-3, NEMA3	20%
CTGD-2600-4, NEMA3	20%
CTGD-3000-3, NEMA3	20%

CTGD-3000-4, NEMA3	20%
	20%
MCCB ATC	20%
ATV-40-2, NEMA1	20%
ATV-40-3, NEMA1	20%
ATV-40-4, NEMA1	20%
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ATV-70-3, NEMA1	20%
ATV-70-4, NEMA1	20%
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ATV-100-3, NEMA1	20%
ATV-100-4, NEMA1	20%
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ATV-150-3, NEMA1	20%
ATV-150-4, NEMA1	20%
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ATV-200-3, NEMA1	20%
ATV-200-4, NEMA1	20%
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ATV-225-3, NEMA1	20%
ATV-225-4, NEMA1	20%
ATV-300-2, NEMA1	20%
ATV-300-3, NEMA1	20%
ATV-300-4, NEMA1	20%
ATV-400-2, NEMA1	20%
ATV-400-3, NEMA1	20%
ATV-400-4, NEMA1	20%
ATV-600-2, NEMA1	20%
ATV-600-3, NEMA1	20%
ATV-600-4, NEMA1	20%
ATV-800-2, NEMA1	20%
ATV-800-3, NEMA1	20%
ATV-800-4, NEMA1	20%
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ATV-1000-4, NEMA1	20%
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ATV-800-4, NEMA3	20%
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ATV-1000-3, NEMA3	20%
ATV-1000-4, NEMA3	20%
	20%
Bypass Isolation	20%
BIC-100-2, NEMA1	20%
BIC-100-3, NEMA1	20%
BIC-100-4, NEMA1	20%
BIC-150-2, NEMA1	20%
BIC-150-3, NEMA1	20%
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BIC-225-3, NEMA1	20%
BIC-225-4, NEMA1	20%
BIC-260-2, NEMA1	20%
BIC-260-3, NEMA1	20%
BIC-260-4, NEMA1	20%
BIC-400-2, NEMA1	20%
BIC-400-3, NEMA1	20%
BIC-400-4, NEMA1	20%
BIC-600-3, NEMA1	20%
BIC-600-4, NEMA1	20%
BIC-800-3, NEMA1	20%
BIC-800-4, NEMA1	20%
BIC-1000-3, NEMA1	20%
BIC-1000-4, NEMA1	20%
BIC-1200-3, NEMA1	20%
BIC-1200-4, NEMA1	20%
CBTS-1600-3, NEMA1	20%
CBTS-1600-4, NEMA1	20%
CBTS-2000-3, NEMA1	20%
CBTS-2000-4, NEMA1	20%
CBTS-3000-3, NEMA1	20%
CBTS-3000-4, NEMA1	20%
CBTS-4000-3, NEMA1	20%
CBTS-4000-4, NEMA1	20%
	20%
Bypass Isolation Delayed Transition	20%
BICD-100-2, NEMA1	20%
BICD-100-3, NEMA1	20%
BICD-100-4, NEMA1	20%
BICD-150-2, NEMA1	20%
BICD-150-3, NEMA1	20%
BICD-150-4, NEMA1	20%
BICD-225-2, NEMA1	20%
BICD-225-3, NEMA1	20%
BICD-225-4, NEMA1	20%
BICD-260-2, NEMA1	20%
BICD-260-3, NEMA1	20%
BICD-260-4, NEMA1	20%
BICD-400-2, NEMA1	20%
BICD-400-3, NEMA1	20%
BICD-400-4, NEMA1	20%
BICD-600-2, NEMA1	20%
BICD-600-3, NEMA1	20%
BICD-600-4, NEMA1	20%
BICD-800-3, NEMA1	20%
BICD-800-4, NEMA1	20%
BICD-1000-3, NEMA1	20%

BICD-1000-4, NEMA1	20%
BICD-1200-3, NEMA1	20%
BICD-1200-4, NEMA1	20%
CBTSD-1600-3, NEMA1	20%
CBTSD-1600-4, NEMA1	20%
CBTSD-2000-3, NEMA1	20%
CBTSD-2000-4, NEMA1	20%
CBTSD-3000-3, NEMA1	20%
CBTSD-3000-4, NEMA1	20%
CBTSD-4000-3, NEMA1	20%
CBTSD-4000-4, NEMA1	20%

Open Transition - Residential

CTX-40-2, NEMA1	20%
CTX-40-3, NEMA1	20%
CTX-40-4, NEMA1	20%
CTX-80-2, NEMA1	20%
CTX-80-3, NEMA1	20%
CTX-80-4, NEMA1	20%
CTX-100-2, NEMA1	20%
CTX-100-3, NEMA1	20%
CTX-100-4, NEMA1	20%
CTX-150-2, NEMA1	20%
CTX-150-3, NEMA1	20%
CTX-150-4, NEMA1	20%
CTX-200-2, NEMA1	20%
CTX-200-3, NEMA1	20%
CTX-200-4, NEMA1	20%
CTX-225-2, NEMA1	20%
CTX-225-3, NEMA1	20%
CTX-225-4, NEMA1	20%
CTX-300-2, NEMA1	20%
CTX-300-3, NEMA1	20%
CTX-300-4, NEMA1	20%
CTX-400-2, NEMA1	20%
CTX-400-3, NEMA1	20%
CTX-400-4, NEMA1	20%

CTX-40-2, NEMA3	20%
CTX-40-3, NEMA3	20%
CTX-40-4, NEMA3	20%
CTX-80-2, NEMA3	20%
CTX-80-3, NEMA3	20%
CTX-80-4, NEMA3	20%
CTX-100-2, NEMA3	20%
CTX-100-3, NEMA3	20%
CTX-100-4, NEMA3	20%
CTX-150-2, NEMA3	20%
CTX-150-3, NEMA3	20%
CTX-150-4, NEMA3	20%
CTX-200-2, NEMA3	20%
CTX-200-3, NEMA3	20%
CTX-200-4, NEMA3	20%
CTX-225-2, NEMA3	20%
CTX-225-3, NEMA3	20%
CTX-225-4, NEMA3	20%
CTX-300-2, NEMA3	20%
CTX-300-3, NEMA3	20%
CTX-300-4, NEMA3	20%
CTX-400-2, NEMA3	20%
CTX-400-3, NEMA3	20%
CTX-400-4, NEMA3	20%

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: MARCH 12, 2013

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: FOUR (4)
PAGE 1 of 1
JM
CONTRACT OFFICER: RAY VALDEZ

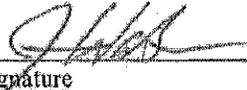
THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

Pursuant to Contract No. 120377, Special Terms and Conditions, Section 5, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 1, 2013 through April 30, 2014.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature _____ Date 3-12-2013

Jason Walker - Governmental Sales
Typed Name and Title

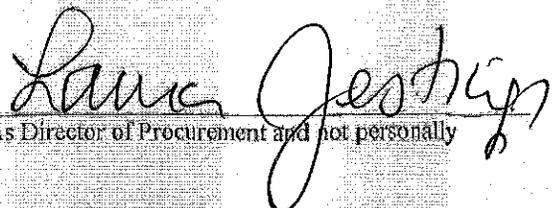
Caterpillar Inc.
Company Name

100 NE Adams
Address

walker_jason_e@cat.com
Email Address

Peoria Illinois 61629-1345
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 18 DAY OF March, 2013, AT TUCSON, ARIZONA.


As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: JANUARY 4, 2013

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: THREE (3)
PAGE 1 of 1
SD
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to update the discount pricing structure with 2013 model changes as well as changes to the freight matrix:

PARTICIPANT DISCOUNT PAGES AND FREIGHT MATRIX, shall be replaced with the attached discount pages freight matrix dated 01/01/2013.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature _____ Date 1-7-2013

JASON WALKER - GOVERNMENTAL SALES
Typed Name and Title

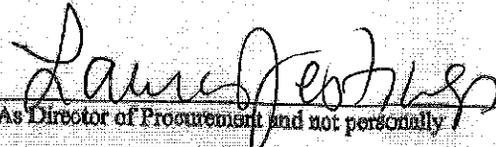
CATERPILLAR
Company Name

100 N6 ROOM 3
Address

WALKER - JASON - C @ CAT.COM
Email Address

PEORIA IL 61629
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 8 DAY
OF Jan, 2013, AT TUCSON, ARIZONA.


As Director of Procurement and not personally

Caterpillar Product and Service Pricing

<u>Model</u>	<u>Minimum Member Discount</u>
Articulated Trucks	14%
Backhoe Loaders	21%
Generators	17% - 50%
Integrated Tool Carriers	21% - 26%
Landfill Compactors	14%
Motor Graders	23% - 37%
Paving Products	14% - 18%
Skid Steer Loaders	16%
Towed Scrapers	15%
Track Excavators	12% - 25%
Track Loaders	20% - 23%
Track Type Tractors	10% - 25%
Tractor Scrapers	15% - 17%
Vocational Trucks	23%
Wheel Dozers	15%
Wheel Loaders	12% - 26%
Wheeled Excavators	32% - 35%
Work tools	15%

The following items are also available under the contract:

- Financing Options
- Used Equipment - subject to availability, 20% discount off the original list price of used Caterpillar equipment that is currently in the Cat Dealers rental fleet, excluding vocational trucks and work tools
- Used Vocational Trucks & Work Tools - pricing to be negotiated with local participating dealer
- Rentals - product and service pricing to be negotiated with local participating dealer
- Accessories/Allied Products (trailers, etc.) - product pricing to be negotiated with local participating dealer
- Parts - product pricing to be negotiated with local participating dealer
- Service/Repair - product pricing to be negotiated with local participating dealer
- Extended Warranties - product pricing to be negotiated with local participating dealer
- Maintenance Agreements - product pricing to be negotiated with local participating dealer
- Trade-In or Buyback Options - to be negotiated with local participating dealer

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	Unit	Ship From	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
			DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA LA, AK, MS	
Asphalt Pavers													
	Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
	AP255	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
	AP500	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
	AP555	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
	AP600	6	\$5,346	\$7,398	\$5,550	\$4,410	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
	AP650	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
	AP655	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
	AP800	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
	AP1000	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
	AP1050	6	\$5,760	\$8,322	\$5,958	\$4,650	\$6,942	\$3,060	\$5,472	\$7,002	\$7,506	\$4,162	\$6,600
	AP1055	6	\$5,760	\$8,546	\$6,054	\$4,746	\$6,990	\$3,222	\$5,538	\$7,002	\$7,506	\$4,152	\$6,642
Asphalt Compactors													
	Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
	CB14	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CB22	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CB24	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CB32	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
	CB34	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
	CB54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CB64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CB434	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CB534	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CB564	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CC24	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CC34	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
	CD44	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CD54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
Soil Compactors													
	Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
	CS44	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CS54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
	CS56	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
NJPA Contract	CS64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA LA, AK, MS	
CS74	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS76	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS323	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CS423	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS433	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP44		\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP56	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP76	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP323	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CP433	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

Track Type Tractors

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
D3K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D4K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D5K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D6K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D6N	5	\$3,809	\$5,175	\$2,942	\$4,364	\$1,314	\$6,527	\$6,969	\$9,296	\$9,061	\$5,724	\$3,232
	11	\$5,250	\$7,458	\$5,219	\$4,943	\$3,232	\$5,128	\$4,899	\$6,917	\$6,260	\$3,767	\$3,290
D6T	4	\$4,906	\$6,624	\$4,796	\$2,795	\$5,796	\$4,644	\$7,121	\$9,722	\$9,294	\$3,036	\$5,658
D7R	4	\$5,490	\$7,440	\$5,400	\$2,862	\$6,600	\$5,040	\$7,182	\$10,998	\$10,470	\$3,432	\$6,448
D7E	4	\$5,490	\$7,440	\$5,400	\$2,862	\$6,600	\$5,040	\$7,182	\$10,998	\$10,470	\$3,432	\$6,448
D8T	4	\$6,792	\$9,180	\$6,690	\$3,510	\$8,280	\$6,030	\$8,682	\$14,040	\$15,750	\$4,782	\$7,800
D9T	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
D10T	4	\$8,321	\$15,931	\$9,984	\$6,823	\$15,277	\$10,637	\$15,346	\$20,653	\$21,052	\$7,790	\$13,058

Integrated Tool Carriers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
IT14	3	\$2,122	\$3,394	\$2,327	\$1,958	\$2,462	\$4,166	\$5,678	\$7,597	\$7,231	\$3,720	\$3,796
IT38	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
IT62	3	\$3,101	\$5,015	\$3,319	\$3,257	\$3,654	\$6,436	\$8,813	\$11,541	\$10,739	\$6,142	\$6,515

WPA Contract Wheeled Excavators

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	Ship From	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
M313	5	\$4,583	\$6,726	\$3,116	\$5,453	\$1,944	\$7,884	\$8,651	\$14,604	\$12,650	\$6,071	\$6,230
	11	\$8,066	\$10,122	\$4,218	\$6,353	\$4,944	\$6,006	\$6,048	\$10,991	\$8,321	\$4,666	\$2,976
M315	5	\$4,639	\$6,809	\$3,154	\$5,520	\$1,968	\$7,980	\$8,758	\$14,784	\$12,806	\$6,145	\$6,307
	11	\$8,171	\$8,939	\$4,272	\$6,436	\$5,008	\$6,084	\$6,126	\$11,134	\$8,429	\$4,727	\$3,013
M316	5	\$4,651	\$6,826	\$3,161	\$5,533	\$1,973	\$7,999	\$8,778	\$14,820	\$12,838	\$6,160	\$6,323
	11	\$8,213	\$10,306	\$4,294	\$6,468	\$5,033	\$6,115	\$6,534	\$11,190	\$8,472	\$4,752	\$3,030
M318	5	\$4,786	\$7,025	\$3,253	\$5,695	\$2,030	\$8,233	\$9,035	\$15,253	\$13,212	\$6,340	\$6,506
	11	\$8,443	\$10,595	\$4,416	\$6,650	\$5,174	\$6,287	\$6,330	\$11,504	\$8,710	\$4,884	\$3,114
M322	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
Cold Planners												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PM102	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
PM200	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
PM201	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
Pneumatic Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PS150	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
PS360	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
Rotary Mixers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
RM300	6	\$5,380	\$7,034	\$4,850	\$3,802	\$6,535	\$2,663	\$4,375	\$6,071	\$6,792	\$2,218	\$4,294
RM500	6	\$5,674	\$7,444	\$5,118	\$2,074	\$6,894	\$2,809	\$4,812	\$6,403	\$7,165	\$2,339	\$4,529
Towed Scrapers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
TS180	4	\$2,939	\$3,828	\$3,476	\$1,801	\$4,339	\$1,974	\$4,059	\$4,963	\$5,194	\$2,213	\$3,712
TS220	4	\$2,939	\$3,828	\$3,476	\$1,801	\$4,339	\$1,974	\$4,059	\$4,963	\$5,194	\$2,213	\$3,712
Motor Graders												
Unit	Ship From	1	2	3	4	5	6	8	9	10	11	
12	4	\$3,564	\$5,219	\$3,006	\$1,968	\$4,762	\$3,702	\$5,026	\$7,913	\$7,894	\$2,113	\$3,948
14	4	\$4,310	\$6,313	\$3,636	\$2,380	\$5,760	\$4,478	\$6,079	\$9,572	\$9,548	\$2,556	\$4,774
120	4	\$3,449	\$5,051	\$2,909	\$1,904	\$4,608	\$3,582	\$4,864	\$7,657	\$7,639	\$2,045	\$3,820
140	4	\$3,564	\$5,219	\$3,006	\$1,968	\$4,762	\$3,702	\$5,026	\$7,913	\$7,894	\$2,113	\$3,948
NJPA Contract 160	4	\$3,576	\$5,243	\$3,054	\$1,992	\$4,795	\$3,720	\$5,046	\$7,924	\$7,932	\$2,140	\$3,966

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	Ship From	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
Skid Steer Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
216	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
226	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
232	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
236	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
242	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
246	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
248	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
252	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
256	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
262	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
268	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
272	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
Multi Terrain Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
227	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
247	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
257	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
267	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
277	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
287	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
297	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
Compact Track Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
259	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
279	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
289	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
299	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
Hydraulic Excavators												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
300.9	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.4	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
NJPA Contract	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA LA, AK, MS	
301.5	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.6	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.7	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.8	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
302.4	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
302.5	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
302.7	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
303	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
303.5	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
304	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
305	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
305.5	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
307	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
308	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
311	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
312	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
313	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
NJPA Contract	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
315	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
316	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
318	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
319	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
320	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
321	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
322	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
324	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
325	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
328	4	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
329	4	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
330	4	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
336	4	\$6,612	\$9,671	\$5,510	\$4,140	\$8,762	\$6,289	\$9,155	\$14,395	\$14,382	\$4,133	\$7,253
345	4	\$6,612	\$9,671	\$5,510	\$4,140	\$8,762	\$6,289	\$9,155	\$14,395	\$14,382	\$4,133	\$7,253
349	4	\$7,934	\$11,605	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$4,960	\$8,704
349	4	\$7,934	\$11,605	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$4,960	\$8,704

Backhoe Loaders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
414	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
416	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
420	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
430	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
450	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

Wheel Tractor Scrapers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
NJPA Contract 615	4	\$2,472	\$3,698	\$2,040	\$1,460	\$3,190	\$2,602	\$3,571	\$4,843	\$5,052	\$1,950	\$2,878

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	Ship From	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
615	4	\$4,639	\$6,792	\$4,256	\$2,488	\$6,545	\$4,558	\$6,574	\$10,020	\$10,214	\$3,320	\$5,594
621	4	\$6,304	\$9,229	\$5,784	\$3,953	\$8,893	\$6,192	\$8,933	\$13,616	\$13,880	\$4,513	\$7,602
623	4	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447
627	4	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447
Articulated Trucks												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
725	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
730	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$1,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
735	5	\$5,578	\$8,188	\$3,792	\$6,637	\$2,366	\$9,595	\$10,530	\$17,778	\$15,406	\$7,390	\$7,584
	11	\$10,328	\$12,961	\$5,402	\$8,134	\$6,331	\$7,691	\$7,744	\$14,074	\$10,654	\$5,975	\$3,810
740	5	\$5,748	\$8,436	\$3,907	\$6,839	\$3,658	\$9,887	\$10,850	\$18,318	\$15,868	\$7,613	\$7,814
	11	\$10,643	\$13,356	\$5,566	\$8,382	\$6,523	\$7,925	\$7,980	\$15,366	\$13,140	\$7,290	\$3,926
Wheeled Dozers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
814	4	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
824	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
824(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562
Landfill Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
816	4	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
826	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
826(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562
836	4	\$15,150	\$20,477	\$12,833	\$8,770	\$19,732	\$13,739	\$18,187	\$25,250	\$25,738	\$10,012	\$15,481
836(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562
Wheel Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
904	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
904	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
904	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
906	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
906	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
906	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
NJPA Contract 907	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
907	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
907	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
908	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
908	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
908	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
914	1	\$2,853	\$4,015	\$2,789	\$3,158	\$2,789	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
914	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
914	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
924	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
928	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
930	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
938	4	\$3,962	\$5,800	\$3,635	\$2,124	\$5,589	\$3,892	\$5,614	\$8,557	\$8,723	\$2,836	\$4,778
950	4	\$4,027	\$5,897	\$3,696	\$2,160	\$5,683	\$3,956	\$5,708	\$8,700	\$8,868	\$2,883	\$4,856
962	4	\$4,027	\$5,897	\$3,696	\$2,160	\$5,683	\$3,956	\$5,708	\$8,700	\$8,868	\$2,883	\$4,856
966	4	\$4,239	\$6,322	\$3,962	\$2,316	\$6,093	\$4,242	\$6,119	\$9,327	\$9,507	\$3,090	\$5,208
972	4	\$4,860	\$7,114	\$4,459	\$2,605	\$6,856	\$4,775	\$6,886	\$10,498	\$10,699	\$3,479	\$5,861
980	4	\$11,983	\$17,625	\$9,283	\$10,161	\$10,577	\$6,504	\$8,578	\$18,791	\$20,084	\$5,044	\$9,952

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
953	5	\$2,546	\$3,820	\$1,654	\$2,558	\$1,200	\$4,184	\$4,699	\$7,031	\$6,403	\$2,923	\$3,230
	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
963	5	\$3,395	\$4,982	\$2,191	\$3,838	\$1,440	\$5,546	\$6,088	\$10,277	\$8,902	\$4,271	\$4,385
	11	\$6,286	\$7,888	\$3,124	\$4,703	\$3,660	\$4,446	\$4,477	\$8,136	\$6,158	\$3,454	\$2,202
973	5	\$3,858	\$4,944	\$2,623	\$4,591	\$1,637	\$6,637	\$7,284	\$12,296	\$10,651	\$5,111	\$5,246
	11	\$7,145	\$8,965	\$3,736	\$5,627	\$4,379	\$5,320	\$5,357	\$9,734	\$7,369	\$4,133	\$2,635

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CT660	11	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: OCTOBER 26, 2012

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: TWO (2)
PAGE 1 of 1
SD
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to add the following changes to the Dealer Services Section of the contract:

SCOPE OF SERVICES, Page 4 of 13, Dealer Services, last paragraph shall be replaced with the following 2 paragraphs:

For additional dealer services, agencies should contact their local participating dealer for accessories, parts, services, and other non-CAT heavy equipment. Pricing for non-CAT accessories, parts or equipment are determined by each local participating dealer.

In the event a heavy-equipment solution is not offered by Caterpillar, the local participating dealer may offer non-CAT heavy equipment to help meet the heavy-equipment needs of the agency. By offering the non-Cat equipment, the local participating dealer shall assume and be responsible for all contractual obligations outlined in Contract #120377 for said items.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature _____ Date 11/1/2012

Jason Walker - Governmental Sales
Typed Name and Title

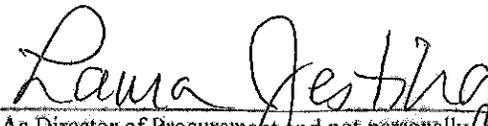
Caterpillar
Company Name

100 NE Adams
Address

Walker_jason_e@cat.com
Email Address

Peoria Illinois 61629
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 2 DAY OF Nov, 2012, AT TUCSON, ARIZONA.


As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: AUGUST 16, 2012

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: ONE (1)
PAGE 1 of 1
SD
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

The referenced contract has been amended to add the following:

The Caterpillar product line has been expanded to include the D9 and D10 model Track-Type Tractors.

The attached Caterpillar Equipment Discount structure and Equipment Freight matrix dated 08/09/12 hereby replaces the discount structure and freight matrix included in Attachment A of the contract.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 29 DAY OF Aug, 2012, AT TUCSON, ARIZONA.



Signature Date
Jason Walker - Governmental Sales

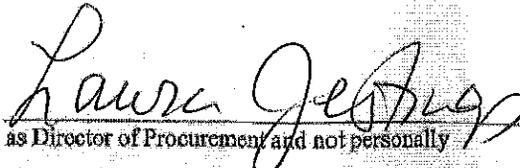
Typed Name and Title
Caterpillar

Company Name
100 NE Adams

Address
Walker Jason_C@cat.com

Email Address
Peoria IL 61629

City State Zip



as Director of Procurement and not personally



CITY OF TUCSON CONTRACT #120377

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

THIS CONTRACT is made and entered into this 1st day of May, 2012, by and between the **CITY OF TUCSON**, hereinafter referred to as the "City", and **CATERPILLAR, INC.**, hereinafter referred to as the "Contractor" for **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**.

For this Contract, the City, as the Principal Procurement Agency, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the Contract available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Contract by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program.

SCOPE OF SERVICES

PRODUCT OFFERING

The products offered under this Contract are identified in **Attachment A: Caterpillar Equipment Discounts and Freight**. For more information on these specific products, go to www.cat.com.

Understanding that Cat Dealers have been developing and maintaining customers relationships at the local level for more than 80 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Cat Dealer that will quote, deliver, and support the products in this contract.

On the www.Cat.com site, customers can find their local supporting Cat Dealer as well as price out a machine using the Build and Price function, locate used equipment, and review financing options. Through the local Cat Dealer, customers can also subscribe to a variety of equipment management solutions which include equipment security management, health monitoring as well as a full host of online technical service manuals and parts databases.

Cat Dealers have application specialists that can help an agency identify the best equipment option to fit the customer's application. Once a need has been identified, it would be in the customer's best interest to consult with the local Cat Dealer to develop the best possible solution. Should additional expertise be required, Caterpillar has additional resources within the enterprise that can also provide assistance to ensure the most favorable outcome.

Depending on Cat Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In general Cat Dealers have been able to commit to a less than 90 day delivery timeframes.

Any questions with regards to a customer order will be addressed by the local supporting Cat Dealer. Should a US military equipment order be placed at the factory it will take precedence over

any other customer order which may delay the actual delivery of any non-military orders to the end user.

PRICING

Pricing under this contract is listed in **Attachment A, Caterpillar Equipment Discounts and Freights**. Caterpillar does not offer payment discounts and does not accept credit card. Any and all payment terms and/or the ability to accept credit card will be at the discretion of the local supporting Cat dealer.

Each Caterpillar machine model will be assigned by Caterpillar a specific discount off the manufacturers published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and or any additional options included in the published machine / option price sheet will be considered the maximum allowable price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Cat Dealer will be required to honor. In any communications / training that are provided to both customers and or dealers, Caterpillar will refer to this as the "Maximum Price / Minimum Discount" pricing model. The most current published pricing will be used in the quotation of equipment for this contract by the supporting Cat Dealers.

Any additional items such as prep, extended warranties, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for users of new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. We emphasize prompt and responsive service dedicated to meet customer requirements and offer various financing plans designed to increase the opportunity for sales of our products and generate financing income for our company. Financial Products activity is conducted primarily in the United States, with additional offices in Asia, Australia, Canada, Europe and Latin America.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of vocational trucks and Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Cat Dealer's rental fleet. At their discretion, Cat Dealers will have the ability to extend this program to customers for the purchase of vocational trucks and works tools. Please note that this used program is subject to availability.

Given the territory that Caterpillar is committed to supporting in conjunction with this proposal, Caterpillar cannot assign a fixed cost for the actual delivery of the equipment to the customer's site. Caterpillar, through the supporting local Cat Dealer will honor a freight charge that will be included as a separate line item on the customer's invoice. This charge will cover delivery of the machine to the supporting Cat Dealer's place of business. Customers will be held responsible for any additional freight and or delivery charges required to deliver the machine to the customer's requested final destination.

All freight will be charged to the customer and noted accordingly on the customers' invoice. For machines, freight has been calculated to take into account that which is required to deliver the base machine to the servicing dealer's location. Any additional consideration required to deliver the machine to the customer's location will be charged and noted on the customer invoice

accordingly. These base freight numbers take into consideration dealer location as well as factory location and or port of entry.

WARRANTY

Caterpillar will support the standard manufacturer's warranties for the products included herein.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat Dealer.

140M2 Motor Grader

	<u>Months</u>	<u>Hours</u>
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Warranted claims will be presented by the customer to the supporting Cat Dealer and will be administered at the local level. The supporting Cat Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

For additional information on the systems and components covered under these plans as well as the definitions associated to the standard warranties being offered, please see **Attachment B: Warranties**.

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and/or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well as ensures the lowest total cost solution for our customers.

Since Cat Dealers are independently owned businesses, the actual costs associated to supporting such warranties can vary and cannot be quoted on a national scale by Caterpillar Inc. as fixed amounts. Such factors include but are not limited to the individual dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty considerations be clearly stated and agreed to prior to any transaction as a result of this contract taking place.

DEALER SERVICES

Cat Dealers are independently owned and as such Caterpillar does not have the authority to dictate pricing. The discounts being supported by Caterpillar in this contract are the best discounts Caterpillar currently offers to Cat Dealers on a national scale. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Cat Dealers will have the flexibility to extend the lowest price possible to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

No additional volume rebate program is included in this proposal, however customers and their local Cat Dealer may enter into agreement for additional discounts and or other value added

provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TC) provide additional support to field/shop technicians to aid in rapid product or applications resolution. Dealer TC's have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 30,000 employees of which approximately 60% are dedicated to the product support business. With over 468 service locations with over 8,000 service bays' and over 8,500 field service trucks, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing requirements. As part of a commitment to servicing customers, Cat dealers invest nearly \$18 Million annually in technician, parts counter, and product support representative training. Over the last 85 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local market rates.

For additional dealer services, participating agencies should contact their local dealer for accessories, parts, and services that are available. Pricing for non-CAT accessories or parts are determined by each local dealer.

ADDITIONAL REQUIREMENTS

1. **PRODUCTION REPORTS:** The Contractor must have the ability to furnish the agency ordering equipment and National IPA monthly progress reports confirming status of delivery dates as agreed upon. These reports shall consist of, but not limited to the following:
 - a. Copy of Contractor's order to the factory.
 - b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
 - c. Factory generated computer status reports.
 - d. Notification to the City of any changes in production or shipping dates.
 - e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to City of Tucson Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

2. **DELIVERY AND DELIVERY DOCUMENTATION:** The following documents are due upon delivery of the completed vehicles to the City:
 - a. Invoice
 - b. Warranty document
 - c. Level 1 Inspection
 - d. Required manuals

The Contractor is required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the Operations/Fleet Services Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

3. **VEHICLE INSPECTION:** The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the purchasing agency's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.
4. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions.

Cat Dealers also support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and any service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation and any related charges for such training be agreed

to by both parties. Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise. For additional information on these and other training options, please visit Caterpillar's Operator Training Services site - <http://www.cat.com/cda/layout?m=38000&x=7>.

Caterpillar Inc. has taken a leadership position in the market due to the material it has developed through its Caterpillar Safety Services Division. Caterpillar believes in the importance of safety, which is why we strive to ensure our own employees arrive Safely Home. Everyone. Every Day.™ To support our customers with this same mission, Caterpillar Safety Services offers a variety of free, online safety resources including Toolbox Talks, Safety Videos, Checklists, Virtual Walk Arounds, and much more.

Customers can also conduct their own safety training through a variety of safety culture and compliance training products. The online shopping cart has over 100 options to choose from including MSHA Part 46, Forklift Safety, Personal Protective Equipment, Effective Communication, Supervisor Training and much more. Caterpillar Safety Services' consultants also perform instructor-led training on changing safety culture, Near Miss Reporting, Supervisor Training in Accident Reduction Techniques (START), MSHA Part 46, Aerial Work Platforms, Telehandler Operator Training, and more.

Caterpillar Safety Services also provides Safety Culture Solutions and Jobsite Safety Consulting to help customers develop a sustainable culture of safety excellence. Safety Culture Solutions are based off of Caterpillar Safety Services' Zero-Incident Performance (ZIP™) program, which encompasses engaging leadership, assessing the culture, building a plan, developing processes, implementing processes, and checking processes. Consultants facilitate effective working sessions for any stage of the ZIP™ program. Jobsite Safety Consulting consists of performing jobsite and program assessments. Prioritized recommendations for improvement are made and our services are available to develop new programs including Safety or Environmental Management Systems, Job Safety Analysis, Hazardous Material Management, Hazard Communication, and Ergonomics.

For additional information on the services offered by Caterpillar Safety Services please visit SAFETY.CAT.COM™.

8. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

SPECIAL TERMS AND CONDITIONS

1. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS: The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

2. SUBCONTRACTORS: No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

3. FOB DESTINATION FREIGHT PREPAID: Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.

4. INSURANCE: The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

Coverage Afforded	Limits of Liability
Workmen's Compensation Employer's Liability	Statute \$100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	\$1,000,000 Bodily Injury Combined Single Limit \$100,000 Property Damage
Comprehensive Automobile Including: (1) Non-Owned (2) Leased	\$1,000,000 Bodily Injury Liability Insurance Combined Single Limit \$100,000 Property Damage

(3) Hired Vehicles

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

5. PAYMENTS: All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

6. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR: In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

7. TERM AND RENEWAL: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

8. PRICE ADJUSTMENT: The Contractor may implement new published manufacturer price lists on the effective date of the price list. However, the Contractor must maintain the minimum discount offered for all items. The Contractor will provide the City updated published price lists with 30 days advance notification of the effective date. Upon receipt of the revised price list, the City will consider said documents to be those referenced upon their effective date until such time as the price list is replaced, The Contractor's most current published vendor price list will be used in the final determination of price at the time of the customer's quote.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the authority, with the concurrence of the Contractor to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified per above with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor;

however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
14. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, damages,

losses, reasonable expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by any Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by any actions, acts, errors, mistakes or omissions of Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Contractor or anyone directly or indirectly employed by Contractor or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors.

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 24. LICENSES:** 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 as applicable to this Contract.

- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

- 29. PAYMENT:** The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former 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 the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and product obligations incurred by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commenced to remedy within thirty days of receipt of notice of such failure, the City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

41. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
42. **WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

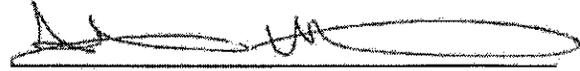
This Contract represents the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements.

CITY OF TUCSON:



Mark A. Neihart, C.F.M., CPPB, A.P.P., CPM
as Director of Procurement
and Not Personally

CATERPILLAR, INC

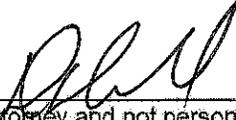


Steve Hinton
North American Marketing Manager
Caterpillar, Inc.
100 NE Adams
Peoria, IL 61629

Contract contact:

Jason Walker
Government Sales Consultant
309-675-4095
Walker_jason_c@cat.com

Approved as to form this 2nd day of May, 2012.

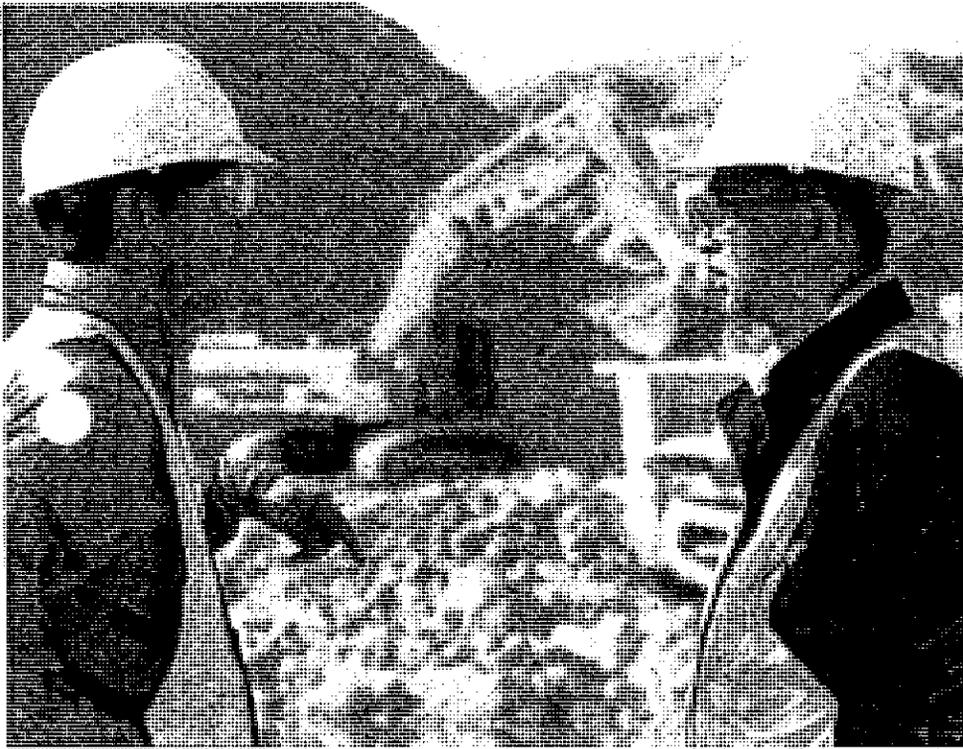


As Tucson City Attorney and not personally

**CITY OF TUCSON
CONTRACT 120377**

**ATTACHMENT A:
CATERPILLAR EQUIPMENT DISCOUNTS
AND FREIGHTS**

THE NIGHT WATCHMAN
THE NIGHT PLAN



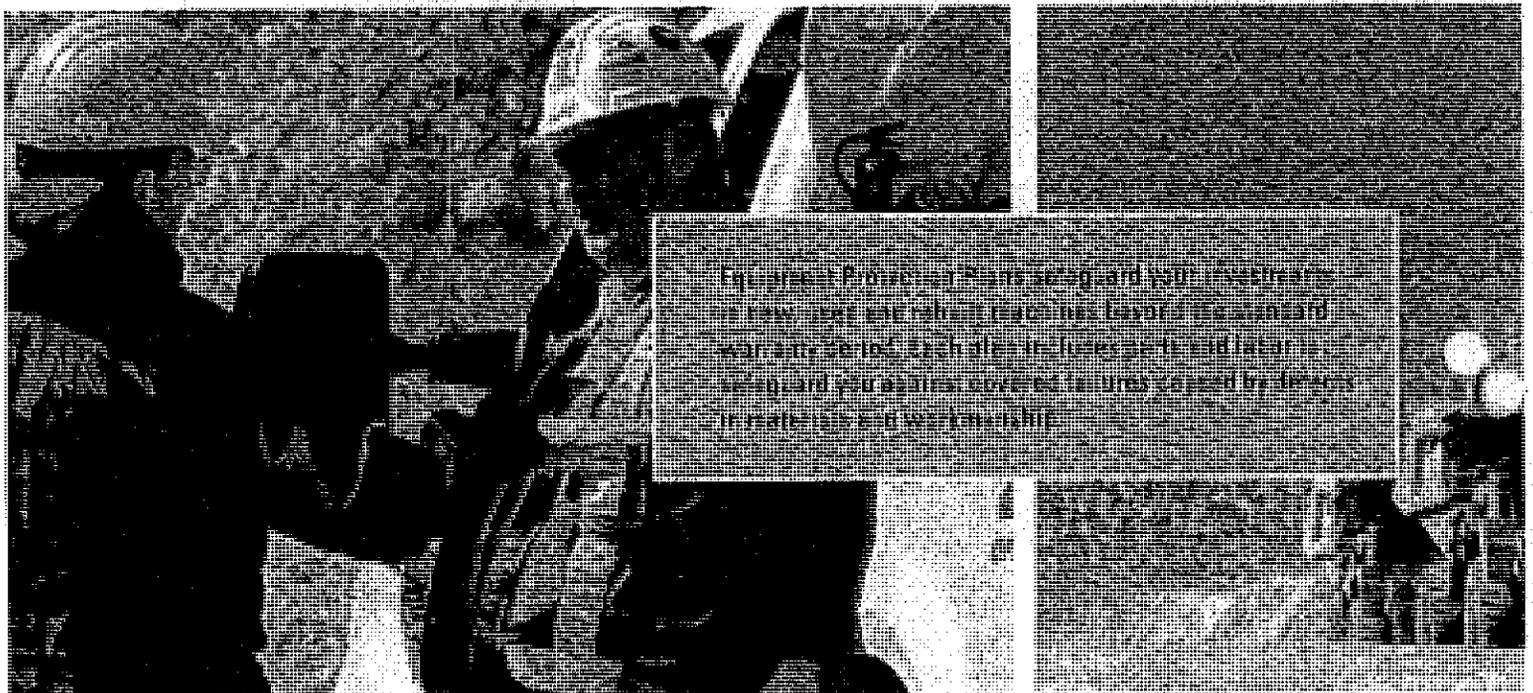
Cat[®] Equipment Protection Plans

CAT[®]

CONTROL YOUR COSTS MINIMIZE YOUR RISKS

You expect high performance from your people and your machines. If you're like a lot of equipment owners, you've also become something of an expert in risk management. You know that unexpected repairs can mean downtime—and put a crimp in your cash flow.

Your original Caterpillar warranty provides months of worry-free operation. But your machines are designed for years of productivity. Fortunately, the cost of unexpected repairs can be controlled—with a Cat® Equipment Protection Plan.



Equipment Protection Plans safeguard your investment in new and used equipment, giving you the best of both worlds. So you can enjoy the best of both worlds: a standard warranty period that also includes an extended later-life warranty program that covers the costs of repairs beyond the standard warranty period.

Three levels of protection are available: Powertrain, Powertrain+ Hydraulics and the most comprehensive coverage option, Premier.* You can further tailor these plans to your specific needs by selecting from a wide variety of years/hours combinations. You'll find an extensive list of many included components in the back of this document.

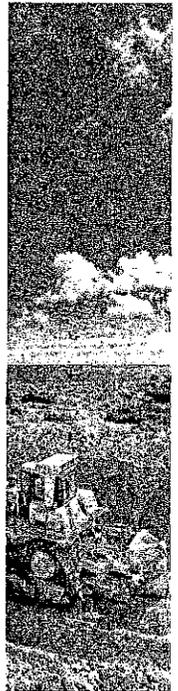
Equipment Protection Plan benefits

- Provides the highest level of repair cost control available
- Tailored coverage to meet your needs
- Safeguards your investment beyond the standard warranty period
- Backed by the global resources of Caterpillar

*Product availability varies by region.

Equipment Protection Plans are available for many Cat products, including:
New equipment • Used equipment • Certified Rebuild products • Certified Powertrain Rebuild products • Hydraulic hammers • Telehandlers

Also available for machine control and guidance technology, including:
AccuGrade™ Grade Control System • CAES • AQUILA™ Drill and Grapple Systems • MineStar™ System components

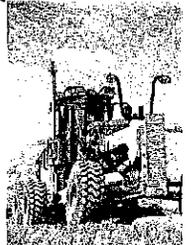
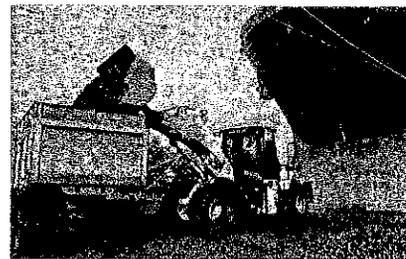


What your Cat dealer does

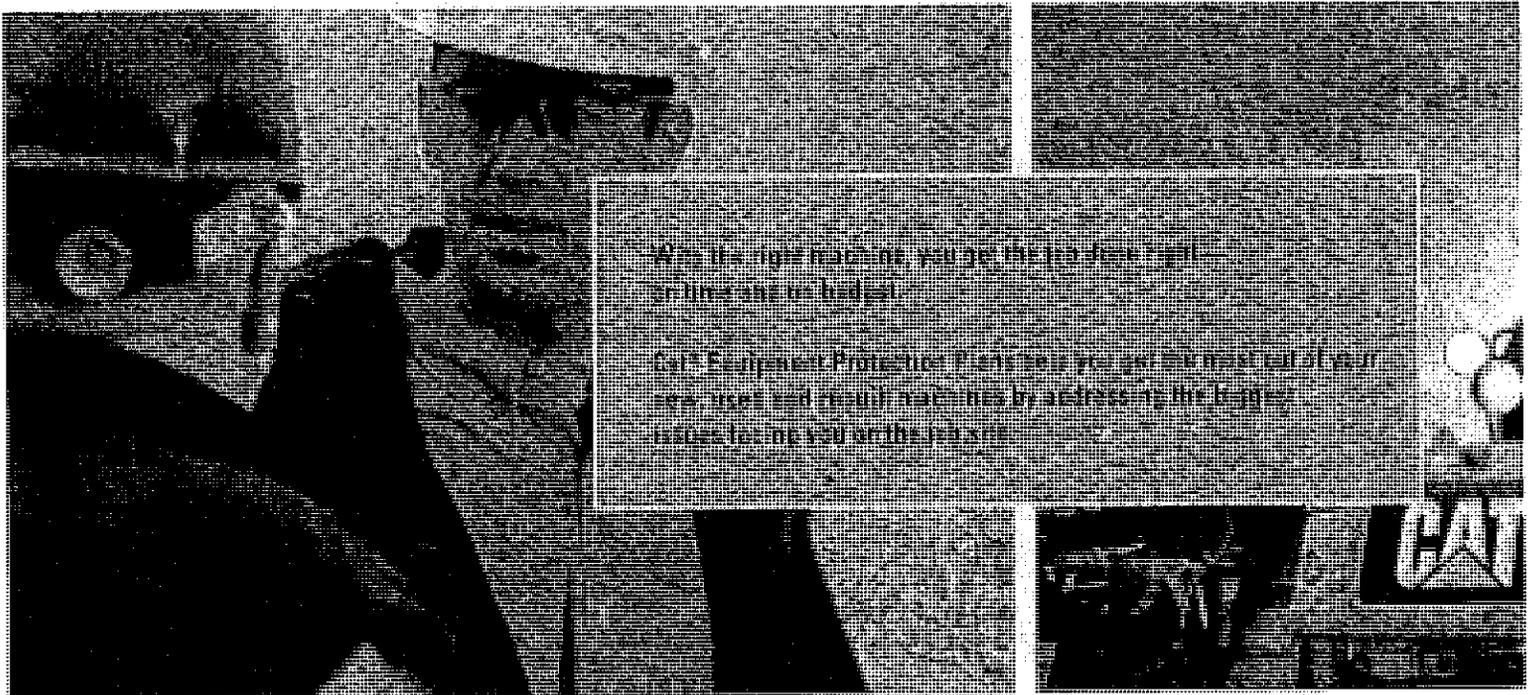
- Performs necessary inspections to confirm eligibility
- Installs parts approved by Caterpillar on covered repairs
- Validates your enrollment in the program

What you do

- Operate equipment according to the Cat Operation & Maintenance Manual (OMM)
- Have recommended preventive maintenance performed at intervals specified in the OMM
- Upon request, provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices)
- Promptly provide the machine for repair in the event of a covered failure



YOU KNOW WHAT IT MEANS TO HAVE THE RIGHT MACHINE FOR THE JOB



With the right machine, you get the most out of your investment.

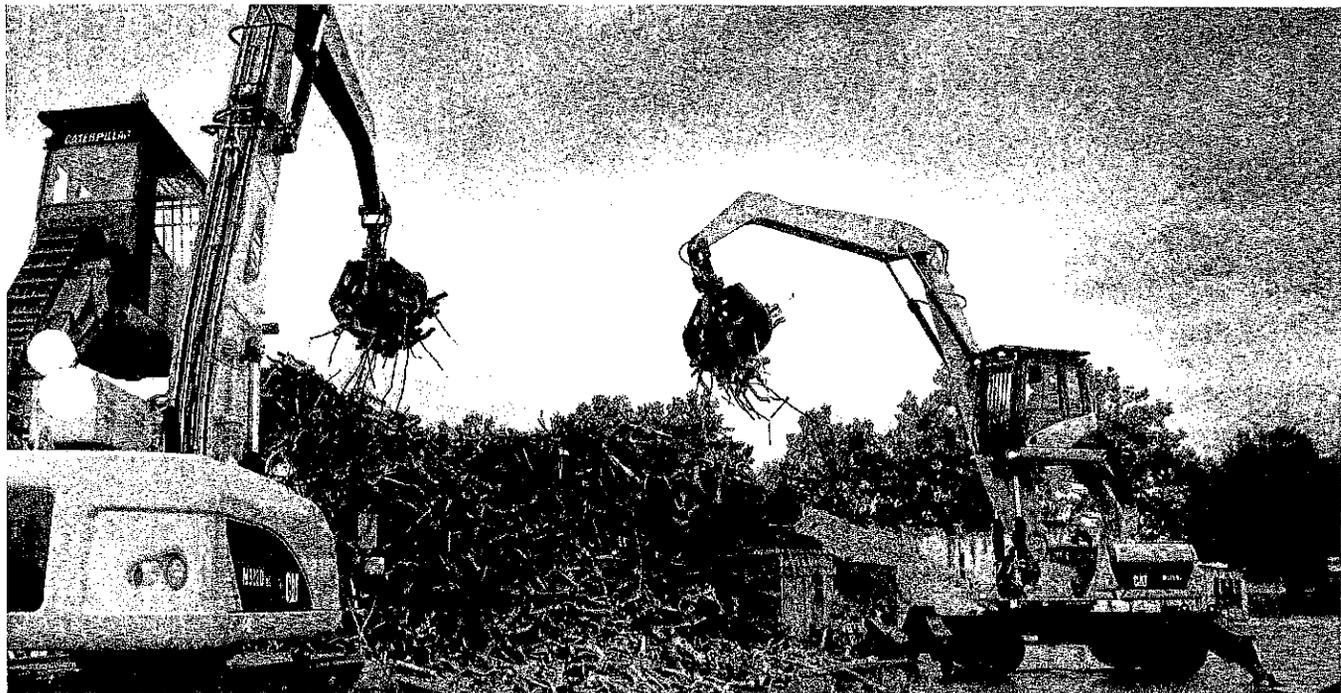
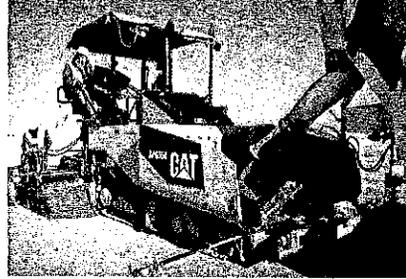
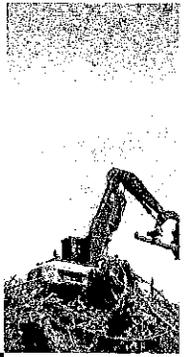
Cat Equipment Protection Plans help you get the most out of your new, used and rebuilt machines by addressing the biggest issues facing you on the job site.

Control your costs

An unexpected equipment failure can play havoc on your schedule. With an Equipment Protection Plan, trained dealer technicians bring your machine back to the correct operating specifications using genuine Cat parts. And when it comes time to sell, you have documented repair records and possibly a transferable plan—increasing the chances of getting top dollar for your equipment.

Maximize your productivity

Cat technicians are preventive maintenance experts, and they can help with unforeseen repairs as well. A Cat Equipment Protection Plan helps you understand and lock in costs up front, which lets you focus on managing your business, not your repairs.



Get the expertise you need

An experienced crew of mechanics is central to keeping your business running efficiently. But when you're running lean, you may not have all the people you need on staff. Fortunately, your Cat® dealer has invested heavily in training and proper tooling. An Equipment Protection Plan is one more way to ensure you are getting the most from your machine.

Focus on safety

Our technicians have the experience, training and tooling to complete repairs effectively and safely. When your machine returns to the job, you can be confident that correct operation specifications have been restored.

Keep pace with regulations

In a highly regulated environment, it's important to have a business partner who understands how to support your business. Cat Equipment Protection Plans ensure you retain affordable access to Cat dealer expertise.

COVERED COMPONENTS

PREMIER POWERTRAIN+HYDRAULICS POWERTRAIN

PREMIER

Our most comprehensive coverage option, Premier coverage includes Powertrain+Hydraulics components, as well as additional electrical and structural components.

Engine & Accessories

Engine - Internal Components	■
Oil Cooler	■
Radiator	■
Exhaust / Muffler	■
Manifolds	■
Fan Motor	■
Water Pump	■
Fuel Injection Pumps	■
Injectors	■
Lift / Transfer Pump	■
Senders / Solenoids / Sensors	■
Thermostat	■
Flywheel & Torque Converter	■
Engine Oil Filter Mount	■
Turbocharger	■
Starter	■
Alternator	■
AC Compressor / Condenser	■
Electronic Control Modules	■
Governor / Speed Controls & Linkages	■
Fuel Lines	■
Fuel Tank & Assoc. Parts	■
Water Piping	■
Oil Hoses / Lines (non-hydrostatic)	■
Cylinder Block	■
Piston	■
Piston Rings	■
Piston & Connecting Rod	■
Crankshaft, Main Bearings & Rod	■
Bearings	■
Camshaft & Camshaft Bearings	■
Timing / Accessory Gears	■
Timing Chain / Belt	■
Cylinder Head	■
Inlet / Exhaust Valve	■
Valve Cover & Base	■
Valve Spring & Guide	■
Rocker Arm	■

Engine & Accessories (Continues)

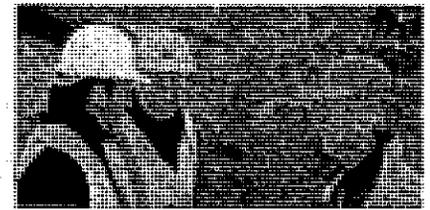
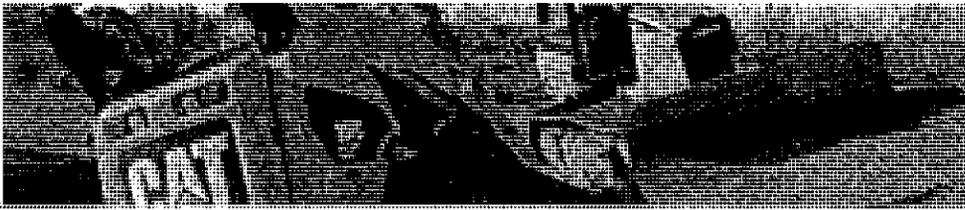
Rocker Shaft Assembly	■
Push Rod	■
Balancer	■
Fuel Pump / Governor Drive	■
Oil Pump	■
Oil Pan Group	■
Fan & Fan Drive	■

Transmission

Transmissions	■
Transmission Oil Lines	■
Hydraulic Controls	■
Transmission Oil Filter Base	■
Transmission Gears	■
Final Drives / Planetary	■
Drive Shafts	■
Transfer Case	■
Wet Brake Assemblies	■
Hydrostatic Pumps & Drive Motors	■
Linkage / lines Connected to Hystat Pump	■
Drive (pilot / eh) Control Valves	■
Senders / Sensors	■
Powertrain Transmission Lines / Hoses	■
Transmission Oil Tank	■
Drive Train Oil Lines	■
Bevel and Transfer Case	■

Drive Line/Drive Axle

Axles	■
Axle Seals	■
Final Drive & Wheel	■
Final Drive Case / Bore	■
Final Drive Chain	■
Final Drive Gears	■
Axle Shaft	■
Drive Axle Oil Pump	■
Universal Joint	■



POWERTRAIN+HYDRAULICS

Coverage includes powertrain components, as well as specified hydraulic system parts and components. Hydraulic components are associated with steering and implement control.

Steering

Steering Clutch	■
Steering Clutch & Brake Control Valve	■
Steering Gear & Valve	■
Power Steering Logic Module	■
Steering Linkage	■
Steering Column	■
Steering Console	■
Tie Rod	■

Hydraulic Systems

Hydraulic / Steering Hoses & Lines	■
Hydraulic Cylinders	■
Hydraulic Valves & Controls	■
Hydraulic Accumulators	■
Hydraulic Oil Coolers	■
Hoses and Lines	■
Hydraulic Swivels	■
Hydraulic Oil Filter Mount	■
Hydraulic Oil Temperature Sensor	■
Hydraulic Oil Filter Base	■
Hydraulic Tanks	■

Suspension

Automatic Grade Control	■
Axle Spring	■
Bogie Suspension	■
Cross Slope Control	■
Equalizer Bar	■
Equalizer Bar Center Pin Support	■
Equalizer Bar Support	■
Stabilizer	■
Suspension Control	■
Suspension Control Valve	■
Suspension Cylinder	■

POWERTRAIN

Powertrain components produce, transmit or control engine horsepower for moving the machine. Coverage includes several major powertrain component categories.

Braking System

Brake Master Cylinder	■
Vacuum Pump	■
Wheel Cylinder	■
Brake Caliper, Head Assembly	■
Control Valves	■
Brake Lines	■
Accumulator	■

Electrical & Interior

Gauges/Indicators/Instruments	■
Wiring harnesses	■
Switches	■
Relays / Circuit breakers	■
Generator	■
Alternator/Generator Battery Charger	■
Main Power Relay	■
Start Switch	■
Fuse / Circuit Breaker Panel	■
Circuit Board	■

Frames & Linkages

Chassis/Implement Frames	■
Weldment	■
Carbody	■
Main Frame	■

Undercarriage

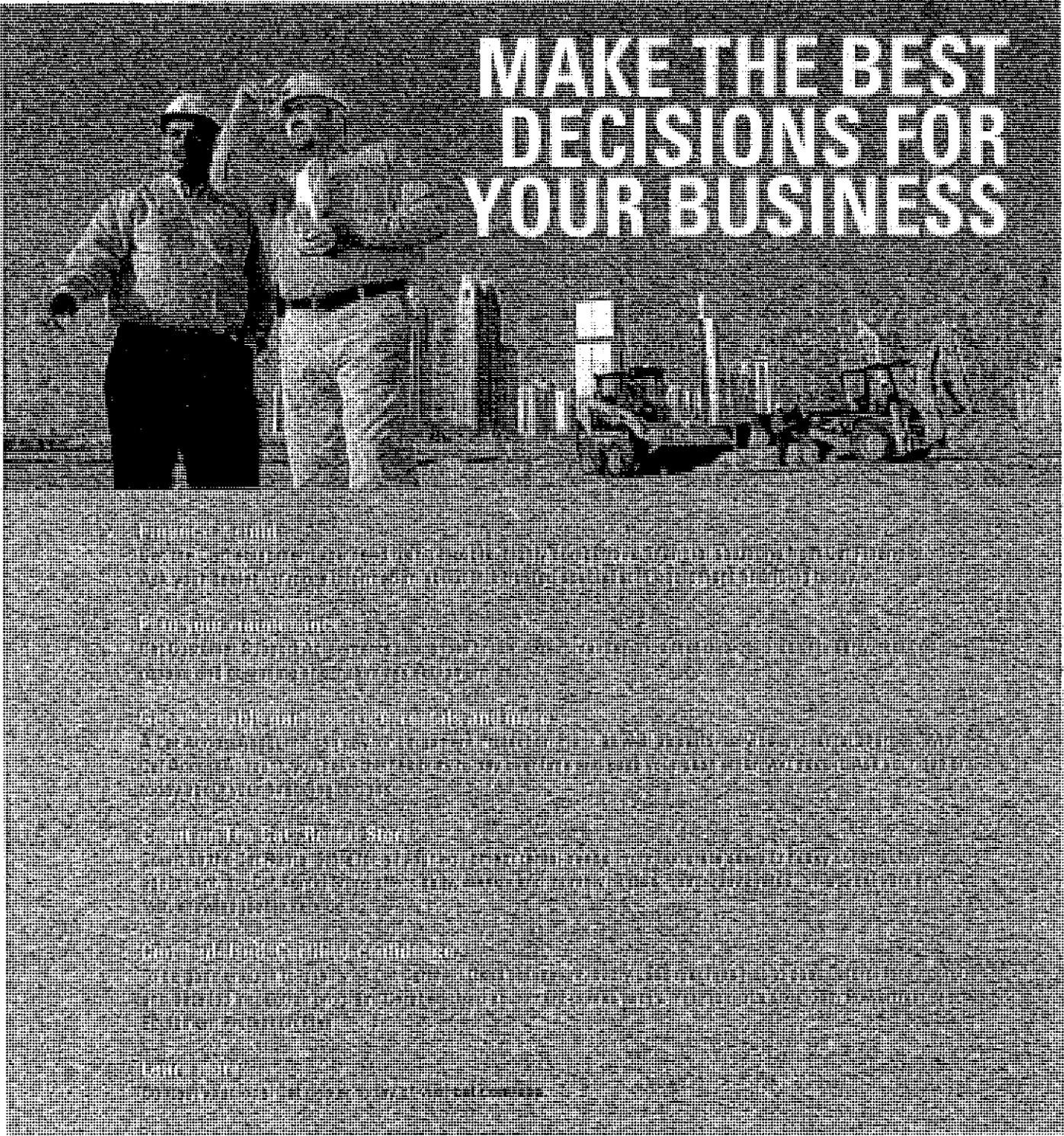
Track Roller Frame	■
Track Adjuster	■
Recoil Spring	■

CAT EQUIPMENT PROTECTION PLAN EXCLUSIONS

Exclusions are not intended to be included in the plan. Other exclusions include:

Examples of covered and excluded components or items are listed here. For a complete list of excluded components and more information on Cat Equipment Protection Plans, contact your dealer.

MAKE THE BEST DECISIONS FOR YOUR BUSINESS



The information contained herein is provided solely for general information purposes and is not intended to be a solicitation or an offer to sell any product or service, nor is the information a complete description of all the terms, conditions and exclusions applicable to the products and services described. For complete descriptions of the terms, conditions and exclusions of the Equipment Protection Plan, or other products and services, please contact your Cat dealer. The products and services referred to herein may not be available in all jurisdictions.

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CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow" and the "Power Edge" trade dress, as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.



Effective with sales to the first user on or after July 1, 2011

CATERPILLAR LIMITED WARRANTY

New Vocational On-Highway Trucks

USA & Canada

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new vocational on-highway trucks sold by it and operating within the geographic area serviced by authorized USA and Canada Cat Dealers to be free from defects in material and workmanship.

In other areas, different warranties apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629.

This warranty is subject to the following:

Warranty Period

The standard warranty period for the basic vehicle is 12 months from new vehicle delivery date, regardless of distance traveled. Exceptions are listed in Limitations. Components given additional warranty coverage and the warranty period are listed in the table *Warranty Coverage Schedule Table*.

This warranty is automatically transferrable to subsequent owners at no charge. Visit your local Dealer for name and address change information.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, as applicable, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
- If the defective part or assembled component was installed by Caterpillar, a Cat dealer, or other authorized source, provide reasonable or customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.
- During the first 90 days from delivery to the first user, perform: 1) Correction of loose fasteners, squeaks, rattles and unusual noises. 2) Reasonable or customary towing to the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional damage. 3) Adjustments (e.g., headlights, brake/clutch adjustments, steering system adjustments, coolant levels).
- For CT11/CT13 engine failures: Provide reasonable or customary towing to the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional damage.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.

- Labor costs, except as stated under "Caterpillar Responsibilities;"
- Travel expenses not covered under "Caterpillar Responsibilities;"
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Allowing Caterpillar access to all electronically stored data.
- After the first 90 days from delivery to the first user, perform: 1) Correction of loose fasteners, squeaks, rattles and unusual noises. 2) Reasonable or customary towing to the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional damage, except warrantable CT11/CT13 engine failures. 3) Adjustments (e.g., headlights, brake/clutch adjustments, steering system adjustments, coolant levels).
- Performing all required maintenance (including tune-ups, tire balancing and use of proper fuel, oil, lubricants, and coolant) and replacing normal wear and tear items including brake/clutch lining, windshield wiper blades and other similar parts required to keep vehicle in good working condition.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, improper maintenance, improper operation, improper repair, or an accident.
- Failures resulting from unauthorized alterations or modifications or that occur on a vehicle where the odometer reading has been altered.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustment, and unauthorized fuel-setting changes.
- Failures of or resulting from the following components/items: 1) Those warranted separately by their respective manufacturers (e.g., tires & tubes, transmissions, radios, lubricants, etc.), including the Cat CX-31 transmission, which is covered under the terms of a separate Caterpillar warranty. 2) Bodies, equipment, and accessories installed after delivery to the first user by other than authorized Caterpillar employees and Cat Dealers. 3) Front and rear axle alignment.
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes, improper polishes, cleaners or washing solutions, or chemical and industrial fallout.

(continued on the reverse side.....)

Warranty Coverage Schedule Table		
Items Covered	Months	Miles/Km(000)
Basic Vehicle Coverage		
Basic Vehicle Warranty	12	Unlimited
Towing (Vehicles with CT11/13 engine failures only)	24	Unlimited
Components		
Frame Side Rails	60	Unlimited
Cab/Cowl Structure	60	Unlimited
Cab/Cowl Perforation Corrosion	60	Unlimited
Brightwork, Chassis Paint and Corrosion (other than cab)	6	Unlimited
Cab Paint and Paint Adhesion	12	100/160
Engine		
Fire Trucks, Ambulances, Emergency Rescue application only		
Engine (CT11/CT13)	60	100/160
Non Rescue Applications		
Engine (CT11/CT13)	24	Unlimited
Engine (CT11/CT13) Injection Nozzles	24	150/240
Engine (CT11/CT13) Major Components	60	500/800
Drivetrain		
<u>Rear Axle Weight Ratings greater than 52,000-lb</u>		
Front Axle Assembly	12	Unlimited
Rear Axle and Differential	12	Unlimited
Transmission	12	Unlimited
<u>Rear Axle Weight Ratings of 52,000-lb and Less</u>		
Front Axle Assembly	36	300/480
Rear Axle and Differential	36	300/480
Transmission	36	300/480
Drivetrain Components-As Warranted By Suppliers		
The drivetrain supplier may offer additional warranty coverage beyond 36 months/300,000 miles (480,000 Km) as part of their standard warranty.		
For information regarding additional supplier coverages, please refer to specific policies from supplier warranty statements. You may acquire these materials from the supplier direct or your local Cat Dealer.		
Engine Major Components: Cylinder block, main bearing bolts, cylinder head casting and capscrews, crankshaft, camshaft, cam follower assembly, connecting rods/caps/bolts, intake manifold castings, gear train gear(s).		

NOTE: Any failures resulting from improper installation or connections by a third party with the truck components are not the responsibility of Caterpillar.

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after June 1, 2010

CATERPILLAR LIMITED WARRANTY

Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new rubber tracks sold by it for use on Compact Construction Equipment Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators to be free from defects in material and workmanship. The warranty is subject to the following:

Warranty Period

The standard warranty period for new rubber track used on Multi Terrain Loaders, and Mini Hydraulic Excavators is 12 months, or 1500 operating hours, whichever occurs first, starting from the date of delivery to the first user.

The standard warranty period for new rubber track used on Compact Track Loaders is 12 months or 1000 operating hours, whichever occurs first, starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a disabling defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- At Caterpillar's choice, repair or provide an allowance toward the purchase of a new rubber track. Such allowance will be based on accrued hours. Allowance will be calculated as follows:

User Allowance for Multi Terrain Loaders and Mini Hydraulic Excavators:

$$\frac{\text{Track hours}}{1500 \text{ hours}} \times 100 = \text{User Cost (\%)}$$

User Allowance for Compact Track Loaders:

$$\frac{\text{Track hours}}{1000 \text{ hours}} \times 100 = \text{User Cost (\%)}$$

- Provide reasonable and customary labor required to correct the defect, including track removal and installation, if required.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- All cost associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Local taxes, if applicable.
- Any remaining costs of a new rubber track after the calculation of the "User Allowance" as stated under "Caterpillar Responsibilities."
- Parts shipping charges in excess of those that are usual and customary.
- Costs to investigate complaints, unless the problem is caused by a defect in material or workmanship
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect, or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.

(continued on reverse side....)

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after August 15, 2010

CATERPILLAR LIMITED WARRANTY

New, Classic™ Parts, and Remanufactured Parts and Assembled Components, Cat Reman® Replacement Engines (for Cat® Machines), and Attachments Not Installed Prior to Delivery

Worldwide

Caterpillar Inc., or any of its subsidiaries ("Caterpillar"), warrants the following products (and every major component thereof) sold by it to be free from defects in material and workmanship:

- New and remanufactured parts and assembled components (see exceptions below).
- Cat Reman® engines used as replacements in Cat® machines.
- Caterpillar Large Mining (LM) Series Ground Engaging Tools, which consist of Mining Series Adapters (MSA), Mining Series Retention (MSR), and Mining Series Tips (MST) products.
- Classic™ Parts used in authorized models.
- Attachments not installed prior to delivery.

An additional warranty against breakage is applicable to certain Caterpillar brand Ground Engaging Tools. Also, an additional warranty against wear is applicable to all landfill compactor tips. Refer to the applicable warranty statement for coverage detail.

This warranty does not apply to Cat batteries and new and remanufactured parts and assembled components sold for use in on-highway vehicle applications, petroleum applications, and gas compression applications. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

The warranty period is as specified:

- For new and remanufactured parts and assembled components installed in 3500 and 3600 Family engines used in locomotive applications: 12 months, starting from the date the product is installed or 15 months from the date of sale to the first user, whichever occurs first.
- For all other products and applications: 6 months starting from date of sale to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, Classic Parts, and remanufactured or Caterpillar approved repaired parts, assembled components, Cat Reman engines or attachments needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- In the case of assembled components, provide reasonable and customary repair labor needed to correct the defect, excluding assembled component removal and installation labor.

- In the case of Cat Reman replacement engines (for Cat machines), provide reasonable and customary repair labor needed to correct the defect, excluding engine removal and installation labor.

User Responsibilities

The user is responsible for:

- Providing proof of sale date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs.
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and replacement of items due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

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Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold by Caterpillar.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines operating in the USA, its territories, and its possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you.

This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc. Engine Division, P.O. Box 610, Mossville, IL 61552-0610, and Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: contact your Cat dealer.

- Failures resulting from abuse, neglect, and/or improper repair, including installation of parts and assembled components in contaminated systems.
- Failure resulting from Classic Parts being used in non-authorized models.

- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel-setting changes.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after May 1, 2010

CATERPILLAR LIMITED WARRANTY

Caterpillar Work Tools

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new Work Tools sold by it to be free from defects in material and workmanship.

An additional warranty against breakage may apply to certain Caterpillar Ground Engaging Tools ("GET"). Also, an additional warranty against wear is applicable to certain weld-on landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty is subject to the following:

Warranty Period

For tools used solely in snow applications, the warranty period is 24 months.

For work tool line's quick connect/disconnect components sold on serialized tools for compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loaders, the warranty period is 3 months after the date of delivery to the first user.

For all other tools, the warranty period is 12 months starting from date of delivery or sale to the first user.

Note: Hammer tool points, compacting plates, shear cutting knives, and crusher and pulverize knives and teeth are not warranted.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and through a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured or Caterpillar-approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date or sale date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Travel or transporting costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.

- Local taxes, if applicable.

- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel-setting changes.

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For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Caterpillar dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., Engine Division, P. O. Box 610, Mossville, IL 61552-0610, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Caterpillar dealer.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after November 1, 2010

CATERPILLAR LIMITED WARRANTY

For Selected Machine Models Designated by Caterpillar With 12 Month/Unlimited Hour Warranty Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following products sold by it to be free from defects in material and workmanship:

This warranty does not apply to new replacement engines.

This warranty does not apply to selected models or new replacement engines designated by Caterpillar in India and China.

(In other areas different warranties may apply. Copies of applicable warranties may be obtained by writing to Caterpillar Inc., 100 N.E. Adams St., Peoria, IL 61629.)

- New earthmoving, construction, material handling, forestry product, paving product, compact wheel loader, mini hydraulic excavator, skid steer loader, multi terrain loader, and compact track loader machines designated by Caterpillar as having 12 -months/unlimited hour warranty. See your Cat dealer for a complete listing of covered models.
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

An additional warranty against breakage is applicable to certain Cat ground engaging tools. An additional warranty against wear is applicable to all landfill compactor tips when used in residential waste landfills. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to Cat batteries, Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators, or Cat Work Tools, which are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Note: For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, except in the case of a new replacement engine originally installed by other than a Cat dealer or source approved by Caterpillar. In this

case, labor is limited to repair only, and removal and installation is the user's responsibility.

User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those, that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

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Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.

- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.

- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after December 1, 2010

CATERPILLAR LIMITED WARRANTY

Industrial, Petroleum, Locomotive, and Agriculture Engine Products and Electric Power Generation Products Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new and remanufactured engines and electric power generation products sold by it (including any products of other manufacturers packaged and sold by Caterpillar), to be free from defects in material and workmanship.

This warranty does not apply to Caterpillar Motoren (CM) product; engines sold for use in on-highway vehicle or marine applications; engines in machines manufactured by or for Caterpillar; 3500 and 3600 Family engines used in locomotive applications; 3000 Family engines, C0.5 through C4.4 and ACERT (C6.6, C7, C7.1, C9, C9.3, C11, C13, C15, C18, C27, and C32) engines used in industrial applications; or Cat batteries. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

- For new industrial engines, engines in a petroleum applications or Petroleum Power Systems, or engines in a Locomotive application, or Uninterruptible Power Supply (UPS) systems, the warranty period is 12 months after date of delivery to the first user.
- For Mobile Agricultural applications the warranty period is 24 months after date of delivery to the first user.
- For controls only (EPIC), configurable, and custom switchgear products, as well as automatic transfer switch products, the warranty period is 24 months after date of delivery to the first user.
- For electric power generation products in prime or continuous applications the warranty period is 12 months. For standby applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.

- For all Remanufactured Generator (GenEnds) products in prime or continuous applications the warranty period is 12 months. For standby applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.
- For all Remanufactured engines, the warranty period is 6 months (12 months for mobile agricultural and standby electric power generation applications) after date of delivery to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, Remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, including labor to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems, if required.

For new 3114, 3116, and 3126 engines and electric power generation products (including any new products of other

manufacturers packaged and sold by Caterpillar):

- Provide travel labor, up to four hours round trip, if in the opinion of Caterpillar, the product cannot reasonably be transported to a place of business of a Cat dealer or other source approved by Caterpillar (travel labor in excess of four hours round trip, and any meals, mileage, lodging, etc. is the user's responsibility).

For all other products:

- Provide reasonable travel expenses for authorized mechanics, including meals, mileage, and lodging, when Caterpillar chooses to make the repair on-site.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities," including costs beyond those required to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems.
- Travel or transporting costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

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- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.

- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repairs or adjustments, and unauthorized fuel setting changes.

- Damage to parts, fixtures, housings, attachments, and accessory items that are not part of the engine or electric power generation product (including any products of other manufacturers packaged and sold by Caterpillar).
- Repair of components sold by Caterpillar that is warranted directly to the user by their respective manufacturer. Depending on type of application, certain exclusions may apply. Consult your Cat dealer for more information.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., Engine Division, P. O. Box 610, Mossville, IL 61552-0610, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Cat dealer.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 120377
PROPOSAL DUE DATE: NOVEMBER 14, 2011, AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

MATERIAL OR SERVICE: HEAVY EQUIPMENT, PARTS, ACCESSORIES,
SUPPLIES AND RELATED SERVICES

PRE-PROPOSAL CONFERENCE DATE: OCTOBER 27, 2011
TIME: 9:00 A.M. LOCAL AZ TIME
LOCATION: CITY HALL, FINANCE CONFERENCE ROOM
255 W. ALAMEDA, 5TH FLOOR, TUCSON, AZ

CONFERENCE CALL NUMBER: 1-888-394-8197; PASSCODE: 640963

CONTRACT OFFICER: VICTORIA CORTINAS, C.P.M., CPPB
TELEPHONE NUMBER: (520) 837-4140
Victoria.Cortinas@tucsonaz.gov

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may also be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

****NOTICE****

Effective July 1, 2009, the City will no longer mail Notices of available solicitations via the U.S. Postal Service. Email notifications will be provided to those vendors that have updated their vendor record and selected email as their preferred delivery method. For information on how to update your vendor record, please visit www.tucsonprocurement.com, click on What's New? and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

VC/sd

PUBLISH DATE: October 12, 2011

INTRODUCTION/ BACKGROUND

The City of Tucson (herein referred to as the City) is requesting proposals from qualified and experienced firms to provide **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**. The City requires a contractor who provides a diverse and extensive supply of equipment for purchase and/or rental to various locations in the Tucson metropolitan area.

Heavy equipment will include, but not be limited to the following equipment categories: Landfill, Construction, and Material Handling. The City has approximately 150 pieces of heavy equipment that falls under the heavy equipment category.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm(s) that can supply the specified services, supplies, parts, equipment and materials.

NATIONAL CONTRACT REQUIREMENTS

The City, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment A). The City reserves the right to deem submissions that do not include a response to the National IPA documents as non-responsive.

The City anticipates spending approximately \$15 million over the full potential Master Agreement term for heavy equipment. For this fiscal year, the City anticipates purchasing an excavator and a water wagon. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of heavy equipment purchased under the Master Agreement through National IPA is approximately \$100,000,000. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

TENTATIVE SCHEDULE OF EVENTS

To the extent achievable, the following schedule shall govern the review, evaluation and award of the contract. The dates are estimates only and the City reserves the right to modify the dates below as necessary.

Activity	Estimated Finish Date of Activity
RFP Published	October 12, 2011
Pre-proposal conference	October 27, 2011
Proposal due date	November 14, 2011
Review of Proposals by Evaluation Committee and Reference Checks	November 15, 2011 – January 18, 2012
Vendor Interview / Demonstration	December 7-9, 2011
Evaluation Committee's recommendation	January 4, 2012
Final negotiation completed	January 4-10, 2012
Contract award & issuance of purchase order	January 15, 2012

SCOPE OF SERVICES

A. GENERAL REQUIREMENTS

1. QUALIFIED FIRMS: Offerors should meet the minimum qualifications:

- a. Have a strong national presence in the heavy equipment industry.
- b. Have a distribution model capable of delivering heavy equipment nationwide.
- c. Have a demonstrated sales presence.
- d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
- e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

2. PRODUCTION REPORTS: The Contractor or associated dealer must have the ability to furnish the agency ordering equipment and National IPA MONTHLY progress reports confirming status of delivery dates as agreed upon. These reports shall consist of, but not limited to the following:

- a. Copy of Contractor's order to the factory.
- b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
- c. Factory generated computer status reports.
- d. Notification to the City of any changes in production or shipping dates.
- e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

3. DELIVERY and DELIVERY DOCUMENTATION: The following documents are due upon delivery of the completed vehicles to the City:

- a. Invoice

- b. Warranty document
- c. Level 1 Inspection
- d. Required manuals

Upon contract award, the Contractor will be required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the Operations/Fleet Services Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

- 4. **VEHICLE INSPECTION:** The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the purchasing agency's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.
- 5. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Training shall be presented in a quality suitable for videotaping. The City reserves the right to videotape part or all of the training provided at no additional cost to the agency.
- 6. **REPAIRS:** The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at not additional cost to the City, until such time as the City of Tucson places the vehicle in service. Transport of the vehicle will not be delayed more that one working day from date of notification.
- 7. **WARRANTIES:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship from the date the City places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.
- 8. **VENDOR SERVICE AND MAINTENANCE:** Contractor will provide and maintain a factory authorized parts and service facility within a reasonable distance to the purchasing location.

For the City, the parts and service facility must be within 125 mile radius of the City of Tucson Price Service Center (4004 S. Park Avenue, 85714). If warranty service is not provided within the Tucson metro area, the Contractor shall be responsible for all costs, including fuel and labor, of transporting vehicle (s) between the City's Price Service Center and the Contractor's service center. The method of transportation must be mutually agreed to by the Contractor and the City prior to transport.

For service calls, the City expects the Contractor to provide a response within 60 minutes.

- 9. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

1. **EQUIPMENT:** A complete and comprehensive line of Heavy Equipment to support various needs of agencies is requested. The categories include, but are not limited to the following.

Landfill Equipment:

Landfill Dozers
Landfill Compactors
Landfill Scraper

Material Handling

Fork Lift
Crane / Wheeled
Crane / Track

Construction Equipment

Air Compressor
Articulated Dump Truck
Asphalt Cold Planer
Asphalt Rotary Mixer
Bucket Truck
Cement Mixer
Chip Spreader
Crack Sealer
Dozers / Tracked
Dozers / Wheeled
Dump Trucks
Excavators / Tracked
Excavators / Wheeled
Ice Resurfacers
Loaders / Backhoe / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Patcher Truck

Paver / Tracked
Paver / Wheeled
Rollers / Drum / Vibrate
Rollers / wheeled / Pneumatic
Rollers / Drum / Wheeled
Scrapers
Skid Steer Loaders
Soil Compactors
Sweeper / Scrubber
Sweeper / Street
Sweeper / walkway
Trailer / Tilt
Trailer / Flatbed
Trailer / Drop Neck
Trailer / Utility
Trencher
Water Truck
Water Wagon

2. **CURRENT EQUIPMENT AND PRODUCTS:** All equipment and products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
3. **PRICING:** Offerors shall provide a verifiable price index, to include but not limited to a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

C. SERVICE REQUIREMENTS

1. **SERVICES:** The City is interested in inclusion of value-add services. These services may be provided by the authorized manufacturer or dealer and sample categories include, but are not limited to:
 - a. **Repair Services:** The ability to provide repair services through authorized manufacturer's facilities or dealers. Repairs services may include, but not limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, etc.
 - b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines, to include but not limited to, daily scheduled services, daily fuel dispensing, major/ minor machine cleaning, etc.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires a loaner or rental equipment, at no additional cost, if the machine is down for more than 24 hours.
 - c. **Warranties:** The ability to provide a full range of extended warranties.
 - d. **Financing Options:** The ability to provide financing options.
 - e. **Trade-In or Buyback Options:** The ability to trade-in used equipment or obtain a guaranteed buy back price at the time of purchase.
 - f. **Rental:** The ability to rent heavy equipment through the manufacturer or dealer.
 - g. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.
 - h. **Green/Sustainability Program:**
 1. Policies: Efforts and policies pertaining to green and sustainability.
 2. Products: Impact on product offerings.
 3. Distribution: Impact in distribution.
 4. Certifications: The industry recognized certifications and standards obtained.
 - i. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.
 - j. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
 - k. **Other Services/Options:** Other value-add services not included in above categories.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

- E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.
- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
- 9. PROPOSAL/SUBMITTAL FORMAT:** An original and 6 copies (7 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit 3 electronic copies of the complete proposal response on cd, jump drive or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted in a separate file on the cd, jump drive or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror 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, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 21. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
- 22. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 23. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.
- A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
- 24. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.
- 25. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Request for Proposal or Contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
 - E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach**
- B. Price Proposal**
- C. Qualifications & Experience**

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

- 1. National Program
 - a. Provide a response to the national program include a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract and provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement, example.
- 2. Distribution Network
 - a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have “on-hand” and those that must be ordered.
 - b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.
 - c. Provide the number, size and location of your firm’s manufacturing, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.
 - d. Describe your dealer network and their role in providing products, services, etc. under this contract.
- 3. Product
 - a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:
 - 1. Identification and description of equipment categories offered.
 - 2. Identification and description of sub categories.
 - 3. Identify accessories, parts, services, etc. that are available through the manufacturer.
 - 4. Identify accessories, parts, services, etc. that are available through the authorized dealer.
 - 5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

- b. Describe your warranty program, including
 1. Types of warranties available (by category or equipment)
 2. Describe your warranty claims procedures.
 3. Describe your policy addressing warranty issues related to
 - a. Major Component Failures
 - b. Engineering Deficiencies
 - c. Describe your firm's standard response time to address warranty failure issues.
 - c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.
 - d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.
 - e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.
 - f. Submit all information that will aid the City in evaluating your proposal.

4. Services
 - a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:
 - b. Provide detailed information explaining your service capabilities.
 - c. Provide detailed information explaining the service capabilities of your authorized dealers.
 - d. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?
 - e. Describe your training programs. The proposed training program shall include but not limited to:
 1. How will equipment training be conducted?
 2. Describe the training curriculum for the equipment operators.
 3. Describe the training curriculum for the service technicians.
 4. How will you accommodate various work shifts?
 5. What type of documentation is provided with the proposed training?
 6. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
 - f. Submit any other services information that will aid the City in evaluating your proposal.

5. Ordering and Invoices
 - a. Describe your order process.
 - b. How do agencies work with your firm to determine appropriate equipment needs?
 - c. Describe the equipment delivery process and your delivery commitment.
 - d. What is your standard equipment delivery timeframes?

- e. How does your firm communicate order cut off dates to your customers?
 - f. Identify and describe any exceptions or challenges.
 - g. Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.
 - h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.
 - i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.
 - j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.
6. Other
- a. Describe any government rebate programs applicable.

B. Price Proposal

1. Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.
2. The City's expectation is that the proposed pricing will not include freight. Based on your distribution network, explain how freight is calculated.
3. The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.
4. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.
5. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

6. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.
7. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days.
8. Indicate if payment will be accepted via credit card. _____ Yes _____ No
 - a. If yes, can commercial payment(s) be made online? _____ Yes _____ No
 - b. Will a third party be processing the commercial credit card payment(s)?
_____ Yes _____ No
 - c. If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).

If "no" to above, will consideration be given to accept the card? _____ Yes _____ No
9. Does your firm have a City of Tucson Business License? _____ Yes _____ No
If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications and Experience

1. Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.
2. Describe your dealer network and their role in providing products and services under this contract.
3. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.
4. Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.
5. Please submit any additional information that you feel is applicable to your qualifications and experience.
6. Provide the qualifications of technicians that will be servicing equipment throughout the nation.
7. Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on Method of Approach, Price Proposal and Qualifications & Experience of the stated criteria. For the initial scoring, pricing will be evaluated subjectively by the evaluation committee. However, for final award, the City will request specific pricing for equipment based upon the City's specifications. However, the City may determine that shortlisting is not necessary.

B. Interviews/Demonstrations:

The City reserves the right to conduct interviews and/or product demonstrations with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews and/or demonstrations are not necessary. In the event these are conducted, information provided during the interview and/or demonstration process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview and/or demonstration process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

2. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

3. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

4. **INSURANCE:** The Contractor agrees to:
 - A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

 - B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

 - C. Provide and maintain minimum insurance limits as applicable.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workmen's Compensation Employer's Liability	Statute \$100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	\$1,000,000 Bodily Injury Combined Single Limit \$100,000 Property Damage
Comprehensive Automobile Including: (1) Non-Owned (2) Leased (3) Hired Vehicles	\$1,000,000 Bodily Injury Liability Insurance Combined Single Limit \$100,000 Property Damage

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.
- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
- 24. LICENSES:** 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 as applicable to this Contract.
- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.
- Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.
- The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.
- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former 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 the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form this ____ day of _____, 2011.

Awarded this ____ day of _____, 2011.

As Tucson City Attorney and not personally

Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
As Director of Procurement and not personally

ATTACHMENT A



Requirements for National Cooperative Contract To be Administered by National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for PRODUCT. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2.5% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications within first 10 days
 - ii. Announcement, contract details and contact information published on the company website within first 30 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
 - viii. Dedicated National IPA internet web-based homepage with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B-NATIONAL IPA ADMINISTRATION AGREEMENT**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company (“National IPA”), and _____ (herein “Supplier”).

RECITALS

WHEREAS, the _____ (herein “Principal Procurement Agency”) has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “Master Agreement”), for the purchase of _____ (herein “Product”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT
TERMS AND CONDITIONS**

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

QUARTERLY FEES & MONTHLY REPORTING

10. Supplier shall pay National IPA an administrative fee in the amount of ___% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Administrative fee payments are due within thirty (30) days after the end of each calendar quarter for Contract Sales during such quarter. Administrative fee payments shall be

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

accompanied by a report of Contract Sales for the quarter. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company
National IPA
Attn: President
1600 Westgate Circle
Suite 275
Brentwood, TN 37027

B. Principal Procurement Agency

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Name

Title

Title

Date

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) to be appended and made a part hereof and other public agencies (“Participating Public Agencies”) that register electronically with National Intergovernmental Purchasing Alliance Company (“National IPA”) or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein “Products”);

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

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

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”).

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

Signature

Name

Title

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR

CITY OF COTTAGE GROVE, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF RIDDLE, OR
CITY OF ROSEBURG, OR
CITY OF REDMOND, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WARRENTON, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:

ASCENSION PARISH, LA
ASSOCIATION OF OREGON COUNTIES
BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR

COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:

BEND METRO PARK AND RECREATION DISTRICT
BOARDMAN PARK AND RECREATION DISTRICT

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LOUISIANA PUBLIC SERVICE COMMISSION, LA
MEDFORD WATER COMMISSION
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
PORTLAND DEVELOPMENT COMMISSION, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SOUTHEASTERN LOUISIANAN UNIVERSITY
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT

HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MUL TNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CTY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

Higher Education

ARGOSY UNIVERSITY

BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
DEVRY UNIVERSITY - PORTLAND
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERISTY

State Agencies

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 120377

**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED
SERVICES**

DATE ISSUED: NOVEMBER 3, 2011

The referenced document has been modified as per the attached Amendment No. Two (2).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

VC/swb

**DESIGN & CONSTRUCTION SERVICES, SERVICE CONTRACTING, PURCHASING,
STORES, REPROGRAPHICS, MAIL SERVICES, ADMINISTRATION**
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonprocurement.com

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: NOVEMBER 3, 2011

REQUEST FOR PROPOSAL NO.:120377
RFP AMENDMENT NO.: TWO(2)
PAGE 1 of 3
RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Pursuant to the Pre-Proposal Conference on Friday, October 27, 2011, this Request for Proposal is hereby modified as follows:

1. The City of Tucson has posted Request for Proposal 130377 in Microsoft Word version on our website at http://www.tucsonprocurement.com/bidders_bidopportunities.aspx?Orderby=ContractNum
2. **Due Date:** The Due Date has changed to **Wednesday, November 16, 2011**. Time and location remain the same.
3. Page 2, Introduction/Background, first paragraph, second sentence, Change sentence to read as follows: "The City requires a contractor who provides a diverse and extensive supply of equipment for purchase, **lease** and/or rental to various locations in the Tucson metropolitan area.
4. Page 3, Tentative Schedule of Events, Replace the original schedule with the following (changes are indicated in **bold**):

Activity	Estimated Finish Date of Activity
RFP Published	October 12, 2011
Pre-proposal conference	October 27, 2011
Proposal due date	November 16, 2011
Review of Proposals by Evaluation Committee and Reference Checks	November 17, 2011 – January 13, 2012
Vendor Interview	December 15-16, 2011
Evaluation Committee's recommendation	January 13, 2012
Final negotiation completed	January 19, 2012
Contract award	January 20, 2012

5. Scope of Work, Section A. General Requirements
 - a. Page 4, Item 6. Repairs, Replace this section with the following: If the vehicle requires repairs prior to acceptance, the Contractor will be responsible to transport of equipment to and from his place of business for repairs until such time as the equipment is placed in service, at no additional cost, to the purchasing agency. Transport of the vehicle will not be delayed more that one working day from date of notification.

For the City of Tucson, repair work can be performed on City of Tucson premises. The City's Fleet Services has agreed to offer a service bay in the maintenance facility.

- b. Page 4, Item 8. Vendor Service and Maintenance, second paragraph, Replace entire paragraph with the following "For the City of Tucson, the parts and service facility must be within City of Tucson metropolitan area."

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: NOVEMBER 3, 2011

REQUEST FOR PROPOSAL NO.: 120377
RFP AMENDMENT NO.: TWO (2)
PAGE 2 of 3
RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

6. Scope of Work, Section B. Equipment and Product Requirements

a. Item 1, Equipment, Replace the original heavy equipment categories with the following:

Landfill Equipment

Landfill Dozers
Landfill Compactors
Landfill Scraper

Construction Equipment

Articulated Dump Truck
Dozers / Tracked
Dozers / Wheeled
Dump Trucks
Excavators / Tracked
Excavators / Wheeled
Loaders / Backhoe / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Scrapers
Skid Steer Loaders
Soil Compactors
Trencher
Water Truck
Water Wagon

Material Handling

Crane / Track
Crane / Wheeled
Fork Lift-Straight Mast
Fork Lift – Telescopic-Forward / High
Reach

Pavement Repair/Maintenance

Asphalt Cold Planer
Asphalt Rotary Mixer
Bituminous Distribution Truck
Chip Spreader
Crack Sealer
Patcher Truck
Paver / Tracked
Paver / Wheeled
Rollers / Drum / Wheeled
Rollers / Drum / Vibrate
Rollers / Wheeled / Pneumatic

Sweepers

Sweeper / Scrubber
Sweeper / Street
Sweeper / Walkway

Transport

Trailer / Drop Neck
Trailer / Flatbed
Trailer / Tilt
Trailer / Utility

Miscellaneous

Air Compressor
Bucket Truck
Cement Mixer
Generator / Power Systems
Ice Resurfacer
Tractor / Boom Mower

7. Scope of Work, Section C. Service Requirements

a. Item k, Change section to read: "Lease/Rental: The ability to lease/rent heavy equipment through the manufacturer or dealer."

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: NOVEMBER 3, 2011

REQUEST FOR PROPOSAL NO.: 120377
RFP AMENDMENT NO.: TWO (2)
PAGE 3 of 3
RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

8. Proposal Evaluation Requirements
 - a. Page 10, Section II., A. 2., Add Item e. Describe your shipping process including how equipment is shipped to the customer and how shipping charges are assessed (region, zone, zip code, etc.). It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.
 - b. Page 12, Section B. Price Proposal, Item 1, Add the following:
 - i. Offerors should include pricing for their entire heavy equipment line based upon the categories stated above and not just for the specific pieces of equipment listed.
 - ii. To allow for ordering flexibility, equipment that is mounted to a chassis, Offerors should provide separate pricing structure for the chassis and the truck as well as a total price or price structure for the complete piece of equipment.
 - c. Page 14, Section III, Item B., Change section to read: "Interview: The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process."
9. Page 15, Item 3, FOB Destination Freight Prepaid, Clarification, It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 120377

**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED
SERVICES**

DATE ISSUED: OCTOBER 18, 2011

The referenced document has been modified as per the attached Amendment No. One (1).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: OCTOBER 18, 2011

REQUEST FOR PROPOSAL NO.: 120377
RFP AMENDMENT NO.: ONE (1)
PAGE 1 of 1
RFP DUE DATE: NOVEMBER 14, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

This Request for Proposal is hereby modified as follows:

1. The location of the Pre-Proposal Conference has changed to City of Tucson, Public Works Building, 201 N. Stone Avenue, 4th Floor North Conference Room, Tucson, AZ 85701. The appointment time of 9:00 a.m. Arizona time remains the same.

Please note: There are two parking garages in the vicinity of the Public Works Building. One is just west of the Public Works Building and the other is across the street at the Pima Main Library with both entrances off Alameda Street.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) to be appended and made a part hereof and other public agencies (“Participating Public Agencies”) that register electronically with National Intergovernmental Purchasing Alliance Company (“National IPA”) or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive bidding and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein “Products”);

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

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

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

National IPA Current Participating Agencies

This list representative of National IPA Participating Agencies and should not be considered a complete or final list as it changes continually. Any agency listed here in is not obligated to utilize any contract in the National IPA portfolio.

Matanuska-Susitna Borough
Municipality of Anchorage
Alabama Emergency Management Agency
Anniston Housing Authority
BIRMINGHAM SOUTHERN COLLEGE
City of Gulf Shores Police Department
City of Huntsville
Cottonwood Police Department
ESA - Taylor Road Academy
Escambia County Commission
Moody Bible Institute - WMBV
Moody Bible Institute - WMFT
North Alabama United Methodist Conference
Ozark-Dale County E911
SAMFORD UNIVERSITY
SPRING HILL COLLEGE
Tallapoosa County 9-1-1
TROY STATE UNIVERSITY-DOTHAN
TROY UNIVERSITY-MAIN CAMPUS
UNIVERSITY OF ALABAMA AT BIRMINGHAM
UNIVERSITY OF MOBILE
Washington County Emergency Management Agency
AR State Board of Embalmers & Funeral Directors
Area Agency on Aging of Southeast Arkansas, Inc
Arkansas Agriculture Dept. - Livestock and Poultry
ARKANSAS BAPTIST COLLEGE
Arkansas Department of Labor
Arkansas Department of Parks and Tourism
Arkansas Department of Workforce Services
Arkansas Dept. of Finance & Administration
Arkansas Dept. of Human Service
Arkansas Fair Housing Commission
Arkansas Insurance Department
ARKANSAS NORTHEASTERN COLLEGE
Arkansas Securities Department
Arkansas State Library
ARKANSAS STATE PLANT BOARD
ARKANSAS STATE UNIVERSITY-MAIN CAMPUS
Arkansas Teachers Retirement System
ARKANSAS TECH UNIVERSITY
Arkansas Tech University at Ozark
Bureau of Legislative Research
Cabot High School
Cabot WaterWorks
Central Arkansas Transit Authority
CENTRAL ARKANSAS WATER

City of Beebe
City of Bentonville
City of Fayetteville
City of Fort Smith
City Of Fouke
City of Lavaca
City of Springdale
Cleveland County School District
Commission on Law Enforcement Standards and Training
Community Resource Group, Inc.
Dept. of Community Correction (Arkansas)
ECCLESIA COLLEGE
Eighth Judicial District Prosecuting Attorney
Elna M Smith Foundation
Fouke Public Schools
Habitat for Humanity of Washington County
HENDERSON STATE UNIVERSITY
HENDRIX COLLEGE
Jacksonville Housing Authority
JOHN BROWN UNIVERSITY
Lincoln Childcare Center
Little Rock Convention & Visitors Bureau
Little Rock Wastewater
Marion Police Department
NORTHWEST ARKANSAS COMMUNITY COLLEGE
OUACHITA BAPTIST UNIVERSITY
Ouachita Technical College
Peace At Home Family Shelter, Inc.
PHILANDER SMITH COLLEGE
PULASKI TECHNICAL COLLEGE
SOUTHEAST ARKANSAS COLLEGE
Southwest Arkansas Development Council, Inc. Head Start
Southwest Arkansas Planning & Development District, Inc.
Southwest Arkansas Water District
Texarkana Arkansas School District
UNIVERSITY OF ARKANSAS AT FT SMITH
UNIVERSITY OF ARKANSAS AT LITTLE ROCK
UNIVERSITY OF ARKANSAS AT PINE BLUFF
University of Arkansas Cooperative Extension Service
University of Arkansas Foundation, Inc.
UNIVERSITY OF CENTRAL ARKANSAS
UNIVERSITY OF THE OZARKS
Washington County, AR
WILLIAMS BAPTIST COLLEGE
Apollo Group, Inc.
Arizona Department of Economic Security
Arizona Public Service
Boy Scouts of America
Cambridge Academy
City of Apache Junction
CITY OF BISBEE

City of Casa Grande / Public Works Dept.
City of Chandler
City of Douglas
City of El Mirage
City of Glendale
City of Goodyear
City of Maricopa
City of Mesa Arizona
City of Prescott
City of Scottsdale
City of Somerton
City of Surprise, AZ
City of Tempe
City of Tucson
City of Yuma
Coconino County
Community Bridges, Inc.
DEVRY UNIVERSITY - MESA
DEVRY UNIVERSITY - NORTHEAST PHOENIX
DEVRY UNIVERSITY - PHOENIX
EMBRY RIDDLE AERONAUTICAL UNIVERSITY-PRESCOTT
ESA - Phoenix Center for Education
Fountain Hills Sanitary District
Fowler Elementary School District #45
Gila County
Hon-Dah Resort Casino
Humboldt Unified School District #22
La Frontera Center, Inc.
Lake Havasu City
Lake Havasu Unified School District #1
Litchfield Elementary School District
Maricopa Unified School District #20
MOHAVE COMMUNITY COLLEGE DISTRICT
Mohave County
Navajo County
Noah Webster Basic School
Northern Arizona Regional Behavioral Health Authority
NORTHLAND PIONEER COLLEGE
NORTHWEST FIRE DISTRICT
Osborn School District #8
Parker Police Department
Pascua Yaqui Tribe
PIMA COMMUNITY COLLEGE
Pima County, Arizona
Pinal County (AZ)
Pinal County Development Services
Pinetop-Lakeside Police Department
PYT Casino Del Sol
Roosevelt School District #66
Santa Cruz County (AZ)
Superstition Mountains Community Facilities District No. 1

Temple Emanuel of Tempe
Terros Behavioral Health Services
The Guidance Center, Inc.
The Town of Prescott Valley
Town of Clarkdale
Town of Marana
Town of Oro Valley
Town of Queen Creek
Tucson Unified School District #1
UNIVERSITY OF ARIZONA
Valley Metro RPTA
West Yavapai Guidance Clinic
WorldatWork
Yuma County Sheriff's Office
Alameda County Medical Center
Alameda County Sheriff's Office
Alert Ambulance Network, LLC
Allen and O'Hara Education Services
ALLIANT INTERNATIONAL UNIVERSITY
Alliant International University - Fresno
Alliant International University - Irvine
Alliant International University - Los Angeles
Alliant International University - Sacramento
Alliant International University - San Diego
Anaheim Union High School District
Associated Students - California State University - Hayward
Associated Students - California State University - Long Beach
Associated Students - San Diego State University
Associated Students California State University - Fresno
Associated Students California State University - Fullerton, Inc.
Associated Students California State University - Northridge, Inc.
Associated Students California State University - San Bernardino
Associated Students Incorporated of California State University - Stanislaus
Associated Students of California State University - Chico
Associated Students of California State University - Sacramento
Associated Students of California State University - San Marcos
Associated Students of California State University Los Angeles, Inc.
Associated Students of California State University, Channel Islands
Associated Students of Humboldt State University
Associated Students of San Francisco State University
Associated Students of Sonoma State University
Associated Students of the California Maritime Academy
Associated Students San Jose State University
Associated Students, California State University - Dominguez Hills
Associated Students, California State University, Bakersfield, Inc.
Associated Students, Incorporated of California Polytechnic State University at San Luis Obispo
Associated Students, Incorporated, California State Polytechnic University - Pomona
Autism Speaks
Aztec Shops, Ltd.
Bob Hope Airport

Boys & Girls Club of St Helena
Burbank Unified School District
Burbank-Glendale-Pasadena Airport Authority
Bureau of State Audits
Cal Poly Housing Corporation
Cal Poly Pomona University Educational Trust
Cal State Hayward Educational Foundation
Cal State L.A. University Auxiliary Services, Inc.
Calexico Unified School District
California State University - Fullerton Housing Authority
CALIFORNIA BAPTIST UNIVERSITY
CALIFORNIA LUTHERAN UNIVERSITY
CALIFORNIA MARITIME ACADEMY
California Maritime Academy Foundation, Inc.
California Polytechnic State University Foundation
CALIFORNIA POLYTECHNIC STATE UNIVERSITY-SAN LUIS OBISPO
California State Los Angeles Foundation
CALIFORNIA STATE POLYTECHNIC UNIVERSITY-POMONA
California State University - Chico Research Foundation
California State University - Fresno Association, Inc.
California State University - Fresno Foundation
California State University - Hayward Foundation, Inc.
California State University - Long Beach Foundation
California State University - Northridge - Foundation
California State University - Sacramento - Trust Foundation
California State University - Sacramento Foundation
California State University - San Marcos Foundation
California State University - Stanislaus Auxiliary and Business Services
California State University - Stanislaus Foundation
California State University Bakersfield Foundation
CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
California State University Dominguez Hills Foundation
California State University Foundation
California State University Institute
California State University, Bakersfield Foundation for Research
California State University, Bakersfield Student Union
California State University, Channel Islands Foundation
California State University, Fullerton, Foundation
CALIFORNIA STATE UNIVERSITY-BAKERSFIELD
CALIFORNIA STATE UNIVERSITY-CHANCELLORS OFFICE
CALIFORNIA STATE UNIVERSITY-CHICO
CALIFORNIA STATE UNIVERSITY-DOMINGUEZ HILLS
CALIFORNIA STATE UNIVERSITY-EAST BAY
CALIFORNIA STATE UNIVERSITY-FRESNO
CALIFORNIA STATE UNIVERSITY-FULLERTON
CALIFORNIA STATE UNIVERSITY-LONG BEACH
CALIFORNIA STATE UNIVERSITY-LOS ANGELES
CALIFORNIA STATE UNIVERSITY-MONTEREY BAY
CALIFORNIA STATE UNIVERSITY-NORTHRIDGE
CALIFORNIA STATE UNIVERSITY-SACRAMENTO
CALIFORNIA STATE UNIVERSITY-SAN BERNARDINO

CALIFORNIA STATE UNIVERSITY-SAN MARCOS
CALIFORNIA STATE UNIVERSITY-STANISLAUS
California State Univesity-Educational Opportunity
CalOptima
Capital Public Radio
Carlsbad Police Department
Carnegie Institution of Washington
Central Basin Municipal Water District
CENTRE CITY DEVELOPMENT CORP.
Chabot - Las Positas Community College District
CHAPMAN UNIVERSITY
City of Agoura Hills
City of Anaheim
City of Auburn
City of Berkeley (CA)
City of Beverly Hills
City of Brea
City of Buena Park
City of Calimesa
City of Carlsbad
CITY OF CERRITOS
City of Chino
City of Chino Hills
City of Chula Vista
City of Coronado
CITY OF CORONADO FIRE DEPARTMENT
City of Costa Mesa
City of Covina
City of Culver City
City of El Cajon
City of El Cerrito
City Of El Paso de Robles
City of El Segundo
CITY OF ENCINITAS-PUBLIC WORKS FACILITY
City of Escondido
City of Fremont
City of Fresno
City of Gardena
City of Hawthorne - California
City of Hayward
City of Hemet (CA)
City of La Mesa
City of La Verne
City of Lakewood
City of Lancaster
City of Lathrop
City of Lodi
City of Long Beach
City of Los Angeles
City of Lynwood
City of Madera

CITY OF MALIBU
City of Manhattan Beach
City of Manteca
City of Mountain View
City of National City
City of Norwalk
City of Novato
City of Oakland
City of Oakley
City of Oceanside
City of Ontario
City of Orange
CITY OF OXNARD
City Of Palm Desert
City of Palm Springs
City of Pasadena
City of Patterson
City of Poway
City of Rancho Cucamonga
City of Redding
City of Redwood City
City of Riverside
City Of Sacramento
City of Salinas (CA)
City of San Diego
City of San Jose
City of San Pablo
City of San Ramon
City of Santa Clarita
City of Santa Cruz
City of Santee
City of South Gate
City of Stanton (CA)
City of Sunnyvale
City of Torrance
City of Ventura
City of Victorville
City of Wasco
City of Westlake Village
City of Whittier

CLAREMONT GRADUATE UNIVERSITY

CLAREMONT GRADUATE UNIVERSITY - Office of Advancement
CLAREMONT GRADUATE UNIVERSITY - Peter F. Drucker and Masatoshi Ito
Graduate School of Management
CLAREMONT GRADUATE UNIVERSITY - School of Arts and Humanities
CLAREMONT GRADUATE UNIVERSITY - School of Behavioral and Organizational
Sciences
CLAREMONT GRADUATE UNIVERSITY - School of Educational Studies
CLAREMONT GRADUATE UNIVERSITY - School of Information and Technology
CLAREMONT GRADUATE UNIVERSITY - School of Politics and Economics
CLAREMONT GRADUATE UNIVERSITY - School of Religion

Claremont University Consortium
CLEVELAND CHIROPRACTIC COLLEGE OF LOS ANGELES
Clovis Unified School District
Coast Community College District
COGSWELL POLYTECHNICAL COLLEGE
County of Tulare
County of Marin
County of Nevada
County of Orange
County of Riverside
County of Sacramento
County of San Diego
County of Ventura
Court of Appeal, First Appellate District
CSAC - Excess Insurance Authority
CSUMB Employee Housing, Inc.
Cupertino Union School District
Delta Diablo Sanitation District
Desert Sands Unified School District
DEVRY UNIVERSITY - FREMONT
DEVRY UNIVERSITY - FRESNO
DEVRY UNIVERSITY - IRVINE
DEVRY UNIVERSITY - LONG BEACH
DEVRY UNIVERSITY - LOS ANGELES METRO
DEVRY UNIVERSITY - POMONA
DEVRY UNIVERSITY - SACRAMENTO
DEVRY UNIVERSITY - SAN DIEGO
DEVRY UNIVERSITY - SAN FRANCISCO
DEVRY UNIVERSITY - SAN JOSE
DEVRY UNIVERSITY - WEST HILLS
Discovery Christian Church
DOMINICAN UNIVERSITY OF CALIFORNIA
Donald P. Katherine B. Liker University Student Union, Inc.
East Bay Municipal Utility
Encina Wastewater Authority
Environmental Service Concepts, LLC - Farmers Market
Environmental Service Concepts, LLC - Universal City Walk
Environmental Services Concepts, LLC - Beverly Center
ESA - Carden Academy Morgan Hill
ESA - Rossier Park Elementary
ESA - Rossier Park High
ESA - Spectrum - Concord Campus - Valley
ESA - Spectrum - Fairfield Campus - Solano
ESA - Spectrum - Oakland Campus - Camden
ESA - Spectrum - Pittsburg Campus - Delta
ESA - Spectrum - Randol Campus
ESA - Spectrum - San Pablo Campus - Tara Hills
ESA - Spectrum - Union City Campus - Mission Valley
ESA - Spectrum Center - Golden Gate Campus
EVERGREEN VALLEY COLLEGE
Forest Lawn Memorial Park

Forty-Niner Shops, Inc.
Foundation for Educational Achievement
Foundation for the California State University - San Bernardino
Foundation of California State University - Monterey Bay
Franciscan Shops
Fresno County Economic Opportunities Commission
FRESNO PACIFIC UNIVERSITY
Fresno State Programs for Children, Inc.
Glendale Unified School District
Glenn Superior Court
Golden Gate National Parks Conservancy
GOLDEN GATE UNIVERSITY-SAN FRANCISCO
Grossmont Union High School District
Hacienda La Puente USD (K-12)
Harvard-Westlake School
HARVEY MUDD COLLEGE
Hemet Unified School District
Hillsborough City School District
HUMBOLDT STATE UNIVERSITY
Humboldt State University Center Board of Directors
Humboldt State University Foundation
HUMPHREYS COLLEGE-STOCKTON
Huntington Beach Union High School District
Inglewood Park Cemetery
JOHN F KENNEDY UNIVERSITY
Keck Graduate Institute
LA COSTA CANYON HIGH SCHOOL FOUNDATION
LA County Superior Court
LA SIERRA UNIVERSITY
Lake Elsinore Unified School District
Lakeside Union School District
Las Virgenes Unified School District
Los Angeles County Office of Education (LACOE)
Los Angeles Fire Department
Los Angeles Law Library
Los Angeles Unified School District
Marin County Employees Retirement Association
Marine Mammal Center
MENLO COLLEGE
Metropolitan Water District of Southern California
MILLS COLLEGE
Montclair Police Department
MOUNT SAINT MARY'S COLLEGE
National City Public Library
NEIGHBORHOOD HOUSE ASSOCIATION
Newark Memorial High School
North Bay Regional Center
North Campus - University Park Development Corporation
North County Health Project, Inc.
Oakland Adult Education - Edward Shands Adult School
Oakland Unified School District

Office of Systems Intergration
Operation Safehouse
Orange County Fire Authority
Orange County Sanitation District
Orange County Vector Control District
PACIFIC GRADUATE SCHOOL OF PSYCHOLOGY
PADRE DAM MUNICIPAL WATER DISTRICT
Palm Springs Art Museum
Palm Springs Unified School District
Palo Verde Unified School District
Placer ARC
Placer County Procurement Services
Project Kindle Inc.
Redlands Unified School District
SAINT MARY'S COLLEGE OF CALIFORNIA
San Andreas Regional Center
SAN DIEGO COUNTY OFFICE OF EDUCATION
San Diego County Regional Airport Authority
SAN DIEGO COUNTY WATER AUTHORITY
San Diego Regional Center
SAN DIEGO STATE UNIVERSITY
San Diego State University Foundation
San Diego Superior Court
San Diego Unified Port District
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
San Fernando Valley Community Mental Health Center
SAN FRANCISCO ART INSTITUTE
San Francisco Public Utilities Commission
SAN FRANCISCO STATE UNIVERSITY
San Francisco State University Foundation, Inc.
San Francisco State University Student Center
San Gabriel Pomona Regional Center
SAN JOSE CITY COLLEGE
SAN JOSE STATE UNIVERSITY
San Jose State University Foundation
SAN JOSE-EVERGREEN COMMUNITY COLLEGE DISTRICT
San Luis Obispo County Office of Education
San Marcos University Corporation
SANDAG (San Diego Assoc. of Governments)
Santa Clara County Office of Education
SAYBROOK GRADUATE SCHOOL AND RESEARCH CENTER
Schmahl Science Workshops
Sequoia Union High School District
Shakti Rising
SIMPSON UNIVERSITY
Sinai Temple dba Mount Sinai Parks & Mortuaries
Skirball Cultural Center
SONOMA COUNTY JUNIOR COLLEGE DISTRICT
Sonoma State Enterprises, Inc.
SONOMA STATE UNIVERSITY
Sonoma State University Academic Foundation Inc.

Sonoma Student Union Corporation
SOUTHERN CALIFORNIA COLLEGE OF OPTOMETRY
Spartan Shops, Inc.
St Augustine High School
State Center Community College District
State of California Assembly Rules Committee
State of California Dept. of General Services
Stone Soup
Student Union of California State University - San Bernardino
Superior Court of California, County of Marin
Superior Court of California, County of Merced
Superior Court of California, County of Riverside
Sutter County
Sweetwater Authority
Temecula Valley Unified School District
The Agricultural Foundation of California State University - Fresno
The Cal Poly Pomona Foundation, Inc.
The California State University - Fresno Athletic Corporation
The Campanile Foundation
The City of Corona (CA)
The Housing Authority of the County of Contra Costa
The King's College and Seminary
THE NATURE CONSERVANCY
The Student Union of San Jose State University
The University Corporation
The University Foundation California State University - Chico
THE UNIVERSITY OF WEST LOS ANGELES
Union Sanitary District
University - Student Union Board, California State University - Los Angeles
University Advancement Foundation
University Glen Corporation
UNIVERSITY OF LA VERNE
UNIVERSITY OF REDLANDS
UNIVERSITY OF SAN DIEGO
UNIVERSITY OF SOUTHERN CALIFORNIA
UNIVERSITY OF THE PACIFIC
UNIVERSITY OF THE PACIFIC MCGEORGE SCHOOL OF LAW
UNIVERSITY OF THE PACIFIC SCHOOL OF DENTISTRY
University Student Union of California State University - Northridge
University Union of California State University - Hayward
University Union of California State University - Stanislaus
University Union Operation of California State University - Sacramento
Valley Mountain Regional Center
Ventura County Community College District
Vista Hill Foundation
West Oakland Health Council
WestEd
WESTERN UNIVERSITY OF HEALTH SCIENCES
Westside Regional Center
Win River Casino
Yucaipa-Calimesa Joint Unified School District

Accreditation Review Committee on Education in Surgical Technology

Adams County Golf Courses

Adams County Housing Authority

Adams County School District 50

Boulder County

Brent's Place (Brent Ely Foundation)

Calvary Episcopal Church

Cherry Creek School District #5

City and County of Denver - Wastewater Management

City of Colorado Springs

City of Cortez

City of Englewood

City of Fort Morgan

City of Glendale

City of Glenwood Springs

City of Littleton - Fire Department

City of Longmont

City of Loveland

City of Wheat Ridge, CO

Colorado Children's Campaign

Colorado Christian Univ. - AGS Northern Colorado Center

Colorado Christian Univ. - AGS Southern Colorado Center

Colorado Christian Univ. - AGS Western Colorado Center

COLORADO CHRISTIAN UNIVERSITY

Colorado Judicial Department

Colorado School Districts Self Insurance Pool

Colorado Seminary

COLORADO STATE UNIVERSITY

Colorado Supreme Court

Denver Housing Authority

Denver University

Denver Young Artists Orchestra

DEVRY UNIVERSITY - COLORADO SPRINGS

DEVRY UNIVERSITY - DENVER

DEVRY UNIVERSITY - WESTMINSTER

Eagle County School District

El Paso County

El Paso County Department of Health & Environment

Ent Federal Credit Union

ESA - College of Living Experience

ESA - Humanex Academy

ESA - Regional Marketing

Focus on the Family

Fort Lewis College

Fremont Sanitation District

Junior Achievement Worldwide

La Plata County Government

Larimer County

Lewis Palmer School District

Marilyn Hickey Ministries/Orchard Road Christian Center

Mesa County Valley School District #51

MESA STATE COLLEGE
Poudre School District
Pueblo City-County Health Department
PW-Wastewater Management Division
REGIS UNIVERSITY
Rocky Vista University College of Osteopathic Medicine, LLC
St. Vrain Valley School District
The Clayton Foundation
The Colorado Health Foundation
Thompson School District
Town of Erie
Casey Family Services
City of Danbury, CT
City of Shelton
Department of Children and Families
Enhanced Care Initiative
Greater Bridgeport Transit Authority
HealthCare Connection, Inc.
Newington Board of Education
SACRED HEART UNIVERSITY
SAINT JOSEPH COLLEGE
Town of Glastonbury
Town of Greenwich
UNIVERSITY OF NEW HAVEN
Walnut Hill Community Church
West Hartford Public Schools
Windham Region Council of Governments
Alice Deal Middle School
American Council for an Energy-Efficient Economy (ACEEE)
American Red Cross
American University
Association for Psychological Science
Association of Maternal & Child Health Programs
CATHOLIC UNIVERSITY OF AMERICA
Center for Health and Gender Equity
Children's National Medical Center
Friendship Public Charter School
GEORGETOWN UNIVERSITY
Grantmakers for Effective Organizations
Jewish Historical Society of Greater Washington, DC
Laborers' International Union of North America
Metropolitan Washington Airports Authority
Metropolitan Washington Council of Governments
NATIONAL-LOUIS UNIVERSITY - Washington DC Campus
Save The Children
TRINITY UNIVERSITY
Washington Metropolitan Area Transit Authority
City of Wilmington
DELAWARE STATE UNIVERSITY
Lewes Police Department
Alachua County Sheriff's Office

Baker County Board of Commissioners
Brevard Achievement Center
Brevard County Board of County Commissioners
BROWARD COMMUNITY COLLEGE
Broward County Board of County Commissioners (FL)
Broward County Public Schools
CARLOS ALBIZU UNIVERSITY-MIAMI CAMPUS
CENTRAL FLORIDA COMMUNITY COLLEGE
Charlotte County Fire/EMS
City of Altamonte Springs
City of Apopka
City of Bonita Springs
City of Boynton Beach, Fire Rescue Department
City of Boynton Beach, Florida
City of Casselberry Police Department
City of Cocoa
City of Coconut Creek
City of Daytona Beach
City of DeFuniak Springs
City of Deltona
City of Fort Lauderdale
City of Fort Pierce
City of Fort Walton Beach
City of Gainesville
City of Gulf Breeze
City of Hallandale Beach
City of Homestead
City of Jacksonville
City of Lake Mary
City of Lake Wales
City of Melbourne
City of Miami (FL)
City of Miramar
City of North Miami Beach
City Of Oldsmar
City of Orlando, Florida
City of Pinellas Park
City of Plantation
City of Port Orange
City of Sanford
City of Sanford - Public Works/Fleet Maintenance
City of Sebastian
City of South Daytona
City of St. Petersburg
City of Stuart, Florida
City of Sunrise
City of Tallahassee
City of Tampa
City of Tarpon Springs
City of Winter Park
Collier County Board of County Commissioners

Collier County Public Schools
Community Coordinated Care for Children
Council on Aging of West Florida, Inc.
CROSS INTERNATIONAL
Davie Police Department
DAYTONA BEACH COMMUNITY COLLEGE
DEVRY UNIVERSITY - FORT LAUDERDALE
DEVRY UNIVERSITY - JACKSONVILLE
DEVRY UNIVERSITY - MIAMI
DEVRY UNIVERSITY - MIRAMAR
DEVRY UNIVERSITY - ORLANDO
DEVRY UNIVERSITY - ORLANDO NORTH
DEVRY UNIVERSITY - TAMPA
DEVRY UNIVERSITY - TAMPA EAST
Duval County
EMBRY RIDDLE AERONAUTICAL UNIVERSITY-DAYTONA BEACH
Emerald Coast Utilities Authority
Environmental Service Concepts, LLC - Cordova Mall
Environmental Service Concepts, LLC - University Mall
ESA - Atlantis Academy - Coral Springs
ESA - Atlantis Academy - Miami
ESA - Atlantis Academy - Palm Beaches
ESA - Atlantis Academy - Tallahassee
ESA - Bishop-Eton School
ESA - Broach Tampa High School
ESA - College Living Experience
ESA - Crossroads - Arlington School
ESA - Crossroads - North
ESA - Crossroads - Regional Office
ESA - Crossroads - West
ESA - Crossroads Clearwater
ESA - Crossroads Lakeland
ESA - Crossroads Mandarin/Broach Mandarin
ESA - Crossroads Orange Park
ESA - Crossroads Tampa
ESA - Crossroads West Palm
ESA - Jupiter Academy
ESA - Regional Marketing
ESA - Regional Marketing
ESA - The Brevard Learning Clinic - Melbourne School
ESA - The Broach School - Orange Park Campus
ESA - The Broach School - South
ESA - The Broach School - West
ESA - The Broach School at Bradenton
ESA - The Broach School at Fort Myers
ESA - The Broach School at Jacksonville
ESA - The Broach School at St. Petersburg
ESA - The Broach School of Tampa Elementary
ESA - Zephyrhills
Escambia County Sheriff's Office
Escambia County, Florida

Face School- Florida Autism Center of Excellence
FLAGLER COLLEGE
FLORIDA COMMUNITY COLLEGE AT JACKSONVILLE
Florida Community Health Centers
Florida Gulf Coast University
FLORIDA INTERNATIONAL UNIVERSITY
FLORIDA MEMORIAL COLLEGE
FLORIDA STATE UNIVERSITY
Florida Tech - Melbourne
Ft. Myers Public Defender's Office
GULF COAST COMMUNITY COLLEGE
HAITIAN NEIGHBORHOOD CENTER
Hardee County Board of County Commissioners
HENDRY COUNTY SCHOOL BOARD DISTRICT
Hendry County Sheriff Department
Hendry County Technology Services
Hernando County Board of County Commissioners
Hialeah Fire Department
HILLSBOROUGH COMMUNITY COLLEGE
Hillsborough County (FL)
Hillsborough County Clerk of Circuit Court
Hillsborough County Fire Rescue
Hillsborough County Public Schools
Hillsborough County Sheriff's Office
Housing Authority of The City of Key West
JACKSONVILLE UNIVERSITY
KEISER COLLEGE
Key Largo Fire Rescue
LAKE-SUMTER COMMUNITY COLLEGE
Lee County Sheriff's Department
Lee County Tax Collector
Legal Services of Greater Miami, Inc.
Leon County, Florida
LiveIT Academy
Longwood Police Dept.
LYNN UNIVERSITY
MANATEE COMMUNITY COLLEGE
Manatee County Government
Marion County Sheriff's Office
MEDVANCE INSTITUTE - CORPORATE
MEDVANCE INSTITUTE - FT. LAUDERDALE
MEDVANCE INSTITUTE - MIAMI
MEDVANCE INSTITUTE - PORT ST. LUCIE
MEDVANCE INSTITUTE - STUART
MEDVANCE INSTITUTE - WEST PALM BEACH
Miami Ad School
MIAMI DADE COLLEGE
Miami-Dade County

Moody Bible Institute - WKES
Moody Bible Institute - WRMB
NATIONAL-LOUIS UNIVERSITY - Tampa Florida Campus
North Lauderdale Fire Rescue
Northside Mental Health Center
NOVA SOUTHEASTERN UNIVERSITY
Office of the Public Defender-18th Circuit
Office of the State Attorney
Okaloosa County Board Of County Commissioners
Okaloosa County Sheriff's Office
OKALOOSA-WALTON COLLEGE
Orange County Board of County Commissioners
Orange County Fire & Rescue
Orange County Health Department
Orlando-Orange County Expressway Authority
Orthodox Christian Mission Center
Osceola County Government (BOCC)
PALM BEACH COMMUNITY COLLEGE
Palm Beach County Sheriff's Office
Pasco County Clerk of the Circuit Court
PENSACOLA JUNIOR COLLEGE
Pinellas County Board of County Commissioners
Pinellas County Sheriff's Office
Public Defenders Office, 11th Judicial Circuit
Reedy Creek Improvement District
ROLLINS COLLEGE
SAINT THOMAS UNIVERSITY
SANTA FE COMMUNITY COLLEGE
Santa Rosa County FCU
Santa Rosa County School Board
School Board of Pinellas County, Florida
School District of Osceola County
SEMINOLE COMMUNITY COLLEGE
Seminole County (FL)
SHELTER FOR ABUSED WOMEN/CHILD
Sistema Universitario Ana G. Mendez (SUAGM)
Solid Waste Authority of Palm Beach County Florida
SOUTH FLORIDA COMMUNITY COLLEGE
South Florida Regional Transportation Authority
St Johns County Supervisor of Elections
ST PETERSBURG COLLEGE
State Attorney 18th JC of Florida
STETSON UNIVERSITY
Tampa Bay History Center
Tampa Sports Authority
The American University of the Caribbean School of Medicine
THE BAPTIST COLLEGE OF FLORIDA
The Centers, Inc.
THE UNIVERSITY OF TAMPA
Town of Belleair
Town of Indian River Shores

Town of Palm Beach
Town of Southwest Ranches
Town of Surfside Technology Department
TRINITY COLLEGE OF FLORIDA
United Cerebral Palsy South Florida
United Safety Council
University of Central Florida
UNIVERSITY OF FLORIDA
UNIVERSITY OF NORTH FLORIDA
VALENCIA COMMUNITY COLLEGE
Vero Beach Police Department
Village of Royal Palm Beach
Washington Co Dist. School Board/ dba Washington-Holmes Technical Ctr
Winter Garden Police Department
Work Force One
Wounded Warrior Project
YMCA of the Palms
YMCA OF THE PALMS/Bonita Springs
Alpharetta First United Methodist
American Intercontinental University
Anverse, Inc.
Atlanta HIDTA
Atlanta Public Schools
AUGUSTA TECHNICAL COLLEGE
BERRY COLLEGE
Berry College - Oak Hill and the Martha Berry Museum
BREWTON-PARKER COLLEGE
Camden County Board of Commissioners
Carroll County Board of Commissioners
City of Atlanta
City of Cartersville
City of Cumming, Georgia
City of Kennesaw
City of Roswell, Georgia
City of Sandy Springs
City of Smyrna Georgia
CLARK ATLANTA UNIVERSITY
Cobb County Government
COVENANT COLLEGE
Crisp County Board of Commisioners
Crisp County Health Department
Crisp County Information Technology Department
Dade County
DeKalb Community Service Board (CSB)
DeKalb County Government
Department of Administrative Services, State of Georgia
Department of Juvenile Justice
DEVRY UNIVERSITY - ALPHARETTA
DEVRY UNIVERSITY - ATLANTA
DEVRY UNIVERSITY - ATLANTA BUCKHEAD
DEVRY UNIVERSITY - ATLANTA PERIMETER CENTER

DEVRY UNIVERSITY - DECATUR
DEVRY UNIVERSITY - DULUTH
DEVRY UNIVERSITY - STOCKBRIDGE
Floyd County Government
Georgia Department of Human Resources
Georgia International Convention Center
Georgia Office of Secretary of State
Georgia State Government 7th Judicial Administrative District
Grady County Board of Commissioners
GRN Community Service Board
Gwinnett County Board of County Commissioners
Gwinnett County Public Library
Jones County Board of Commissioners
LAGRANGE COLLEGE
LIFE UNIVERSITY
Metropolitan Atlanta Rapid Transit Authority (MARTA)
Municipal Gas Authority of Georgia
PAINE COLLEGE
SHORTER COLLEGE
Smoke Rise Baptist Church
SPELMAN COLLEGE
State of Georgia - Department of Human Resources
The City Of Monroe
THOMAS UNIVERSITY
TOCCOA FALLS COLLEGE
TRUETT-MCCONNELL COLLEGE
Unified Government of Athens-Clarke County
University of Georgia Police Department
Walton County Board of Education
Walton County Water and Sewerage Authority
Walton Electric Membership Corporation
American Red Cross - Central Iowa Chapter
Black Hawk County
Bondurant-Farrar Community Schools
Cass County Memorial Hospital
Center for the Advancement of Self-Sufficiency, Incorporated
City of Ames
City of Cedar Rapids IA
City of Council Bluffs Police Department
City of Davenport
City of Des Moines
City of Nevada
Dallas County
Delaware County
DES MOINES AREA COMMUNITY COLLEGE
Greene County
Guthrie County
Heartland Child Development
HENRY COUNTY SHERIFFS OFFICE
Hospice of Central Iowa
Indianola High School

Iowa Division of Banking
Iowa State Association of Counties
Linn County
Minburn Community School District
Nishna Valley Credit Union
Northeast Iowa Community College
Norwalk Community Schools
Riverside Lutheran Bible Camp
SIMPSON COLLEGE
The Municipal Housing Agency
Veteran Affairs - Iowa Veterans Cemetary
Walnut Creek Community Church
Warren County
Winterset Community School District
Children's Home Society of Idaho
City of Idaho Falls
College of Western Idaho
Idaho Housing and Finance Association
Mountain Home Fire Department
The City of Post Falls, Idaho
Addison Public Library
After School Matters
American Dental Association
BLACK HAWK COLLEGE
BLACKBURN COLLEGE
Bloom Township
Boy Scouts of America
CARL SANDBURG COLLEGE
Carol Stream Police
Central Illinois Service Access, Inc.
Chester Community Unit School District
Chicago Public Schools
City Colleges of Chicago System
CITY COLLEGES OF CHICAGO-HAROLD WASHINGTON COLLEGE
CITY COLLEGES OF CHICAGO-HARRY S TRUMAN COLLEGE
CITY COLLEGES OF CHICAGO-KENNEDY-KING COLLEGE
CITY COLLEGES OF CHICAGO-MALCOLM X COLLEGE
CITY COLLEGES OF CHICAGO-OLIVE-HARVEY COLLEGE
CITY COLLEGES OF CHICAGO-RICHARD J DALEY COLLEGE
CITY COLLEGES OF CHICAGO-WILBUR WRIGHT COLLEGE
City of Aurora (IL)
City of Decatur
City of Edwardsville
City of Elgin
City of Evanston
City of Galesburg, IL
City of Lake Forest
City of Park Ridge
City of Peoria, Illinois
City of Peru
City of Quincy

City of Rock Island
City of Tuscola
City of Waterloo
City of Wilmington
COLLEGE OF DUPAGE
COLLEGE OF LAKE COUNTY
COLUMBIA COLLEGE CHICAGO
Consulate General of the Republic of Poland
Cook County Office of the Purchasing Agent
County of DuPage
County of McHenry
Crusader Clinic
DANVILLE AREA COMMUNITY COLLEGE
Danville Public Library
DeKalb County Public Building Commission
DES PLAINES PARK DISTRICT
DEVRY UNIVERSITY - ADDISON
DEVRY UNIVERSITY - CHICAGO
DEVRY UNIVERSITY - CHICAGO LOOP
DEVRY UNIVERSITY - CHICAGO O'HARE
DEVRY UNIVERSITY - ELGIN
DEVRY UNIVERSITY - GURNEE
DEVRY UNIVERSITY - LINCOLNSHIRE
DEVRY UNIVERSITY - NAPERVILLE
DEVRY UNIVERSITY - OAKBROOK TERRACE
DEVRY UNIVERSITY - SCHAUMBURG
DEVRY UNIVERSITY - TINLEY PARK
District 156 - McHenry Community High School
District 156 - McHenry High School - Booster Club
District 156 - McHenry High School - East Campus
District 156 - McHenry High School - Tempo
District 156 - McHenry High School - West Campus
District 156 - McHenry High Schools - Athletics
District 200 - Clay Elementary School
District 200 - Dean Street Elementary School
District 200 - Greenwood Elementary School
District 200 - Mary Endres Elementary School
District 200 - Northwood Middle School
District 200 - Olson Middle School
District 200 - Verda Dierzen Early Learning Center
District 200 - Westwood Elementary School
District 200 - Woodstock Community Unit School District
District 200 - Woodstock High School
District 300 - Administration Building
District 300 - Algonquin Lakes Elementary
District 300 - Algonquin Middle School
District 300 - Buildings and Grounds
District 300 - Carpentersville Middle School
District 300 - deLacey Family Education Center
District 300 - Dundee Highlands Elementary
District 300 - Dundee Middle School

District 300 - Dundee-Crown High School
District 300 - Eastview Elementary
District 300 - Golfview Elementary
District 300 - Hampshire Elementary
District 300 - Hampshire High School
District 300 - Jacobs High School
District 300 - Lake in the Hills Elementary
District 300 - Lakewood
District 300 - Liberty Elementary
District 300 - Lincoln Prairie Elementary
District 300 - Meadowdale Elementary
District 300 - Neubert Elementary School
District 300 - Oak Ridge School
District 300 - Parkview Elementary
District 300 - Perry Elementary
District 300 - Sleepy Hollow Elementary
District 300 - Transportation - Algonquin
District 300 - Transportation - Carpentersville
District 300 - Westfield Community School
Dundee Township Park District
DuPage County Health Department
Edwardsville CUSD #7
Ela Township
ELGIN COMMUNITY COLLEGE
ELMHURST COLLEGE
ESA - Regional Marketing
Fairview Ministries/ VibrantLiving Communities and Services
Forest Preserve District of Cook County
Freeport Park District
Frontier Community College
Glen Carbon Centennial Library
Glen Ellyn Public Library
Good Samaritan Home of Quincy
Granite City School District
GREENVILLE COLLEGE
Harvest Bible Chapel
HEARTLAND COMMUNITY COLLEGE
HIGHLAND COMMUNITY COLLEGE
Hinsdale Public Library
Hoffman Estates Park District
Housing Authority of Joliet
Illinois Association of School Administrators
Illinois Audubon Society
ILLINOIS CENTRAL COLLEGE
Illinois Community College Board
Illinois Community College System Foundation
ILLINOIS EASTERN COMMUNITY COLLEGES-OLNEY CENTRAL COLLEGE
ILLINOIS EASTERN COMMUNITY COLLEGES-WABASH VALLEY COLLEGE
ILLINOIS VALLEY COMMUNITY COLLEGE
ILLINOIS WESLEYAN UNIVERSITY
Infant Welfare Society of Chicago

ITT TECHNICAL INSTITUTE
ITT TECHNICAL INSTITUTE
JOHN A LOGAN COLLEGE
JOHN WOOD COMMUNITY COLLEGE
JOLIET JUNIOR COLLEGE
JUDSON COLLEGE
KANKAKEE COMMUNITY COLLEGE
KASKASKIA COLLEGE
KISHWAUKEE COLLEGE
Lake County Health Department and Community Health Center
LAKE FOREST GRADUATE SCHOOL OF MANAGEMENT
Lake Forest Police Department
LAKE LAND COLLEGE
LEWIS AND CLARK COMMUNITY COLLEGE
LINCOLN LAND COMMUNITY COLLEGE
Lincoln Trail College
Lisle Public Library District
Lockport Township Park District
LOYOLA UNIVERSITY CHICAGO
Madison County Government
Marengo Rescue Squad
MCHENRY COUNTY COLLEGE
MIDWESTERN UNIVERSITY
MONMOUTH COLLEGE
MOODY BIBLE INSTITUTE
Moody Bible Institute - WDLM
Moody Bible Institute - WMBI
MORAINE VALLEY COMMUNITY COLLEGE
MORTON COLLEGE
Mount Prospect School District 57
NATIONAL-LOUIS UNIVERSITY
NATIONAL-LOUIS UNIVERSITY - Chicago Campus
NATIONAL-LOUIS UNIVERSITY - Elgin Campus
NATIONAL-LOUIS UNIVERSITY - Lisle Campus
NATIONAL-LOUIS UNIVERSITY - Skokie Campus
Neighborhood Housing Services of Chicago
NORTH CENTRAL COLLEGE
Oak Park Township
OAKTON COMMUNITY COLLEGE
OLIVET NAZARENE UNIVERSITY
Oswego CUSD #308
Our Lady of Perpetual Help Church
Park District Risk Management
PARKLAND COLLEGE
Peoria Public Schools District 150
PRAIRIE STATE COLLEGE
Prospect Heights Police Department
REND LAKE COLLEGE
RICHLAND COMMUNITY COLLEGE
ROBERT MORRIS COLLEGE
ROBERT MORRIS COLLEGE - BENSENVILLE

ROBERT MORRIS COLLEGE - DUPAGE
ROBERT MORRIS COLLEGE - LAKE CO.
ROBERT MORRIS COLLEGE - ORLAND PARK
ROBERT MORRIS COLLEGE - ORLAND PARK
ROBERT MORRIS COLLEGE - PEORIA
ROBERT MORRIS COLLEGE - SPRINGFIELD
ROCK VALLEY COLLEGE
Rockford Lutheran Schools
Roxana Public Library District
SAUK VALLEY COMMUNITY COLLEGE
SHAWNEE COMMUNITY COLLEGE
Skokie Park District
SOUTH SUBURBAN COLLEGE
SOUTHEASTERN ILLINOIS COLLEGE
Southern Illinois Enforcement Group
SOUTHERN ILLINOIS UNIVERSITY EDWARDSVILLE
SOUTHWESTERN ILLINOIS COLLEGE
SPERTUS COLLEGE
SPOON RIVER COLLEGE
SPRINGFIELD COLLEGE IN ILLINOIS
Springfield Park District
St. Clair County
The Family Institute at Northwestern University
Town of Normal, Illinois
Trilogy, Inc.
TRITON COLLEGE
University of St. Francis
Village of Bartlett
Village of Elk Grove
Village of Glen Ellyn
Village of Glendale Heights (IL)
Village of Grayslake
Village of Milan
Village of Oak Brook
Village of Westchester
Village of Wheeling
Village of Woodridge
WAUBONSEE COMMUNITY COLLEGE
Westmont Public Library
Will County Government (IL)
WILLIAM RAINEY HARPER COLLEGE
Willow Creek Communiuty Church
Woodford County
Woodford County Health Department
Woodridge School District 68
Allen County Government
ANCILLA COLLEGE
ANDERSON UNIVERSITY
Athens Medical Center
Bartholomew County
BETHEL COLLEGE

Brownsburg Community School Corporation
BUTLER UNIVERSITY
CALUMET COLLEGE OF SAINT JOSEPH
Cancer Services of Allen County
CenterPoint Counseling Center
Cicero Parks Department
City of Fort Wayne
Community Mental Health Center, Inc
DEPAUW UNIVERSITY
DEVRY UNIVERSITY - INDIANAPOLIS
DEVRY UNIVERSITY - MERRILLVILLE
EARLHAM COLLEGE
ESA - Regional Marketing
Evansville-Vanderburgh School Corporation
First United Methodist Church
First United Methodist Church - Martinsville
Fort Wayne Community Schools
FRANKLIN COLLEGE
GAGE, Inc.
Good Samaritan Hospital
GOSHEN COLLEGE
Grace College & Seminary - Grace Schools, Inc.
GRACE COLLEGE AND THEOLOGICAL SEMINARY
HANOVER COLLEGE
HealthSouth Deaconess Rehabilitation Hospital
HOLY CROSS COLLEGE
HUNTINGTON UNIVERSITY
Independent Colleges of Indiana, Inc.
INDIANA INSTITUTE OF TECHNOLOGY
INDIANA WESLEYAN UNIVERSITY
Indiana Wesleyan University - Wesleyan Retirement Center, Inc.
Indianapolis Public Transportation Corporation
IVY TECH COMMUNITY COLLEGE - ANDERSON CAMPUS
IVY TECH COMMUNITY COLLEGE - EAST CHICAGO CAMPUS
IVY TECH COMMUNITY COLLEGE - ELKHART CAMPUS
IVY TECH COMMUNITY COLLEGE - LAWRENCEBURG CAMPUS
IVY TECH COMMUNITY COLLEGE - LOGANSPOUT CAMPUS
IVY TECH COMMUNITY COLLEGE - MARION CAMPUS
IVY TECH COMMUNITY COLLEGE - MICHIGAN CITY CAMPUS
IVY TECH COMMUNITY COLLEGE - VALPARAISO CAMPUS
IVY TECH COMMUNITY COLLEGE - WABASH CAMPUS
IVY TECH COMMUNITY COLLEGE - WARSAW CAMPUS
IVY TECH COMMUNITY COLLEGE-BLOOMINGTON CAMPUS
IVY TECH COMMUNITY COLLEGE-CENTRAL OFFICE
IVY TECH COMMUNITY COLLEGE-COLUMBUS CAMPUS
IVY TECH COMMUNITY COLLEGE-EVANSVILLE CAMPUS
IVY TECH COMMUNITY COLLEGE-FORT WAYNE CAMPUS
IVY TECH COMMUNITY COLLEGE-GARY CAMPUS
IVY TECH COMMUNITY COLLEGE-INDIANAPOLIS CAMPUS
IVY TECH COMMUNITY COLLEGE-KOKOMO CAMPUS
IVY TECH COMMUNITY COLLEGE-LAFAYETTE CAMPUS

IVY TECH COMMUNITY COLLEGE-MADISON CAMPUS
IVY TECH COMMUNITY COLLEGE-MUNCIE CAMPUS
IVY TECH COMMUNITY COLLEGE-RICHMOND CAMPUS
IVY TECH COMMUNITY COLLEGE-SELLERSBURG CAMPUS
IVY TECH COMMUNITY COLLEGE-SOUTH BEND CAMPUS
IVY TECH COMMUNITY COLLEGE-TERRE HAUTE CAMPUS
Kosciusko 21st Century Foundation
Lebanon Public Library
Lifeline Youth & Family Services, Inc.
MANCHESTER COLLEGE
MARIAN COLLEGE
Marshall County Government (Sheriff's Office)
MARTIN UNIVERSITY
Metropolitan School District of Lawrence Township
Metropolitan School District of Mt. Vernon
Monroe County Board of Commissioners
Moody Bible Institute - WGNR
OAKLAND CITY UNIVERSITY
PURDUE UNIVERSITY-CALUMET CAMPUS
ROSE-HULMAN INSTITUTE OF TECHNOLOGY
Rose-Hulman Institute of Technology - Rose-Hulman Ventures
SAINT JOSEPHS COLLEGE
SAINT MARY-OF-THE-WOODS COLLEGE
SAINT MARY'S COLLEGE
South Harrison Community School Corporation
Southern Hancock Schools
TAYLOR UNIVERSITY BROADCASTING, INC.
TAYLOR UNIVERSITY-FT WAYNE
TAYLOR UNIVERSITY-UPLAND
The Center for Hospice and Palliative Care, Inc
Town of Newburgh
Tri-State University
TRI-STATE UNIVERSITY-FORT WAYNE CAMPUS
TRI-STATE UNIVERSITY-HOWE CAMPUS
TRI-STATE UNIVERSITY-KENDALLVILLE CAMPUS
TRI-STATE UNIVERSITY-MERRILLVILLE CAMPUS
TRI-STATE UNIVERSITY-NORTH CAMPUS
TRI-STATE UNIVERSITY-SOUTH BEND CAMPUS
UNIVERSITY OF EVANSVILLE
UNIVERSITY OF INDIANAPOLIS
UNIVERSITY OF SAINT FRANCIS-FT WAYNE
VALPARAISO UNIVERSITY
VINCENNES UNIVERSITY
Vineyard Community Church
WABASH COLLEGE
Workforce Network, Inc.
Atchison County (KS)
Auburn-Washburn USD 437
Bonner Springs Library
Bonner Springs Police Department
Church of the Resurrection

City of Lawrence
City of Lenexa
City of Olathe
City of Ottawa
City of Wichita (KS)
CLEVELAND CHIROPRACTIC COLLEGE
Cloud County
Douglas County
Episcopal Diocese of Kansas
Family Service & Guidance Center of Topeka, Inc.
FORT HAYS STATE UNIVERSITY
Franklin County
Gentiva Health Services, Inc.
Hand in Hand Christian Adoption
Hutchinson Community Foundation
JOHNSON COUNTY COMMUNITY COLLEGE
Johnson County KS
Johnson County Parks & Recreation
Kansas Family Partnership, Inc.
McPherson Public Library
Miami County, Kansas
Mid Kansas Community Action Program Inc
Ransom Memorial Hospital
South Central Mental Health Counseling Center
State of Kansas
Topeka Lutheran School
Turner Unified School District 202
Unified Government of Wyandotte County
USD 259/Wichita Public Schools
WASHBURN UNIVERSITY
Wichita State University
Wyandot Center for Community Behavioral Healthcare, Inc.
Boone County Fiscal Court
Campbell County Fiscal Court
CAMPBELLSVILLE UNIVERSITY
Central Baptist Hospital
Christian County Constable, District 5
City of Bowling Green
City of Owensboro
Fleming County Fiscal Court
Greater Owensboro Economic Development Corporation
Lexington-Fayette Urban County Government
Louisville & Jefferson County Metro Sewer District
MID-CONTINENT UNIVERSITY
Nicholas County Public Library
NORTHERN KENTUCKY UNIVERSITY
Owensboro Riverport
Pennyrile Area Development District
The Housing Authority of Covington
UNIVERSITY OF THE CUMBERLANDS
Warren County Fiscal Court

Wedco District Health Department
Ascension Parish Clerk of Court
Baton Rouge Water Company
CENTENARY COLLEGE OF LOUISIANA
Cypress Baptist Church
DHH-OPH Region 3 - Lafourche Parish Health Unit
Dillard University
LOUISIANA COLLEGE
Louisiana Water Works
MEDVANCE INSTITUTE-BATON ROUGE
NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY
New Orleans Center for Creative Arts/Riverfront
OUR LADY OF HOLY CROSS COLLEGE
REACH
Recreation and Park Commission (BREC)
Second Harvest Food Bank of Greater New Orleans & Acadiana
St Tammany Fire District 4
St. Charles Community Health Center, Inc.
St. Charles Parish President's Office
St. Tammany Parish Mosquito Abatement
Tulane University of Louisiana
UNIVERSITY OF NEW ORLEANS
XAVIER UNIVERSITY OF LOUISIANA
BAY PATH COLLEGE
Boston Public Health Commission
City of Boston
Environmental Service Concepts, LLC - IKEA
Environmental Service Concepts, LLC - Montrose School
Environmental Service Concepts, LLC - Natick Mall
Environmental Service Concepts, LLC - Westgate Mall
Steamship Authority
Town of Sudbury
Town of West Stockbridge
American Society for Parenteral and Enteral Nutrition
ANNE ARUNDEL COMMUNITY COLLEGE
Anne Arundel County
Anne Arundel County Public Schools
Baltimore Collegetown Network
Baltimore County Public Schools
Board of County Commissioners of Washington County Maryland
Carroll County Youth Service Bureau
Casey Family Services
Cecil County Public Schools
Charles County Public Schools
City of Annapolis
City of Bowie Parks and Grounds Dept.
City of Frederick
City of Salisbury (MD)
County of Baltimore
DEVRY UNIVERSITY - BETHESDA
Dorchester County Public Schools

Frederick County Government (MD)
Harford County Maryland
HOWARD COMMUNITY COLLEGE
Howard County MD
Howard County Public School System
JOHNS HOPKINS UNIVERSITY
LOYOLA COLLEGE IN MARYLAND
Maryland Aviation Administration
Maryland National Capital Park and Planning Commission
MCDANIEL COLLEGE
Montgomery College
Montgomery County Fire and Rescue Service
Montgomery County Maryland
Montgomery County Public Schools
North Hagerstown High School
Prince George's County Government
Prince George's County Public Schools
SALISBURY UNIVERSITY
State of Maryland
The Annie E. Casey Foundation
The Maryland-National Capital Park & Planning Commission
The Walter P. Carter Center
TOWSON UNIVERSITY
UNIVERSITY OF MARYLAND-COLLEGE PARK
Upper Montgomery Athletic Club (UMAC Baseball)
Washington Research Library Consortium
Washington Suburban Sanitary Commission
WICOMICO COUNTY BOARD OF EDUCATION
Wicomico County Health Department
Wicomico County, Maryland
Worcester County Board of Education
Worcester County Health Dept.
WOR-WIC COMMUNITY COLLEGE
Youth Sport Soccer Association
City of Westbrook
COLBY COLLEGE
Delta Ambulance Corporation
ADRIAN COLLEGE
ALBION COLLEGE
ALMA COLLEGE
Alpena County Sheriff's Office
Ann Arbor Public Schools
AQUINAS COLLEGE
Armada Township Fire Department
Auburn Hills Fire Department
Bay County
Beautiful Savior Lutheran Church
Berkley Public Safety
Birmingham Fire Department
Birmingham Public Schools
BLOOMFIELD HILLS POLICE DEPARTMENT

Bloomfield Township Fire Dept.
Bloomfield Township Police Dept.
Branch Intermediate School District
Brandon Fire Dept.
Brighton Area Fire Authority
Brother Rice High School
CALVIN COLLEGE
Cass County
Cassopolis Public Schools
Catholic Federal Credit Union
Centreville Public Schools
City of Auburn Hills
City of Birmingham
City of Dearborn
City of Eastpointe
City of Farmington
City of Farmington Hills
City of Frankfort
City of Grosse Pointe
City of Grosse Pointe Park
City of Harper Woods
City of Lansing
City of Livonia
City of Madison Heights
City of Midland
City of Northville
City of Novi
City of Oak Park
City of Pontiac
City of Portage, Michigan
City of Riverview
City of Rochester Hills
City of Roseville
City of Royal Oak
City of Southfield
City of St. Clair Shores
City of Sterling Heights
City of Taylor
City of Troy
City of Vassar - City Hall
City of Walled Lake
City of Warren
City of Wixom
Clarkston Brandon Credit Union
Clinton Township Fire
Commerce Township Fire Dept.
Community Mental Health Authority Clinton-Eaton-Ingham Counties
Concord EMS
County of Macomb
County of Saginaw
County of St Clair, Michigan

Cranbrook Educational Community
Delhi Charter Township
Delta Township Fire
Durand Police Department
ESA - Regional Marketing
Farmington Dept. of Public Safety
Ferndale Fire Rescue
Foster, Swift, Collins & Smith
Franklin-Bingham Fire Department
Genesee County
Genesee County Road Commission
Grand Ledge Area Fire Department
Grand Rapids Child Discovery Center - Aquinas College
Groveland Township Fire
Hackley Public Library
Hamburg Police Department
Hart EMS
Hayes Township
Hazel Park Fire
Health Plus of Michigan
Heart of the Lakes Center for Land Conservation
Highland Township Fire
Hillsdale College
Holly Township
HOPE COLLEGE
Huron-Clinton Metropolitan Authority
Independence Township Fire
Ishpeming Volunteer Fire Department
Kalamazoo Christian School Association
KALAMAZOO COLLEGE
Kawkawlin Township
Kentwood Public Schools
Lac Vieux Desert Band of Lake Superior Chippewa
Lakeview School District
LANSING COMMUNITY COLLEGE
LAWRENCE TECHNOLOGICAL UNIVERSITY
Leland Township Fire & Rescue
Livingston County
Livonia Fire & Rescue
Looking Glass Regional Fire Authority
Lutheran Homes of Michigan, Inc.
Lyon Township Fire Department
MACOMB COMMUNITY COLLEGE
Madison Heights Fire
MARYGROVE COLLEGE
Mecosta County EMS
Mendon Community Schools
Michigan Colleges Foundation
Michigan Institute of Aeronautics and Technology
Michigan Tech Research Institute
Midwest Eye-Banks

Milford Fire
Montmorency County
Moody Bible Institute - WGNB
Mt. Pleasant Fire Department
North Oakland County Fire Authority
NORTHWOOD UNIVERSITY
Oak Park Public Safety
Oakland County
Oakland County Medical Control Authority (OCMCA)
Oakland Township
Oakland Township Fire
OAKLAND UNIVERSITY
OLIVET COLLEGE
Orion Township Fire
Oxford Fire
Pine Knob Ski Patrol
Plainfield Township Community Development
POH Regional Medical Center
Pontiac Fire
Portage Public Schools
Pottersville/Benton Township Fire Department
Resource Recovery and Recycling Authority of Southwest Oakland County
(RRRASOC)
Road Commission of Macomb County
Rochester Community Schools
Rochester Hills Fire
Rockwood Police Dept
Roseville Fire Department
Royal Oak Fire Department
Samaritan Homes
Seasons Hospice & Palliative Care
Shelby Township
Shelby Township Fire
Shrine Catholic Academy
Southeastern Oakland County Resource Recovery Authority (SOCRRA)
Southfield Public Schools
SPRING ARBOR UNIVERSITY
Spring Lake Public Schools
St. Clair Shores Fire Dept.
St. Joseph County Courthouse
St. Luke Lutheran Church
Star EMS
State of Michigan
Sterling Heights Fire
Sturgis Public Schools
Suburban Mobility Authority for Regional Transportation (SMART)
Sunfield-Danby-Sebewa Townships
Superior Ambulance Service
TRI-STATE UNIVERSITY-CENTREVILLE CAMPUS
UNIVERSITY OF DETROIT MERCY
Village of Holly

Walled Lake Consolidated Schools
Warren Fire Department
Warren Police Department
WASHTENAW COMMUNITY COLLEGE
Waterford School District
Waterford Township
Waterford Township Fire Department
Wayne County
Wayne County Airport Authority
WAYNE STATE UNIVERSITY
West Bloomfield Township
West Bloomfield Township Fire Department
West Bloomfield Township Police
White Lake Township Fire Department
Williams Charter Township
African American AIDS Task Force
Carver County
Cass County
CENTRAL LAKES COLLEGE-BRAINERD
Church of Saint Bartholomew Of Wayzata
City of Andover
City of Brooklyn Park
City of Fairmont
City of Fridley
City of Maplewood
City of Red Wing
City of Skyline
Clay County
DEVRY UNIVERSITY - EDINA
DEVRY UNIVERSITY - ST LOUIS PARK
Family & Children's Service
Global Language Institute
Globe University Minnesota School Of Business
Goodhue County
Goodhue County District Court
Goodhue County Social Services
Gustavus Adolphus College
Hennepin County Government Center--District Court
HIRED
Horizons Community Church
Houston County
Jewish Community Center
Little Sisters of the Poor
Lutheran Social Service of MN
Mayo Clinic
Meeker County
Mille Lacs County Government
Minnesota Council of Nonprofits
MINNESOTA STATE UNIVERSITY-MANKATO
Olmsted County
Saint Paul College

Second Harvest Heartland
Shakopee High School
Sherburne County Government Center
South Washington County Schools - ISD 833
St Paul Public School
Stepping Stones
THE FRENCH ACADEMY OF MN
The MENTOR Network
TSE, Inc.
UNIVERSITY OF MINNESOTA-TWIN CITIES
Volunteers of America-Minnesota
Watsonwan County Auditor
WCA Foundation
Winona County
Zuhrah Shrine
Applied Scholastics International
AVILA UNIVERSITY
Board of Police Commissioners Kansas City MO
Carthage Police Department
Carthage Water & Electric Plant
Central Bible College
Circuit Court of Jackson County
City of Belton - Parks and Recreation Dept.
City of Cape Girardeau
City of Columbia (MO)
City of Creve Coeur
City of Farmington
City of Hazelwood
City of Independence (MO)
City of Kansas City
City of Kirkwood
City of Lee's Summit MO
City of Ozark
City of Republic a Municipality
City of Springfield
City of St Joseph
City of St. Charles, Missouri
City of University City
City of Webster Groves
COLLEGE OF THE OZARKS
Community of Christ
County of Boone - Missouri
County of Pettis
DEVRY UNIVERSITY - KANSAS CITY
DEVRY UNIVERSITY - KANSAS CITY DOWNTOWN
DEVRY UNIVERSITY - SAINT LOUIS DOWNTOWN
DEVRY UNIVERSITY - SAINT LOUIS WEST
DRURY UNIVERSITY
EAST CENTRAL COLLEGE
First Baptist Church Ellisville
Fort Zumwalt School District

Girls Incorporated of St. Louis
Glenwood Baptist Church
HARRIS-STOWE STATE UNIVERSITY
Hazelwood School District
Home Builders Association of Greater Kansas City
Jackson County Family Court
JEFFERSON COLLEGE
KANSAS CITY ART INSTITUTE
Kirk of the Hills Presbyterian Church
Larry Simmering Recovery Center
Liberty Public School District #53
LINDENWOOD UNIVERSITY
Little Blue Valley Sewer District
LOGAN COLLEGE OF CHIROPRACTIC
MARYVILLE UNIVERSITY OF SAINT LOUIS
MERS/Missouri Goodwill Industries
METROPOLITAN COMMUNITY COLLEGES ADMIN SYSTEM OFF
Mid County Fire Protection District
Mid-America Payment Exchange
Mid-America Regional Council
MISSOURI BAPTIST UNIVERSITY
MISSOURI BAPTIST UNIVERSITY - FRANKLIN COUNTY
MISSOURI BAPTIST UNIVERSITY - TROY/WENTZVILLE
Missouri State University
Morningside Church, Inc.
National World War One Museum at Liberty Memorial
North Kansas City Schools
NORTHWEST MISSOURI STATE UNIVERSITY
OZARKS TECHNICAL COMMUNITY COLLEGE
Pentecostal Church of God, Inc
Platte County Health Department
Portageville School District
RANKEN TECHNICAL COLLEGE
ROCKHURST UNIVERSITY
Rockwood School District
SAINT LOUIS UNIVERSITY-MAIN CAMPUS
Second Baptist Church
SOUTHWEST BAPTIST UNIVERSITY
ST CHARLES COMMUNITY COLLEGE
St. Charles Community College - Dept. of Workforce Development
St. Charles Community College - General Motors
St. Charles Community College - Northeast Correctional Center
St. Charles County Government
St. Louis County Government
St. Paul's Lutheran Church
The School District of Joplin R-VIII
TRUMAN STATE UNIVERSITY
United Way of Greater St. Louis
UNIVERSITY OF CENTRAL MISSOURI
University of Missouri/Columbia - Audiology Clinic
University of Missouri/Columbia - Columbia Regional Hospital

University of Missouri/Columbia - Ellis Fischel Cancer Center
University of Missouri/Columbia - Mason Eye Institute
University of Missouri/Columbia - Medicine Clinic
University of Missouri/Columbia - Regional Medical Assoc
University of Missouri/Columbia - Urgent Care
UNIVERSITY OF MISSOURI-COLUMBIA
UNIVERSITY OF MISSOURI-KANSAS CITY
UNIVERSITY OF MISSOURI-ROLLA
UNIVERSITY OF MISSOURI-ST LOUIS
UNIVERSITY OF MISSOURI-SYSTEMS OFFICE
Urban League of Metropolitan St. Louis, Inc.
WASHINGTON UNIVERSITY IN ST LOUIS
WEBSTER UNIVERSITY
WENTWORTH MILITARY ACADEMY
WILLIAM JEWELL COLLEGE
YMCA of Greater Kansas City
BLUE MOUNTAIN COLLEGE
Catholic Charities
City of Moss Point
City of Starkville
DeSoto County Board of Supervisors
DeSoto County Schools
First Baptist Church Brandon
Getwell Road United Methodist Church
Gulf Coast Business Council
Mission First, Inc
Moody Bible Institute - WMBU
Northcentral Mississippi Electric Power Association
UNIVERSITY OF MISSISSIPPI MAIN CAMPUS
City of Billings (MT)
City of Livingston, MT
Faith Chapel Church
MONTANA STATE UNIVERSITY-BOZEMAN
Arc Services
BEAUFORT COUNTY COMMUNITY COLLEGE
CAMPBELL UNIVERSITY INC
CATAWBA VALLEY COMMUNITY COLLEGE
CENTRAL PIEDMONT COMMUNITY COLLEGE
Chatham County Sheriff's Office
City Of Belmont
City of Burlington
City of Henderson
City of Monroe (NC)
City of Raleigh
City of Salisbury (NC)
CLEVELAND COMMUNITY COLLEGE
Columbia International University - WRCM
County of Currituck
County of Stanly
Crossway Community Church
DAVIDSON COLLEGE

Davidson County, NC
DEVRY UNIVERSITY - CHARLOTTE
DEVRY UNIVERSITY - RALEIGH
DUKE UNIVERSITY
EAST CAROLINA UNIVERSITY
ELON UNIVERSITY
Freedom House Recovery/Durham Center Access
GARDNER-WEBB UNIVERSITY
JOHNSON C SMITH UNIVERSITY
Kate B. Reynolds Charitable Trust
LOUISBURG COLLEGE
McLeod Addictive Disease Center
Montgomery Community College
MOUNT OLIVE COLLEGE
Neuse Regional Library
NORTH CAROLINA STATE UNIVERSITY AT RALEIGH
Pasquotank County
PFEIFFER UNIVERSITY
QUEENS UNIVERSITY OF CHARLOTTE
Ravenscroft School
Rockingham County Government (NC)
Rowan County
Rowan-Salisbury Schools
Scotland County Government
SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY
St. Pius X Catholic School
Town of Cary
Town of Hope Mills
Town of Indian Trail
Town of Mount Pleasant (NC)
Trinity School of Durham and Chapel Hill
University of North Carolina - Charlotte
UNIVERSITY OF NORTH CAROLINA AT GREENSBORO
Vance Charter School
WAKE FOREST UNIVERSITY
Wake Forest University - Graylyn Conference Center
Wake Forest University - Reynolda House Museum of American Art
Burleigh County Social Services
Cass County Government
City of West Fargo / Police
Fargo Police Department
Fargo Public Schools
Grand Forks County Social Services
Hettinger Public School District #13
Juvenile Court Administration Unit 2 (ND)
Nester Davison Larson Architects
North Dakota District Court
All Our Kids, Inc.
Bellevue Public Schools
Brookside Church
Child Saving Institute

City of La Vista
City of Lincoln
City of Papillion, Nebraska
COLLEGE OF SAINT MARY
Community Blood Bank
CREIGHTON UNIVERSITY
Dodge County Attorney
Douglas County
Fontenelle Nature Association
Good Samaritan Society-Millard
Goodwill Industries
Habitat for Humanity of Omaha, Inc.
Hope Medical Outreach Coalition
ITT TECHNICAL INSTITUTE
Lancaster County
Lincoln Airport Authority
Lincoln Housing Authority
Metropolitan Community College
Millard Public Schools
Mosaic
Mosaic Community Development
Nebraska Appleseed
Nonprofit Association of the Midlands
NORTHEAST COMMUNITY COLLEGE
Omaha Home for Boys
Omaha Public Power Company
Papillion-La Vista School District
Quality Living, Inc.
Sarpy County, Nebraska
Sisters of Mercy
Southeast Community College
The Center for Human Nutrition Inc
Visiting Nurse Association
Casey Family Services
City of Concord
City of Manchester
Rochester Fire Department
American Heart Association (NJ)
Centrastate Healthcare System
COLLEGE OF SAINT ELIZABETH
COUNTY OF SUSSEX
Delaware River Port Authority
Department of Treasury
DEVRY UNIVERSITY - NORTH BRUNSWICK
DREW UNIVERSITY
Jewish Renaissance Foundation
Lanoka Harbor Emergency Medical Service Inc
PRINCETON UNIVERSITY
Rutgers University - New Brunswick
Town of West New York
Township of Hamilton

Alta Mira
Calvary Chapel of Albuquerque
CENTRAL NEW MEXICO COMMUNITY COLLEGE
Characters Kids, Inc
City of Albuquerque
City of Rio Rancho
City of Santa Fe
Dona Ana County
Los Alamos County
Los Lunas Schools
NEW MEXICO HIGHLANDS UNIVERSITY
New Mexico Junior College
North Central Solid Waste Authority
Ohkay Casino Resort
PUEBLO OF LAGUNA
Rio Arriba County
St. Pius X - Primary/Secondary Education
The Catholic Foundation
University of New Mexico Alumni
University of New Mexico Foundation
University of New Mexico Hospital
UNIVERSITY OF NEW MEXICO-MAIN CAMPUS
City of Las Vegas Nevada
City of Reno
College of Southern Nevada
DEVRY UNIVERSITY - HENDERSON
Las Vegas Convention and Visitors Authority
Las Vegas Valley Water District
Regional Transportation Commission of Southern Nevada
Sierra Behavioral Services
State of Nevada
Central NY Psychiatric Center
City of Schenectady
COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK
CUNY MEDGAR EVERS COLLEGE
DEVRY UNIVERSITY - LONG ISLAND
DEVRY UNIVERSITY - MANHATTAN
Dutchess County Department of Public Works (DCDPW)
EXCELSIOR COLLEGE
Green Chimneys Children's Services
HILBERT COLLEGE
NEW YORK COLLEGE OF PODIATRIC MEDICINE
SIENA COLLEGE
SYRACUSE UNIVERSITY
THE COLLEGE OF NEW ROCHELLE
THE NEW SCHOOL
UNION COLLEGE
Waterfront Commission of New York Harbor
Action for Children
American Red Cross Summit County
Ashtabula County Community Action Agency

Aultman Hospital
Berea City School District
Brady Township Fire Department
Brook Park Police Department
Burdman Group, Inc.
Cambridge/Guernsey County Visitors & Convention Bureau
CASE WESTERN RESERVE UNIVERSITY
Catholic Charities Community Services - HEAD START
Cedarville University
Central Ohio Youth For Christ
City of Akron
City of Athens Ohio
City of Barberton
City of Cambridge
City of Circleville
City of Cleveland
City of Dayton, Division of Purchasing
City of Dublin
City Of Greenville
City of Ironton
City of Mentor (OH)
City of Painesville
City of Rittman
City of Toledo
Clermont County
Cleveland Jewish News
Cleveland Sight Center
Columbia Heights United Methodist Church
Columbus Heights United Methodist Church
Columbus Regional Airport Authority
Community Research
Country Neighborhood Program, Inc.
County of Summit
County of Summit Board of MRDD
Cuyahoga Special Education Service Center
Cuyahoga Valley Christian Academy
Dayton Area Chamber of Commerce
DELAWARE AREA CAREER CENTER
DEVRY UNIVERSITY - CINCINNATI
DEVRY UNIVERSITY - CLEVELAND
DEVRY UNIVERSITY - COLUMBUS
DEVRY UNIVERSITY - COLUMBUS NORTH
DEVRY UNIVERSITY - DAYTON
DEVRY UNIVERSITY - SEVEN HILLS
EHOVE Career Center
ESA - Regional Marketing
First Presbyterian Church of Marysville
Frontier Community Services
Geauga Credit Union, Inc.
Greek Orthodox Cathedral
Guernsey County Commissioners

Hope Church
Info Line, Inc.
Jewish Family Services
KENYON COLLEGE
Knox County Department of Job & Family Services
Lake County Dept of Central Purchasing
Lake Erie Regional Cooperative
Lifestages - Samaritan Centers for Women
Lorain County
Marion County Board of MR/DD
Marysville Exempted Village Schools
Marysville Public Library
Miamisburg City Schools
Middleburg Heights Police Department
Moody Bible Institute - WCRF
MOUNT UNION COLLEGE
MRDD Fairfield County
Mt. Moriah Missionary Baptist Church
New Horizons Youth and Family Center
NOACA
North Royalton City Schools
Northeast Ohio Regional Sewer
Northeast Ohio Regional Sewer District
Oakwood Junior High School
Ohio Operating Engineers Apprenticeship & Training
Ohio Right to Life Society
OHIO STATE UNIVERSITY-MAIN CAMPUS
Outville Presbyterian Church
Pickaway County Community Action Organization, Inc.
Pickaway County Sheriff's Office
Pickaway Job & Family Services
Planned Parenthood of Northeast Ohio
Reubem McMillan Free Library Assoc. (Public Library of Youngstown & Mahoning County)
Ritter Public Library
Ross County Community Action Commission, Inc.
St. Joseph's Federal Credit Union
Stark County Regional Chapter American Red Cross
Stonybrook United Methodist Church
Summit City Children's Services
Telecommunity Credit Union
The Legal Aid Society of Cleveland
The Presbytery of Scioto Valley
THE WOMEN'S CLINIC OF COLUMBUS
TRI-RIVERS CAREER CENTER AND CENTER FOR ADULT EDUCATION
U-CO Industries, Inc & Union County Board of Developmental Disabilities
Union County Family YMCA
Village of Canal Winchester
Village of Groveport
Village of Waterville
Vineyard Community Church

Violet Township
Walsh Jesuit High School
WASHINGTON STATE COMMUNITY COLLEGE
Wayne Township Fire and Rescue
West Licking Joint Fire District
Wyandot County Court of Common Pleas
XAVIER UNIVERSITY
XENOS FELLOWSHIP
Ardmore Higher Education Center
BACONE COLLEGE
CAMERON UNIVERSITY
CARL ALBERT STATE COLLEGE
City of Broken Arrow
City of Lawton
City of Sapulpa
CONNORS STATE COLLEGE
DEVRY UNIVERSITY - OKLAHOMA CITY
EAST CENTRAL UNIVERSITY
EASTERN OKLAHOMA COUNTY TECHNOLOGY CENTER
EASTERN OKLAHOMA STATE COLLEGE
LANGSTON UNIVERSITY
McCurtain County Higher Education Program
MERIDIAN TECHNOLOGY CENTER
MURRAY STATE COLLEGE
NORTHEASTERN OKLAHOMA AGRICULTURAL AND MECH COLL
NORTHEASTERN STATE UNIVERSITY
NORTHERN OKLAHOMA COLLEGE
NORTHWESTERN OKLAHOMA STATE UNIVERSITY
OKLAHOMA BAPTIST UNIVERSITY
OKLAHOMA CITY COMMUNITY COLLEGE
OKLAHOMA PANHANDLE STATE UNIVERSITY
Oklahoma State Regents for Higher Education
OKLAHOMA STATE UNIVERSITY - TULSA
OKLAHOMA STATE UNIVERSITY CENTER FOR HEALTH SCIENCES
OKLAHOMA STATE UNIVERSITY-MAIN CAMPUS
OKLAHOMA STATE UNIVERSITY-OKLAHOMA CITY
OKLAHOMA STATE UNIVERSITY-OKMULGEE
OKLAHOMA WESLEYAN UNIVERSITY
ORAL ROBERTS UNIVERSITY
REDLANDS COMMUNITY COLLEGE
RES Care
Rogers State University
ROSE STATE COLLEGE
SEMINOLE STATE COLLEGE
SOUTHEASTERN OKLAHOMA STATE UNIVERSITY
SOUTHWESTERN OKLAHOMA STATE UNIVERSITY
State of Oklahoma - Central Purchasing Division
Tahlequah City Hospital
Tulsa City-County Library
TULSA COMMUNITY COLLEGE
Tulsa County

UNIVERSITY OF CENTRAL OKLAHOMA
UNIVERSITY OF OKLAHOMA COLLEGE OF LAW
UNIVERSITY OF OKLAHOMA HEALTH SCIENCES CENTER
UNIVERSITY OF OKLAHOMA NORMAN CAMPUS
UNIVERSITY OF SCIENCE AND ARTS OF OKLAHOMA
UNIVERSITY OF TULSA
Washington County Health Department
WESTERN OKLAHOMA STATE COLLEGE
City of Coquille
City of Corvallis Parks and Recreation Department
City of Eugene
City of Hillsboro
City of Lebanon
City of Portland
City of Roseburg, City Hall
City of Springfield
City of Tigard
Coos Forest Protective Association
County of Yamhill School District 29J, dba Newberg School District
DEVRY UNIVERSITY - PORTLAND
Eugene Water and Electric Board
ITT TECHNICAL INSTITUTE
Lane County School District No. 4J
Linn County Printing Supply
Multnomah County Sheriffs Office
Northwest Regional Education Service District
Oregon Legislative Administration
Portland State University
Shangri-La Corporation
The Catlin Gabel School
The City of Happy Valley Oregon
Tillamook County Sheriff's Office
accessAbilities Inc.
Allegheny County Housing Authority
ALVERNIA COLLEGE
Armstrong School District
Bensalem Township School District
Birmingham Foundation
Borough of Emsworth
Borough of Sharpsburg
BUCKNELL UNIVERSITY
CABRINI COLLEGE
Career Connections Charter High School
Central Fulton School District
Central Pennsylvania Food Bank
Children's Home of Reading
City of Pittsburgh
COMMUNITY COLLEGE OF PHILADELPHIA
Conemaugh Township Area School District
County of Adams
County Of Allegheny

County of Bucks
County of Cumberland
County of Lehigh
County of York PA
DEVRY UNIVERSITY - CHESTERBROOK
DEVRY UNIVERSITY - FORT WASHINGTON
DEVRY UNIVERSITY - PHILADELPHIA
DEVRY UNIVERSITY - PITTSBURGH
DICKINSON COLLEGE
DREXEL UNIVERSITY
DUQUESNE UNIVERSITY
Eden Christian Academy
ELIZABETHTOWN COLLEGE
Environmental Service Concepts, LLC
GETTYSBURG COLLEGE
Girl Scouts in the Heart of Pennsylvania
GROVE CITY COLLEGE
HARRISBURG AREA COMMUNITY COLLEGE-HARRISBURG
HARRISBURG UNIVERSITY OF SCIENCE AND TECHNOLOGY
Highlands School District
KINGS COLLEGE
Lancaster City Housing Authority
LEBANON VALLEY COLLEGE
LINCOLN UNIVERSITY
London Grove Township
Manchester Bidwell Corporation
Maronda Foundation
Mars Home for Youth
MEDVANCE INSTITUTE - PHILADELPHIA
MESSIAH COLLEGE
Milton Hershey School
MUHLENBERG COLLEGE
Philadelphia Biblical University - The Regency Foundation
PHILADELPHIA BIBLICAL UNIVERSITY-LANGHORNE
POINT PARK UNIVERSITY
SAINT FRANCIS UNIVERSITY
SAINT JOSEPHS UNIVERSITY
School District of Pittsburgh
Schreiber Pediatric Rehab Center
Shaler Township
South Eastern School District
South Fayette Township School District
Special People In Northeast, Inc.
SUSQUEHANNA UNIVERSITY
Ten Thousand Villages
The Bradley Center
The Children's Home of Reading/CHOR Youth and Family Services
The School District of Philadelphia
Township of O'Hara
Township of Upper St. Clair
Trinity Christian School

UNIVERSITY OF SCRANTON
VILLANOVA UNIVERSITY
West Middlesex Area School District
WESTMINSTER COLLEGE
Westmoreland Casemanagement and Supports Inc.
Woods Services
YMCA of Greater Pittsburgh
Town of East Greenwich
Veterans of Foreign Wars
ACT Medical Transport Services
ANDERSON COLLEGE
Beaufort County
Bob Jones University
CHARLESTON SOUTHERN UNIVERSITY
City of Charleston
City of Greenville
Clarendon County
CLEMSON UNIVERSITY
COLUMBIA COLLEGE
COLUMBIA INTERNATIONAL UNIVERSITY
Columbia International University - Ben Lippen School
Columbia International University - WMHK
ERSKINE COLLEGE AND SEMINARY
FRANCIS MARION UNIVERSITY
FURMAN UNIVERSITY
LANDER UNIVERSITY
LIMESTONE COLLEGE
Limestone College - Charleston
Limestone College - Columbia
NORTH GREENVILLE COLLEGE
Pilgrim Lutheran Church
Porter-Gaud School
PRESBYTERIAN COLLEGE
Richland County
SC School for the Deaf & Blind
Spartanburg County Parks & Recreation
SPARTANBURG METHODIST COLLEGE
The Cooperative Ministry
TN Development Corporations
University of South Carolina Upstate
WOFFORD COLLEGE
Wren High
Children's Home Society
ESA - Educational Services of America - Sioux Falls Office
Main Street Sioux Falls, Inc.
Rapid City Rushmore Plaza Civic Center
Sioux Valley Energy
Anchor High Sales
AUSTIN PEAY STATE UNIVERSITY
Baptist Healing Hospital Trust
BELMONT UNIVERSITY

BLOUNT COUNTY GOVERNMENT
Blount County Habitat for Humanity
Blue Raider Athletic Association
Buffalo Valley, Inc.
CARSON-NEWMAN COLLEGE
CHATTANOOGA STATE TECHNICAL COMMUNITY COLLEGE
Cherokee Health Systems
CHRISTIAN BROTHERS UNIVERSITY
CHURCH OF GOD THEOLOGICAL SEMINARY
City of Bartlett, TN
City of Clarksville
City of Cleveland
City of Columbia Tennessee
City of Franklin
City of Gallatin
City of Germantown
City of Hendersonville
City of Knoxville
City of Memphis
City of Morristown
City of Rockwood
City of Sevierville
CLEVELAND STATE COMMUNITY COLLEGE
COLUMBIA STATE COMMUNITY COLLEGE
Consolidated Utility District
Cookeville Regional Medical Center
CRICHTON COLLEGE
Cumberland University
DAVID LIPSCOMB UNIVERSITY
DEVRY UNIVERSITY - MEMPHIS
Dickson County Sheriff's Office
Drescher & Sharp, PC
Dyer County Sheriff's Office
DYERSBURG STATE COMMUNITY COLLEGE
EAST TENNESSEE STATE UNIVERSITY
Elkton Police Department
ESA - Educational Services of America
Family Eye Med
FREED-HARDEMAN UNIVERSITY
Hardin County Regional Health Center DBA: Lifespan Health
HIWASSEE COLLEGE
Horizon Resource Group, Inc.
JACKSON STATE COMMUNITY COLLEGE
JOHNSON BIBLE COLLEGE
KING COLLEGE
Knox County Government
Knox County Public Defender
Knoxville's Community Development Corporation
LAMBUTH UNIVERSITY
LEE UNIVERSITY
MARTIN METHODIST COLLEGE

MARYVILLE COLLEGE
Matthew Walker Comprehensive Health Center
MEDVANCE INSTITUTE - NASHVILLE
MEDVANCE INSTITUTE-COOKEVILLE
MEMPHIS COLLEGE OF ART
MIDDLE TENNESSEE STATE UNIVERSITY
MILLIGAN COLLEGE
Moody Bible Institute - WMBW
MOTLOW STATE COMMUNITY COLLEGE
NASHVILLE STATE TECHNICAL COMMUNITY COLLEGE
NORTHEAST STATE TECHNICAL COMMUNITY COLLEGE
PELLISSIPPI STATE TECHNICAL COMMUNITY COLLEGE
ProVision Foundation
Putnam County Tennessee
RHODES COLLEGE
Roane County Sheriff's Office
ROANE STATE COMMUNITY COLLEGE
Rutherford County Government
Rutherford County Primary Care & Hope Clinic
SEWANEE: THE UNIVERSITY OF THE SOUTH
Shelby County Government
SOUTHERN ADVENTIST UNIVERSITY
Southwest Human Resource Agency
SOUTHWEST TENNESSEE COMMUNITY COLLEGE
TENNESSEE BOARD OF REGENTS
TENNESSEE STATE UNIVERSITY
TENNESSEE TECHNOLOGICAL UNIVERSITY
TENNESSEE TECHNOLOGY CENTER AT ATHENS
TENNESSEE TECHNOLOGY CENTER AT COVINGTON
TENNESSEE TECHNOLOGY CENTER AT CROSSVILLE
Tennessee Technology Center at Crump
TENNESSEE TECHNOLOGY CENTER AT DICKSON
TENNESSEE TECHNOLOGY CENTER AT ELIZABETHTON
TENNESSEE TECHNOLOGY CENTER AT HARRIMAN
TENNESSEE TECHNOLOGY CENTER AT HARTSVILLE
TENNESSEE TECHNOLOGY CENTER AT HOHENWALD
TENNESSEE TECHNOLOGY CENTER AT JACKSBORO
TENNESSEE TECHNOLOGY CENTER AT JACKSON
TENNESSEE TECHNOLOGY CENTER AT JACKSON/LEXINGTON
TENNESSEE TECHNOLOGY CENTER AT KNOXVILLE
TENNESSEE TECHNOLOGY CENTER AT LIVINGSTON
TENNESSEE TECHNOLOGY CENTER AT MCKENZIE
TENNESSEE TECHNOLOGY CENTER AT MCMINNVILLE
TENNESSEE TECHNOLOGY CENTER AT MEMPHIS
TENNESSEE TECHNOLOGY CENTER AT MORRISTOWN
TENNESSEE TECHNOLOGY CENTER AT MURFREESBORO
TENNESSEE TECHNOLOGY CENTER AT NASHVILLE
TENNESSEE TECHNOLOGY CENTER AT NEWBERN
TENNESSEE TECHNOLOGY CENTER AT ONEIDA-HUNTSVILLE
TENNESSEE TECHNOLOGY CENTER AT PARIS
TENNESSEE TECHNOLOGY CENTER AT PULASKI

TENNESSEE TECHNOLOGY CENTER AT RIPLEY
TENNESSEE TECHNOLOGY CENTER AT SHELBYVILLE
TENNESSEE TECHNOLOGY CENTER AT WHITEVILLE
THE UNIVERSITY OF TENNESSEE
THE UNIVERSITY OF TENNESSEE-CHATTANOOGA
THE UNIVERSITY OF TENNESSEE-MARTIN
Town of Dandridge (TN)
TREVCCA NAZARENE UNIVERSITY
Trevecca Nazarene University - WENO, Inc.
Two Rivers Church
United Methodist Publishing
UNIVERSITY OF MEMPHIS
UNIVERSITY OF TENNESSEE HEALTH SCIENCE CENTER
UNIVERSITY OF TENNESSEE SPACE INSTITUTE
UNIVERSITY OF TENNESSEE SYSTEM OFFICE
VANDERBILT UNIVERSITY
Vivid Restaurant Concepts. LLC
VOLUNTEER STATE COMMUNITY COLLEGE
WALTERS STATE COMMUNITY COLLEGE
Watkins College of Art and Design
White House Utility District
Williamson County Government
Wilson County EMA
Wilson County Sheriffs Department
Argyle United Methodist Church
Athletic Orthopedics & Knee Center
AUSTIN COLLEGE
Bannockburn Baptist Church
BAYLOR COLLEGE OF MEDICINE
BAYLOR UNIVERSITY
Bee County District Clerks Office
Bethany Lutheran Church
Bexar Metropolitan Water District
Border Region MHMR
Bowie Cass Electric Cooperative
Brazoria County
Cameron County
Canutillo Independent School District
Central Baptist Church
Central Counties Center for MHMR Services
Christian Life Center
Cielo Vista Church
City of Arlington
City of Baytown
City of Beaumont
City of Burleson
City of Castroville
City of Cedar Hill
City of Dallas
City of Fort Worth
City of Galveston

City of Houston
City of Irving
City of Leander
City of Leon Valley
City of McAllen
City of Mesquite
City of Nassau Bay
City of Nederland
City of Pflugerville
City of Rowlett Texas
City of Seabrook
City of Sherman
City of Sunset Valley
City of The Colony, Texas
College Houses
Collin County (TX)
Computer Career Center
Concord Missionary Baptist Church
Concordia Academy High School
County of Travis
Cross Mountain Church
Dallas Center for the Performing Arts
DALLAS THEOLOGICAL SEMINARY
Denton County
DEVRY UNIVERSITY - AUSTIN
DEVRY UNIVERSITY - FT. WORTH
DEVRY UNIVERSITY - HOUSTON
DEVRY UNIVERSITY - HOUSTON GALLERIA
DEVRY UNIVERSITY - IRVING
DEVRY UNIVERSITY - PLANO
DEVRY UNIVERSITY - SAN ANTONIO
Disability Services of the Southwest, Inc.
East El Paso Physicians Medical Center
EAST TEXAS BAPTIST UNIVERSITY
Easter Seals Central Texas
EL PASO COMMUNITY COLLEGE
EL PASO COUNTY WATER IMPROVEMENT DISTRICT #1
El Paso Diabetes Association
El Paso Federation of Teachers
El Paso Water Utilities Public Service Board
Episcopal School of Dallas-Private College Preparatory Institution
ESA - College of Living Experience
ESA - Regional Marketing
Fellowship of the Woodlands
Frontera Women's Foundation
Galveston County
Grace Bible Church
Grace Christian Fellowship Church, Inc.
Greater Houston Radiation Oncology, PA
Gulf Coast Community Services Association
HARDIN-SIMMONS UNIVERSITY

Harris County - Texas
HIDALGO COUNTY W.I.C. PROGRAM
Highland Park Baptist Church
Houston Arts Alliance
Humble Area 1st Baptist Church
Imaging El Paso
Katyville Healthcare Center
Kerr County
Kerr County Courthouse
Lake Highlands Wildcat Club
LETOURNEAU UNIVERSITY
LifeGate Church
LON MORRIS COLLEGE
LONE STAR COLLEGE - CY-FAIR
LONE STAR COLLEGE - CY-FAIR - Fairbanks Center
LONE STAR COLLEGE - KINGWOOD
LONE STAR COLLEGE - KINGWOOD - EMCID CTR
LONE STAR COLLEGE - MONTGOMERY
LONE STAR COLLEGE - MONTGOMERY - Center for Business & Technology
Training
LONE STAR COLLEGE - NORTH HARRIS - Carver Center
LONE STAR COLLEGE - NORTH HARRIS - Parkway Center
LONE STAR COLLEGE - NORTH HARRIS - South Campus
LONE STAR COLLEGE - TOMBALL
LONE STAR COLLEGE - TOMBALL - Willow Chase Center
LONE STAR COLLEGE - UNIVERSITY CENTER
LONE STAR COLLEGE SYSTEM
Lower Valley Water District
Mansfield Independent School District
Maverick County
MCMURRY UNIVERSITY
MEDVANCE INSTITUTE-HOUSTON
Modesto A. Gomez Inc.
Mothers Against Drunk Driving - MADD
Mt. West Health Center, P.A.
National Society of Hispanic MBA's
North Central Texas Council of Governments
North Texas Munciple Water District
Northwest Assistance Ministries
Northwest Church of Christ
Oaks Medical Center
OUR LADY OF THE LAKE UNIVERSITY-SAN ANTONIO
Our Lady of the Valley Parish
Our Lady of the Valley School
Plano Independent School District
Prestonwood Baptist Church
ProAction, Inc.
Red River Federal Credit Union
Redeemer Lutheran Church
Reeves County Detention Center
Relief Enterprise, Inc.

RICE UNIVERSITY
Safetech
SAINT EDWARD'S UNIVERSITY
San Elizario Independent School District
SAN JACINTO COLLEGE DISTRICT
SAN JACINTO COLLEGE NORTH
SAN JACINTO COLLEGE SOUTH
SAN JACINTO COLLEGE-CENTRAL CAMPUS
San Lorenzo Parish
Schreiner University
Smith Industries
SOUTHERN METHODIST UNIVERSITY
Speaking Rock Entertainment Center
ST MARYS UNIVERSITY
St. Pius X School
Tallowood Baptist Church
TEXAS A & M INTERNATIONAL UNIVERSITY
TEXAS A & M UNIVERSITY SYSTEM HEALTH SCIENCE CTR
TEXAS A & M UNIVERSITY-COMMERCE
TEXAS CHIROPRACTIC COLLEGE FOUNDATION INC
TEXAS CHRISTIAN UNIVERSITY
Texas State Senate
TEXAS STATE UNIVERSITY-SAN MARCOS
The John Cooper School
THE UNIVERSITY OF TEXAS AT DALLAS
The Woodlands Township
Tip O' Texas Federal Credit Union
Tornillo Independent School District
Town of Clint
Travis Central Appraisal District
University Heights Baptist Huntsville
UNIVERSITY OF DALLAS
UNIVERSITY OF HOUSTON-UNIVERSITY PARK
UNIVERSITY OF MARY HARDIN-BAYLOR
University of North Texas
UNIVERSITY OF ST THOMAS
University of Texas Inter-Cooperative Council, Inc.
Upper Rio Grande Workforce Development
Walnut Ridge Baptist Church
WEST TEXAS A & M UNIVERSITY
Western Technical College
WHARTON COUNTY JUNIOR COLLEGE
WILEY COLLEGE
Williamson Central Appraisal District
Box Elder County Sheriff's Office
City of Cedar Hills (Cedar Hills Golf Course)
Clinton City Corporation
Corp of the City of Salem
DEVRY UNIVERSITY - SANDY
Draper City
Fox Hollow Golf Course

Lehi City Corporation
North Davis Fire District
North Salt Lake City (UT)
Payson City Corporation
Salt Lake City Corporation
Salt Lake County Parks & Recreation
Tooele City Corporation
UTAH STATE UNIVERSITY
Utah Transit Authority
Wasatch Mental Health
Alexandria City Public Schools
American Academy of Otolaryngology - Head and Neck Surgery Foundation
Arlington County
Bishop O'Connell High School
Campbell County Purchasing
Central Station Alarm Association
Charlottesville City Schools
Chesapeake Public Schools
Chesterfield County Virginia
City of Alexandria
City of Charlottesville
City of Chesapeake
City of Falls Church
City of Hampton
City of Harrisonburg, VA
City of Lynchburg
City of Manassas
City of Norfolk
City of Richmond Department of Procurement Services
City of Staunton
City of Suffolk
City of Virginia Beach
Colonial Heights City Public Schools
Commonwealth Care (Dinwiddie Nursing Home)
County of Culpeper
County of Isle of Wight, Virginia
County of Loudoun, Virginia
County of Spotsylvania, Virginia
County of Stafford
County of York, VA
Cumberland Mountain Community Services
DEVRY UNIVERSITY - ARLINGTON
DEVRY UNIVERSITY - MCLEAN
Fairfax County Public Schools
Fauquier County Government & Public Schools
GEORGE MASON UNIVERSITY
Gilbane Development Company
Goochland County
Goochland County Public Schools
Hampton Roads Sanitation District
Hampton Roads Soccer Council

Henry County
James City County
JAMES MADISON UNIVERSITY
Laser Skin & Surgery Center
Loudoun County Public Schools
Louisa County Water Authority
Manassas City Public Schools
Memorial Child Guidance Clinic
Montgomery County Government
National Association for College Admission Counseling
NATIONAL-LOUIS UNIVERSITY - Alexandria VA Campus
New Kent County
Norfolk Public Schools
Old Dominion University
Patient Advocate Foundation
Peninsula Airport Commission
Prince William County
Prince William County Schools
RANDOLPH-MACON COLLEGE
Richmond Lenox EMS
Richmond Redevelopment and Housing Authority
Roanoke County Administration
Saint Patrick Catholic School
Stratford University
Summit Christian Academy
SWEET BRIAR COLLEGE
The George Washington University
Tidewater Community College
Town of Front Royal
Upper Occoquan Sewage Authority
Virginia Beach City Public Schools
Virginia Commonwealth University
Virginia Department of Transportation
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIV
Western Tidewater Community Services
Casey Family Services
City of Bonney Lake
City of East Wenatchee
City of Enumclaw
City of Lacey
City of Richland
City of Yakima
DEVRY UNIVERSITY - BELLEVUE
DEVRY UNIVERSITY - FEDERAL WAY
Fall City Little League
Fort Vancouver Regional Library District
Grant County Port District #1
KING COUNTY GOVERNMENT
Moody Bible Institute - KMBI
Moody Bible Institute - MBI Northwest
Olympia School District 111

Panorama Cty
PIERCE COLLEGE AT FORT STEILACOOM
Pierce County
Richland School District
Seattle Housing Authority
SOUTH PUGET SOUND COMMUNITY COLLEGE
Spokane County
St. Martin's University
UNIVERSITY OF PUGET SOUND
American Cancer Society
Barron County
Bethel Lutheran Church
Burnett County
Center for Independent Living for Western Wisconsin, Inc.
Chippewa County
City of Brookfield
City of Delavan
City Of Eau Claire
City of Hudson/St. Croix E.M.S.
City of La Crosse (WI)
City of Marinette
City of Menomonie
City of Oak Creek
City of Oconomowoc Parks and Forestry
City of Oshkosh Purchasing
City of Prescott
City of Racine, Wisconsin
City of River Falls
City of Waukesha
City of Wauwatosa
City of West Bend
City of West Bend---West Bend Community Memorial Library
Community Relations-Social Development Commission (CR-SDC)
Crawford County
Crestview Academy
DeForest Area School District
DEVRY UNIVERSITY - MILWAUKEE
DEVRY UNIVERSITY - WAUKESHA
Eau Claire County
FAMILY SERVICES
Fox West YMCA
GATEWAY TECHNICAL COLLEGE
Jefferson Elementary School
Kaukauna Utilities
Kenosha County
Kenosha Unified School District No. 1
Langlade County Government
LAWRENCE UNIVERSITY
Literacy Volunteers
Lorman Business Center
Lutheran Social Services of Wisconsin & Upper Michigan Inc.

MADISON AREA TECHNICAL COLLEGE
MARQUETTE UNIVERSITY
Menominee Indian Tribe of Wisconsin
Nathan Hale High School
NATIONAL-LOUIS UNIVERSITY - Beloit WI Campus
NATIONAL-LOUIS UNIVERSITY - Milwaukee WI Campus
NICOLET AREA TECHNICAL COLLEGE
Nicolet High School District
NORTHCENTRAL TECHNICAL COLLEGE
NORTHLAND BAPTIST BIBLE COLLEGE
Oregon School District
Outagamie County
Ozaukee County
Pepin County
PHILADELPHIA BIBLICAL UNIV-WISCONSIN WILDERNESS
Pierce County (WI)
Polk County (WI)
Portage County
R & B ACADEMY
Racine Unified School District
River View Middle School
School District of Altoona
School District of Amery (WI)
School District of Elmbrook
SCHOOL DISTRICT OF OMRO
St. Croix County
Stoughton Area School District
Town of Grand Chute
United Way of Greater Milwaukee
Village of Brown Deer
Village Of Greendale
Washburn County
Waukesha School District
Williams Bay School District
Wilmot Union High School
APPALACHIAN BIBLE COLLEGE
BETHANY COLLEGE
Clarksburg Parks & Recreation
FAIRMONT STATE UNIVERSITY
GLENVILLE STATE COLLEGE
John Marshall High School
Marshall County Commission
Marshall County Parks and Recreation (Grand Vue Park)
MARSHALL UNIVERSITY
Raleigh County West Virginia
United Way Alliance of the Mid-Ohio Valley
WEST VIRGINIA NORTHERN COMMUNITY COLLEGE
WEST VIRGINIA STATE UNIVERSITY
WEST VIRGINIA UNIVERSITY
West Virginia University - Extension Service Safety & Health Extension
WHEELING JESUIT UNIVERSITY

Wheeling Park Commission
Wood County West Virginia
Sheridan County
UNIVERSITY OF WYOMING



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-2484

Regular Agenda Item 3. N.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Jeffrey Hesseniuss, Finance Director
Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Division

Department: Finance Division

Fiscal Year: FY 2014-2015 Budgeted?: Yes

Contract Dates 180 Calendar Grant?: No

Begin & End: Days from Notice to Proceed

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Request to Advertise Invitation for Bid No. 012114 for the 2nd Floor Renovations for the School Superintendent's and Assessor's Offices.

Background Information

In the Facilities Management Plan we are moving the School Superintendent's Office to the second floor of the Globe Courthouse to make room for the County Attorney's Office and Child Support on the first floor. By eliminating the Michaelson Building in downtown Globe, it brings all of the County attorneys into one building. The Community Development architect on staff, with the help of the Facilities Manager, has drawn up the plans and written the technical bid scope of work.

Evaluation

County attorneys will be available in the Courts building, which will cut down on travel time for the attorneys. It will also reduce utilities and maintenance costs by eliminating the Michaelson Building from our inventory. The project is scheduled for 150 days for substantial completion and 30 more days to final completion. The remodel will also enhance the building's entrance and appearance.

Conclusion

The County Attorney's Office personnel will be in one location and the Child Support Department will have a more secure location. The School Superintendent's Office will still be in the Courthouse, but will not have to be on the same floor as the Justice Court.

Recommendation

The Public Works Division Director and the Finance Division Director recommend that the Board of Supervisors approve the advertisement of Invitation for Bid No. 012114 for the 2nd Floor Renovations-Schools & Assessor at the Globe Courthouse.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 012114 for the 2nd floor renovations to the Globe Courthouse for the School Superintendent's Office and Assessor's Office Project.

(Jeff Hessenius)

Attachments

Request to Advertise

Advertisement for Arizona Silver Belt

Invitation for Bid No. 012114

Tech Standards Courthouse 2nd Floor Renovation

CONST DWGS A1 SECOND FLR COURTHOUSE

CONST DWGS A2 SECOND FLR COURTHOUSE



**GILA COUNTY
INVITATION FOR BID NO. 012114
2ND FLOOR RENOVATIONS-
SCHOOLS AND ASSESSOR
GLOBE COURTHOUSE**

Notice is hereby given that Gila County is requesting Bids from qualified licensed Contractors to provide labor and materials for the construction of 2nd Floor Renovations in the Globe Courthouse, in Globe, Arizona as specified for the Gila County Public Works Department.

SUBMITTAL DUE DATE: 3:00 P.M., Local AZ Time, Wednesday, June 18, 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 labor, material and/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 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. 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: Robert Hickman at (928) 402-8591. 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: **May 14, 2014 and May 21, 2014**

Signed: _____
Michael A. Pastor, Chairman, Board of Supervisors

Date: ____/____/____

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

Date: ____/____/____



GILA COUNTY
GENERAL PROVISIONS

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GLOBE COURTHOUSE
2ND FLR RENOVATION
SCHOOLS AND ASSESSOR

INVITATION FOR BID NO. 012114

AFFIDAVIT OF NON-COLLUSION (ANC-1)
SUBCONTRACTOR CERTIFICATION (SC-1)
CONSTRUCTION CONTRACT (C1-5)
STATUTORY PERFORMANCE BOND (CPB-1)
STATUTORY LABOR & MATERIAL BOND (LMB-1)
CONTRACT PERFORMANCE WARRANTY (CPW-1)
PAY APPLICATION (AIA DOC G702)



SECTION 01 NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents or specifications.

All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents.

No forms shall be detached from the bid packet. The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.

The following forms **MUST** accompany the bidder's proposal:

- Bid Proposal (BP1-3)
- Surety Bid Bond (BB1)
- Qualification & Certification Form(QC1-2)
- Contractor Reference List (RL-1)
- Affidavit of Non-Collusion (ANC-1)
- Subcontractor List (SL1-2)
- Subcontractor Certification (SC-1)
- Contract Performance Warranty (CPW-1)

Failure to include all required documents may invalidate the bid.
Prices shall include all applicable taxes.

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

"Bid No. 012114 GILA COUNTY COURTHOUSE, 2ND FLR RENOVATION, SCHOOLS AND ASSESSOR", on the outer most envelope or label.

If courier is used, bidder shall instruct the courier to deliver the package by 3:00 P.M. on the date specified herein, to the Gila County Purchasing Dept., in the Guerrero Building at 1400 East Ash, Globe, Arizona 85501.

No bids will be accepted after 3:00 P.M. M.S.T., Wednesday, June 18, 2014. Time shall be the prevailing time per the atomic clock in the reception area of the Guerrero Bldg. Bids will be publicly opened and read aloud at 3:00 P.M. at the location and date listed above.

4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, waive all or any informalities in the bids.
5. **Plans and Specifications** - Plans, specifications and all other documents required by bidders may be obtained at the address shown below.

A deposit of \$20 per set, and \$10 for mailing, \$20 of which will be refunded upon return of the documents in good, usable order. Payment shall be by check or money order only. No cash will be accepted.

Gila County
Purchasing Department
Guerrero Building
1400 East Ash
Globe, Arizona 85501

6. **Mandatory Pre-Bid Conference** - General Contractors and major subcontractors are required to attend the Pre-bid Conference scheduled for: Wednesday, May 28, 2014 at 1:00 P.M. Bidders are to meet at the front courtyard of the Globe Courthouse and must sign-in as in attendance.
7. **Arizona Contractor's License** - **Prior to submission of bids**, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.
8. **Bid Opening Information** - Information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids. The bid opening is the only time, until bid award, this information will be revealed.



SECTION 10 DEFINITION OF TERMS

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

ADDENDA. Written or graphic instruments issued by the Owner and/or Architect/Engineer, prior to bid opening, which modify or interpret Bidding documents by addition, deletion, clarification or correction.

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

ARCHITECT. Architect shall be interchangeable with the Gila County assigned "Facility Services Project Manager" for such projects that do not include the services of an outside Consultant or Registrant.

APPROVED. Where used in conjunction with the Architect's/Engineer's and/or Owners response to SUBMITTALS, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Architect's/Engineer's responsibilities and duties as specified in the General and Supplementary Conditions. In no case will "approval" by the Architect/Engineer be interpreted as a release of the Contractor from responsibilities to fulfill the requirements of the Contract Documents.

ASTM. The American Society for Testing and Materials.

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

BASE BID. The sum stated in the Bid for which the Bidder offers to perform Work described as base including all allowances, to which Work may be added or deducted for sums stated in Alternate Bid(s), if applicable.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work described in the Bidding Documents.

BIDDING DOCUMENTS / CONTRACT DOCUMENTS. Includes all portions of the General Provisions, Addenda, Plans and Technical Specifications.

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

BUILDING INSPECTOR. Employee of Gila County Community Development, authorized and required to perform inspections of the Work at various stages, as identified on the Blue Inspection Card, for compliance with minimum Code requirements of the Building Permit. NO WORK is to be covered up prior to inspection by Building Inspector.

CALENDAR DAY. Every day shown on the calendar.

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

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

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

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

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

CONTRACTOR'S ENGINEER. The Arizona Registered Professional Engineer, individual, partnership, firm, or corporation, duly authorized by the State of Arizona, hired by the Contractor to be responsible for engineering supervision, quality control and certification of the Contract work. If not required, all references to "Contractor's Engineer" shall mean the "Contractor".

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

EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order

or supplemental agreement, but which is found by the Owner's Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

FACILITY SERVICES PROJECT MANAGER. An authorized representative of the Owner assigned to make all necessary quality assurance inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor, on behalf of the Owner for compliance with all portions of the Contract Documents.

FINAL COMPLETION. Time at which the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, including acceptance of O&M Manuals, warranties, guaranties, as-built record documents, extra stock items, and all punch list items have been corrected, accepted and completed. The Owner will approve the Final Payment due the Contractor.

FURNISH. Except as otherwise defined in greater detail, is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

INSTALL. Except as otherwise defined in greater detail, the term "install" is used to describe operations at the project site including unloading, unpacking, assembly, erection, placing anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operation, as applicable in each instance.

INSTALLER. The entity (person or firm) engaged by the Contractor or its subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in the operations they are engaged to perform.

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

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

INTERNATIONAL CODE. Shall be latest State of Arizona and/or Gila County adopted version, with amendments, at the time the contract was bid. This shall include the building, mechanical, electrical, plumbing, fuel gas and fire codes adopted by Gila County or the State of Arizona.

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

LABOR AND MATERIALS BOND. The approved form of security furnished by the Contractor and his surety as a

guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work. Also known as Payment Bond.

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

MATERIALS. Any product or substance specified for use in the construction of the contract work.

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

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

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

OWNER (SPONSOR). The term Owner shall mean the Gila County Board of Supervisors. Unless noted otherwise, and assigned Gila County Facility Services Project Manager shall act on behalf of the County for construction purposes.

OWNER'S ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative. There is no Owner's Engineer on this project. See definition of Owner. Facilities Services Project Manager shall be substituted as Owner's Engineer where ever referenced in the documents.

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

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

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

PROJECT. The agreed scope of work as identified in the Contract Documents.

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

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

PROVIDE. Except, as otherwise defined in greater detail, the term “provide” means furnish and install, complete and ready for the intended use, as applicable in each instance.

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

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

SUBSTANTIAL COMPLETION. The date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so that the Owner can occupy or utilize the Work or a designated portion thereof for the use for which it is intended. All systems and equipment are fully functioning, all inspection and agency approvals have been received and only minor punch list items exist that will not disrupt the occupants. Substantial Completion does not imply acceptance.

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

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

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

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

WORK DAY, WORKING DAY. A work day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract, unless work is suspended for causes beyond the Contractor's control. Saturdays,

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Sundays and holidays on which the Contractor's forces engage in regular work, after obtaining written permission from the Public Works Director, or his authorized representative, which requires the presence of an inspector, will be considered and applied as working days.

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



SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-03 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms, see Contract Forms Section. All papers bound with, or attached to, or referenced, the proposal forms are necessary parts of the proposal. The proposal submitted by the bidder **must include the entire bid packet.**

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

Bids will be accepted only from those Contractors who are licensed in the State of Arizona and qualified under the laws of the State of Arizona to perform the work specified.

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

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

20-05 ALLOWANCES. The contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts as identified. See Allowances 90-04. The Schedule of Values and Payment Application shall identify each Allowance as a separate line item.

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

such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

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

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

20-07 PREPARATION OF PROPOSAL The bidder shall submit his proposal on the forms furnished by the Owner. No forms shall be detached from the bid packet. The proposal must include the entire bid packet. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) in NUMERALS for which he proposes to do each pay item furnished in the proposal. The TOTAL AGGREGATE AMOUNT bid shall be stated in both WORDS and NUMERALS. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern. **A minimum of one (1) original and two (2) copies ALL with original signatures shall be submitted.**

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

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

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

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

construction contracts.

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

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

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

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

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

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

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

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

20-14 PROTESTS. Only other bidders who have submitted a bid for this project, have the right to protest. A

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protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Clerk of the Board of Supervisors. A protest must be in writing and must include:

- (a) Name, address and telephone number of the protester.
- (b) Signature of the protester or its representative, and evidence of authority to sign.
- (c) Identification of the contract and the solicitation or contract number.
- (d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- (e) The form of relief requested.

All protests shall be sent to the attention of the Clerk of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, AZ 85501.



SECTION 30 AWARD & EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS.

After the proposals are publicly opened and read, they will be compared on the basis of Lump Sum cost and qualifications. If a bidder's proposal contains a discrepancy between lump sum cost written in words and lump sum costs written in numbers, the lump sum cost written in words, unless obviously incorrect, shall govern. Bids will be accepted only from those Contractors who are licensed in the State of Arizona and qualified under the laws of the State of Arizona to perform the work specified. All work performed under the Contract by such licensed Contractors must be made to comply with all applicable laws and requirements of any governing bodies or regulatory agencies having jurisdiction over such Work.

The General Contractor shall determine that subcontractors are licensed, insured, and qualified to perform their respective work under the contract and shall determine that they are bondable, if required.

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

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

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

If a Bidder should fail to receive any addendum, or should fail to acknowledge receipt of same, the Bidder shall have the option of accepting a contract, if offered, including all addenda, at the bid price, or withdrawing the bid without penalty. The owner and/or A/E are not responsible for assuring delivery of addenda to any Bidder. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest, or re-issue of the invitation to bid.

30-02 AWARD OF CONTRACT. The award of contract, if it is to be awarded, shall be made within sixty (60)

calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

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

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

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

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

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

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

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



SECTION 40 SCOPE OF WORK

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

40-02 CHANGES TO THE WORK. The Owner has identified an Allowance to be included in the Base Bid for unforeseen expenses that may require a Change Order. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract amount, provided that the aggregate of such alterations does not exceed the amount identified for this allowance.

These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner, against the Allowance. Change order for altered work shall include extensions of contract time where, in the Owner's opinion, such extensions impact the critical path of the approved construction schedule, per Section 90-06. If the Owner and the Contractor are unable to agree on a cost for adjustment to any contract item, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

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

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled CHANGE ORDERS of Section 90-03.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of

work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called EXTRA WORK. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit or lump sum cost(s) for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Owner's opinion, is necessary for completion of such extra work.

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

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

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

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

40-6 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK.

Not applicable to this project.

40-07 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, and temporary structures. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner and furnished a copy to the Owner.



SECTION 50 CONTROL OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall

protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

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

50-06 CONSTRUCTION LAYOUT AND STAKES. The Contractor and the Contractor's Engineer will establish measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent elements. No claim for additional compensation for correction shall be submitted for payment and such shall be corrected by the Contractor at his expense.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Not applicable to this project.

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

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

No work shall be covered up until it has passed inspection. If covered, the Contractor will be required to uncover the work. The cost of uncovering, removal and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

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

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

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

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

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

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

Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

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

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment. The Contractor shall be responsible for all damage done by his hauling equipment and shall correct such damage at his own expense.

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

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

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of Section 50-12, the Owner shall

immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance conditions. The time specified will give due consideration to the emergency that exists.

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

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

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

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

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

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

50-17 GUARANTEE OF WORK (ADDITIONAL). The Contractor shall guarantee all work against any defects due to

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faulty materials or workmanship for a period of two (2) years from the date of final inspection and acceptance. The Owner shall give notice of observed defects with reasonable promptness. Any omission on the part of the Owner to condemn defective work at the time of construction or final inspection shall not be deemed an acceptance. The Contractor shall be required to correct defective work or material at any time before final inspection and acceptance and within two (2) years thereafter. See Contractor Performance Warranty (CPW-1).

50-18 CONSTRUCTION SCHEDULE. The Contractor shall submit, for review and approval, to the Owner within 20 days after the Notice to Proceed has been issued, and prior to the first Payment Application. See Construction and Progress Schedules, Section 90-06.



SECTION 60 CONTROL OF MATERIALS

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

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

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be listed, labeled and certified by the appropriate testing agency before incorporation in the work. Any work in which untested materials are used without approval or written permission by the Owner shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Contractor's expense.

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

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

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

not.

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

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

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

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

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

60-04 PLANT INSPECTION. Not applicable to this project.

60-05 OWNER'S FIELD OFFICE AND LABORATORY. Not applicable to this project.

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Owner. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Owner a copy of the property owner's permission.

All storage sites on private property shall be restored to their original condition by the Contractor at his entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Owner.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall be returned to the site of the work until such time as the Owner has approved its use in the work.

60-08 OWNER-FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made

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available to the Contractor at the location specified herein.

After any owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of owner-furnished materials.



SECTION 70 LEGAL RELATIONS & RESPONSIBILITY TO PUBLIC

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

Laws and Ordinances: This agreement shall be enforced under the laws of the State of Arizona and Gila County. The Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the AzDA Arizonans w/ Disabilities Act, Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor will be provided an approved Field Copy set of plans and Technical Specifications for this project. The Contractor shall maintain this set of original documents on site at all times.

The Contractor shall procure any other permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 RESTORATION OF SERVICES DISTURBED BY OTHERS. Not applicable to this project.

70-05 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as required to comply with the requirements of the State and local boards of health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under the Arizona Occupational Safety and Health Standards for Construction, adopted by the Industrial Commission of Arizona pursuant to the Authority in **A.R.S. '23-410**.

70-06 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public and pedestrians. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of pedestrian and/or vehicular traffic with respect to his own operations and those of his subcontractor and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40-05 hereinbefore specified.

70-07 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS. The Contractor shall furnish, erect and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the requirements of AzDA Arizonas with Disabilities Act and the Arizonan's with Disabilities Act and Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD Part VI), published by the United States Government Printing Office.

The Contractor shall furnish and erect all barricades, warning signs and markings for hazards prior to commencing work which required such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Owner.

70-08 PROTECTION AND RESTORATION OF PROPERTY . The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution

thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-09 RESPONSIBILITY FOR DAMAGE CLAIMS. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Gila County and their respective agents, representatives, officers, directors, officials, and employees from and against any and all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the indemnitee and their respective agents, representatives, officers, directors, officials and employees shall arise in connection with any and all demands, proceedings, suits, actions, claims, workers compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorneys fees, court costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including the loss of use resulting thereon, caused by any act or omission of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for whose acts they may be liable. The amount and type of insurance coverage requirements set forth in the Contract shall in no way be construed as limiting the scope of this indemnity.

70-10 CONTRACTOR'S INSURANCE. Prior to the execution of the contract, the Contractor shall file with the Owner a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner. The certificate of insurance shall state that, with respect to the contract awarded the Contractor; the Contractor carries insurance in accordance with the requirements of this subsection and the Construction Contract.

On all policies Gila County shall be named as an additional insured.

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the Owner of any cancellation or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner.

See Construction Contract under Contract Forms Section of these General Provisions for Insurance Requirements.

70-11 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create to the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-12 OPENING SECTIONS OF THE WORK FOR OCCUPANCY. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his own estimate of the difficulties involved in arranging his work to permit

such beneficial occupancy by the Owner.

Upon completion of any portion of the work listed above, with certification of the work by the Contractor, such portion(s) shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14.

No portion of the work may be opened by the Contractor for public use until ordered by the Owner in writing. Should it become necessary to open a portion of the work to the public on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner, such portion of the work is in an acceptable condition to support the intended use. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to use which is permitted by the Owner shall be repaired by the Contractor at his expense.

The Contractor shall make his own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

70-13 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Owner's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work.

70-14 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. The Contractor shall cooperate with the owner of any public or private utility service, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his operations to prevent the unscheduled interruption of such utility services and facilities and shall notify Blue Stake in accordance with applicable State laws or regulations prior to commencing any work.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his responsibility to protect such existing features from damage or unscheduled interruption of service. It is further

understood and agreed that the Contractor shall, upon execution of the contract, notify the owners in writing of all utility services or other facilities of his plans of operations.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Owner. The Contractor's failure to give the two day's notice hereinabove provided shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Owner, and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Owner continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his operations whether or not due to negligence or accident. The contract owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his surety.

70-15 FURNISHING RIGHTS-OF-WAY. Not applicable to this project.

70-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contractor provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Owner, his authorized representatives, or any official of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-17 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-18 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, State, and local laws and

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regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds and reservoirs with fuels, oils, bitumen's, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.



SECTION 80 PROSECUTION & PROGRESS

80-01 SUBLETTING OF CONTRACT. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof or of his right, title or interest therein without written consent of the Owner. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization work amounting to not less than 50 percent (50%) of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall release the Contractor of his liability under the contract and bond.

"His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, with or without operators.

"Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

The contract amount upon which the 50 percent (50%) requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

Any items that have been selected as "Specialty Items" for the contract will be listed as such in the special provisions, bidding schedule, or elsewhere in the contract documents.

The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute the orders of the Owner.

Should the Contractor elect to assign his contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Owner.

80-02 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within ten (10) calendar days of the date set by the Owner in the written Notice to Proceed, but in any event, the Contractor shall notify the Owner at least two work days in advance of the time actual construction operations will begin.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his progress schedule, per Section 90-06, for the Owner's approval within twenty (20) days after the effective date of the Notice to Proceed, and prior to the first Pay Application. The Contractor's progress schedule, when approved by the Owner, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the bid proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule, per Section 90-06. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the Notice to Proceed is issued by the Owner.

80-04 CONSTRUCTION LIMITS. Construction limits shall be defined in the construction documents.

80-05 CHARACTER OF WORKERS, METHODS AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Owner, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Owner.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Owner may suspend the work by written notice until compliance with such orders.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on

any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans and specifications. When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Owner. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Owner to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Owner determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Owner may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-06 TEMPORARY SUSPENSION OF THE WORK. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to security issues and/or unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's order to suspend work to the effective date of the Owner's order to resume the work. Claims for such compensation shall be filed with the Owner within the time period stated in the Owner's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed. The Contractor shall erect temporary structures where necessary to provide for the continuous operation of existing facilities.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

- (a) CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.
- (b) When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80-07) the sum specified in the Contract and Bid Proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- (a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (80-02)"; or
- (b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work

- as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
 - (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
 - (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
 - (g) Allows any final judgment to stand against him unsatisfied for a period of ten (10) days; or
 - (h) Makes an assignment for the benefit of creditors; or
 - (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of ten (10) calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Owner will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner.

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SCHOOLS AND ASSESSOR

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Termination of the contract or a portion thereof shall neither relieve the Contractor of his responsibilities for the completed work nor shall it relieve his surety of its obligation for and concerning any just claim arising out of the work performed.



SECTION 90 MEASUREMENT & PAYMENT

90-01 MEASUREMENT AND PAYMENT.

Payment will be measured against the Schedule of Values as approved by the Owner.

Payments on account of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the Owner by the Contractor on Contractor Payment Application, within five (5) days after the end of the period. Payment Applications shall be notarized and shall be supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the Owner. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the Owner to require fulfillment of all terms of Contract Documents.

If the Owner receives a Preliminary Lien Notice from a subcontractor or material supplier, the Contractor shall provide Lien Waivers prior to Contractor receiving payment.

Payment may be withheld in whole, or in part, to protect the Owner on account of:

- Unsatisfactory job progress as determined by the Owner.
- Defective Work or materials not remedied.
- Disputed Work or materials.
- Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
- Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.

- A reasonable doubt, as determined by the Owner, that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
- The Contractor's failure to perform any of its contractual obligations under the Contract Documents, or any other agreement with the Owner.
- Deficiencies or claims asserted by the Owner against Contractor arising from any other project.

90-02 RETAINAGE. The Owner shall pay to the Contractor 90% of the value of the Work in place and materials suitably stored at the site. The remaining 10% shall be retained by the Owner until the Contract is 50% completed at which time the retainage shall be reduced to 5% provided that (a) the Contractor is making satisfactory progress on the Contract; and (b) in the Owner's sole judgment, there is no specific cause or claim requiring a greater amount than 5% be retained. Thereafter, the Owner shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of Work in place and materials stored. The Owner's sole judgment concerning the satisfactory progress of the Work shall be final.

90-03 CHANGE ORDERS. No changes in the Work shall be undertaken by the Contractor without written direction by the Owner. Any changes made without such written direction are done so at the Contractor's own risk and hereby waives all rights or claims the Contractor may have as a result of the change. Change Orders shall be processed by the Owner and per the procedures set forth in the Contract.

The cost or credit to the Owner resulting from a change in Work shall be determined in one or more of the following ways:

- A. By unit prices stated in the Contract Documents.
- B. By cost, as defined below, properly itemized and supported by sufficient substantiating data to permit evaluation, plus a fee (profit) or five percent (5%) of items 1 through 5 described below. Such costs shall be itemized by crafts as defined within the schedule of values and limited to the following items directly allocable to the change in the Work:
 - 1) Cost of materials, including cost of delivery.
 - 2) Fully-burdened cost of labor, including, but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by Contractor, and worker's or workman's compensation insurance.
 - 3) Contractor Supervision/Overhead allowance shall not to exceed (5%) of 1 plus 2 above; the parties agree that this mark-up shall fully cover all Contractor overhead.
 - 4) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, Contractor must prove reasonable rental rate pursuant to actual ownership costs.
 - 5) Cost of Subcontracted work calculated as above.
 - 6) Contractor's fee on subcontractor's work not to exceed five percent (5%) of the value of

such work calculated as above, which sum shall exclude the cost attributable to bonds, insurance and taxes; the parties hereby agree that this fee includes all Contractor overhead and profit on subcontractor work.

- 7) Sales tax at full value; insurance and bond premiums not to exceed a total of 2%.
- 8) If this method of cost or credit calculation is selected, in no event shall the combined total fee for overhead and profit including all levels or tiers of subcontractors exceed fifteen percent (15%) of the total cost of items 1, 2, 4 and 5.

C. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; provided that such lump sum shall not exceed that amount calculated under (B) above.

A fully executed Change Order shall be full and final settlement of all claims for direct, indirect, delay, disruption, inefficiency and any other consequential costs related to items covered or affected, as well as time extensions. Any such claim not presented by the Contractor for inclusion in the Change Order is irrevocably waived.

In an emergency affecting the safety of life, or of the structure, or of adjoining property, the Contractor, without special instruction or authorization from the Owner, is permitted to act at its discretion to prevent threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be determined in accordance with this section.

90-04 ALLOWANCES. The Contractor's price for the Work shall include all of the Contractor's costs associated with such allowance(s). If the actual costs to the Contractor of such allowance(s) is different from the specified sum, increases or decreases in the cost of the allowance shall be adjusted in accordance with Change Orders (90-03). Allowances for this project:

Fire Sprinkler System Modification: Not to exceed: \$4,200.00, labor and materials

Provide design and modifications (labor and material costs) for the existing fire sprinkler system. Submit engineered, State Fire Marshal approved, drawings for Gila County approval, prior to doing the work.

Millwork: Not to exceed \$55,000, material cost only.

Material costs only. Labor costs to be included in Base Bid millwork installation. See submittals requirements in the Technical Specifications.

Unforeseen Conditions: Not to exceed \$50,000

Contingency Fund for Change Orders in regards to unforeseen conditions and changes to Scope of Work required to complete the work originally intended in an acceptable manner. See Change Orders (90-03).

The contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by Allowances shall be supplied for such amounts as identified. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Whenever costs are more than or less than Allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the Allowances specified. Contractor shall submit detailed invoicing for all Allowances that clearly identifies the actual costs as identified

under Change Orders (90-03).

90-05 SCHEDULE OF VALUES. Individual construction activities which are indicated by the Schedule of Values shall coincide with activities presented on the Contractor's Construction Schedule. The Contractor shall submit proposed Schedule of Values for review and approval by the Owner, prior to submission of their first Payment Application.

If requesting a time extension, due to additions to or deletions from the Contract authorized through Change Orders, shall be reflected in the Contractor's Construction Schedule if such changes affect the critical path of project completion.

90-06 CONSTRUCTION AND PROGRESS SCHEDULES. The Contractor shall submit, for review and approval, to the owner within 20 days after the Notice to Proceed has been issued, and prior to the first Payment Application, Contractor's Construction Schedule in computer generated format. Alternate schedule forms, such as hand-generated bar charts may be accepted at the Project Manager's discretion.

The Schedule shall illustrate the planned, logical progression of construction activities which will result in completion of the project by the Contract Completion Time and shall be reviewed and approved by the Owner prior to first Payment Application. Items of Work shall coincide with the Schedule of Values to be used in determination of progress payments.

Monthly updates of the Contractor's Construction Schedule showing actual amounts of work completed shall be provided by the Contractor with each application for Progress Payment. Contractor and Project manager will review the updated schedule for accurate reflection of work progress. If the project is behind schedule in any month, the Contractor shall provide a Narrative Report that shall indicate precisely what measure will be taken in the next thirty days to put the Work back on schedule.

In the event significant delays or lags in schedule, as determined by the Owner, are encountered, the Contractor shall provide to the Owner a revised Contractor's Construction Schedule indicating proposed rescheduling of subsequent activities to achieve project completion by the Contract Completion Time or Amended Completion Time.

No extensions shall be granted nor delay for damages paid unless the delay is clearly demonstrated by an updated Construction Schedule current as of the month the change was issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other reasonable means.

Additions to or deletions from the Contract, authorized through Change Orders, shall be reflected in the Contractor's Construction Schedule if such changes affect the critical path of project completion.

90-07 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50-15, the Owner will issue a Certificate of

Final Completion. After issuance of the Certificate of Final Completion and receipt of all other documents required by the Contract, all retained amounts shall be paid to the Contractor as part of Final Payment:

- The Final Payment shall not become due until the Contractor delivers to the Owner full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.
- If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the Owner all monies that the latter may be compelled to pay in discharging such claim including all cost, interest and attorneys' fees.
- The Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owner, prior to the release of the Final Payment.



SPECIAL PROVISIONS

PROPOSED WORK

The work consists of interior renovation of a portion of the existing Globe Courthouse 2nd Floor Area, for offices and public restrooms. Work includes non-structural renovation, demolition of existing offices, relocation of existing restrooms and construction of new interior walls and finishes, ceilings, flooring, mechanical, electrical, plumbing and fire sprinkler system modifications. See Technical Specifications and Construction Drawings for specific Scope of Work requirements.

GENERAL REQUIREMENTS

The project has been designed utilizing the International Building Code, current version as adopted and amended by Gila County. See Technical Specifications.

In the event of any conflict between the plans and Technical Specifications, the more restrictive shall apply. In the event of any conflict between these Special Provisions and the plans or Technical Specifications, these Special Provisions shall prevail.

AS-BUILTS

When the work is completed, the Contractor shall provide the OWNER with a set of as-built drawings on clean prints of the original drawings. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the mechanical, plumbing and electrical systems and which exist in the completed work. All hidden utilities, within walls ceilings or floors, to be relocated under this contract shall be referenced to semi-permanent or permanent physical objects.

The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original drawings. The Contractor will document these changes on the original drawings and forward the signed copy to the Owner. Final payment of this contract will not

be made to the Contractor until the As-Built drawings are satisfactorily produced and approved.

As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

CONSTRUCTION LIMITS

The Contractor shall be limited to the areas, as identified in the Construction Documents. These limits shall be known as the Construction Limits. Deviation outside these limits is not authorized. The Contractor shall not enter or occupy with personnel, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of his Contractor's yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of his yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials by the Owner, damaged by vandalism or theft. The Contractor will take measures necessary to secure his yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

MEETINGS

Preconstruction Conference:

A preconstruction conference shall be held. Notification of the time and date of such conference shall be made to the selected Contractor in the Letter of Intent to Award. The Contractor shall require the Superintendent, and major Subcontractors to attend.

Progress Meetings:

Progress meetings shall occur on a regular basis, once a week, according to a schedule determined at the pre-construction conference. The General Contractors superintendent and that of major subcontractors scheduled to do work over the next week shall be in attendance.

Safety Meetings:

The Contractor shall be held responsible for conducting regular safety meetings. Gila County Public Works will issue a Safety and Loss Control booklet, to be reviewed by the Contractor, prior to being on site. The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site. During the preconstruction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting. For every safety meeting the Contractor shall invite the QA/QC Safety Compliance Officer and shall give at least twenty-four (24) hour notice.

CONFLICTING UTILITY SYSTEMS

The Contractor shall be aware that within the project limits there are utility systems that may conflict with the proposed work. The Contractor is not responsible for resolving these conflicts unless otherwise noted within the plans. Such shall be the sole responsibility of each individual utility owner. However, the Contractor shall coordinate directly with each utility owner to insure that the work progresses and notify the Owner on all matters. The Contractor shall be aware of several utility systems existing within and adjacent to the project limits. The Contractor shall be responsible for any damage to the utilities within the construction area(s).

UTILITY SHUTDOWNS

The Contractor shall prearrange time with the Owner whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with the Owner in doing Work so as to cause the least annoyance and interference with the continuous operation of the Owner's business or official duties. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with the Owner to avoid any disruption of operation within the building or construction.

In no case, unless previously approved in writing by the owner, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities, whether negligently, intentionally, or accidentally, shall not relieve the Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or subcontractor, or from responsibility for repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.

GLOBE COURTHOUSE
2ND FLR RENOVATION
SCHOOLS AND ASSESSOR

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TECHNICAL SPECIFICATIONS

**SEE TECHNICAL SPECIFICATIONS AND
CONSTRUCTION DRAWINGS**



CONTRACT FORMS

- Bid Submittal Checklist (CK1)**
- Bid Proposal (BP1-3)**
- Surety Bid Bond (BB1)**
- Qualification & Certification Form (QC1-2)**
- Subcontractors List (SL1-2)**
- Contractor Reference List (RL-1)**
- Affidavit of Non-Collusion (ANC1)**
- Subcontractor Certification (SC1)**
- Construction Contract (C1-5)**
- Contract Performance Bond (CPB-1)**
- Labor & Material Bond (LMB-1)**
- Contract Performance Warranty (CPW-1)**
- Pay Application (Sample AIA Doc G702)**



BID SUBMITTAL CHECKLIST (CK1)

BIDDERS ARE HEREBY NOTIFIED:

The bidder must supply all the information required by the bidding documents or specifications. All proposals shall be made on the Bid Proposal (BP1-3) form prepared by Gila County as part of the Contract Documents.

Each Bid shall be sealed in an envelope addressed to Gila County Purchasing Department and bearing the following statement on the outside of the envelope:

Sealed Bid for:

**BID NO. 012114
GLOBE COURTHOUSE,
2ND FLR RENOVATION,
SCHOOLS AND ASSESSOR**

The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.

The following forms must accompany the bidder's proposal:

- Bid Proposal (BP1-3)
- Surety Bid Bond (BB1)
- Qualification & Certification Form (QC1-2)
- Subcontractors List (SL1-2)
- Contractors Reference List (RL-1)
- Affidavit of Non-Collusion (ANC-1)
- Subcontractor Certification (SC-1)
- Construction Contract (C1-5)
- Contract Performance Warranty (CPW-1)

Failure to include all required documents may invalidate the bid.



BID PROPOSAL (BP1-3)

TO THE GILA COUNTY PURCHASING DEPARTMENT:

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

BASE BID: The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

_____ Dollars (\$_____).

The following Proposal is made for :

BID NO. 012114, GLOBE COURTHOUSE, 2ND FLR. RENOVATION, SCHOOLS AND ASSESSOR
in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested,

directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to reach **Substantial Completion of the work within one hundred and fifty (150) Calendar Days of the Notice to Proceed and Final Completion within thirty (30) Calendar Days of the date of Substantial Completion**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Technical Specifications and General Provisions fulfilled.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten percent (10%) of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: _____

Corporate Address: _____

Incorporated under the laws of the State of: _____

By (Signature): _____ Date: _____

President: _____

Secretary: _____

Treasurer: _____

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

By (Signature): _____ Date: _____

Name and Address of Each Member: _____

If by an Individual:

Signature: _____ Date: _____

**GILA COUNTY
SURETY (BID) BOND (BB1)**

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____, as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

**GLOBE COURTHOUSE, 2ND FLR. RENOVATION,
SCHOOLS AND ASSESSOR
GILA COUNTY, ARIZONA, BID CALL NO. 012114**

NOW THEREFORE, if the Obligee, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

Surety

By

By Attorney-in-Fact

Title

Address, Attorney-in-Fact

Subscribed and sworn to before me

This _____ day of _____, 20__

My commission expires: _____

Notary Public



QUALIFICATION AND CERTIFICATION FORM (QC1-2)

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

GLOBE COURTHOUSE, 2ND FLR. RENOVATION, SCHOOLS AND ASSESSOR, BID NO. 012114

The Contractor submitting this Bid warrants the following:

1. Name, Address, Telephone Number and E-mail Address of Principal Contractor:

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
_____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?
_____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:

GLOBE COURTHOUSE
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- a. A brief history of the Contractors Firm.
- b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
- d. List the specific qualifications the Contractor has in supplying the specified services.
- e. Gila County reserves the right to request additional information.

6 **Contractor Experience Modifier (e-mod) Rating:** _____

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

1. **Current Arizona Contractor License Number:** _____

Signature of Authorized Representative

Printed Name

Title



SUBCONTRACTORS LIST (SL1-2)

Proposer is to list every subcontractor and supplier proposed to be employed on the above project as required by the bidding documents. Any work proposed to be done by the Proposer should be listed as a line item with the word "Self" inserted under firm name. Designation of subcontractors is subject to Owner's approval. No change in subcontractor's list will be permitted without the Owner's prior written consent.

THIS SUB-CONTRACTOR LIST MUST BE FILLED OUT, FAILURE TO DO SO IS AUTOMATIC GROUNDS FOR REJECTION OF BID.

CARPENTRY

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
----------------	-------------	----------------------------

INSTALLER FOR DOORS/HARDWARE

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
----------------	-------------	----------------------------

CEILING SYSTEMS

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
----------------	-------------	----------------------------

WALL GYP BD / FINISHING

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
----------------	-------------	----------------------------

PLUMBING

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
----------------	-------------	----------------------------

ELECTRICAL

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
----------------	-------------	----------------------------

HVAC

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

FIRE ALARM/SPRINKLER

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

FLOORING

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

MILLWORK

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

STOREFRONT SYSTEMS

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

**ANY ADDITIONAL SUB-CONTRACTORS MUST BE LISTED THAT HAVE A COST OF AT LEAST
10% OF THE TOTAL CONTRACT COST**

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

I submit that the preceding is correct and current as of _____.
[BID OPENING DATE]

[authorized representative] [date] [company]



CONTRACTOR REFERENCE LIST (RL-1)

**GLOBE COURTHOUSE, 2ND FLR. RENOVATION, SCHOOLS AND ASSESSOR
BID NO. 012114**

These references are required to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

REFERENCES:

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>

Signature of Authorized Representative

Printed Name

Title

**AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF:)

_____)
(Name of Individual)
being first duly sworn, deposes and says:

That he is _____)
(Title)

of _____ and
(Name of Business)

That he is bidding on **Gila County BID NO. 012114 GLOBE COURTHOUSE, 2ND FLR. RENOVATION, SCHOOLS AND ASSESSOR PROJECT, GLOBE** and,

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 _____, 20_____.

My Commission expires: _____

Notary Public



**SUBCONTRACTOR CERTIFICATION:
INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of bids on:

BID NO. 012114: GLOBE COURTHOUSE, 2ND FLR RENOVATION, SCHOOLS AND ASSESSOR, GLOBE,

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 Owner prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

_____ **It is my intention to subcontract a portion of the work.**

_____ **It is not my intention to subcontract a portion of the work.**

Name of Firm

By: (Signature)

Title

Date



CONSTRUCTION CONTRACT (C1-5)

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and _____ of the City of _____, State of _____, hereinafter designated the **Contractor**.

THE CONTRACTOR shall furnish any and all labor, materials, construction equipment, and services, required for performing all work for construction of:

BID NO. 012114, GLOBE COURTHOUSE, 2ND FLR RENOVATION, SCHOOLS AND ASSESSOR

CONTRACT DOCUMENTS: Includes all portions of the General Provisions, Addenda, Plans, Technical Specifications and any supplemental agreements, if applicable, provided by the County for this project, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, 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 and against any and all suits, claims, cost of litigation, actions, liabilities, damages, losses, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract (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.

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 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 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.

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

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

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

- B. **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. 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.

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.

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.

TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work as identified in the Contract Documents and this agreement, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Contract Documents.

Work shall start within **no later than ten (10) Calendar Days of the Notice To Proceed**, and shall be Substantially Complete within **One Hundred and Fifty (150) Calendar Days** from the date of the Notice to Proceed. The Contractor further agrees to achieve Final Completion within no later than **Thirty (30) Calendar Days** from the date of Substantial Completion.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by this Contract; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must

GLOBE COURTHOUSE
2ND FLR RENOVATION
SCHOOLS AND ASSESSOR

INVITATION FOR BID NO. 012114

delay the completion of the said work or any delay occasioned by the Owner, the Owner may extend the period hereinafter specified for the completion of said work in accordance with the Contract Documents and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

IN RETURN for the performance of the contract by the contractor, the County agrees to pay the amount of not more than \$_____ including all applicable taxes through a payment schedule as described in the Contact Documents and as may be modified and executed by change orders.

OWNER:
GILA COUNTY BOARD OF SUPERVISORS

CONTRACTOR:

Michael A. Pastor,
Chairman, Board of Supervisors

Contracting Company Name

ATTEST:

Print Name

Marian Sheppard, Clerk of the Board

Witness (If Contractor is Individual)

APPROVED AS TO FORM:

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

**STATUTORY PERFORMANCE BOND (CPB-1)
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,

and _____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **GLOBE COURTHOUSE, 2ND FLR RENOVATION, SCHOOLS AND ASSESSOR**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgement such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

Principal Seal

Surety Seal

Agency of Record

Arizona Countersignature

Address Phone Number
Phone Number

By:

By:

AgencyAddress



CONTRACT PERFORMANCE WARRANTY (CWP-1)

I, _____, representing
_____ (company name)

do hereby warranty the work performed for the:

GLOBE COURTHOUSE, 2ND FLR RENOVATION, SCHOOLS AND ASSESSOR, GLOBE,

for a period of **two years** from the date of Substantial Completion . Work shall be free from defects which would cause the work not to perform in its' intended manner.

The Contractor shall provide 24-hour response to all critical building systems, i.e., loss of electrical, plumbing, heating, cooling, fire suppression or other control systems. The Contractor shall provide the Owner a list of contact persons and phone numbers to contact in case of loss of a critical building system, available on a 24-hour basis. The Contractor shall include the contact person and phone number for their bonding company for use if the Owner experiences problems during the warranty.

All other, noncritical warranty items will be corrected within five (5) working days, unless the Contractor notifies the Owner in writing that a delay will be experienced due to shipping of materials. A shipping date must be provided to advise the Owner of the approximate date of warranty repair.

All warranty work must commence as soon as reasonably possible and be diligently prosecuted to completion.

(Officer, Partner, Owner)

Date

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2

PAGES

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO:

OWNER
 ARCHITECT
 CONTRACTOR

PROJECT NOS:

CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ _____
2. Net change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____
5. RETAINAGE:
 - a. _____ % of Completed Work \$ _____
(Column D + E on G703)
 - b. _____ % of Stored Material \$ _____
(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE \$ _____
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ _____
8. CURRENT PAYMENT DUE \$ _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Arizona PipeMasters, Inc.

By: _____ Date: _____

State of: _____ County of: _____
Subscribed and sworn to before me this _____
Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:

Contractor's signed certification is attached.

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECTS PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G + C)			
GRAND TOTALS									

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



TECHNICAL SPECIFICATIONS

ALLOWANCES

Fire Sprinkler System Modification: Not to exceed: \$4,200.00

Provide design and modifications (labor and material costs) for the existing fire sprinkler system. Submit engineered, State Fire Marshal approved, drawings for Gila County approval, prior to doing the work.

Millwork: Not to exceed \$55,000, material cost only.

Material costs only. Labor costs to be included in Base Bid millwork installation. See submittals below for Owner's approval and selection.

Unforeseen Conditions (Change Orders): Not to exceed \$50,000

Contingency Fund for Change Orders in regards to unforeseen conditions and changes to Scope of Work required to complete the work originally intended in an acceptable manner. See Change Orders (90-03).

DEMOLITION

To minimize impact and disruption of business in the Assessors Office and main corridor, the Contractor is to first construct the new dividing wall between the Assessor and Schools area, and close off the existing north / south corridor through the construction area, creating, dust partition walls, before the start of any demolition work. All work within the Assessors area shall be on nights, weekends, and off hours.

Contractor access shall be through the front courtyard and main entry only. During demolition and removal of debris, the contractor shall maintain all building egress paths and exits, and keep clean of any debris and dust that might be slip or trip hazards.

Contractor to restore or repair any damaged floors, walls, ceilings, sidewalks, curbs, utilities, etc. damaged by the contractor, or his subcontractors, during construction. The Owner to review repair work with the Contractor and approve prior to final acceptance and payment.

SUBMITTALS REQUIRED:

Drawings and/or Engineering

Fire Sprinkler System Modification:

Provide engineered, State Fire Marshal approved, drawings for Gila County approval, prior to doing the work.

Mechanical System:

Existing mechanical systems to be used. Contractor shall provide 3 sets of duct layout drawings, including duct type, size and length for each room, provided by the licensed mechanical contractor, for review and approval, prior to doing the work.

**GLOBE COURTHOUSE: 2ND FLOOR RENOVATION
SCHOOLS AND ASSESSOR OFFICES**

Storefront Window/Door Systems:

Contractor shall provide 3 sets of manufacturer's engineered shop drawings for all storefront work, new and renovation, for review and approval, prior to doing the work.

Millwork:

Provide manufacturer's shop drawings and details for review and approval, prior to doing the work. Also provide color samples for both cabinets and countertops

Door Hardware Schedule: Provide schedule and product data for all doors.

Rolling Security Grille:

Contractor shall provide 2 sets of manufacturer's engineered shop drawings and product data.

Submittal: Color selection only

Carpet Tiles (Schools):

Manufacturer: Bolyu,
Type: Modular, Tempo
Style Code: 6TTMP

Ceramic Tile

Manufacturer: Crossville
Type: Porcelain Stone
Style: Color Blox EC
Tile Grout: As per manufacturer, provide color selection
Tile Color: To be selected from Price Group III

Vinyl Tile:

Manufacturer: Mannington Commercial
Type: Luxury Vinyl Tile
Style: Walkway

Vinyl Cove Base: Color selections to coordinate with:

Carpet Tile
Vinyl Tile
Existing walls within room

Paint:

Provide color samples in shades of white for selection.

Bathroom Partitions:

Manufacturer: Accurate Partitions Corp.
Type: Powder Coated Steel

**GLOBE COURTHOUSE: 2ND FLOOR RENOVATION
SCHOOLS AND ASSESSOR OFFICES**

ROUGH CARPENTRY

All lumber shall be rated, graded and stamped, identified as such, in accordance with the currently adopted version of the IBC and consistent with the Bid Documents.

Wall Framing:

No exterior or load bearing walls are proposed for this project.

All interior, non-load bearing walls shall be a minimum 2x4 Doug Fir #2 or better, at 16" O.C., unless noted otherwise on the drawings.

All non-bearing headers to be (2) 2x8 Doug Fir #2 or better for spans up to 8'.

Fire Blocking:

Fireblocking shall be provided to cut off all concealed draft openings (both vertical and horizontal) and to form an effective barrier between stories. Fireblocking shall be provided in wood-frame construction in the following locations:

- Stud walls and partitions, including furred spaces and parallel rows of studs or staggered studs: Vertically at the ceiling and floor levels, and Horizontally at intervals not exceeding 10'
- At all interconnections between concealed vertical and horizontal spaces such as occur at soffits, drop ceilings and cove ceilings.
- At openings around vents, pipes, and ducts at ceiling and floor level, with and approved material to resist the free passage of flame and products of combustion.

GYPSUM BOARD

All walls, except restrooms: 1/2" gypsum board with a light orange peel texture, to match existing, unless noted otherwise.

Restrooms and wet areas: When gypsum board is used as a base for tile or wall panels for tubs, shower or water closet compartment walls, water-resistant gypsum backing board shall be used as a substrate.

Accessories such as grab bars, towel bars, paper dispensers and soap dishes, provided on or within walls, shall be installed and sealed to protect structural elements from moisture.

Water-resistant gypsum backing board shall not be used in the following locations:

- Over a vapor retarder in shower or bathtub compartments.
- Where there will be direct exposure to water or in areas subject to continuous high humidity.
- On ceilings where frame spacing exceeds 12" OC for 1/2", or exceeds 16" OC for 5/8" thickness.

BATHROOM PARTITIONS

Manufacturer: Accurate Partitions Corp.

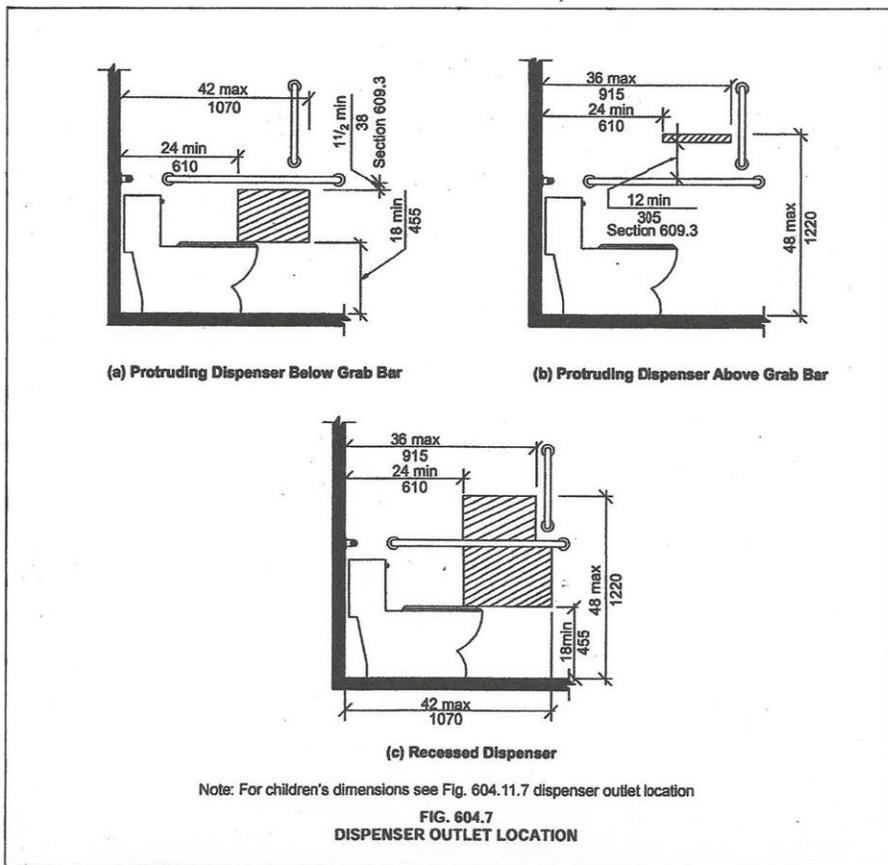
Type: Powder Coated Steel

Style: Floor Anchored / Overhead Braced

GLOBE COURTHOUSE: 2ND FLOOR RENOVATION SCHOOLS AND ASSESSOR OFFICES

Installation shall be per the manufacturer's specifications, instructions and details.
Submittal: Color selection to Owner for selection and approval.

ADA GRAB BAR DETAILS:



ARCHITECTURAL WOODWORK

Custom Casework Locations, see drawings:

- **Bathrooms: Public (Countertop(s) only)**
- **Breakroom: Schools**
- **Hall work area: Schools**
- **Reception: Assessor and Schools**
- **Workstations: Schools (7 total)**

Minimum Construction Standards:

- All cabinet and millwork tops, sides, dividers, shelving, etc., shall be 3/4" minimum stock.
- Stained veneer materials shall conform to AWI custom grade, minimum thickness 1/16".
- Unexposed framing shall be nominal 1 x 2 hardwood, AWI custom grade.

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- Doors and drawer fronts shall be 3/4" minimum core stock.
- Drawer boxes shall be 1/2" minimum with minimum 1/4" plywood bottoms.
- ADA compliant locations, noted on drawings, shall meet the standards of ADA currently adopted by the State of Arizona.
- Built-in shelving or free standing modular shelving height should not exceed 6' from finished floor and be securely anchored to studs reinforced to accept the loading.
- All shelving should be designed as fully adjustable, 3/4" minimum thickness.
- "Line bore and pin" method of shelving adjustment (either in cabinets or standing shelving) is desired. Shelf standards mortised in with brackets is also acceptable.
- All millwork and accessory hardware shall comply with ANSI A156.9, minimum quality level Type 2 (institutional). Hinges, guides, slides, etc., shall utilize bearings complying with BHMA 201.
- All cabinet hinges should be self closing. Amerock spring loaded or approved equal.
- Drawer slides should allow full extension (1" longer than total drawer depth) and be specified as heavy duty (100 lb. minimum), Blum or approved alternate.
- The use of painted particleboard as the finish for cabinets and tops is not acceptable. Particle board is allowable as core stock in low/no moisture areas when receiving a high pressure plastic laminate finish.
- Particle board is not an acceptable material for shelving with greater than a 2 foot unsupported span.
- The use of melamine or other similar low mill finishes (less than .020") as interior cabinet lining or underside of shelving is not acceptable. Melamine thermo fused 3/4" is acceptable for interior finish of cabinets only.
- All exposed cabinet hardware should be specified with a permanent, durable finish that is easily cleanable.
- All countertops designed as work surfaces shall be of an appropriate height to accommodate the physically disabled.
- All millwork designed to support electrical equipment (computers, phones, clocks, etc.) shall have grommet openings allowing cords, interconnect cables, etc., to be concealed or routed internally. Grommets shall be 2-1/2" minimum diameter plastic, color to match adjacent finish.
- The use of plastic laminate tops and splashes is not recommended for high moisture areas such as lav tops, coffee bar tops, or work surfaces that are repeatedly subjected to spillage, water cleaning, or subject to chemical substances.

Plastic Laminate

Synthetic counter tops shall be high pressure laminate, or, in extra heavy duty use applications, equal to "Corian", 5/8" minimum thickness

Guides for minimum plastic laminate finishing are as follows:

- .050" exposed horizontal surfaces;
- .028" exposed vertical surfaces;
- .020" cabinet linings and concealed backing.

DOORS: GENERAL

Doors and door hardware are to be installed only by qualified persons and all work must meet appropriate codes.

All doors, hardware, openers, etc. shall be institutional grade throughout.

Final acceptance of any hardware installations shall be subject to approval by the Gila County Facility Services.

All hardware submittals shall be routed through the Gila County Facility Services for review and approval prior to purchase.

HOLLOW DOOR FRAMES

Commercial heavy duty hollow metal frames required. Frames shall be commercial heavy duty quality.

Kickplates are required on both sides of all doors that are subject to high traffic.

All frames shall be welded. Knock-downs may be acceptable in building renovation work, pending Gila County Facilities Services approval of submittals and final installation. An inspection of anchoring method must be made prior to drywall or closing up of walls.

Frames shall have wall anchors a maximum of 16" O.C. per jamb.

All door frames shall be no lighter than 14 gauge steel. Seamless end channel closure pieces at door heads.

Doors shall have a minimum of 3 heavy duty industrial type hinges per door.

Doors and frames shall have a spray applied finish.

Door stops required on all installations, closures required if doors open into a rated space.

WOOD DOORS

Wooden doors are acceptable for interior applications only, must be solid core, and have adhesives that are 100% waterproof.

All doors shall be 3'0" x 6'8", solid core flush (100% waterproof adhesives) with veneer faces, commercial heavy duty minimum grade, 1-3/4" thick.

All doors should be specified from a single manufacturer.

Formaldehyde off-gassing rates to be less than .03 milligrams per square foot of surface/hr in

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accordance with ASTM D5116-90.

Doors shall carry a life of installation warranty from the manufacturer. All doors that are warped, after installation, shall be replaced prior to substantial completion.

Door receiving a stained finish shall be specified as having premium quality face veneers, minimum thickness 1/16".

Doors used as a normal means of ingress and egress shall have either vision panels or adjacent sidelights (where allowable by code) in metal frames.

Doors shall have a minimum of 3 heavy duty type hinges per door.

Doors and frames shall have a spray applied finish where specified.

All doors subject to heavy traffic shall have kickplates both sides.

ENTRANCES AND STOREFRONTS

Aluminum Storefronts

Contractor to provide manufacturer's engineered shop drawing for modifications to existing aluminum storefront, and new additional storefront required to match existing. See Submittals Required and field verify existing conditions and system(s) in place. Modifications at existing arched storefront entry at Assessor's Office. New storefront system at School Office lobby entrance.

ROLLING GRILLE

Manufacturer:

Cornell Iron Works., Crestwood Industrial Park, Mountaintop, PA 18707.

Model: ESG10 Security Grille

See Cornell-Miner of Arizona, Job #E 0000 825440 001 B, Brandon Park (480) 497-6464

Submittal:

Provide manufacturer's installation shop drawings for review and approval, prior to doing the work. Contractor and subcontractor to field verify exact dimensions required for new corridor width. Include color options from standard color pallet.

Curtain:

ESG10 Straight Pattern.

Horizontal Rods: Solid 5/16" dia., 5056 H32 aluminum alloy.

Vertical Spacing: 2" O.C.

Vertical Chains: Grommetted (aluminum/stainless steel) links, 3/4" wide, positioned by E-rings on 9" centers. Provide double E-rings on horizontal bars on both sides of end chains to retain curtain in guides.

Finish: Aluminum Curtain and Bottom Bar: Mill finish

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Guides:

3x3 Tube Mounted: Heavy duty extruded aluminum sections with snap-on cover to conceal fasteners and polypropylene pile runners on both sides of curtain.

Provide aluminum tubes, floor saddles and hardware as recommended by the manufacturer to support grille.

Finish, Aluminum Guide Components: Mill finish

Finish, Steel: Phosphate treatment followed by a corrosion inhibitive baked-on zinc-rich gray polyester powder coat; minimum 2.5 mils (.065 mm) cured film thickness.

Counterbalance Shaft Assembly:

Barrel: Steel Pipe capable of supporting curtain load with maximum deflection of 0.03 inches per foot of width.

Spring Balance: Oil-tempered, heat-treated steel helical torsion spring assembly designed for proper balance of grille to ensure that maximum effort to operate will not exceed 25 lbs. Provide wheel for applying and adjusting spring torque.

Brackets: Fabricate from minimum 3/16 inch steel plate with permanently lubricated ball or roller bearings at rotating support points to support counterbalance shaft assembly and form end closures. Finish: Phosphate treatment followed by a light gray baked-on polyester powder coat; minimum 2.5 mils cured film finish.

Operation:

Supply Cornell Model MGRL Electric Motor Operator, industrial duty – rated for a maximum of 20 cycles per hour, UL listed, Totally Enclosed Non Ventilated gear head operator rated 1/3 hp as recommended by door manufacture for size and type of door, 120 volts, 1 phase.

Provide complete with electric motor and factory prewired motor control terminals, maintenance free solenoid actuated brake, emergency manual chain hoist and control station(s).

1/3 HP motor to include a TENV motor, reversing magnetic controller in NEMA 1 enclosure, planetary gearbox for drive reduction, electric brake. Including UL listed thermal overload protection, rotary limit switches, safety edge circuit and transformer with 24 volt control secondary, and delay on reverse. Pre-wired to a terminal block using color coding of the wires to facilitate troubleshooting.

Motor shall be high starting torque, industrial type, protected against overload with an auto-reset thermal sensing device. Primary speed reduction shall be heavy-duty, lubricated gears with mechanical braking to hold the door in any position.

Operator shall be equipped with an emergency manual chain hoist assembly that safely cuts operator power when engaged. A disconnect chain shall not be required to engage or release the manual chain hoist.

Operator drive and door driven sprockets shall be provided with #50 roller chain.

Provide an integral Motor Mounted Interlock system to prevent damage to door and operator when mechanical door locking devices are provided.

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Operator shall be capable of driving the door at a speed of 6 to 9 inches per second.
Operating station shall be in sight of grille.

Fully adjustable, driven linear screw type cam limit switch mechanism shall synchronize the operator with the door.

The electrical contractor shall mount the control station(s) and supply the appropriate disconnect switch, all conduit and wiring per the overhead door wiring instructions.

Control Station: Flush mounted, “Open/Close” key switch with “Stop” push button; NEMA 1B.

(2) Two key switches “Best” 7-pin compatible cylinders and cores.

Provide operator to function with constant pressure close operation to meet UL325-2010 listing standard requirements.

Installation:

Examine substrates upon which work will be installed and verify conditions are in accordance with approved shop drawings. Commencement of work by installer is acceptance of substrate.

Install grille and operating equipment with necessary hardware, anchors, inserts, hangers and supports.

Follow manufacturer’s installation instructions.

Following completion of installation, including related work by others, lubricate, test, and adjust grilles for ease of operation, free from warp, twist, or distortion.

Demonstration: Demonstrate proper operation to Owner’s Representative and instruct in maintenance procedures.

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MOTOR SPECIFICATIONS:
 1/3 HP motor to include a TENV motor, reversing magnetic controller in NEMA 1 enclosure, planetary gearbox for drive reduction, electric brake, includes UL listed thermal overload protection, relay limit switches, safety edge circuit and transformer with 24 volt control secondary, and delay on reverse. Pre-wired to a terminal block using color coding of the wires to facilitate troubleshooting.
 Motor is to include an internal lock sensor (motor mounted interlock).

CURRENT CHARACTERISTICS:
 460 V 3 PH 60 HZ
 Electrical current must be verified in writing before job is released for manufacture, current verified and found correct.
 Signed:

ELECTRICAL EQUIPMENT LIST:
 1 - Three button push button station "OPEN-CLOSE-STOP" in NEMA 1 enclosure, surface mounted.
 NOTE: Operating station should be within sight of grille.

BOTTOM BAR LOCKING:
 (1)

QUANTITY & MARK:
 (1)

MATERIAL & FINISH:
 Grille - Aluminum, mill finish
 Bottom Bar - Aluminum, mill finish
 Guides - Extruded aluminum guide-Mill finish w/ Aluminum support tube-Mill finish
 Hood - NO HOOD REQ'D
 Plain steel - Polyester powder coating, color CORNELL GRAY

ELEVATION (COIL SIDE) AND SECTION VIEW
 See drawing # EST# 825440 001 B for guide detail.

Labels in drawing:
 14" TUBE A.F.F.
 16"
 12 1/4" ±
 2"
 16"
 9'-9" OVERALL DOOR HEIGHT
 8'-0" DOOR OPENING HEIGHT
 5"
 4" MINIMUM SLOT RECD IN CEILING
 MOTOR DRIVE DISCONNECT CABLE
 CEILING LINE COIL ACCESS (BY OTHERS)
 3" x 3" TUBES FASTENED AND BRACED TO EXISTING CONSTRUCTION ABOVE, LOAD CARRIED TO FLOOR
 COIL AREA (HOOD NOT REQUIRED)
 ROLLING GRILLE
 STOPPERS
 SPRING ADJUSTOR
 5 1/2"
 12'-11 1/2" OPENING WIDTH
 12'-0 1/2" DISTANCE BETWEEN GUIDES
 5 1/2"
 EXTRUDED ALUMINUM BOTTOM BAR

Product Code: MBG V9 00AM
Drawing Date: 09/17/13
Time: 13:10:56:00

Original Drawing: []
Revision: []

DATE: [] **BY:** []

WEB: []

Safe and Secure: CORNELL SAFE AND SECURE
 www.cornellion.com

Job: MGR MOTOR OPERATED Rolling Grille
 GILA COUNTY COURT HOUSE AZ

Model #: ESC10
Job #: EST# 825440 001 A

Agent: CORNELL-MINER OF ARIZONA
Contractor: []
Architect: []

DOOR HARDWARE

Cylindrical locksets with lever handles:

**Best 9K series w/ 93K, Antique Brass, match existing, finish and full escutcheon plates.
Lever design 15D and must comply with all appropriate codes. Heavy duty line.**

All electronic systems: By Others

Exit devices:

Shall be rim type, installed with a mullion in double doors.

Vertical rod systems shall not be used unless necessary to make an existing doorway meet handicap code requirements for width.

Finish to match other door hardware.

Approved Model: Precision Hardware Inc., APEX Series

Door closers:

Shall have **extra heavy duty** arms and be mounted with thru bolts.

Approved Model: LCN 4041, EDA, TB

Cylinders and Cores:

Gila County Facility Services will key all locks, specify which system, and the keyway to be used. **Only** original Best cylinders and interchangeable cores shall be used. Pinning and key cutting will be done by the Facility Services. Key blanks and cylinders/cores will be provided by and paid for by the contractor and should be shipped directly to the Facility Services.

Hinges:

All doors will be mounted with three 4-1/2" X 4-1/2" full mortise hinges. Doors larger than 3'x7' will be mounted with four hinges that are the same size as above.

Approved Models: Hager BB1168, McKinney TA2714, Stanley FBB168

Roton continuous hinge or equal continuous hinge for high traffic exterior doors

Thresholds:

Shall meet ADA requirements.

Thresholds shall be aluminum and rated for heavy duty traffic.

ACOUSTICAL TREATMENT

Acoustical Ceilings and Support System

Careful consideration should be given during installation in regards to the location of all lighting fixtures, diffusers or any other ceiling projections identified on the drawings.

Office areas: Minimum 9' height ceiling, match existing

Ceiling Tiles:

Manufacturer: Certain Teed

Type: Baroque Customline

Style: BQCL-224

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24" x 48" surface scored to simulate 24" x 24" and 24" x 24" Mineral fiber, 3/4" thick, reveal for 15/16" grid. Color: White

Suspension System:

Manufacturer: USG

Type/Style: Donn Dx 15/16

Edge Detail: Shadowline Beveled

Color: White

Suspension grid to be 15/16" exposed tee system, installed per manufacturer's specifications, instructions and details.

Lighting, diffusers, and sprinklers shall be located in the system at regular or predetermined intervals. Fire Sprinkler heads shall be located in the center of a tile. Require subtrades to locate ceiling penetrations in center of a panel.

Where walls run to the underside of the system, provide an acoustical seal at junction.

PORCELAIN TILE

Protection:

It shall be the contractor's responsibility to protect all furniture, walls, doors, etc from any damages during installation of flooring and base, and removing existing floor finishes, where applicable. Any items moved shall be replaced in original position. The Contractor will be responsible for all damages.

Job Conditions:

Installer must examine the substrate and conditions under which the tile is to be installed, and notify the contractor, in writing, of conditions detrimental to the proper and timely completion of the work.

Installation:

All contractors that bid this work, shall have a minimum of not less than 5 years porcelain tile installation experience, similar to the size and scope contained in the project, and provide a minimum 2 year full warranty to fix, repair or replace tile failure as the result of defective workmanship.

Extra Stock:

Contractor shall provide a minimum (**5% wall tile and 10% floor tile**) additional material, of each type and/or color used, over actual area used as extra stock, to be provided to the Owner prior to or at final completion. All extra stock shall be full tiles, not cut pieces, and shall be from the same dye lot / manufacturing batch as the tiles used on the job.

Ceramic Tile: Restrooms

Manufacturer: Crossville

Type: Porcelain Stone

Style: Color Blox EC

Tile Grout: As approved by manufacturer, for commercial public restroom application.

Tile Color: To be selected from Price Group III

Floor tile: 24" x 24", abrasive finish

- Through color, 3/8" minimum thickness;
- Cove tile bases shall be used in all restroom applications;
- Grout joints should not exceed 1/8".

Wall tile: 12" x 12":

- Restrooms to be glazed, flat tile, thick-set on wet wall(s), thin-set other.
- Tile shall be to 4' height on the restroom wall(s).
- Grout joints should not exceed 1/16";

Performance Data:

Water Absorption:	<0.10%	ASTM C373
Breaking Strength:	>450 lbf	ASTM C648
Bond Strength:	>200 psi	ASTM C482
Frost Resistant:	Resistant	ASTM C1026
Chemical Resistance:	Unaffected	ASTM C650
Scratch Hardness:	6	Mohs Scale

Product shall have low dimensional and color variations per order.

Submittal required: Color selection for approval, prior to doing the work. Submittal shall include manufacturer's approved grout colors for selection.

Tile Cove Base:

Matching 6" x 12" cove base, Clor Blox EC

Matching trim and transitions per manufacture, to match floor and wall tile.

RESILIENT FLOORING

Protection:

It shall be the contractor's responsibility to protect all furniture, walls, doors, etc from any damages during installation of flooring and base, and removing existing floor finishes, where applicable. Any items moved shall be replaced in original position. The Contractor will be responsible for all damages.

Job Conditions:

Installer must examine the substrate and conditions under which the tile is to be installed, and notify the contractor, in writing, of conditions detrimental to the proper and timely completion of the work.

Installation:

All contractors that bid this work, shall have a minimum of not less than 5 years vinyl tile installation experience, similar to the size and scope contained in the project, and provide a

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minimum 2 year full warranty to fix, repair or replace carpeting failure as the result of defective workmanship.

Extra Stock:

Contractor shall provide a minimum **5%** additional material over actual area used as extra stock, to be provided to Owner prior to or at final completion. All extra stock shall be full tiles, not cut pieces, and shall be from the same dye lot / manufacturing batch as the tiles used on the job.

Vinyl Composition Tile (Assessor & Schools): 18" X 18"

Manufacturer: Mannington Commercial

Type: Luxury Vinyl Tile

Style: Walkway

4" Vinyl Cove Base, color to match

Shall be applied with a suitable waterproof mastic. In the event of existing tile in the area, removal and suitable preparation for application of new surface, as required per the manufacturer's installation requirements.

Product Data:

Size: 18" x 18"
Overall Thickness: .080
Wearlayer Thickness: .012"
Static Load Limit: 750 psi

Testing:

Specification (ASTM 1700)	Class 3, Type B-Embossed Surface
Heat Stability (ASTM F-1514):	Passes
Stain & Chemical Stability (ASTM F-925):	Passes
Static Coefficient of Friction:	Meets ADA Guidelines
Flooring Radiant panel (ASTM E-648):	>.45 watts/cm ² , Passes (Class 1)
N.B.S. Smoke Chamber (ASTM E-662):	<450 – Passes
FloorScore Indoor Air Quality:	SCS Certified

Warranty: Limited 10 Year Light Commercial Warranty

Submittal required: Color selection for approval, prior to doing the work.

Vinyl Base:

Provide: 4" x 1/8" coved rubber base. Submit color selection for Owner's approval, prior to doing the work.

Metal or vinyl carpet reducers shall be provided at all exposed or junction edges with other material or at entrances.

All outside corners shall be pre-formed.

CARPET TILE

Protection:

It shall be the contractor's responsibility to protect all furniture, walls, doors, etc from any damages during installation of carpet and base, and removing existing carpet and base where applicable. Any items moved shall be replaced in original position. The Contractor will be responsible for all damages.

Job Conditions:

Installer must examine the substrate and conditions under which the carpeting is to be installed, and notify the contractor, in writing, of conditions detrimental to the proper and timely completion of the work.

Installation:

All contractors that bid this work, shall have a minimum of not less than 5 years of carpeting installation experience, similar to the size and scope contained in the project, and provide a minimum 2 year full warranty to fix, repair or replace carpeting failure as the result of defective workmanship. Installation per manufacturer's requirements and specifications.

Extra Stock:

Contractor shall provide a minimum 10% additional material over actual area used as extra stock, to be provided to Owner prior to or at final completion. All extra stock shall be full carpet tiles, not cut pieces, and shall be from the same dye lot / manufacturing batch as the carpet tiles used on the job.

Product:

Carpet Tiles (Schools): 24" x 24"

Manufacturer: Bolyu,

Type: Modular, Tempo

Style Code: 6TTMP

Product Data:

Construction: Scroll
Dye Method: Solution Dyed
Machine Gauge: 1/12
Stitch Count: 10 S.P.I.
Average Density: 7770
Finished Pile Thickness: 0.139"
Yarn Weight Tufted: 30 oz./yd²
Primary Backing: Non Woven
Secondary Backing: Nexterra
Total Recycled Content: 40% min. post consumer recycled content

Performance:

Static Control: Less Than 3.5 k.v. Step
Flame Resistance: Passes (DOC FF-1-70)
Flooring Radiant panel: Class 1 (ASTM E-648)
Smoke Density: Less Than 450 (ASTM E-662)

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Soil Resistance: Commercial Anti-Soil Protection
CRI Green Label Plus: Certification #GLP8595
Puralex: This product contains Puralex

Warranties:

Wear: Lifetime Limited Warranty
Static: Lifetime Warranty
Edge Ravel: Lifetime Warranty
Zippering: Lifetime Warranty, not to zipper
Delamination: Lifetime Warranty, under normal use
Tuft Bind: Lifetime Warranty
Dimensional Stability: Lifetime Warranty

Submittal required: Color selection for approval, prior to doing the work.

Vinyl Base:

Provide: 4" x 1/8" coved rubber base. Submit color selection for Owner's approval, prior to doing the work.

Metal or vinyl carpet reducers shall be provided at all exposed or junction edges with other material or at entrances.

All outside corners shall be pre-formed.

PAINTING

Submittal required: Color selection for approval, prior to doing the work.

Painting products shall be specified from one of the following manufacturers: Dunn Edwards, Frazee, Kelly Moore, Sherwin Williams, or Glidden. Alternative manufacturers may be submitted for approval.

Deliver and store materials on job site in original, new and unopened packages and containers bearing manufacture's name, paint identification, formula number, batch number, etc. with labels intact.

Coatings shall be applied in accordance with the manufacturer's printed directions for the paint used. Special attention shall be given to applying a coating when temperature, humidity, and other weather factors are acceptable by the manufacturer requirements and/or owner. No paint shall be applied until preceding coat has dried. Successive coats shall have colors varied by tinting sufficiently to permit easy visual check of the coverage unless otherwise stated.

The contractor shall do all painting that produces noxious fumes or smells, during nights, weekends and off hours to prevent disruption of Gila County business and services to the public.

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Materials:

All paint materials shall be of manufacturers' premium grade product.

Insofar as possible, all components of the paint system shall be products of the same manufacturer.

Extra Stock:

Prior to final completion, the contractor shall provide a minimum of one gallon, from the same batch of each color and each type of paint used on the project. Gallon cans shall be labeled with manufacturer's name, color name & formula.

Surface Preparation:

Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.

Remove or protect hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items that are not to be painted to insure that no paint is applied to these surfaces. Reinstall or remove protection upon completion of painting of the adjacent surfaces.

Clean all surfaces to be painted, stained or sealed before applying paint or surface treatments.

Wood:

Prime fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried. Prime, stain, or seal wood required to be job-painted. Prime all edges, ends, faces, undersides, and backsides of such wood. Seal tops, bottoms and cut-outs of un-primed wood doors with a heavy coat of varnish or equivalent sealer.

Ferrous Metals:

Clean ferrous surfaced, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.

Galvanized Surfaces:

Clean free of oil and surface contaminants with non-petroleum based solvent and apply pre-wash or bond coat as indicated.

Application:

Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.

Understand and honor all applicable OSHA safety and local, State or Federal VOC requirements.

Apply additional coats when undercoats, stain or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

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Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently-fixed equipment or furniture.

Finish exterior doors on tops, bottoms and side edges same as exterior faces, unless otherwise indicated.

Sand lightly between each succeeding enamel or varnish coat.

Clean-up And Protection:

During progress of work, remove from site discarded all materials, rubbish, cans and rags at end of each work day.

Upon completion of work, clean window glass and other paint-splattered surfaces. Remove splattered paint by proper methods of washing and scraping, using care not to scratch to otherwise damage finished surfaces.

Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct and damage by cleaning, repairing or replacing, and repainting, as acceptable to the Owner.

Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations. At the completion of work of other trades, touch-up and restore all damages to painted surfaces.

MECHANICAL MATERIALS AND METHODS

Existing mechanical systems to be used. New duct distribution system required.

All parts or products shall be of commercial or industrial quality, and shall be suitable for heavy duty use.

Installers and sub-contractors shall have at least three years experience in installation of similar equipment on similar projects. All sub-contractors shall have a proven track record of response to complaints or problems during and after the warranty period.

References/Regulatory Requirements:

All work may be subject to inspection by the State Fire Marshal's Office.

All work shall conform to the requirements of all Federal, State and local laws, including but not limited to Codes and Standards referenced in these Technical Specifications.

Submittals:

Existing mechanical systems to be used. Contractor shall provide 3 sets of duct layout drawings, including duct type, size and length for each room, provided by the licensed mechanical contractor, for review and approval, prior to doing the work. Diffuser size and locations to meet all regulatory requirements for heating, ventilating and cooling for the new office configuration and adapt his designs and specifications to suit.

Submit proposed design for review and approval, prior to doing work.

Distribution Systems:

All ductwork shall be:

Rigid Galvanized Duct typical

Flex Duct < 10' in length, allowed for single supply branch lines only

Diffusers: Shoemaker Manufacturing, or approved equal

T-bar supply registers: 825 CB, size to supply duct

Return registers: 900-T

Sidewall registers: 903 with OBD sized to duct.

Supply duct volume dampers sized to duct: 3000-R

All supply ducts required to have volume control dampers installed at register or at the transition from ridged to flex duct work.

Restroom registers:

Ceiling Supply: Shoemaker 8x8 CB series with OBD

Ceiling Exhaust Return: Shoemaker 8x8 935 series.

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Ductwork Insulation:

All supply and return air ducts and plenums shall be insulated with a minimum of R-5 insulation when located in unconditioned spaces and a minimum of R-8 insulation when located outside the building.

Testing, Adjusting and Air Balancing

The air distribution system shall be tested and balanced by the Owner.

The mechanical contractor shall set air flows within 3% of the design requirements.

PLUMBING GENERAL REQUIREMENTS

All cleanouts, meters, controllers, valves, etc. must be installed in boxes with removable lids and or access panels.

Provide isolation valves for each floor and for every bathroom. **All isolation valves shall be ball valves.**

Plumbing Piping

Domestic water lines shall be a minimum of Type L copper.
Waste and vent piping shall be cast iron.

Plumbing lines shall not be located in outside walls, unheated attics, basements, or other unconditioned areas without specific approval from Facility Services.

Plumbing Fixtures

All fixtures required to be ADA compliant shall meet the requirements of Division 1 of the Specifications.

Plumbing fixtures shall be **low flow**:

Toilets: 1.6 gallons per flush

Urinals: one gallon per flush, No urinals shall be installed using a timing device to flush periodically, regardless of demand.

Lavatory faucets: 3 gallons per minute, at a pressure of 80 psi

Kitchen faucets: 3 gallons per minute, at a pressure of 80 psi

Showerheads: 3 gallons per minute, at a pressure of 80 psi. Showerheads shall be tamper resistant.

Plumbing fixtures as manufactured by the following (or approved equal), unless noted otherwise: American Standard, Chicago, Elger.

Water Closets: American Standard Madera, 2234.58 Floor Mount

FloWise 15" height, 1.28 gpf, Top Spud bowl and Selectronic Flush Valve.

Water Fountain: Elkay Wall Mount Water Cooler, Model EZS4

Urinal: American Standard Washbrook Urinal

Flush Valves: Regal XL

Faucets: Chicago Faucets Deck Mounted 4" centers

Lavatory Faucet 802-V317ABCP

Lavatory: Ohio Oval Countertop Sink (White) Model 0439

ELECTRICAL GENERAL REQUIREMENTS

All work shall comply with the Night Sky Lighting ordinances, as adopted by the Gila County Board of Supervisors, with all requirements of the National Electrical Code (latest edition adopted by Gila County), and requirements of Arizona Public Service.

All materials shall be new, Underwriter listed, and standard first line products of their respective kinds.

Any electrical work that will interfere with or interrupt the operation of any existing building services, must be coordinated with Facility Services at least one (1) week in advance for proper scheduling. This activity may be required to be done during non-working hours at no increase in contract price. Outages shall be for minimum time periods. All preparation work shall be planned and executed prior to the actual outage. Emergency generators will be required in critical situations.

Maintain existing circuits on 2nd floor electrical panel used, or permanent relabeling of circuits will be required by the Contractor, if modified. Coordinate with Facility Services prior to doing work.

Materials and Methods:

In general, no more than six circuits shall be run in a single ¾" homerun, if conductors are #12's or smaller. Size of all homerun conduits shall be ¾" minimum. Do not combine homeruns when shown separate. If conduit is greater than ¾", fill shall be no more than 50% allowed by NEC.

Neutral conductors shall be #10 AWG minimum, where 2 or more 15 or 20 amp circuits share a common neutral.

Metallic tags or labels shall not be used inside switchboards, panels and/or MCC's.

Telephone plates and devices or jacks (modular) shall match electrical device plates and devices, in color and material.

Panelboards, gutters, junction boxes and other electrical equipment with removable covers shall not be painted other than original factory paint and necessary touch up paint.

Different systems shall be run in separate conduits as complete systems with conduit, wireways, boxes, etc. Examples of separate systems are as follows: 120/208 volts, 277/480 volts, fire alarm, emergency lighting and power, computer, telephone, intrusion alarms, building automation, and energy management

All wiring shall be in conduits or raceways regardless of voltage. All main service, main feeder, and general circuitry wiring shall be specified as copper. Telephone cable and power limiter cable for fire alarm systems shall be in conduit unless they are plenum rated. All shall be properly installed and supported.

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Sleeves shall be specified for penetration through floor and shall extend a minimum of 1 inch AFF (above finished floor). Fireproofing shall be provided for all penetrations.

All electrical equipment, disconnects, starters, panels, devices and plates shall be installed plumb and true. All adjacent boxes shall be aligned and level. Devices will be installed with enough clearance and access to allow maintenance, repair, or calibration.

Conductor splices shall be in outlet boxes, gutters, junction boxes or pull boxes.

Raceways:

Raceway systems shall be installed as complete systems. Support shall be every 10 feet and within 3 feet of boxes, cabinets, or fittings and within 18" of each change in direction.

Wiremold or similar, and equal, wireways shall be installed as complete systems using accessory fittings (elbows, end plates, tees, etc.) according to the manufacturer's recommendations assuring a rigid mechanical and electrical connection between parts. Removable wireway covers shall be accessible except as in N.E.C. 362.2. Wiremold is acceptable only in exposed locations. If a box is located behind the raceway, the opening in the raceway shall be of the same dimension as the box opening. The opening shall be provided with a bushing.

Raceway installations shall be made in such a way that no wrench or tool teeth marks are evident

Conduits:

All conduit shall be a minimum of 3/4". Exception: 1/2" conduit may be used in walls for dead end runs only.

Flexible Steel Conduits:

Flexible Steel Conduits shall be used only where approved by the Owner for connection to equipment which is moveable for adjustment, mounted on isolation units for elimination of vibration and sound or for connection from a close by junction box to lay-in type light fixtures in a "T" grid ceiling. Run green ground wire in all flexible conduits. Seal tight flex shall be spirally wound steel.

Connectors for flexible steel conduit shall be of steel type. Twist on type connectors shall also be made of steel type. Under no circumstances shall runs of flexible conduit exceed six feet. Junction boxes shall be as close as possible to fixtures. Junction boxes shall be fully accessible without removing the fixture.

Type "MC" cable shall be the exception and not the norm. It shall only be used by special permission from the authority having jurisdiction. Type "MC" cable shall be of the **steel** type, color coded along its entire external length. Minimum size wire shall be #12. Light fixtures with factory "MC" whips are acceptable when approved by the Owner.

Use of Flexible Metallic Tubing or non-metallic flexible conduit is **prohibited**.

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Rigid Heavy Wall Steel conduit:

Rigid heavy wall steel conduit shall be installed with double locknuts and an insulated metallic bushing. All surface conduits exposed to weather or subject to mechanical damage shall be Rigid Heavy Wall Steel Conduit or I.M.C. unless otherwise stated.

Where conduits enter from below, install a threaded rigid conduit coupling flush with the concrete to permit removal of the conduit above the floor.

When conduit is removed a threaded conduit plug can be installed flush with the floor for abandonment.

Changing from one raceway to another shall be accomplished at an approved box only.

Rigid Heavy Wall Steel Conduit shall be half lap wrapped with Scotch Wrap #50 or an approved equal when installed in concrete or in earth. Rigid heavy wall steel conduit shall be hot-dipped galvanized mild steel, full weight, with clean cut sharp threads. Only approved full radius benders shall be used.

Rigid conduit shall be used in all tunnels, in concrete pours (high voltage only), wherever subjected to physical damage and shall be used in mechanical rooms 10' and below.

General

- Feeders of more than 100 amps, rigid or I.M.C. is acceptable.
- EMT is allowable except where physical damage might occur.
- High voltage (12,470 volts) shall be installed in rigid or IMC.
- Only **steel** compression or set screw fittings are acceptable.
- Malleable or cast construction is not acceptable.

EMT Electrical metallic tubing

- EMT shall be hot-dipped galvanized and shall conform to the NEC requirements.
- Only UL approved steel fittings shall be used with all EMT. Fittings may be compression type or steel set screws. Only approved full radius benders shall be used.
- Minimum size EMT shall be 3/4". 1/2" EMT may be used for dead-end runs.
- EMT may be used in furred spaces, in either metal or wood stud walls, and either exposed or concealed.
- The use of EMT over 2" ID is not acceptable.
- EMT is not approved for use in masonry walls.
- EMT shall not be installed so as to come into contact with the earth.

Where wires or cables enter or exit a conduit which is used to provide support or protection from physical damage, a fitting such as a connector and ground bushing shall be provided on the end(s) of the conduit or tubing to protect the wires or cables from abrasion and to ground the conduit. All bushings to be insulated metallic bushings appropriately rated.

Spare conduits shall be extended up from flush mounted panels to the space above false ceilings and capped. If there is no false ceiling, these conduits shall extend to an accessible location and

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terminate in a labeled junction box with suitable blank cover. A minimum of 1-1" spare conduit shall be provided for each 3 (or fraction thereof) one-pole spares/spaces, with at least 3 spare conduits provided.

Surface conduits shall be painted same color as surface it is attached to. Panels, gutters and other electrical equipment with removable covers shall not be painted. Conduits concealed, run in tunnels or equipment rooms shall not be painted.

Installation of Conduit

Conduit shall be run concealed except in certain approved locations. Conduit shall be secured both horizontally and vertically against movement. Listed mechanical fasteners shall be used. Tie wire may only be used for securing horizontal conduit runs within stud walls. Outlet boxes, junction and pull boxes, etc., shall be installed so as not to interfere with any piping, fixtures or equipment. All boxes shall be fully accessible. Exposed conduits shall be grouped in neat parallel lines, properly supported, following the lines of the building structure as closely as possible and as directed.

Conduit shall not run through any structural member of the building except as specifically directed by a structural engineer, licensed in the State of Arizona.

No running threads will be permitted. Union fittings may be used as necessary. Rigid conduit threadless connectors or couplings, split couplings that bolt together, self-threading fittings or couplings permanently attached to conduit shall not be used unless approved by Gila County.

Ninety degree bends in conduit 1-1/2" and larger shall be made with factory bent standard conduit elbows or by hydraulic type benders.

No more than four 90 degree bends (360 degrees) shall be used between pull, or junction, boxes. No more than three 90 degree bends (270 degrees) shall be used between pull, or junction, boxes on data, communications or phone conduits.

The ends of all conduits shall be cut square, carefully reamed to full size and shouldered in fittings. EMT shall be fully seated in connector and couplings. Drip pans shall be used under threading equipment. Roller type tubing cutters shall not be used.

Conduit installation shall be such that conduits are not abraded, scraped, flattened, dented or wrinkled and the interior diameter is not effectively reduced. Install conduit in such a way that condensation or water cannot be trapped.

Perforated strap iron or plumbers tape shall not be used for hanging conduit or boxes. Use standard pipe hangers with rings and rods for all conduits suspended from ceilings. Standard 16.5 gauge Ty Wire is acceptable with prior approval but only when tied per ironworkers tie.

Runs of one conduit suspended shall be on rings with rod hangers with self-drilling anchors or other approved methods. Runs of more than one conduit suspended, shall be on a strut trapeze support with clamps. Trapeze supports shall be 1-5/8" x 1-5/8" strut channel supported by minimum 3/8" rods.

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Strut clamps shall be of the nut and bolt type, minimum 300 lb. static load limit.

Drive-it straps are not acceptable. Plastic sleeve, lead anchor, rawl plugs or power driven anchors are not acceptable.

When using all thread or bolts they must be backed on both sides with washers, lock-washers and nuts. (Floating unistrut/conduit straps etc. are not acceptable)

Electrical metallic conduits shall not touch any plumbing pipe. Where unavoidable, approved insulation shall be used.

Upon completion of all runs, all conduits shall be properly sealed until ready to pull wires.

Install pull cord in all empty conduits and install plates on all communication boxes. All boxes shall have covers or plates.

Provide moisture tight hubs for entrance from above or sides of exterior boxes, gutter, panelboards, switchboards, etc.

Short pulling elbows and 90 degree connectors shall not be used on conduit sized greater than 1".

Bushings shall be insulated throat metallic bushings, appropriately rated.

All conduit shall be terminated with a box, cabinet, panel, gutter, or a piece of electrical equipment. In fixtures, surface metal raceways and boxes where conductors pass through either factory or field punched, cut or drilled slots or holes in metal members, the conductors shall be protected by bushing material or grommets securely fastened in the opening prior to installation of the unit. Units shall have mechanical and electrical continuity. When conduits for communications, telephone or data are to be terminated by being clamped to cable tray, a threaded bushing and connector may be used in lieu of other terminal fittings at the cable tray. A Gedney CTC clamp or approved equal shall be used to clamp conduit to cable tray.

Conduit containing cables rated over 600 volts shall be identified at least every 20 feet with high visibility labeling. Transformers, switches, equipment, pull boxes, cabinets, junction boxes and gutters having voltages of more than 600 volts shall be identified as to the voltage of the cables within. Letters and numbers shall be a minimum of 2" and are to be highly visible contrasting colors. "DANGER - HIGH VOLTAGE - KEEP OUT" signs shall be permanently attached to the primary section door on transformers and on doors of sectionalizing switches of 600 volts or more. Signs are to be bilingual Spanish/English sized according to OSHA codes.

The Firewall integrity shall not be compromised.

Wire and Cable

Wire shall be 600v insulated NEC standard of the type specified below for different applications, shall bear the Underwriter's label, and shall be brought to the job in unbroken packages, showing the date of manufacture and the maximum allowable voltages. Manufacture date to be within the

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past year. Approved wire is Calec, Hi-Tec, Capitol, Rome, Essex, or General. All wire shall be copper soft-drawn, annealed, having conductivity of not less than 98% pure copper.

Wire shall be type THHN (THWN in damp locations).

Minimum wire size shall be #12 except for controls wiring. Wire of size #10 and larger shall be stranded, all motor related wiring and controls shall be stranded.

Wire shall be color coded throughout its entire length, except feeders shall be identified with multiple rings or spirals of color coding tape at terminal points and any other accessible points. Grounded and grounding conductors shall be identified continuously at all visible points.

Circuits and feeder wires shall be continuous from switch to terminal or most distant outlet.

Continuity of all conductors shall not be dependent upon device connections, where the removal of such devices would interrupt the continuity of other conductors in the circuit.

Only approved wire lubricant may be used. Any conduit run that does not allow conductors to be pulled readily, will be condemned and the run must be replaced by other conduit satisfactory to the Owner.

Joints in wiring #8 B & S gauge, and larger, shall be made with compression only connectors.

Branch circuits shall be tagged in the load centers, with circuit numbers to correspond to the plans.

Joints shall be covered with a layer of rubber tape, then thermoplastic tape. Plastic electrical insulating tape shall be flame retardant and weather resistant, of premium grade vinyl plastic, resistant to hot and cold weather, 7 mil tape that applies well at 0 degree F, has an operating range up to 220 degrees F, and shall meet the requirements of ASTM D-3005-72, Type 1, UL 510 and HHI-595C. CAS Bulletin No. 561A (105 degrees C.).

When using twist on wire connectors, wires shall be twisted together, with pliers, before applying connector.

Carefully cable all wires, in panelboards, gutters, and wireways, in a neat arrangement, with termination located directly opposite terminals. Leave wire loops not less than 6" long, in each outlet box, even if wires do not stop in the box.

Color code wire throughout including feeders, branch circuits and equipment ground conductors, as specified and as indicated:

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PHASE	120/208 VOLTS	277/480 VOLTS
A	BLACK	BROWN
B	RED	ORANGE
C	BLUE	YELLOW
NEUTRAL	WHITE	GRAY
GROUND	GREEN	GREEN
Isolated Grnd	GREEN/Orange Stripe	GREEN/Orange Str.

Wiring for switches shall be the same color as phase wire. Colored insulation shall be used up through No. 6 conductors. Conductors No. 4 and larger may be phase coded with multiple bands of 1/2" wide color coding tape at all accessible locations. Grounded wires (neutral) and ground wires shall have a continuous color coding at all accessible locations. Maintain the same conductor color coding from incoming line to last device.

Boxes:

Boxes shall be 4" square as a minimum. For convenience outlets, switch, data, telephone, fire alarm system or intercom outlets use a 4" square or larger box with plaster ring.

Outlet boxes, junction boxes and switch boxes shall be galvanized code-gauge steel. Conduit body type case FD/FS boxes with cast lugs shall be used where exposed to the weather and where subject to moisture or mechanical damage. FD/FS covers shall be used with these boxes. Do not compromise integrity of FD/FS boxes by drilling holes in box for fastening.

For outlets in unplastered masonry walls use masonry boxes of the proper depth. The face of all boxes shall be vertical and not more than 1/4" in from the finished surface. The mason and electrical contractor shall be mutually responsible for the proper execution of masonry work. Handy boxes or handy box extension rings shall not be used.

Use of more than one extension ring is not acceptable.

Ceiling outlet boxes shall be equipped with 3" plaster rings. Fixture studs shall be provided, if fixture is to be mounted directly on box.

Boxes shall not be installed back to back, even if associated with different systems.

Receptacles installed in a horizontal manner shall be installed so that the neutral is to the top.

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All boxes shall be grounded to conduit system, and bonded to the equipment ground, which shall be bonded to the equipment ground screw, on all devices.

In walls or ceilings of non-combustible material, boxes will not set back more than 1/4". In walls of wood or other combustible material, boxes shall be flush with the finished surface. There shall be no broken surfaces, gaps or open spaces at the edge of boxes.

All surface mounted fire alarm break stations shall be mounted on back-boxes specifically made for the purpose and red in color.

Pull and Junction Boxes

Pull boxes and junction boxes shall be identified as to which circuit and panel the run feeds from, i.e., Panel E - Cir. 16-18-20.

Boxes shall be galvanized or metal with baked enamel. Boxes shall be constructed with suitable barriers separating the different systems. Boxes shall be provided with removable covers, secured with machine screws. Gangable boxes shall be used for remodel fish jobs only.

Conduit shall enter boxes through tight fitting bored or punched clearance holes and be secured to boxes. Provide inserts, or expansion anchors, rods and angle iron members to support pull boxes independently of the conduit runs. Conduit shall enter boxes at right angle with no binding. Offsets shall be used as necessary for proper fit. Offset connectors are not acceptable.

Install junction boxes or pull boxes in order to facilitate the pulling in of wires or cables. Runs shall not exceed 90 feet between boxes.

Branch circuits shall be left tagged in the panel boards and pull boxes for the purpose of distinguishing the various circuits. Tags to be plainly marked with indelible ink, and attached to the wires.

Conduit bodies larger than 1-1/4" shall not be used. SLB fittings are not approved.

Conduit connections shall not be made to box covers.

Pull and junction boxes shall be grounded to conduit system, and bonded to the equipment ground, which shall be bonded to the equipment ground screw, on all devices.

Support of Boxes

Boxes shall be accurately placed, rigidly and securely supported from the structure. Boxes for concealed work shall be set flush with the finished surfaces of the walls or ceilings. Boxes may be supported by rods from the ceilings, only when fitted with approved support devices.

Approved bar hangers, fitted with fixture studs, shall be used to support boxes in ceilings.

Data and telephone outlet boxes shall be located at heights to match adjoining receptacles unless

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noted differently for wall mount phone. In remodeled locations box heights shall match existing.

Receptacles

Typical Receptacles: Leviton 20A-125V TR Decora, T5825-W

Provide GFCI and Dedicated Outlets as shown on the drawings and as required by NEC.

Receptacles shall be 18" to bottom in stud walls (per the requirements of the Americans With Disabilities Act of 1990), or 48" or 40" where table, work benches and counters occur, or as noted

Cover plates: Matching Leviton plates. White nylon. All plates shall be commercial spec grade. Plates shall be specified for all openings, with devices or blank. All plates shall match devices.

Switches

Typical Switch: Leviton SP WHT 20A, 5621-2W Color: White

3-Way Switch: Leviton 3WAY WHT 20A, 5623-2W Color: White

All switches to have body securely locked to bridge by staked screw assembly. Back wire through a hole with clamp type wiring assembly suitable for stranded wire.

Toilet rooms shall be equipped with motion sensing switches for both lights and fans.

Switch plate covers: Matching Leviton plates. White nylon in low impact areas or stainless steel, where required by the Owner. Matching plates in exposed wiring, j-box, to be steel, rounded to box edge. Oversized plates are not acceptable.

Wall switches shall be on the latching side of doors. All switches shall be 48" high to the bottom of the switch, except where located in cabinets, see details.

LIGHTING

Lighting Fixtures:

Offices: Elite/24-OT-3-32-T8-A12-L35K-C3

Bathrooms: 2-lamp wrap T-8, Simkar / SY920-232-B11-UNV

Emergency Light: Combo exit and Emergency light: SCLI2RW

Exit Sign Only: SLEDVRW

Emergency Light Only: SEMW

Fixtures mounted in plaster or drywall ceiling shall be rigidly supported in approved manner with channel supported across plaster framing. Provide proper plaster frames for all fixtures requiring them. Wiring for fluorescent fixtures is to be accessible after fixture installation, without requiring removal of the fixture from the ceiling. Mount all fixtures with a minimum of three 1/4" bolts for 1' x 8' fixtures, two 1/4" bolts for 1' x 4' fixtures, and four 1/4" bolts for 2' x 4' fixtures. Only approved anchors shall be used (Toggle bolt may not be used in damp location).

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Recessed fixtures shall be supported to the supporting building structure above (not the roof deck). All fixtures shall be supported on at least two points (opposite corners each individual fixture). Support shall be with #12 gauge wire with a minimum of 3 twists of wire at each point of attachment. Two or more wires shall not be supported by a single anchor. Two or more fixtures shall not be supported by a single wire. Points of attachment and anchoring shall be approved by the Engineer. Install strut channel as necessary to provide support between building structure.

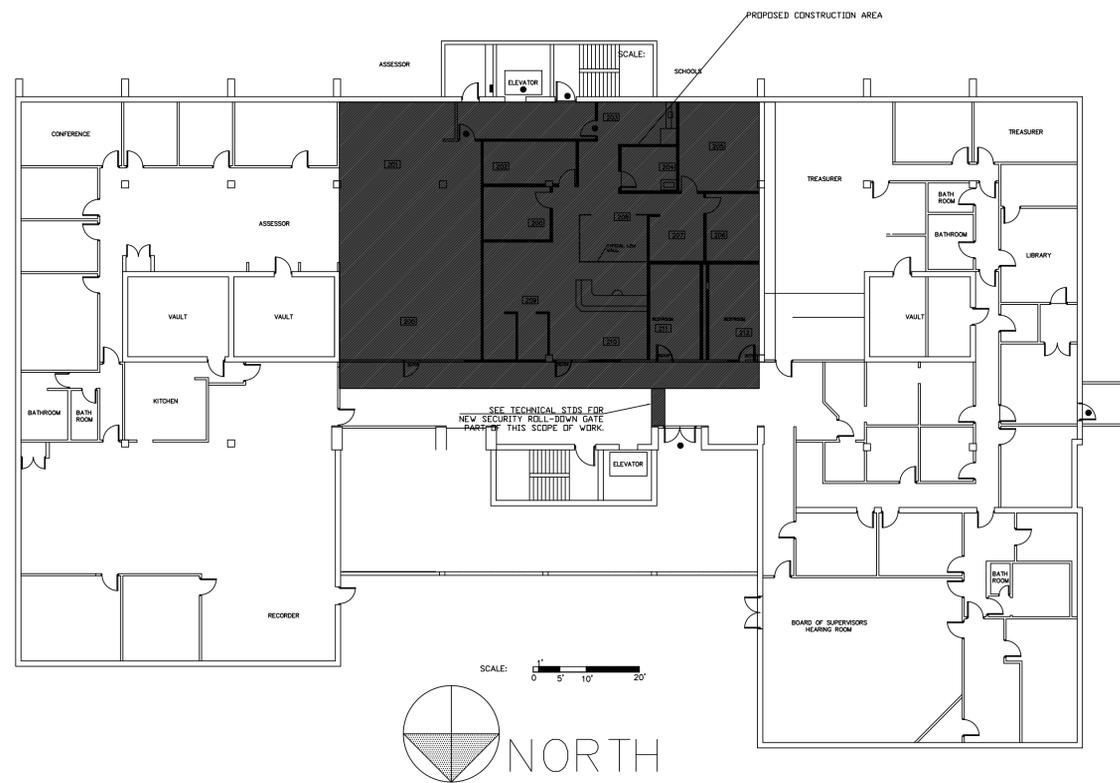
Contractor shall note that if certain areas in the building contain fire rated ceilings which require fire rated enclosures, the fixtures supplied for use in these areas shall be approved and suitable for the purpose.

PHONE / DATA:

Contractor shall coordinate with Gila County Facility Services' subcontractor and/or in-house personnel whom will be installing these systems.

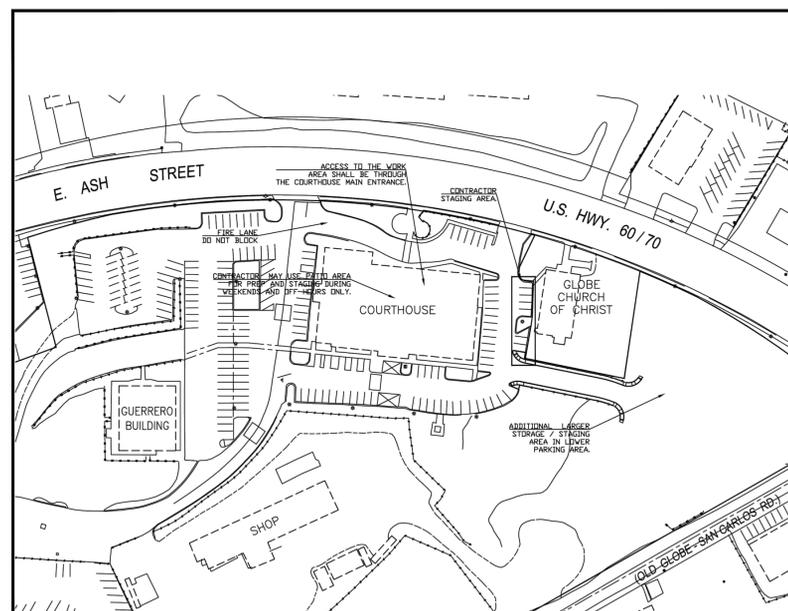
SECURITY SYSTEMS:

Contractor shall coordinate with Gila County Facility Services' subcontractor and/or in-house personnel whom will be installing these systems.



ORIENTATION PLAN

SCALE - 1/16" = 1'-0"



COURTHOUSE SITE PLAN

NOT TO SCALE

**GILA COUNTY COURTHOUSE
SECOND FLOOR REMODEL
SCHOOLS AND ASSESSOR**

ADDRESS:
1400 E. ASH STREET
GLOBE, AZ 85501

CONTACT PERSON:
ROBERT HICKMAN (928) 402-8591

PARCEL NUMBER: 205-14-027D

PROJECT DATA:
OCCUPANCY TYPE: B OFFICES
CONSTRUCTION TYPE: VA (WITH FIRE SPRINKLER SYSTEM)

SCOPE OF WORK:
RENOVATION OF INTERIOR ONLY OF EXISTING STRUCTURE,
APPROXIMATELY 3,929 SQ.FT. OFFICES AND RESTROOMS.

WORK SHALL INCLUDE WALL FRAMING AND FINISHING, GYP. BD., PAINTING, FLOORING, TILE, CEILING SYSTEMS, CAULKING, MECHANICAL, PLUMBING, ELECTRICAL, FIRE SPRINKLER AND OTHER ASSOCIATED WORK AS IDENTIFIED IN THE DRAWINGS AND AS SPECIFIED IN THE TECHNICAL STANDARDS FOR THIS PROJECT.

FIRE SPRINKLER MODIFICATIONS WILL BE NECESSARY. CONTRACTOR IS TO PROVIDE ENGINEERED FIRE SPRINKLER DRAWINGS, WITH MODIFICATIONS TO BE MADE, AND STATE FIRE MARSHAL APPROVAL OF SUCH DESIGN, TO GILA COUNTY FOR REVIEW AND APPROVAL, PRIOR TO DOING SUCH WORK.

NEW MECHANICAL SYSTEM DUCTWORK TO AND FROM EXISTING SYSTEMS IS REQUIRED. SEE TECHNICAL STANDARDS, SUBMITTAL REQUIREMENTS AND MECHANICAL SECTIONS.

ALLOWANCES AS IDENTIFIED IN THE BIDDING DOCUMENTS.

ROOM FINISH SCHEDULE

SEE TECHNICAL STANDARDS FOR SPECIFIC PRODUCT TYPE, STYLE AND MODEL. COLOR SAMPLE SUBMITTAL REQUIRED.

ROOM #	ROOM NAME	WALLS				FLOOR	BASE	CEILING	CLG HT.
		NORTH	SOUTH	EAST	WEST				
200	ASSESSOR (PUBLIC SIDE)	STOREFRONT	MILLWORK	GYP/PAINT	MILLWORK	TILE	VINYL	ACOUSTICAL TILE/LAY-IN GRID	9'
201	ASSESSOR (EMPLOYEE SIDE)	MILLWORK	EXISTING	OPEN/EXIST.	GYP/PAINT	TILE / CARPET	VINYL	ACOUSTICAL TILE/LAY-IN GRID	9'
202	COPY ROOM	GYP/PAINT	GYP/PAINT	GYP/PAINT	GYP/PAINT	CARPET	VINYL	ACOUSTICAL TILE/LAY-IN GRID	9'
203	BREAK ROOM	GYP/PAINT	GYP/PAINT	GYP/PAINT	GYP/PAINT	CARPET	VINYL	ACOUSTICAL TILE/LAY-IN GRID	9'
204	OFFICE	GYP/PAINT	GYP/PAINT	GYP/PAINT	GYP/PAINT	CARPET	VINYL	ACOUSTICAL TILE/LAY-IN GRID	9'
205	SUPERINTENDANT'S OFFICE	GYP/PAINT	GYP/PAINT	GYP/PAINT	GYP/PAINT	CARPET	VINYL	ACOUSTICAL TILE/LAY-IN GRID	9'
206	CONFERENCE ROOM	GYP/PAINT	GYP/PAINT	GYP/PAINT	GYP/PAINT	CARPET	VINYL	ACOUSTICAL TILE/LAY-IN GRID	9'
207	STORAGE / FILE AREA	GYP/PAINT	GYP/PAINT	GYP/PAINT	GYP/PAINT	CARPET	VINYL	ACOUSTICAL TILE/LAY-IN GRID	9'
208	OPEN OFFICE / HALLWAY	GYP/PAINT	GYP/PAINT	GYP/PAINT	GYP/PAINT	CARPET	VINYL	ACOUSTICAL TILE/LAY-IN GRID	9'
209	OPEN OFFICE (RECEPTION)	GYP/PAINT	GYP/PAINT	GYP/PAINT	GYP/PAINT	CARPET	VINYL	ACOUSTICAL TILE/LAY-IN GRID	9'
210	WAITING AREA	STOREFRONT	MILLWORK	GYP/PAINT	GYP/PAINT	TILE	VINYL	ACOUSTICAL TILE/LAY-IN GRID	9'
211	WOMENS RESTROOM	TILE TO 4' HT.	TILE TO 4' HT.	TILE TO 4' HT.	TILE TO 4' HT.	TILE	TILE	ACOUSTICAL TILE/LAY-IN GRID	9'
		GYP/PAINT ABOVE	GYP/PAINT ABOVE	GYP/PAINT ABOVE	GYP/PAINT ABOVE				
		TILE TO 4' HT.	TILE TO 4' HT.	TILE TO 4' HT.	TILE TO 4' HT.				
212	MENS RESTROOM	GYP/PAINT ABOVE	GYP/PAINT ABOVE	GYP/PAINT ABOVE	GYP/PAINT ABOVE	TILE	TILE	ACOUSTICAL TILE/LAY-IN GRID	9'
		TILE TO 4' HT.	TILE TO 4' HT.	TILE TO 4' HT.	TILE TO 4' HT.				
	EXISTING MAIN HALLWAY	REPAIR / PATCH / REPLACE EXISTING @ NEW WALL / STOREFRONT LOCATION.							

GILA COUNTY
PUBLIC WORKS DEPT
GLOBE, AZ



COURTHOUSE 2ND FLR
SCHOOLS & ASSESSOR

REVISED: 3/4/14

A1

ARF-2474

Consent Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Kendall Dee

Rhyne, Chief
Probation
Officer

Submitted By:

Sylvia Hernandez, Probation Officer
Manager, Superior Court

Department: Superior Court Division: Probation Department

Fiscal Year: FY 2013-2014 Budgeted?: Yes

Contract Dates 07/01/2013 - Grant?: No

Begin & End: 06/30/2014

Matching Yes Fund?: New

Requirement?:

Information

Request/Subject

Family Counseling Program Resolution No. 14-05-01

Background Information

On June 25, 2013, the Board of Supervisors adopted Resolution No. 13-06-04 which allowed the Gila County Probation Department's continued participation in the Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division.

Evaluation

The Gila County Probation Department has received notification that additional funds in the amount of \$2,000.00 are available through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division for FY 2013-2014 providing that the Board of Supervisors adopt a resolution which approves the County's match of funding for \$500.00.

Conclusion

The monies for this program provide services for strengthening family relationships and prevention of juvenile delinquency.

Recommendation

Gila County Probation Department recommends the adoption of Resolution 14-05-01 certifying that the Board of Supervisors will provide \$500.00 in matching funds in order to receive \$2,000.00 of additional FY 2013-2014 Family Counseling Program funding from the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division.

Suggested Motion

Approval to adopt Resolution 14-05-01 authorizing the County's funding match requirement of \$500.00 in order for the Gila County Probation Department to receive \$2,000.00 of additional FY 2013-2014 Family Counseling Program funding from the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division.

Attachments

Resolution 14-05-01

13-06-04 Board Resolution



RESOLUTION NO. 14-05-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA AUTHORIZING A MATCH FUND REQUIREMENT OF \$500.00 TO BE PROVIDED BY THE COUNTY IN ORDER FOR THE GILA COUNTY PROBATION DEPARTMENT TO RECEIVE ADDITIONAL FAMILY COUNSELING PROGRAM FUNDS FOR FY 2013-2014 IN THE AMOUNT OF \$2,000.00 FROM THE ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS, JUVENILE JUSTICE SERVICES DIVISION.

WHEREAS, on June 25, 2013, the Board of Supervisors adopted Resolution No. 13-06-04 which allowed the Gila County Probation Department's continued participation in the Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division; and

WHEREAS, the Probation Department has received notification that additional funds in the amount of \$2,000.00 are available through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division for FY 2013-2014 providing that the Board of Supervisors adopt a resolution which approves the County's match funding requirement of \$500.00.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors hereby authorizes the County's funding match requirement of \$500.00 in order to receive \$2,000.00 of additional FY 2013-2014 Family Counseling Program funding from the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division.

PASSED AND ADOPTED this 6th day of May 2014, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Clerk of the Board

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal



RESOLUTION NO. 13-06-04

A RESOLUTION AUTHORIZING GILA COUNTY PROBATION DEPARTMENT'S PARTICIPATION IN THE FY 2013-2014 FAMILY COUNSELING PROGRAM THROUGH THE ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS, JUVENILE JUSTICE SERVICES DIVISION, AND CERTIFYING THAT A MATCH FUND REQUIREMENT OF \$2,269 FOR THE PROGRAM WILL BE PROVIDED BY THE COUNTY.

WHEREAS, the Gila County Board of Supervisors hereby elects to have the county participate in the Family Counseling Program as provided for in A.R.S. §8-261 through §8-265 for fiscal year 2013-2014; and

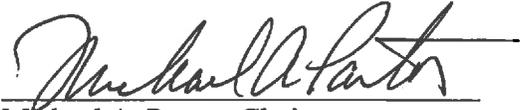
WHEREAS, the Gila County Board of Supervisors resolves that \$2,269 in matching funds will be provided by this county's Board of Supervisors for Gila County, Arizona.

PASSED AND ADOPTED this 25th day of June 2013, at Globe, Gila County, Arizona

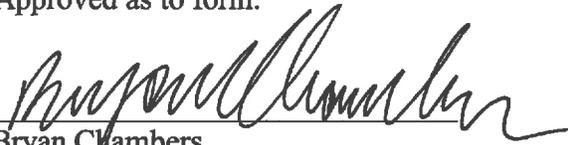
Attest:

GILA COUNTY BOARD OF SUPERVISORS


Marian Sheppard
Clerk of the Board


Michael A. Pastor, Chairman

Approved as to form:


Bryan Chambers
Deputy Attorney Principal

ARF-2491

Consent Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 05/06/2014

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

Fiscal Year: 2013-2014 Budgeted?: Yes

Contract Dates July 1, 2014 - Grant?: No

Begin & End: June 30, 2014

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Eastern Arizona Counties Organization annual dues -FY 13/14.

Background Information

The Eastern Arizona Counties Organization (ECO) is a local government organization created in 1993 by joint resolutions of the Board of Supervisors and an Intergovernmental Agreement between the counties of Apache, Gila, Graham, Greenlee and Navajo to implement Presidential Executive Order 12372 (P.E.O. 12372) - *Intergovernmental Review of Federal Programs* related to the clearinghouse process for review of Federal programs which affect the custom, cultures and economic well-being of the Counties.

ECO has been a stakeholder in the effort to develop and implement landscape scale forested ecosystems restoration, including the nation's largest effort - the Four Forest Restoration Initiative; been involved in the creation of the White Mountain Stewardship Projects; the Governor's Forest Health Council's Statewide Strategy for Restoring Arizona Forests; the collaborative Analysis of Small-Diameter Wood Supply in Northern Arizona; watersheds restoration, including the groundbreaking Arizona Watersheds Investment Fund; endangered and threatened wildlife and plants management, including the Mexican Gray Wolf Recovery Program; and, numerous state and local scale natural resources management projects and natural resources based economic development initiatives.

Also, Arizona Governor's Executive Orders 83-6 and 90-21 established the Arizona Department of Commerce, State Clearinghouse, as the Single Point of Contact for federal agencies in Arizona; the six Councils of Government in Arizona as area-wide clearinghouses; and, the five counties of ECO as County Official Reviewers (COR) in the *Procedures for Arizona Single Point of Contact Review Process According to Presidential Executive Order 12372*.

ECO's Board of Directors, comprised of Supervisors from the 5 member counties, established annual dues for the Counties to cover operating expenses. Current annual dues are \$6,000 per year and are now due for FY 13/14.

Evaluation

Apache, Gila, Graham, Greenlee, and Navajo counties share common environmental and economic issues and work collaboratively and cooperatively to address them through the Eastern Arizona Counties Organization (ECO). Efforts include, among other things, review and comment of proposed Federal actions on public lands, raising citizen awareness, and urging agencies and lawmakers to protect the customs, cultures and well-being of their Counties. Annual dues paid by the member Counties provide the resources to fund these efforts and to maintain full-time staff dedicated solely to the organization's purposes.

Conclusion

Gila County is obligated, as a founding member of ECO, to pay annual dues to support the mission of the organization.

Recommendation

Staff recommends that Gila County remit the required annual dues to the Eastern Arizona Counties Organization.

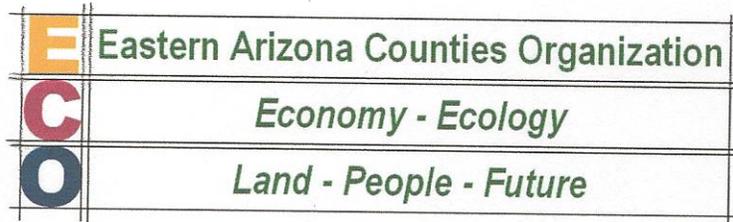
Suggested Motion

Approval of payment of annual dues to Eastern Arizona Counties Organization in the amount of \$6,000 for FY 13/14.

Attachments

ECO Dues FY 13/14

ECO Financial Report FY 13/14



April 3, 2014

Mr. Don McDaniel
Manager
Gila County
dmcDaniel@co.gila.az.us

Subject: ECO Dues FY2014

Dear Mr. McDaniel:

ECO Chair Tommie Martin instructed me to call for the payment of the ECO FY2014 annual dues.

ECO therefore respectfully requests the payment of the \$6,000 dues for the 2013-2014 fiscal year. The \$6,000 amount is the dues amount last agreed upon by the ECO Board of Directors.

Please remit payment to the Eastern Arizona Counties Organization fiscal agent, Navajo County Finance Manager James Menlove at Navajo County Governmental Complex, 100 East Code Talkers Drive, South Highway 77, P.O. Box 668, Holbrook, AZ 86025.

Thank you very much for your attention to this matter.

Respectfully submitted,



Pascal Berlioux, Ph.D. MBA
Executive Director
Eastern Arizona Counties Organization
pberlioux@easternarizonacounties.us



Report on
Receipt and Expenditure of Monies for
County Environmental Programs
Impacting Economic Development
for Fiscal Year 2013

Pascal Berlioux, Ph.D. MBA
Executive Director
Eastern Arizona Counties Organization
550 N. 9th Place, Show Low, AZ 85901
pberlioux@easternarizonacounties.us
Phone: (928) 637 3037
September 2013

Foreword

Recognizing that the words “*collaboration*,” “*cooperation*,” “*coordination*,” “*contribution*” or “*consultation*” and their associated words such as “*collaborator*,” “*cooperator*” or “*contributor*” may have specific legal meanings under the National Environmental Policy Act (NEPA), the Collaborative Forest Landscape Restoration Act (CFLRA) or other acts, or specific regulatory meanings in U.S. Department of Agriculture (USDA) or U.S. Department of the Interior (USDI) regulatory texts, or may be value laden, the Eastern Arizona Counties Organization Board of Directors has elected to use the word “*participation*” to characterize its action, in order to avoid unintended interpretations or possible misinterpretations.

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Introduction

State Budget Appropriation to Apache, Gila, Graham, Greenlee and Navajo Counties for the planning and implementation of specific environmental programs impacting economic development in those counties

In May 1999, the Governor of Arizona signed into law Arizona Senate Bill 1222, appropriating the sum of \$250,000 for each of the fiscal years 2000 and 2001 from the state general fund to the State Land Department for equal distribution to Apache, Gila, Graham, Greenlee, and Navajo Counties, for the purpose of funding the planning and implementation of specific environmental programs impacting economic development in those counties.

In September 1999, the Counties submitted for approval to the State Land Department an environmental program plan that included a comprehensive set of research, demonstration projects, educational forums, and public information dissemination efforts that promoted and demonstrated the stewardship-based utilization of natural resources throughout Arizona.

For fiscal years 2000 to 2012, the State Budget included appropriations disbursed equally by the State Land Department, then the State Forestry Division to Apache, Gila, Graham, Greenlee and Navajo Counties, for the purpose of funding the planning and implementation of specific environmental programs impacting economic development in the counties, performed directly or through agreements to provide services with individual counties or the Eastern Arizona Counties Organization.

For fiscal year 2013 (FY 2013), the State Budget included a \$75,000 appropriation to be disbursed equally in \$15,000 installments by the State Forestry Division to Apache, Gila, Graham, Greenlee, and Navajo Counties, through the execution of individual intergovernmental agreements between each of the counties and the State Forestry Division, for the purpose of funding the planning and implementation of specific environmental programs impacting economic development in the counties, subject to the submittal to, and approval by the State Forestry Division of a proposed *Plan for Receipt and Expenditure of Monies for County Environmental Programs Impacting Economic for Fiscal Year 2013* ("Plan"), and subject to the submittal of a report on the completion of the programs.

Planning and implementation by Apache, Gila, Graham, Greenlee and Navajo Counties of specific environmental programs impacting economic development in those counties through an agreement to provide services with the Eastern Arizona Counties Organization.

In October 1993, the longtime collaboration between Apache, Gila, Graham, Greenlee, and Navajo Counties ("Counties") was formalized under A.R.S. 11-952 by an Intergovernmental Agreement (IGA) between the Counties to create the Eastern Arizona Counties Organization (ECO) and to participate in, support and endorse its actions and decisions which are in compliance with the adopted bylaws of the organization. The initial primary purpose of the Counties was to implement the 1982 Presidential Executive Order 12372 (PEO 12372) related to the clearinghouse process for review of Federal programs which affect the custom, cultures and economic well-being of the Counties.

Arizona Governor's Executive Orders 83-6 and 90-21 established the six Councils of Government (COG) in Arizona as area-wide clearinghouses, and the Arizona Department of Commerce as State Clearinghouse, for the Single Point of Contact (SPOC) clearinghouse process for review of Federal programs in Arizona. The *Procedures for Arizona Single Point of Contact Review Process According to Presidential Executive Order 12372* established the five counties of ECO (Apache, Gila, Graham, Greenlee and Navajo) as County Official Reviewers (COR).

From 1993 to 2001 the ECO Counties performed their functions as County Official Reviewers (COR) in the Procedures for Arizona Single Point of Contact Review Process and progressively developed a leading role in natural resources and public lands management issues in Eastern Arizona, such as their seminal role in 1997 in the creation of the *Ecosystem Management Pilot Testing Project Cooperative Agreement Between USDA Forest Service, Apache-Sitgreaves, Coronado & Tonto National Forests, US Fish And Wildlife Service, Arizona Game And Fish Commission, Office Of The Governor, Arizona Board Of Regents On Behalf of University Of Arizona College Of Agriculture, and Eastern Arizona Counties Organization* that has served as a template and baseline for every subsequent collaborative natural resources management or ecological restoration project in Eastern Arizona.

In recognition and support of the leading role performed by Apache, Gila, Graham, Greenlee, and Navajo Counties in state-wide issues of natural resources-based economic development and environmental programs, in May 1999 the Governor signed into law Senate Bill 1222, appropriating the sum of \$250,000 for each of the fiscal years 2000 and 2001 from the state general fund to the State Land Department for equal distribution to Apache, Gila, Graham, Greenlee, and Navajo Counties to fund the planning and implementation of specific environmental programs impacting economic development in those counties.

In March 2001, Apache, Gila, Graham, Greenlee, and Navajo Counties incorporated the Environmental Economic Communities Organization (EECO) as a nonprofit corporation under Title 10, Chapter 25, A.R.S. Section 10-3201 as amended, in order to operate a distinct legal entity that could respond to State and Federal grants and programs Requests For Proposals (RFP); and with whom individual counties; local government entities created by intergovernmental agreements; State agencies; Federal agencies; and, other governmental or non-governmental entities could reach agreements to provide additional funding.

From 2001 to 2008, combining the state budget appropriation to Apache, Gila, Graham, Greenlee and Navajo Counties, and the grants funding awarded to the Environmental Economic Communities Organization (EECO), the Counties contracted the Eastern Arizona Counties Organization (ECO) to execute the planning and implementation of specific environmental programs impacting economic development in those counties, through an agreement to provide services with the Eastern Arizona Counties Organization (ECO) under A.R.S. 11-952.

In 2008, subsequent to the development of numerous specific entities dedicated to the planning and implementation of ecological restoration programs, such as the Natural Resources Working Group (NRWG), and the development of specific mechanisms designed to simultaneously fund and implement ecological restoration and support natural resources-based industry, such as the White Mountain Stewardship Contract (WMSC) awarded in August 2004, the need for the Environmental Economic Communities Organization (EECO) to seek grants and programs funding for such programs became redundant. EECO ceased all financial, operational and fiscal activities in 2008 (notwithstanding

occasional subsequent confusion between the EECO and ECO names), and was subsequently dissolved in 2013.

For FY 2013, Apache, Gila, Graham, Greenlee and Navajo Counties continued to pool their state budget appropriations into the Eastern Arizona Counties Organization (ECO) to continue planning and implementing specific environmental programs impacting economic development in those counties, such as the Four Forest Restoration Initiative (4FRI) contract initiated by the Counties with industrial and environmental partners in 2006 and awarded in 2012.

Consequently, ECO is hereby submitting to the State Forestry Division this *Report on Receipt and Expenditure of Monies for County Environmental Programs Impacting Economic Development for Fiscal Year 2013*.

Fiscal Year 2013 Plan for Receipt and Expenditure of Monies for County Environmental Programs Impacting Economic Development

The fiscal year 2013 *Plan for Receipt and Expenditure of Monies for County Environmental Programs Impacting Economic Development* proposed two strategic directions:

- 1) The continuation of three long term priorities previously approved by the State Forestry Division for planning and implementation:
 - I. Participation in developing forest biomass projects;
 - II. Participation in the Mexican Gray Wolf Recovery Program;
 - III. Participation in professional organizations.

Significant progress has been made along these three priorities, as presented in the documentation of completed projects previously submitted to the State Forestry Division for previous fiscal years, and most recently with the filing of the *Report on Receipt and Expenditure of Monies for County Environmental Programs Impacting Economic Development for Fiscal Year 2012* submitted to the Arizona State Forestry Division. Further progress is reported in this *Report on Receipt and Expenditure of Monies for County Environmental Programs Impacting Economic Development for Fiscal Year 2013*.

- 2) The participation in new priorities addressing:
 - I. The continuation of the restoration efforts and wood industry economic development initiated in the White Mountains under the *White Mountain Stewardship Contract* that is expected to expire with the issuance of the final task orders in August of 2014;
 - II. The power and transportation infrastructures issues resulting from the continued threat of catastrophic wildfires, as well as the implementation of restoration efforts on a landscape scale in eastern Arizona, expected to result in the mechanical treatment of up to 50,000 acres annually for a period of 20 years, and the resulting transportation on

state highways and county roads of approximately 1.7 million tons of logs and 600,000 tons of residual biomass annually, which equates to approximately 90,000 annual truck runs, or approximately 360 daily truck runs in eastern Arizona;

- III. The emerging issues of new and additional species recovery efforts prompted by the recent documentation of the presence of one jaguar in the mountains of Southern Arizona.

In consequence, the fiscal year 2013 Plan was articulated in four separate but mutually complementary programs:

- Program 1: Continued Support for, and Participation in the Development and Implementation of a Successor Strategy to the White Mountain Stewardship Contract.
- Program 2: Continued Support for, and Participation in the Development and Implementation of an Effective Execution Strategy for the Four Forest Restoration Initiative.
- Program 3: Continued Participation in the Mexican Gray Wolf Recovery Program, and Participation in the Dialog about Other Species Habitat Designation or Recovery Efforts.
- Program 4: Support for, and Participation in the Development and Implementation of an Effective Planning and Execution Strategy for the Protection and Development of Eastern Arizona Infrastructures.

This report covers activities performed directly by the Eastern Arizona Counties Organization (ECO) on behalf of Apache, Gila, Graham, Greenlee and Navajo Counties through an agreement to provide services. These activities were scheduled to take place during fiscal year 2013, from July 1, 2012 to June 30, 2013.

The Counties agreement to provide services with ECO identified a total operating budget for fiscal year 2013 that included the expenditure of \$129,000 funded by \$75,000 of Counties appropriation; \$30,000 of Eastern Arizona Counties Organization (ECO) funding; and \$24,000 of deficit spending.

ECO Funding FY 2013	Counties Appropriations	ECO Funding	Other Funding	Deficit Funding	Total	Match
Program 1 (WMSC)	\$15,000	\$6,000	\$0	\$4,800	\$25,800	72%
Program 2 (4FRI)	\$30,000	\$12,000	\$0	\$9,600	\$51,600	72%
Program 3 (Species)	\$15,000	\$6,000	\$0	\$4,800	\$25,800	72%
Program 4 (Infrastructures)	\$15,000	\$6,000	\$0	\$4,800	\$25,800	72%
Total	\$75,000	\$30,000	\$0	\$24,000	\$129,000	72%

Program 1: Continued Support for, and Participation in the Development and Implementation of a Successor Strategy to the White Mountain Stewardship Contract

Background

In June and July 2002, the Rodeo-Chediski Fire burned approximately half a million acres in the White Mountains of northern and eastern Arizona. The devastation of the Arizona forests, unprecedented in historical times; the large scale community evacuations that it triggered; and, the loss of approximately 400 homes and structures crystallized the threat addressed in the 1997 *Ecosystem Management Pilot Testing Project Cooperative Agreement Between USDA Forest Service, Apache-Sitgreaves, Coronado & Tonto National Forests, US Fish And Wildlife Service, Arizona Game And Fish Commission, Office Of The Governor, Arizona Board Of Regents On Behalf of University Of Arizona College Of Agriculture, and Eastern Arizona Counties Organization*, and stimulated the ECO Counties and the White Mountains communities to accelerate the completion of community fire plans spanning seamlessly the wildland urban interface (WUI) across the White Mountains. In addition, the White Mountains Natural Resources Working Group (NRWG) provided a forum for a broad range of stakeholders to provide collaborative input to the USFS and to create a local social license to experiment with a large scale, long term stewardship contract as authorized by the 2003 Healthy Forest Restoration Act.

In August 2004, the U.S. Forest Service (USFS) awarded Future Forest, LLC the White Mountain Stewardship Contract (WMSC) on the Apache–Sitgreaves National Forest. This project was at the time the largest 10 year stewardship contract in the nation. The contract allowed for the treatment of up to 15,000 acres per year, up to 150,000 acres over 10 years. The stewardship contract was also intended to facilitate the development of a wood products industry better suited to market the small-diameter trees harvested during the implementation of restoration mechanical treatments.

Due to budgetary and efficiency challenges, the WMSC has not fully met its ambitious objective but has nonetheless allowed for approximately 5,000 to 7,000 acres to be treated annually, and the 2011 White Mountains Stewardship Project Economic Assessment report credits the WMSC for supporting 445 full time equivalent (FTE) jobs tied directly or indirectly to 12 companies contributing \$18.7 million in 2011 to the White Mountains local economy. The 2012 report, still currently in draft form, is expected to confirm the positive economic impact of the WMSC.

The WMSC is widely credited for being instrumental in creating the conditions that allowed fire fighters to save several White Mountains communities such as Alpine or Greer from destruction by catastrophic wildfires during the 2011 Wallow Fire.

Issue

As of FY 2012, it was expected that the WMSC would expire with the expected award of the last task orders in August 2014. Treatments implemented with the last task orders were expected to continue on the ground and to supply round wood and residual biomass to the local industry until the end of 2014, after which no mechanism currently existed to further the restoration work on the ground and to provide a predictable wood supply to the industry.

However, a legal opinion was issued during FY2013 by the US Forest Service legal branch that stated that the WMSC would expire with the closure of the last task orders in August 2014. Therefore, treatments implemented with the last task orders are now expected to cease on the ground as of August 2014, and the supply of round wood and residual biomass to the local industry will end in August 2014.

Strategic Objective

ECO was committed to continue to support the WMSC and to participate in the development and implementation of a successor strategy to the WMSC, that insures that restoration treatments continue to be implemented in the White Mountains, and that the industry originally sustained by the WMSC continues to be supplied with round wood and residual biomass in an ecologically and economically viable and sustainable manner.

Execution Strategy

Several models were conceivable to execute the strategic objective of insuring that restoration treatments continue to be implemented in the White Mountains, and that the industry originally sustained by the WMSC continues to be supplied with round wood and residual biomass in an ecologically and economically viable and sustainable manner:

- 1) Timely implementation of the Four Forest Restoration Initiative (4FRI) 2nd analysis area planning and contracting in the White Mountains; or
- 2) Development of a second large scale and long term White Mountain Stewardship Contract; or
- 3) Development of several smaller and shorter stewardship contracts in the White Mountains; or
- 4) Development of traditional timber sales in the White Mountains; or
- 5) A sequential or parallel combination of the above; or
- 6) Other solution(s).

Any of these solutions would entail considerable planning and contracting work and would require significant agency funding and political support.

It was the strategy of ECO to:

- raise the visibility of the issue;
- make it a priority item with the state and federal partners;
- provide technical and political support in the selection of an appropriate successor model;
- provide technical and political support for the timely development and implementation of an appropriate successor model.

ECO provided this support and participation by:

- actively engaging in and when necessary initiating the appropriate work with the federal, state and local agency, community, university, industry and environmental constituency partners;

- attending, participating in, and when necessary hosting the appropriate meetings, workgroups, field trips, and outreach efforts with said partners;
- providing economic viability, financial feasibility, community desirability, social license sustainability, and political acceptability analysis and guidance as required;
- providing political advocacy for an appropriate successor strategy to the WMSC with local, state and federal executive and legislative elected officials and political appointees.

Allocated Resources

ECO expended 20% of its resources on Program 1: *Continued Support for, and Participation in the Development and Implementation of a Successor Strategy to the White Mountain Stewardship Contract.*

ECO Budget FY 2013	Share	Payroll	Taxes & Benefits	Travel	Others	Total
Program 1 (WMSC)	20%	\$16,350	\$4,905	\$2,300	\$2,245	\$25,800
Total	100%	\$81,750	\$24,525	\$11,500	\$11,225	\$129,000

ECO Funding FY 2013	Counties Appropriations	ECO Funding	Other Funding	Deficit Funding	Total	Match
Program 1 (WMSC)	\$15,000	\$6,000	\$0	\$4,800	\$25,800	72%
Total	\$75,000	\$30,000	\$0	\$24,000	\$129,000	72%

Performance Measures

ECO dedicated 20% of its activities to Program 1: *Continued Support for, and Participation in the Development and Implementation of a Successor Strategy to the White Mountain Stewardship Contract.*

ECO Activities FY 2013	Share	Eastern Arizona Events	Other In State Events	Out of State Events	Research & Position Writings	Stakeholders Activities	Total Activities
Program 1 (WMSC)	20%	25	20	5	15	35	100
Total	100%	125	100	25	75	175	500

Measurable Outcome

As a result of its engagement in Program 1 (WMSC), ECO - in collaboration with other entities - achieved the following outcomes:

- 1) Election of ECO Vice Chair Navajo County Supervisor David Tenney as Chair of the White Mountains Natural Resource Working Group (NRWG), and re-energizing of NRWG as a

collaborative advocacy group for the continued support of the existing White Mountains wood industry.

- 2) Election of ECO Executive Director Pascal Berlioux as a Director on the Board of the Northern Arizona Wood Products Association (NAWPA), and re-energizing of NAWPA as an industry advocacy group for the continued support of the White Mountains wood industry.
- 3) Initiation by NRWG and NAWPA in collaboration with the Apache/Sitgreaves National Forest of the “Bridging the Gap” program, with the purpose of securing a long term supply of fiber for the existing White Mountains wood industry, independently from the 1st contract of the Four Forest Restoration Initiative (4FRI).
- 4) Decision by the Apache/Sitgreaves National Forest to complete several projects independent from the 1st contract of the Four Forest Restoration Initiative (4FRI) and aimed exclusively at providing round wood and biomass to the existing White Mountains wood industry after the closing of the WMSC in August 2014, and prior to the implementation of the 2nd analysis area of the Four Forest Restoration Initiative (4FRI):
 - I. 2014 Projects
 - Vernon Mud (2,500 acres)
 - Timber Knoll (1,000 acres)
 - Timber Mesa Doyle (4,500 acres)
 - II. 2015 Projects
 - Twin (10,000 acres)
 - III. 2016 Projects
 - Porter Mountain (7,000 acres)
 - Timber Mesa Vernon (5,000 acres)

Assuming a treatment and wood consumption rate of ~7,000 acres per year, these projects will provide fiber for the existing White Mountains wood industry for approximately 4 years and are expected to bridge the gap between the end of the WMSC; the completion by the Apache/Sitgreaves National Forest of more upcoming “Bridging the Gap” projects in FY 2014 such as the Larson, East Escudilla, and Upper Rocky restoration projects; and, the implementation of the 2nd analysis area of 4FRI.

Need for Further Action

In order to insure the satisfactory execution of the Larson, East Escudilla and Upper Rocky restoration projects as initiated, it will be necessary to insure that:

- 1) The projects are not rolled into the 1st 4FRI contract and remain aimed exclusively at providing round wood and biomass to the existing White Mountains wood industry;
- 2) The Apache/Sitgreaves National Forest receives from the US Forest Service Southwest Regional Office (R3) the resources necessary for the timely completion of the NEPA process for each of the three projects;

3) The social license necessary to the implementation of large scale forested ecosystems restoration on public lands is maintained;

4) Other, as appropriate.

In consequence, ECO intends to continue its engagement in Program 1 (WMSC) during FY 2014 in order to achieve the above outcomes.

Program 2: Continued Support for, and Participation in the Development and Implementation of an Effective Execution Strategy for the Four Forest Restoration Initiative

Background

In June and July 2002, the Rodeo-Chediski Fire burned approximately half a million acres and 400 houses and structures in the White Mountains of northern and eastern Arizona. In August 2004 the U.S. Forest Service (USFS) initiated work under the White Mountain Stewardship Contract (WMSC) on the Apache/Sitgreaves National Forest. The stewardship authority allowed the USFS to exchange the value of the material harvested during the restoration treatments with the cost of the restoration services provided, and to subsidize the restoration costs when not fully offset by the valuation of the material. The WMSC allowed for the treatment of up to 15,000 acres per year over 10 years. However, as the WMSC contract proceeded, the USFS routinely had to subsidize the work at the rate of an average of \$500 to \$800 per acre, and budgetary constraints prevented the agency from funding the implementation of the full objectives of the contract. Instead of the 15,000 acres per year authorized, the WMSC implemented an average of 5,000 to 7,000 acres per year, and the model failed to demonstrate the ability to scale up from local to landscape scale.

From 2006 to 2008, collaborative work progressed in eastern Arizona, under the auspices of the Arizona Governor's Forest Health Council (GFHC) and local collaborative groups, to develop a new model of Accelerated, Landscape Scale, Consensus Based, Industry Supported Community Protection, Forest Restoration and Fire Management across Northern Arizona. The ECO Counties participated critically in the process, with all five Counties passing Board of Supervisors resolutions of support, and providing sustained and aggressive political support for the effort, at the local, state, regional and federal levels.

In April 2009 the USFS and the GFHC co-hosted a Four Forests Initiative Forum that led to the creation of the USFS Four Forest Restoration Initiative (4FRI), the formalization of the collaborative effort in the 4FRI Stakeholders Group, and the beginning of the agency and stakeholders' work on a 4FRI planning and a 4FRI contracting efforts. A Proposed Action (PA) was published under the National Environmental Protection Act (NEPA) in March 2011, and a contract Request for Proposal (RFP) was published under the Stewardship Authority of the Healthy Forest Restoration Act in June 2011.

In May 2012, the USFS awarded Pioneer Forest Products LLC the stewardship contract for the first analysis area of the Four Forest Restoration Initiative ("1st 4FRI contract") on the Coconino, Kaibab, and Apache-Sitgreaves national forests. This project is at the time of this writing the largest 10 year stewardship contract in the nation. The contract allows for the mechanical treatment of at least 30,000 acres per year or at least 300,000 acres over 10 years. The 1st 4FRI contract is intended to allow a multi hundreds of millions of dollars investment in the creation of a new appropriate scale utilization capacity of small diameter round wood and residual biomass in northern Arizona, and the creation of up to 1,000 jobs.

From May 2012 to the summer of 2013 the 4FRI contractor met with increasing difficulties in financing their operation, and failed to execute their investment and to implement treatments at a meaningful scale. In January 2013, Pioneer Forest Products LLC publicly announced their failure to fund their business plan over the 6 months since contract awarding, and their intent to request a 5 month

extension from the USFS contracting officer to fund their investment, casting widespread doubt about the ability of Pioneer to execute their bid. Simultaneously, the financial community, local governments and state government reported Pioneer's unsuccessful attempts at securing a financial guarantee for an initiation fee with financial institutions in order to raise the \$200,000 to \$400,000 required in their investment and business plans, furthering the widespread doubt about the ability of Pioneer to execute their bid. In June 2013, the US Forest Service announced that Pioneer Forest Products LLC had requested the approval of a transfer of the 4FRI contract to a new contractor.

Issues

Contract awarding is only one of the necessary conditions for the success of 4FRI. The other necessary conditions currently still to be met are:

- 1) The completion by the U.S. Forest Service of the necessary Environmental Impact Statement (EIS) and Record of Decision (ROD) under the National Environmental Policy Act (NEPA);
- 2) The continued collaboration with and by the USFS as required under law by the Collaborative Forest Landscape Restoration Act (CFLRA) and accomplished through the 4FRI Stakeholders Group;
- 3) The maintenance of the social license necessary to proceed with industry funded landscape scale restoration mechanical treatments on public lands;
- 4) The execution of the investment and business plans proposed by the winning bidder of the 1st 4FRI contract; as demonstrated by the failure of Pioneer Forest Products LLC.

Strategic Objectives

ECO was committed to continue to support 4FRI and to participate in its effective execution, in order to insure that:

- 1) The restoration treatments proposed in 4FRI are actually implemented at the contracted scale (30,000 acres annually) and per the contracted schedule (starting with 15,000 acres in 2013);
- 2) The multi hundreds of millions of dollars investment in the creation of a new appropriate scale utilization capacity of small diameter round wood and residual biomass in northern Arizona actually takes place per the contracted schedule (funding by December 2012, completion in 2014);
- 3) The economic impact expected from 4FRI (creation of 1,000 jobs) actually takes place in a timely manner (starting in 2013).

Execution Strategy

To fulfill these objectives, it was the strategy of ECO to:

- continue its participation to the activities of the 4FRI Stakeholders Group;
- continue its work with the U.S. Forest Service and U.S. Department of Agriculture;

- continue its work with private industry representatives and investors;
- increase its bilateral work with the conservation and science constituencies in order to facilitate the identification and prioritization of areas of agreement between various organizational restoration perspectives;
- increase its role as a consensual leadership provider in the 4FRI NEPA process in order to facilitate a consensus agreement between the agency and stakeholders, and insure the timely completion of the Draft Environmental Impact Analysis (DEIS) by February 2013 and of the final Environmental Impact Analysis (EIS) and Record of Decision (ROD) by the spring of 2014;
- emphasize the large area of consensus agreement over the narrow areas of technical disagreements in order to sustain the social license and further promote the non-confrontational implementation of 4FRI;
- provide technical support as requested by the winning bidder of the 1st 4FRI contract in order to facilitate the location, permitting and construction of the industrial facilities;
- enforce fairly but firmly accountability on all agency and non-agency stakeholders in the planning and contracting tracks as required for the successful and timely execution of 4FRI, defined as treatments being implemented on the ground per the contracted schedule.

ECO implemented this strategy by:

- actively engaging in and when necessary initiating the appropriate work with the federal, state and local agency, community, university, industry and environmental constituency partners;
- attending, participating in, and when necessary hosting the appropriate meetings, workgroups, field trips, and outreach efforts with said partners;
- providing economic viability, financial feasibility, community desirability, social license sustainability, and political acceptability analysis and guidance as required;
- providing political advocacy in support of the various aspects of 4FRI with local, state and federal executive and legislative elected officials and political appointees.

Allocated Resources

ECO expended 40% of its resources on Program 2: *Continued Support for, and Participation in the Development and Implementation of an Effective Execution Strategy for the Four Forest Restoration Initiative.*

ECO Budget FY 2013	Share	Payroll	Taxes & Benefits	Travel	Others	Total
Program 2 (4FRI)	40%	\$32,700	\$9,810	\$4,600	\$4,490	\$51,600
Total	100%	\$81,750	\$24,525	\$11,500	\$11,225	\$129,000

ECO Funding FY 2013	Counties Appropriations	ECO Funding	Other Funding	Deficit Funding	Total	Match
Program 2 (4FRI)	\$30,000	\$12,000	\$0	\$9,600	\$51,600	72%
Total	\$75,000	\$30,000	\$0	\$24,000	\$129,000	72%

Performance Measures

ECO dedicated 40% of its activities to Program 2: *Continued Support for, and Participation in the Development and Implementation of an Effective Execution Strategy for the Four Forest Restoration Initiative.*

ECO Activities FY 2013	Share	Eastern Arizona Events	Other In State Events	Out of State Events	Research & Position Writings	Stakeholders Activities	Total Activities
Program 2 (4FRI)	40%	50	40	10	30	70	200
Total	100%	125	100	25	75	175	500

Measurable Outcomes

As a result of its engagement in Program 2 (4FRI), ECO - in collaboration with other entities - achieved the following outcomes:

- 1) Publication of the 4FRI DEIS in February 2013.
- 2) On schedule progress of the 4FRI EIS for a Record of Decision (ROD) publication in the spring of 2014.

However, despite ECO's engagement in Program 2 (4FRI) the following outcomes were not collectively achieved during FY 2013:

- 1) Funding of the 4FRI 1st contract investment by December 2012.
- 2) Implementation of the first 4FRI restoration treatments (15,000 acres) in 2013.
- 3) On schedule construction of the first phase (defined to be a high efficiency small diameter sawmill by Pioneer LLC) of the 4FRI 1st contract industrial facilities for operations by December 2014.

Nonetheless, and arguably due in large part to ECO's engagement in Program 2 (4FRI) the following outcome was achieved during FY 2013:

- 1) Decision by failed contractor Pioneer Forest Products LLC, unable to perform, to transfer the 4FRI contract to a new contractor assumedly to be deemed able to perform by the US Forest Service as a result of the Novation Agreement due diligence.

Need for Further Action

In order to insure the satisfactory execution of 4FRI, it will be necessary to insure that the following outcomes are achieved during FY 2014:

- 1) Selection of a new contractor able to perform by December 2013.
- 2) Funding of the 4FRI 1st contract investment by December 2014.
- 3) Publication of the 4FRI EIS and ROD by spring 2014.
- 4) Implementation of the 4FRI restoration treatments (minimum of 15,000 acres) in 2014.
- 5) Construction and operation of the first phase of the 4FRI 1st contract industrial facilities by December 2014.

In consequence, ECO intends to continue its engagement in Program 2 (4FRI) during FY 2014 in order to achieve the above outcomes.

Program 3: Continued Participation in the Mexican Gray Wolf Recovery Program, and Participation in the Dialog about Other Species Habitat Designation or Recovery Efforts

Background

In March 1997, the Secretary of the Interior signed a Record of Decision (ROD) approving the release of captive-reared Mexican gray wolves into the Blue Range Wolf Recovery Area located in Greenlee County and an adjacent area of New Mexico. In January 1998 the U.S. Fish & Wildlife Service (USFWS) published the Final Rule, *Establishment of a Nonessential Experimental Population of the Mexican Gray Wolf in Arizona and New Mexico*, and in March 1998, Mexican gray wolves were released for the first time in the Blue Range Wolf Recovery Area. The Blue Range reintroduction project is managed by the USFWS in collaboration with the Arizona Game and Fish Department (AZGFD), the New Mexico Department of Game and Fish, the USFS, USDA-APHIS Wildlife Services, and the White Mountain Apache Tribe operating together under a formal Memorandum of Understanding which enables the signatories to develop a mutually-agreeable, long term, science based collaboration for the reintroduction of Mexican wolves in Arizona and New Mexico within the Mexican Wolf Experimental Population Area. The recovery program projected a population of 18 breeding pairs and 102 wolves by the end of 2006. As of FY 2012, the current population was believed to be six breeding pairs and 58 wolves currently in the wild. However, the official count as of December 31st 2012 indicated that the population had increased to a minimum of 75 confirmed animals.

In parallel to the American government recovery efforts, the Mexican government released five Mexican wolves, three females and two males, into the Sierra San Luis in the state of Sonora in October 2011. Although four of these wolves were illegally killed within months, the Mexican government conducted additional releases in 2012 and has informed the USFWS of their plans to continue releasing in 2013 Mexican wolves into the northern area in the Sierra Madre Occidental, and to potentially initiate releases in the Mexico state of Nuevo Leon. In December 2012, the USFWS released a Southwestern Gray Wolf Management Plan to address the management of wolves that naturally disperse into Arizona, New Mexico and western Texas.

Additionally, in April 2012 the USFWS and the Jaguar Recovery Team completed a Jaguar Recovery Outline to provide a preliminary strategy for jaguar conservation until a full recovery plan is completed in December 2013. In August 2012, the USFWS proposed to designate 838,232 acres in Pima, Santa Cruz, and Cochise Counties, AZ and Hidalgo County, NM as critical habitat for the jaguar under the Endangered Species Act (ESA).

In November 2012 a male jaguar was photographed in the northern Santa Ritas Mountains of Arizona, about 40 miles southeast of Tucson near the proposed Rosemont Mine site. Although the proposed designated critical habitat is outside the area of the five counties of ECO, in September 1963 the nation's last known female jaguar was legally killed near Big Lake in the White Mountains, prompting speculation that the counties of ECO could be concerned by a full jaguar recovery plan.

Simultaneously, in November 2012 the AZGFD obtained photographs of an ocelot that has apparently persisted in the Huachuca Mountains since February 2011, and in January 2013 the USFWS announced

that they were initiating a five year status review of the endangered ocelot under the Endangered Species Act, as well as a new review of the threatened Mexican spotted owl.

Issues

As of FY 2012, several recent events seemed to indicate a renewed radicalization of the dialog about the Mexican Gray Wolf:

- 1) In September 2012 the Blue Range Wolf Reintroduction Project Interagency Field Team (IFT) circulated a Replacement Release Proposal designed to replace in 2013 wolves removed from the population by illegal and/or natural mortality. This decision, made over the objection of ECO, Greenlee, Graham, and Navajo counties and despite the non-completion of the revision of the 1982 Mexican Wolf Recovery Plan undertaken in December 2010 and not due until December 2013, raised concerns about the direction as well as the nature of the Mexican Gray Wolf Recovery Program. An adult male Mexican gray wolf was subsequently released in January 2013 in the Apache-Sitgreaves National Forest, adjacent to the Bluestem pack to replace the pack's alpha male found dead in July and determined to have been illegally killed.
- 2) In November 2012 a lawsuit was filed by an environmental group challenging the USFWS failure to respond to a 2004 petition calling for implementation of sweeping reforms in the management of the Mexican gray wolf population and urging an acceleration of the recovery efforts.
- 3) In December 2012 a notice of intent to sue was filed by an environmental group with the USFWS over the agency's decision to live-capture wolves that may enter Arizona and New Mexico from Mexico.
- 4) On June 13, 2013, the USFWS published in the Federal Register Docket No. FWS-HQ-ES-2013-0073 *Removing the Gray Wolf (Canis lupus) From the List of Endangered and Threatened Wildlife and Maintaining Protections for the Mexican Wolf (Canis lupus baileyi) by Listing It as Endangered*, and Docket No. FWS-R2-ES-2013-0056 *Proposed Revision To the Nonessential Experimental Population of the Mexican Wolf*, proposing to considerably revise and expand the recovery program.

Additionally, the emergence of efforts to designate habitat for the Jaguar, and to review the status of the ocelot, possibly leading to efforts to seek their reintroduction, further stress the already complex and delicate social balance between the need for conservation and the need for responsible exploitation of Arizona's natural resources.

Strategic Objectives

ECO is committed to continue to participate in the Mexican Gray Wolf Recovery Program, and to participate in the dialog about other species, such as the jaguar and the ocelot, habitat designation or recovery efforts in order to insure that the Mexican Gray Wolf Recovery Program, and other species management efforts, do not create undue constraints to the custom, cultures and economic well-being of the Counties.

Specifically, ECO was committed to:

- 1) Continued work among the Mexican Wolf Cooperators MOU (“Wolf MOU”) signatories, among which are the USFWS, the AZGFD, Greenlee, Graham, and Navajo counties, to develop a mutually agreeable, long term, science based collaboration for the reintroduction of Mexican wolves within the Mexican Wolf Experimental Population Area.
- 2) The continued operation and full funding of the Mexican Wolf Interdiction Fund Stakeholder Council (“Interdiction Stakeholder Council”) as a vehicle to:
 - a. disburse funds to compensate livestock owners for eligible conservation activities in the form of interdiction and incentives, including activities that address Mexican wolf and livestock interaction management, grazing strategies, monitoring and other needs; conflict resolution; compensation for damages that include depredation; education; outreach activities; and similar undertaking;
 - b. draft positive coexistence plans that recognize the wolf-livestock nexus that is critical to a successful reintroduction program.
- 3) The subordination of additional wolves releases in the Blue Range Wolf Recovery Area to the completion by the USFWS of the revision of the 1982 Mexican Wolf Recovery Plan undertaken in December 2010 and due by December 2013;
- 4) The completion by December 2013 of the revision of the 1982 Mexican Wolf Recovery Plan undertaken in December 2010.

Execution Strategy

To fulfill these objectives, it was the strategy of ECO to:

- continue its bilateral work with the Arizona Game and Fish Department;
- continue its bilateral work with the U.S. Fish and Wildlife Service;
- continue its work with the signatories of the Mexican Wolf Cooperators MOU;
- request that ECO becomes a signatory of the Mexican Wolf Cooperators MOU;
- actively engage in the appropriate work on the jaguar issue with the federal, state and local agency, community, university, livestock industry, and environmental constituency partners;
- attend and participate in the appropriate meetings, workgroups, field trips, and outreach efforts on the wolf and jaguar issues with said partners;
- increase its bilateral work with the conservation and livestock constituencies in order to facilitate the identification and prioritization of areas of agreement between various organizational species management perspectives;
- provide economic viability, financial feasibility, community desirability, social license sustainability, and political acceptability and analysis and guidance as required;
- provide political advocacy in relation to the Mexican Gray Wolf Recovery Program and jaguar habitat designation efforts with local, state and federal executive and legislative elected officials and political appointees.

Allocated Resources

ECO expended 20% of its resources on Program 3: *Continued Participation in the Mexican Gray Wolf Recovery Program, and Participation in the Dialog about Other Species Habitat Designation or Recovery Efforts.*

ECO Budget FY 2013	Share	Payroll	Taxes & Benefits	Travel	Others	Total
Program 3 (Species)	20%	\$16,350	\$4,905	\$2,300	\$2,245	\$25,800
Total	100%	\$81,750	\$24,525	\$11,500	\$11,225	\$129,000

ECO Funding FY 2013	Counties Appropriations	ECO Funding	Other Funding	Deficit Funding	Total	Match
Program 3 (Species)	\$15,000	\$6,000	\$0	\$4,800	\$25,800	72%
Total	\$75,000	\$30,000	\$0	\$24,000	\$129,000	72%

Performance Measures

ECO dedicated 20% of its activities to Program 3: *Continued Participation in the Mexican Gray Wolf Recovery Program, and Participation in the Dialog about Other Species Habitat Designation or Recovery Efforts.*

ECO Activities FY 2013	Share	Eastern Arizona Events	Other In State Events	Out of State Events	Research & Position Writings	Stakeholders Activities	Total Activities
Program 3 (Species)	20%	25	20	5	15	35	100
Total	100%	125	100	25	75	175	500

Measurable Outcomes

As a result of its engagement in Program 3 (Species), ECO - in collaboration with other entities, most notably the Arizona Game and Fish Department - achieved the following outcomes:

- 1) Satisfactory and timely resolution and disbursement by the Mexican Wolf Interdiction Fund Stakeholder Council of all FY 2013 compensation claims for grazing strategies constraints, interdiction, damage, and depredation.
- 2) Full funding of the Mexican Wolf Interdiction Fund Stakeholder Council for FY 2013.
- 3) ECO becoming a signatory of the Mexican Wolf Cooperators MOU in FY 2013.

- 4) Participation in the jaguar habitat designation dialog.

However, despite ECO's engagement in Program 3 (Species) the following outcomes were not collectively achieved during FY 2013:

- 1) Completion by December 2013 of the revision of the 1982 Mexican Wolf Recovery Plan undertaken in December 2010.
- 2) Complete subordination of additional wolves releases in the Blue Range Wolf Recovery Area to the completion by the USFWS of the revision of the 1982 Mexican Wolf Recovery Plan.

Nonetheless, and arguably due in large part to ECO's engagement in Program 3 (Species), and to the Arizona Game and Fish Department's efforts, the following outcome was achieved during FY 2013:

- 1) Partial subordination of additional wolves releases in the Blue Range Wolf Recovery Area to the completion by the USFWS of the revision of the 1982 Mexican Wolf Recovery Plan.

Need for Further Action

The June 13, 2013, publication in the Federal Register of Docket No. FWS-HQ-ES-2013-0073 *Removing the Gray Wolf (Canis lupus) From the List of Endangered and Threatened Wildlife and Maintaining Protections for the Mexican Wolf (Canis lupus baileyi) by Listing It as Endangered*, and Docket No. FWS-R2-ES-2013-0056 *Proposed Revision To the Nonessential Experimental Population of the Mexican Wolf* propose a considerable revision and expansion of the recovery program and are likely to trigger a considerable opposition in Arizona unless very specific management conditions are met. In consequence, ECO intends to continue its engagement in Program 3 (Species) during FY 2014 in order to achieve an ecologically, economically and socially appropriate and acceptable revision process.

Program 4: Support for, and Participation in the Development and Implementation of an Effective Planning and Execution Strategy for the Protection and Development of Eastern Arizona Infrastructures

Background

In addition to their threats to the communities and ecosystems, the continued risk of catastrophic wildfires in the forests of northern Arizona threatens the infrastructures delivering the electrical power generated in eastern Arizona to the urban centers of central and south Arizona; the infrastructures collecting and delivering the water provided by the eastern Arizona watersheds to the urban centers of central Arizona; and, the transportation infrastructures necessary to the economic well-being of the ECO Counties.

Simultaneously, the long term progressive decrease and ultimately the virtual disappearance of the role of the logging and wood industry in northern Arizona over the last 30 years have affected the requirements for the rebuilding and maintenance of the transportation infrastructures in eastern Arizona. As a result, several state highways and county roads necessary to the implementation of industry supported landscape scale restoration may not have been rebuilt or maintained to the specifications required by continuous commercial use for logging or wood industry traffic.

Conversely, the implementation of restoration efforts in northern Arizona creates new demands on the northern Arizona transportation infrastructures, and the acceleration of the restoration efforts to landscape scale, expected to result in the mechanical treatment of up to 50,000 acres annually for a period of 20 years, will result in the transportation on state highways and county roads of approximately 1.7 million tons of logs and 600,000 tons of residual biomass annually, which equates to approximately 90,000 annual truck runs, or approximately 360 daily truck runs. Such increased commercial traffic on state highways and county roads will thoroughly tax the financial ability of the Arizona Department of Transportation and the ECO Counties, as well as Coconino County, to provide the adequate transportation infrastructure and fund its adequate maintenance.

Further, the Arizona road transportation maximum gross weight of 80,000 lbs. is lower than the maximum weight allowed in several neighboring states such as New Mexico (86,400 lbs.), Colorado (85,000 lbs.), Nevada (129,000 lbs.), and other wood producing western states such as Wyoming (117,000 lbs.), Idaho (105,500 lbs.), or Washington (105,500 lbs.).

Issues

Five infrastructure issues were of particular concern to the ECO Counties:

- 1) Several state highways (specifically Highway 273 and Highway 261) in the White Mountains, as well as possibly other state highways and county roads in the ECO Counties area, as well as in Coconino County, were not legally usable by commercial logging traffic. As a consequence, significant funding may be required to bring some portions of the eastern Arizona transportation infrastructure to commercial specifications.

- 2) The expected imminent implementation of landscape scale restoration in eastern Arizona will create constraints and wear and tear unprecedented in recent decades on some state highways and county roads. As a consequence, additional funding will be required to maintain some portions of the eastern Arizona transportation infrastructure expected to be used intensively by the logging transportation fleet.
- 3) The lower maximum gross weight of 80,000 lbs. legally allowed on the Arizona road transportation infrastructure creates a competitive disadvantage for the Arizona wood industry compared to the wood industry operating in most of the western states.
- 4) Water collection and distribution infrastructures in eastern Arizona continue to be put at existential or significant risk by the threat of additional catastrophic wildfires in the forests of eastern Arizona.
- 5) Power infrastructure corridors in eastern Arizona continue to be put at existential or significant risk by the threat of additional catastrophic wildfires in the forests of eastern Arizona.

Strategic Objectives

ECO was committed to participate in the development and implementation of an effective planning and execution strategy for the protection and development of eastern Arizona infrastructures, in order to insure:

- 1) The systemic and systematic verification that all state highways and county roads necessary to the implementation of landscape scale restoration are certified for, or rebuilt to, commercial use specifications.
- 2) The funding by federal and state partners of the rebuilding (if necessary) and appropriate maintenance (as required) of all state highways and county roads necessary to the implementation of landscape scale restoration.
- 3) The prioritization of treatments in the power and water infrastructures corridors, after the direct protection of communities, in all the ECO Counties, as well as Coconino County.
- 4) The increase of the lower maximum gross weight of 80,000 lbs. legally allowed on the Arizona road transportation infrastructure to at least 85,000 lbs.

Execution Strategy

To fulfill these objectives, it was the strategy of ECO to:

- raise the visibility of the issues;
- make them priority items with the state and federal partners;
- develop bilateral relationships with the utilities operators, especially the Salt River Project (SRP), Arizona Public Service (APS) and Tucson Electric Power (TEP);
- develop a bilateral relationship with the Arizona Department of Transportation (ADOT);

- continue and expand its bilateral work with the USFS and the Arizona State Forestry Division to promote the protection of power and watershed infrastructures, and the development and maintenance of the transportation infrastructure required by the implementation of landscape scale restoration;
- actively engage in and when necessary initiate the appropriate work with the federal, state and local agency, community, university, industry and environmental constituency partners;
- attend, participate in, and when necessary host the appropriate meetings, workgroups, field trips, and outreach efforts with said partners;
- provide economic viability, financial feasibility, community desirability, social license sustainability, and political acceptability analysis and guidance as required;
- provide political advocacy for the protection, development, and maintenance of the eastern Arizona infrastructures with local, state and federal executive and legislative elected officials and political appointees.

Allocated Resources

ECO expended 20% of its resources on Program 4: *Support for, and Participation in the Development and Implementation of an Effective Planning and Execution Strategy for the Protection and Development of Eastern Arizona Infrastructures.*

ECO Budget FY 2013	Share	Payroll	Taxes & Benefits	Travel	Others	Total
Program 4 (Infrastructures)	20%	\$16,350	\$4,905	\$2,300	\$2,245	\$25,800
Total	100%	\$81,750	\$24,525	\$11,500	\$11,225	\$129,000

ECO Funding FY 2013	Counties Appropriations	ECO Funding	Other Funding	Deficit Funding	Total	Match
Program 4 (Infrastructures)	\$15,000	\$6,000	\$0	\$4,800	\$25,800	72%
Total	\$75,000	\$30,000	\$0	\$24,000	\$129,000	72%

Performance Measures

ECO dedicated 20% of its activities to Program 4: *Support for, and Participation in the Development and Implementation of an Effective Planning and Execution Strategy for the Protection and Development of Eastern Arizona Infrastructures.*

ECO Activities FY 2013	Share	Eastern Arizona Events	Other In State Events	Out of State Events	Research & Position Writings	Stakeholders Activities	Total Activities
Program 4 (Infrastructures)	20%	25	20	5	15	35	100
Total	100%	125	100	25	75	175	500

Measurable Outcomes

As a result of its engagement in Program 4 (Infrastructures), ECO - in collaboration with other entities, most notably the Arizona State Forestry Division - achieved the following outcomes:

- 1) The ADOT certification for commercial use of all the state highways and county roads necessary to the implementation of landscape scale restoration in eastern Arizona, by December 2013.
- 2) The prioritization by USFS of treatments in the power and water infrastructures corridors, after the direct protection of communities, in all the ECO Counties, as well as Coconino County.

However, despite ECO's engagement in Program 4 (Infrastructures) the following outcomes were not collectively achieved during FY 2013:

- 1) Legislation signed into law for the increase of the maximum gross weight of 80,000 lbs. legally allowed on the Arizona road transportation infrastructure to at least 85,000 lbs. during the 2013 legislative session.

Nonetheless, and due in part to ECO's engagement in Program 4 (Infrastructures) and to the efforts of the Arizona State Forestry Division, the following outcome was achieved during FY 2013:

- 1) Initiation of a dialog with the Arizona Department of Transportation and with members of the Legislature about the establishment by the end of Fiscal Year 2014 (if the 4FRI treatments are ramped up to the contracted level of at least 15,000 acres in FY 2014 and appear to be on track to be ramped up to the contracted level of 30,000 acres per year thereafter) of a mechanism with federal and state partners to fund the rebuilding (if necessary) and the appropriate maintenance (as required) of all state highways and county roads necessary to the implementation of landscape scale restoration in eastern Arizona.

Need for Further Action

The implementation of landscape scale forest restoration efforts in eastern Arizona will create new demands on the eastern Arizona transportation infrastructures. The mechanical treatment of up to 50,000 acres annually for a period of 20 years, will result in the transportation on state highways and county roads of approximately 1.7 million tons of logs and 600,000 tons of residual biomass annually, which equates to approximately 90,000 annual truck runs, or approximately 360 daily truck runs. Such increased commercial traffic on state highways and county roads will thoroughly tax the financial ability of the Arizona Department of Transportation and the ECO Counties, as well as Coconino County, to provide the adequate transportation infrastructure and fund its adequate maintenance.

It is necessary to establish by the end of Fiscal Year 2014 (if the 4FRI treatments are ramped up to the contracted level of at least 15,000 acres in FY 2014 and appear to be on track to be ramped up to the contracted level of 30,000 acres per year thereafter) a mechanism with federal and state partners to fund the rebuilding (if necessary) and the appropriate maintenance (as required) of all state highways and county roads necessary to the implementation of landscape scale restoration in eastern Arizona.

In consequence, ECO intends to continue its engagement in Program 4 (Infrastructures) during FY 2014 in order to achieve the above outcome.

Fiscal Year 2013 Budget

The ECO total operating budget for fiscal year 2013 identified the expenditure of \$129,000 funded by \$75,000 of ECO appropriation; \$30,000 of Eastern Arizona Counties Organization (ECO) funding; and \$24,000 of deficit spending.

ECO Budget FY 2013	Share	Payroll	Taxes & Benefits	Travel	Others	Total
Program 1 (WMSC)	20%	\$16,350	\$4,905	\$2,300	\$2,245	\$25,800
Program 2 (4FRI)	40%	\$32,700	\$9,810	\$4,600	\$4,490	\$51,600
Program 3 (Species)	20%	\$16,350	\$4,905	\$2,300	\$2,245	\$25,800
Program 4 (Infrastructures)	20%	\$16,350	\$4,905	\$2,300	\$2,245	\$25,800
Total	100%	\$81,750	\$24,525	\$11,500	\$11,225	\$129,000

ECO Funding FY 2013	Counties Appropriations	ECO Funding	Other Funding	Deficit Funding	Total	Match
Program 1 (WMSC)	\$15,000	\$6,000	\$0	\$4,800	\$25,800	72%
Program 2 (4FRI)	\$30,000	\$12,000	\$0	\$9,600	\$51,600	72%
Program 3 (Species)	\$15,000	\$6,000	\$0	\$4,800	\$25,800	72%
Program 4 (Infrastructures)	\$15,000	\$6,000	\$0	\$4,800	\$25,800	72%
Total	\$75,000	\$30,000	\$0	\$24,000	\$129,000	72%

The ECO FY 2013 budget was implemented as scheduled.

Fiscal Year 2013 Performance Measures

The ECO total activities plan for fiscal year 2013 included 500 discrete activities, including 125 Eastern Arizona Events, 100 other in-state events, 25 out-of-state events, 75 research and position writings, and 175 stakeholders activities.

ECO Activities FY 2013	Share	Eastern Arizona Events	Other In State Events	Out of State Events	Research & Position Writings	Stakeholders Activities	Total Activities
Program 1 (WMSC)	20%	25	20	5	15	35	100
Program 2 (4FRI)	40%	50	40	10	30	70	200
Program 3 (Species)	20%	25	20	5	15	35	100
Program 4 (Infrastructures)	20%	25	20	5	15	35	100
Total	100%	125	100	25	75	175	500

The ECO FY 2013 performance measures were implemented as scheduled.

Conclusion

After years of efforts, the long term vision of ECO initiated in 1993 toward the planning and implementation of specific environmental programs impacting economic development has been vindicated in FY 2013 by significant progress.

Discrete milestone examples include, among others:

1) Post WMSC “Bridging the Gap” program in the White Mountains:

- I. 2014 Projects
 - Vernon Mud (2,500 acres)
 - Timber Knoll (1,000 acres)
 - Timber Mesa Doyle (4,500 acres)
- II. 2015 Projects
 - Twin (10,000 acres)
- III. 2016 Projects
 - Porter Mountain (7,000 acres)
 - Timber Mesa Vernon (5,000 acres)

Assuming a treatment and wood consumption rate of ~7,000 acres per year, these projects will provide fiber for the existing White Mountains wood industry for approximately 4 years and are expected to bridge the gap between the end of the WMSC; the completion of more upcoming “Bridging the Gap” projects in FY 2014 such as the Larson, East Escudilla, and Upper Rocky restoration projects; and, the implementation of the 2nd analysis area of 4FRI.

2) Four Forest Restoration Initiative (4FRI):

- I. The publication in February 2013 of the 4FRI Draft Environmental Impact Statement (DEIS) is a major milestone toward a socially supported Record of Decision (ROD) allowing the implementation by appropriately scaled industry of up to 50,000 acres of ecological restoration treatments in four national forest in eastern Arizona.
- II. The decision in June 2013 by failed contractor Pioneer Forest Products LLC to transfer the 4FRI contract to a new contractor assumedly to be deemed able to perform by the US Forest Service as a result of the Novation Agreement due diligence, may remove a critical stumbling block in the execution of 4FRI.

Assuming the on-schedule publication of the 4FRI Final EIS and ROD during the spring of 2014 and the funding and implementation at contracted scale of the 4FRI contract by the new contractor, the 4FRI project may yet succeed to implement effective landscape scale forest restoration in eastern Arizona starting in 2014.

3) ADOT Emergency Rulemaking *State Highways; Suspensions of Weight Limits or Length Restrictions; Forest Products* – April 24, 2013:

- I. Suspension of weight limit for State Routes 261 and 273.
- II. Clarification of length restriction for State Route 180 and 191.

As an outcome of several months of work between the Counties; Arizona State Forestry Division; Arizona Department of Transportation; the Arizona Legislature; and, the office of the Governor of Arizona, this decision marks a turning point in how the ecological and economic issues of the ECO Counties are integrated in the state partner decision-making.

4) USFWS Decision Memo *Mexican Wolf AM1051 and AF 1126 (Coronado Pack)* – June 7, 2013:

- I. Cancellation of the decision to release two additional Mexican Wolves in Arizona (Fish Bench, Apache County).

As an outcome of several months of work between the Counties; Arizona Game and Fish Department; and, the US Fish & Wildlife Service, this decision may mark a turning point in how the ecological, economic and social issues of the ECO Counties are integrated in the federal partner decision-making.

However, in the words of World War II British leader Churchill: “Now this is not the end, it is not even the beginning of the end, but it is, perhaps, the end of the beginning”. Much work remains to be done for the ECO vision of integrated and mutually supportive ecologic sustainability, economic sustainability, and social sustainability to become a vibrant reality. Chief among the objectives of ECO for Fiscal Year 2014 are:

- 1) Insuring that the 4FRI 1st analysis area DEIS indeed becomes a socially sustainable EIS and ROD, and insuring that the 4FRI contractor actually funds the investment and executes the contract.
- 2) Insuring that the 4FRI 2nd analysis area DEIS and contract provide successor mechanisms to the White Mountain Stewardship Contract.

In parallel to this effort, renewed radicalization of the dialog about the Mexican Wolf; the emergence of an effort to designate habitat for the Jaguar, possibly leading to efforts to seek its reintroduction; continued concerns for the protection and operation of the eastern Arizona power infrastructures; and mounting concerns about the ability of the eastern Arizona transportation infrastructure to withstand the implementation of landscape scale restoration justify the full engagement of ECO. Chief among the objectives of ECO for Fiscal Year 2014 are also:

- 3) Insuring that the Mexican Gray Wolf Recovery Program, and other species management efforts do not create undue constraints on the custom, cultures and economic well-being of the ECO Counties.
- 4) Insuring that the eastern Arizona infrastructure is capable to withstand the continued threat of additional catastrophic wildfires, as well as the commercial traffic created by the implementation of landscape scale restoration.

Additionally, progress as well as challenges in the implementation of the current ECO programs indicate the need for ECO to get involved in FY 2014 with the issues of:

- 5) Eastern Arizona watersheds restoration and management;
- 6) Counties' natural resources management policies, objectives and plans;
- 7) Public lands management in the West.

ECO's responsibility is increasing with these challenges, and so is its engagement and action, stressing even further the disconnection between its current and upcoming workload, and its current funding level. It is hoped that the results obtained by ECO's engagement in issues critical to the State of Arizona will justify resuming the funding of ECO's efforts at a higher level and, in time, at its former level, as ECO \$24,000 deficit funding for fiscal year 2013 is not sustainable in the long term.

ARF-2497

Consent Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Michael O'Driscoll, Health & Emergency Services Division Director **Submitted By:** Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division

Department: Health & Emergency Services Division **Division:** Emergency Services

Information

Request/Subject

AG Contract No. CTY14-0004-ASF-SFO - Arizona State Forester's Cooperative Intergovernmental Agreement.

Background Information

The current Cooperative Intergovernmental Agreement (IGA) with the Arizona State Forester was signed April 19, 2010, and expired on April 15, 2014. An updated IGA for 2014 was provided to this department on April 14th for review and signature.

The purpose of this IGA is to define the State and County partnership for the protection of forests and wild lands in terms of prevention and response activities and related costs.

Evaluation

The 2014 IGA has revised language and formatting from the 2010 document, including:

Expiration:

2014 - 4 years with required review every 2 years (This Agreement shall be reviewed every (2) two years at a meeting of both parties to assess continuing necessity and viability.)

2010 - 5 years

Renewal:

2014 - This Agreement will be automatically renewed for successive periods of (4) four-years unless either party shall give notice in writing to the other not less than (30) thirty days nor more than (90) ninety days prior to the initial or renewed expiration date.

2010 - No automatic renewal

Cancellation:

2014 - not less than 30 days notice written mutual consent

2010 - not less than 60 days notice written mutual consent

Reimbursement:

2014 - Defined in detail under Section 1. B, C, D E.

2010 - Paragraph - Terms and Conditions 1.0

Mutual Agreements:

2014 - Includes paragraph 4.G Third-Party Antitrust Violations

2010 - Insurance and liability are specifically defined

Conclusion

The 2014 IGA cites state and federal law to support the language changes in the agreement.

Recommendation

The Division Director of Health & Emergency Services recommends approval of AG Contract No. CTY14-0004-ASF-SFO - Arizona State Forester's Cooperative Intergovernmental Agreement for the period of (4) years from the date of final signature.

Suggested Motion

Approval of AG Contract No. CTY14-0004-ASF-SFO - Arizona State Forester's Cooperative Intergovernmental Agreement for the period of (4) years from the date of final signature to define the State and County partnership for the protection of forests and wild lands in terms of prevention and response activities and related costs.

Attachments

2014 AZSF IGA

2010 AZSF IGA

Legal Explanation

ARIZONA STATE FORESTER'S
COOPERATIVE INTERGOVERNMENTAL AGREEMENT

This Cooperative Agreement is made by and between Gila County (County), and the State Forester.

This Agreement supersedes all previous Cooperative Agreements and will be effective for a period of (4) four-years from the date of final signature, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This Agreement shall be reviewed every (2) two years at a meeting of both parties to assess continuing necessity and viability. This Agreement will be automatically renewed for successive periods of (4) four-years unless either party shall give notice in writing to the other not less than (30) thirty days nor more than (90) ninety days prior to the initial or renewed expiration date. Further, this Agreement may be cancelled by either Party at any time upon (30) thirty-day written notice to the other party. At the termination of this Agreement, each party shall return to the other party any equipment belonging to that party.

RECITALS:

WHEREAS the County and State Forester wish to enter into a Cooperative Agreement for the protection of forests and wildlands, and assistance with fire and nonfire national, state, and county emergencies and multiagency logistical support in this state and other states;

WHEREAS the State Forester and the County have a duty and responsibility to respond to wildland fire and other nonfire national, state and county emergencies;

WHEREAS the State Forester is authorized to enter this Cooperative Intergovernmental Agreement under A.R.S. Sections 37-623(F) and 37-623.02,

WHEREAS the County is authorized to enter this Cooperative Intergovernmental Agreement under A.R.S. 11-251.61 and .63 and 26-308,

WHEREAS it is an Intergovernmental Agreement entered into pursuant to A.R.S. §11-952; and

NOW THEREFORE, the parties to this agreement do hereby agree as follows:

1. THE STATE AGREES:

- A. To pay and reimburse the County for County resources used for incident support, and other incident related activities within the State's jurisdiction at the rates established per the Cooperative Fire Rate Agreement (State Form FM104) on file with the State Forester;
- B. To reimburse the County under an approved Federal Emergency Management Agency Fire Management Assistance Grant (FMAG) for eligible costs relating to Essential Assistance as described under Subpart C, 204.42, CFR 44 and Section 403 Robert T. Stafford Disaster Relief and Emergency Assistance Act 42 U.S.C. 5121. These costs are commonly known as Category B expenses and must be incurred during the declared emergency period as defined in the grant declaration. Under an approved FMAG, the State shall reimburse the county 90% (75% Federal share, 15% State share) of its eligible costs. The remaining 10% cost share is borne by the County.
- C. That resource orders originating from the County and ordered through the County Emergency Operation Center will be considered potential Category B expenses.
- D. That resource orders originating from the Incident and ordered through the State Forestry Dispatch Center will be considered potential Category H (direct fire fighting) expenses.
- E. To provide State Forestry resources and resources under State Forestry agreement to the County for wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies, for incidents that originate on county owned property, when requested by the County and deemed available by the State Forester. Per A.R.S. 37-623.02H, the State Forester may require reimbursement for cost incurred for these requested resources. Payment for the State's resources will be negotiated as

soon as practical after each request and will be based upon one or more of the following factors: the type of request, resources furnished, jurisdiction, land ownership, threat to State jurisdiction, state or federal emergency declaration status, and the actual cost of those resources to the State.

- F. To make available organization and training technical assistance and other expertise to the County as staffing may allow;
- G. To make available such equipment as can be obtained and is suitable for the use of the County in fire management and emergency work;
- H. The County may purchase wildland firefighting equipment and supplies through the State Forester's procurement system.

2, THE COUNTY AGREES:

- A. The County Emergency Manager shall be the coordinator for all County Departments for the implementation of this agreement.
- B. Reimbursement for emergency assistance and cooperation provided by the County at the request of the State for emergency services shall be pursuant to the Cooperative Fire Rate Agreement (State Form FM 104).
- C. That no reimbursement for loss of County equipment due to ordinary wear and tear will be made. Condition of equipment to be determined by inspection conducted at check-in to and demobilization from an incident.
- D. To submit claims for reimbursement to the State within thirty (30) days after release of its personnel and/or equipment in the manner and form prescribed by the State; in the event of a Federal Declaration, timeframes for submission of claims for reimbursement will be extended to conform with direction provided in the emergency declaration; Said manner and form are available in the Arizona State Forestry Billing Procedures Manual. This Billing Procedures Manual is available on the Arizona State Forestry website at <http://www.azsf.az.gov>;
- E. To participate to the extent possible in fire prevention activities as requested by the State;
- F. That County resources assigned to an incident will accept direction and supervision by the State Forester or his duly authorized representatives while engaged in fire suppression and emergency related activities at the State's request;
- G. To maintain emergency incident training qualifications as set forth by the State; Qualifications are defined in the National Wildfire Coordinating Group (NWCG) publication Wildland Fire Qualifications Subsystem Guide Handbook 310-1, and as defined by the Federal Emergency Management Agency (FEMA) and documented as part of the National Incident Management System (NIMS);
- H. To accept and use equipment obtained from the State pursuant to this agreement ("Assigned Equipment"); to maintain the Assigned Equipment in operable condition and state of readiness, and promptly report any loss or damage of such equipment to the State; to obtain prior approval for any planned alterations of the Assigned Equipment from the State; to provide adequate shelter from the weather elements for the Assigned Equipment; upon request, the Cooperator will promptly provide the State Forester with a report of the condition of Assigned Equipment; that the Assigned Equipment may not be sold, transferred, loaned or otherwise disposed of, or traded, but must be returned to the State Forester; the assigned equipment will be painted and identified and marked in a manner that will indicate the cooperation between the County and the State; and if the equipment is not used as provided by this agreement, the State Forester may remove said equipment upon written notification.

3. JOINT PROJECTS:

The County and the State may jointly conduct appropriate mutual interest projects from time to time to maintain and improve the parties' emergency services and fire protection capability. Such projects will be documented and will set forth the objective of each undertaking and the role each agency will play in accomplishing that objective. The documentation shall show the anticipated cost, the amount of each agency's share of the cost, and the anticipated duration of the undertaking. Project specific work agreements may be developed to exchange funds between the County and State.

4. MUTUAL AGREEMENTS:

- A. That every obligation of the State Forester or the County under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation; if funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments for any damages as a result of termination under this paragraph.
- B. Amendments: This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
- C. Dispute Resolution: In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. Section 12-1518.
- D. Inspection and Audit of Records: Pursuant to A.R.S. Sections 35-214 and -215, the County shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State Forester or State Auditor General at all reasonable times. Upon request, the County shall produce the original of any and all such records at the offices of the State Forester.
- E. Cancellation for Conflict of Interest: Pursuant to A.R.S. Section 38-511, the State may, within three years after its execution, cancel this contract, 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, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to this contract in any capacity, 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 written notice from the Governor is received by all other parties to the contract of the cancellation, unless the notice specifies a later time.
- F. Nondiscrimination: The parties agree to comply with Arizona Governor's Executive Order 99-4 - "Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Contractors and Subcontractors."
- G. Third-Party Antitrust Violations: The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Cooperator toward fulfillment of this Agreement.
- H. Notices: All notices required by this agreement shall be in writing delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.

State Forester:

Office of the State Forester
1110 West Washington, Suite 100
Phoenix, AZ85007
602-771-1400
602-771-1421 fax

_____ Gila _____ County:
Health & Emergency Services
Attn: Emergency Management
5515 S. Apache Avenue, Suite 400
Globe, AZ 85501
928-402-8767
928-425-7714

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

State of Arizona Arizona State Forester By _____ Scott Hunt State Forester Date: _____	Gila _____ County . By _____ Michael A. Pastor, Chairman Date: _____
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INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

Approved as to Form:	Approved as to Form:
By _____ Assistant Attorney General Arizona State Forestry Division	By _____ Bryan B. Chambers, Deputy Attorney Principal
Date: _____	Date: _____

COPY

COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE STATE OF ARIZONA
AND GILA COUNTY

AGREEMENT NO. KR-02-0025-LNR- FIR
Amendment # 1

This is an Intergovernmental Agreement entered into pursuant to A.R.S. § 11-952.

GILA COUNTY
EMERGENCY MANAGEMENT

PURPOSE

The purpose of this Intergovernmental Agreement ("Agreement") is to provide mutual emergency assistance and cooperation between the Arizona State Forestry Division, through the State Forester, Forestry Division (the State), and ("County"). Specifically, the State is charged with the fire and emergency protection on State and certain private lands within the boundaries of the State of Arizona and the County is responsible for emergency services within and adjacent to the lands for which the State is responsible and for emergency services on those lands within the County. The parties' intent is to cooperate to achieve their mutual objectives of maintaining and operating emergency services for the protection of citizens within the parties' respective jurisdictions.

AUTHORITY

The State Forester has authority to enter into this Agreement on behalf of the state pursuant to A.R.S. § 37-623. The County has authority to enter into this Agreement pursuant to A.R.S. §§ 26-307 and -308.

DURATION

This agreement shall commence on the last signatory date below and shall continue for five years, unless sooner terminated upon sixty (60) days' written mutual consent of the parties hereto. At the termination of this Agreement, each party shall return to the other party any equipment belonging to that party.

TERMS AND CONDITIONS

1. Interagency Cooperation

Either party to this agreement may request the other's cooperation and emergency assistance for fire and emergency protection. The State and the County will develop a Cooperative Fire Rate Agreement that will document detailed dispatch procedures consistent with State and County policy. The Cooperative Fire Rate Agreement will be in substantially the same form as Exhibit A to this Agreement. The terms of each Cooperative Fire Rate Agreement plan, as approved by the County Emergency Management Director and the State Forester, shall become part of this Agreement. Reimbursement for emergency assistance and cooperation provided by one party to the other party for fire and emergency protection shall be pursuant to the Cooperative Fire Rate Agreement.

2. Dispatching Services:

Routine dispatching services by the County will be at no cost to the State. If additional dispatching services are requested through the State those services will be reimbursed.

25715

10.14.08



County "emergency services" include but are not limited to: police barricading and traffic control, extraordinary emergency operations center expenses, evacuations and sheltering, search and rescue, arson investigation teams, public information and the limited removal of trees that pose a threat to the general public.

4. Purchasing of Safety Equipment

Allow the COUNTY to purchase wildland firefighting equipment and supplies through the State Forester's procurement system.

IT IS MUTUALLY AGREED:

1. Non-Availability of funds: Every payment obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments for any damages as a result of termination under this paragraph.
2. Amendments: This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
3. Dispute Resolution: In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. Section 12-1518.
4. Inspection and Audit of Records: Pursuant to A.R.S. Sections 35-214 and -215, each party shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of the contract. All Records shall be subject to inspection and audit by the other party at reasonable times.
5. Notices: All notices required by this agreement shall be in writing delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.
6. Nondiscrimination: The parties agree to comply with Arizona Governor's Executive Order 99-4 - "Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Contractors and Subcontractors."
7. Cancellation for Conflict of Interest: Pursuant to A.R.S. Section 38-511, the State may, within three years after its execution, cancel this contract, 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, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to this contract in any capacity, 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 written notice from the Governor is received by all other parties to the contract of the cancellation, unless the notice specifies a later time.

8. 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.

In addition, the County shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

Insurance Requirements for Any Contractors Used by the County to the Intergovernmental Agreement:

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE**

Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

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

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

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

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

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

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

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

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

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

C. NOTICE OF CANCELLATION

Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(Arizona State Forestry Division, 1110 W. Washington, Suite 100, Phoenix, AZ 85007)** and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE

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

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

All certificates required by this Contract shall be sent directly to **(Arizona State Forestry Division, 1110 W. Washington, Suite 100; Phoenix, AZ 85007)**. The State of Arizona project/contract number and project description are to be noted on the certificate of

insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS**

Contractor's certificate(s) shall include all subcontractors as Insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL**

Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

H. **EXCEPTIONS**

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

State Forester:

State Forester
Arizona State Land Department
Fire Management Division
2901 West Pinnacle Peak Road
Phoenix, AZ 85027
(602) 255-4059

County:

MAZ
County Emergency Management Director
GILA
County
1400 E ASH
Address
GLOBE, AZ, 85501
City, State, Zip Code
(928) 402-8764
Phone Number

This agreement supersedes all previous agreements of whatever kind between the parties and will
County agreements May 2002

become effective upon filing with the Secretary of State and will continue in force from year to year unless terminated by either party by thirty days written notice to the other, provided, however, that all of the provisions herein are complied with.

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

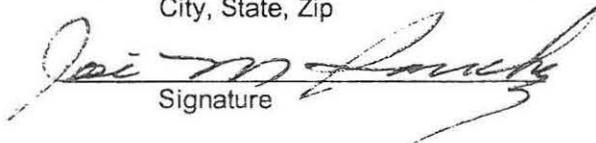
Chairman, Board of Supervisors:

Jose M. Sanchez
(Print Name)

1400 E. Ash Street
Address

Globe, Arizona 85501
City, State, Zip

(928) 425-3231
Business Phone


Signature

Witness 
Steve Besich, Clerk
Witness

Chairman
Title

Date 6/24/08

STATE FORESTER:

Kirk Rowdabaugh
Print Name

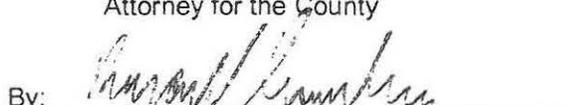
Signature

Date: 7-1-08

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

Attorney General
By: 
Assistant Attorney General
Attorney for State Forester
Date: 7/23/08

Attorney for the County
By: 
Date: June 16, 2008



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-2504

Consent Agenda Item 4. D.

Regular BOS Meeting

Meeting Date:	05/06/2014		
Submitted For:	Paula Horn, Deputy Director of Prevention Services	Submitted By:	Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Prevention Services
Fiscal Year:	2014	Budgeted?:	Yes
Contract Dates Begin & End:	07/01/14 through 06/30/19	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Offer and Acceptance of Solicitation No. ADHS14-00003830 with Arizona Department of Health Services.

Background Information

Gila County Division of Health and Emergency Services (GCHES) has been providing services for the High Risk Perinatal Program/Newborn Intensive Care Program Community Nursing since 1999. The current contract was signed by the Board on March 30, 2009, and will expire on June 30, 2014. The Request for Proposal was released and was received on April 2, 2014, and the solicitation due date is April 24, 2014, at 3:00 p.m.

Evaluation

The contract will replace the current contract number HP961245. If GCHES is selected based on its proposal, GCHES will continue to provide home visitation services. The objective of the program is to assist in the smooth transition of medically fragile Newborn Intensive Care Program (NICP) enrolled infants and their families from the NICU to home and to provide family centered, culturally, developmentally appropriate, and evidence-based coordinated home visiting services to these infants and other children/families identified with special health care needs. This care will include collaborating with the mothers on issues related to their own well being in an effort to improve their ability to meet the needs of the enrolled infants and decrease the likelihood of a poor birth outcome with subsequent pregnancies.

Conclusion

Without this funding, GCHES would be unable to provide home visitation services to those vulnerable infants and families.

Recommendation

It is the recommendation of the Director of Health and Emergency Services that the Board of Supervisors approve the Offer and Acceptance solicitation number ADHS14-00003830 for the period of July 1, 2014, through June 30, 2017, subject to an additional successive period of twelve months per extension with a maximum aggregate including all extensions not to exceed five years.

Suggested Motion

Ratification of the Chairman's signature on Offer and Acceptance-Solicitation No. ADHS14-00003830 and the Vice-Chairman's signature on Amendment Nos. 1 and 2 to Solicitation No. ADHS14-00003830, and the submission of those documents to the Arizona Department of Health Services by the Health and Emergency Services Division in order to provide continued Newborn Intensive Care Program services on a fee for service basis for the period July 1, 2014, through June 30, 2017.

Attachments

Offer and Acceptance

Solicitation Amendment No. 1

Solicitation Amendment No. 2

Table of Contents

Executive Summary

Method of Approach

Experience and Expertise

Attachment B #3

Attachment B #2

Attachment B #1
Attachment C
Unit Price Sheet
Solicitation Part 1
Solicitation Part 2
Solicitation Part 3
Solicitation Part 4
Solicitation Part 5
Legal Explanation



Offer and Acceptance (Attachment A)

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams Street

Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

SOLICITATION NO.: ADHS14-00003830

PAGE
1

OFFFEROR:

OF
1

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

DUNS: 074462102

Gila County-Division of Health and Emergency Services

Company Name

5515 S. Apache Ave., Suite 100

Address

Globe

AZ

85501

City

State

Zip

phorn@gilacountyaz.gov

Contact Email Address

Signature of Person Authorized to Sign Offer

Michael A. Pastor

Printed Name

Chairman, Board of Supervisors

Title

Phone: 928-402-8813

Fax: 928-425-0794

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror 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. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ___IS/ ___IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. _____

The effective date of the Contract is _____

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona

Awarded this _____ day of _____ 20 14

Procurement Officer



SOLICITATION AMENDMENT 1

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams, Room 303
Phoenix, AZ 85007
(602) 542-1040
(602) 542-1741 fax

Solicitation Due Date: April 24, 2014

3:00 P.M. Local
Arizona Time

Contact: **Mr. Tracey Thomas**

**Acknowledge receipt of Amendment in ProcureAZ or
Submit a signed copy of this Amendment with your Solicitation Response.**

Solicitation No. ADHS14-00003830 is amended as follows:

1. The Table of Contents, Part Six (6), Attachments, is hereby revised by deleting Implementation Plan – Attachment D and Budget Development Guidelines and Worksheet Attachment E.
2. Part Two (2), Solicitation, Scope of Work, Section 1, Background is hereby revised as follows:

1.1 Goals

The goals of the Community Nursing Program are:

- 1.1.1 To reduce infant mortality and morbidity. This is accomplished by specially trained Community Health Nurses (CHN's) and other qualified health professionals who through a home visiting program complete a physical, developmental, psychosocial and environmental assessment of infants and children (please see the Policy and Procedure manual for a complete listing of qualified professionals), provide evidence based education, family support and early intervention along with referral services to community resources as needed and provide interconception support and education to the mother;
- 1.1.2 To assure that high standards of care and service are provided and maintained; and
- 1.1.3 To implement a family-centered, interdisciplinary approach to home based service.

Vendor hereby acknowledges receipt and understanding of above amendment

Tommie C. Martin

Signature

4/22/2014

Date

Tommie C. Martin

Name and Title:

Supervisor - District I

Name of Company:

Gila County

The above referenced Solicitation Amendment is hereby executed this ___ day of _____, 2014 in Phoenix, Arizona.

On File

Signature

Title: Christine Ruth, Chief Procurement Officer

1.1 Program Enrollment

1.1.1 In Federal Fiscal Year (FFY) 2012 there were 3,817 infants enrolled in NICP and in FFY 2013 there were 3,886 infants enrolled in NICP; and

1.1.2 ADHS anticipates that there will be approximately 3800 infants enrolled in NICP.

3. Part Two (2), Solicitation, Scope of Work, Section 3.1, Tasks, Item 3.1.2 is hereby revised and replaced with:

3.1.2 Identify and enroll infants, toddlers and children meeting the requirements for OCSHCN,

4. Part Two (2), Solicitation, Scope of Work, Section 4, Requirements, Item 4.4.2 is hereby revised and replaced with:

4.4.2 Map and/or list of zip codes of areas to be served, including but not limited to, the total projected number of clients to be served,

5. Part Two (2), Solicitation, Scope of Work, Section 6, Approvals, Item 6.3 is hereby revised and replaced with:

6.3 Review and approval of Quality Improvement Indicators shall be submitted to ADHS at formal site visits; and

6. Part Two (2), Scope of Work, Section 9, Notices, Correspondence, Reports and Invoices is hereby revised and replaced with:

Notices, Correspondence, Reports and Invoices from the Contractor shall be sent to:

7. Part Two (2), Exhibits, is hereby revised by attaching:

Exhibits One (1), HRPP/NICP Fact Sheet; and

Exhibit Two (2) Current HRPP/NICP Community Nursing Contracts in ProcureAZ

8. Part Five (5), Special Instructions to Offerors, Section 2, Proposal Requirements, Provision 2.4 Experience and Expertise, Item 2.4.4 is hereby revised and replaced with the following:

2.4.4 Provide three (3) references including past similar contracts that support your company's abilities to provide the proposed services. Use the format on Attachment B to include the Contract Title, a description of the services performed, Contract Term/Dates of Work, Reference Company, the Telephone Number, the Contact Person related to the referenced Contract and the Address with an authorized signature from reference. ADHS personnel shall not be provided as a reference.

9. Part Five (5), Special Instructions to Offerors, Section 2, Proposal Requirements, Provision 2.5, Pricing, is hereby revised and replaced with:

2.5 Pricing

2.5.1 Complete Item Pricing (located and completed in ProcureAZ under the Items Tab) by providing all-inclusive hourly rates for:

SERVICE DESCRIPTION	UNIT OF MEASURE
Regular Home Visit	Per Visit
Out of Town Home Visits (All class of visit) Thirty (30) or more miles from start point (home/office)	Per Visit
Out of County Home Visits(All class of visits)	Per Visit
Interim Local Home Visits	Per Visit
Shadowing Local Home Visits	Per Visit

Family Local Home Visits	Per Visit
Multi-Disciplinary Staffing Local Home Visits	Per Visit
NICP/ Other Sponsored Training – Local	Per Person/Per Day
NICP/ Other Sponsored Training - Non Local	Per Person/Per Day
Newborn Screening Follow-up	Per Visit
Low Risk Letter	Per Letter

10. Part Five (5), Special Instructions to Offerors, Section 5, Evaluation Criteria, is hereby revised and replaced with:

5. Evaluation Criteria:

In accordance with the A.R.S. § 41-2534, Competitive Sealed Proposals, awards shall be made to the responsible Offeror(s) whose proposal(s) is(are) determined in writing to be the most advantageous to the ADHS based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

Exceptions to Terms and Conditions, as stated in the Uniform Instructions Section C.4, will impact an Offeror's susceptibility for award.

5.1 Method of Approach (Methodology),

5.2 Experience and Expertise; and

5.3 Cost.

11. Part Six (6), Offer and Acceptance Page and Attachments, is hereby revised by replacing IFP with RFP in header of Attachments B and C.



SOLICITATION AMENDMENT 2

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, AZ 85007
(602) 542-1040
(602) 542-1741 fax

Solicitation Due Date: April 24, 2014

3:00 P.M. Local
Arizona Time

Contact: Mr. Tracey Thomas

**Acknowledge receipt of Amendment in ProcureAZ or
Submit a signed copy of this Amendment with your Solicitation Response.**

Solicitation No. ADHS14-00003830 is amended as follows:

1. Part Two (2), Solicitation, Exhibits, Exhibit One (1) is hereby revised by adding :

The Community Health Nurse Policy and Procedure Manual outlines the services provided by the CHNs, you may find this document on the HRPP/NICP webpage:

<http://www.azdhs.gov/phs/owch/publications/index.php?pg=highrisk>

2. Part Five (5), Special Instructions, Section 2.5, Pricing, Item 2.5.1 is hereby revised and replaced with:

Complete Item Pricing (located and completed in ProcureAZ under the Items Tab) by providing all-inclusive rates for:

SERVICE DESCRIPTION	UNIT OF MEASURE
Regular Home Visit	Per Visit
Out of Town Home Visits (All class of visit) Thirty (30) or more miles from start point (home/office)	Per Visit
Out of County Home Visits(All class of visits)	Per Visit
Interim Local Home Visits	Per Visit
Shadowing Local Home Visits	Per Visit
Family Local Home Visits	Per Visit
Multi-Disciplinary Staffing Local Home Visits	Per Visit
NICP/ Other Sponsored Training – Local	Per Person/Per Day
NICP/ Other Sponsored Training - Non Local	Per Person/Per Day
Newborn Screening Follow-up	Per Visit
Low Risk Letter	Per Letter

Vendor hereby acknowledges receipt and understanding of above amendment

Signature

4-24-14
Date

The above referenced Solicitation Amendment is hereby executed this ___ day of _____, 2014 in Phoenix, Arizona.

On File

Signature

Name and Title:

Tammie C. Martin
Vice Chairman

Name of Company:

Title: Christine Ruth, Chief Procurement Officer

HIGH RISK PERINATAL PROGRAM/NEWBORN INTENSIVE CARE PROGRAM

(HRPP/NICP) COMMUNITY NURSING TABLE OF CONTENTS

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Attachments:

- A: Offer and Acceptance**
- B: Offeror's References**
- C. Notices, Correspondence, Reports and Payments**

Executive Summary:

The Gila County Office of Health has been in existence since 1893. Our official title is The Division of Health and Emergency Services, Office of Health. Since 1999, we have been providing home visits through the HRPP/NICP Community Nursing Grant to residents of southern Gila County and added the northern part of Gila County in 2009. In the past 15 years this program has grown to provide the much needed services in our County. We currently are serving 12 clients, but have had as many as 25 clients. We are currently serving all of Gila County including the Tonto Apache Reservation and the San Carlos Apache Reservation which includes part of Graham County.

Our staff is committed to improving services offered to our residents. The staff providing services for this program are a CHN, Christine McCown NICP RN (see resume) and a bachelor's degree social worker overseen by the Health Services Program Manager (see job descriptions). Gila County does not contract with an early interventionist.

Orientation training is provided for all CHN's, social workers and Health Services Program Managers. This training is designed to give the staff an overview of all required program responsibilities, and allows staff to demonstrate their abilities to perform the necessary competencies to provide the program related services. New staff also receives orientation to the Gila County Health and Emergency Services policies and procedures. Site Specific Training is individualized to meet the specific demands of the various communities our staff provides services for. These training are on an as-needed basis.

Our CHN provides all home visits. Her home visits include a complete physical, developmental, psychosocial and environmental assessment of the infant. Education, early intervention services and family support are provided. Referrals are given as needed. Our staff makes every possible attempt to reach families within one week of receiving referrals, and to visit the infant and family within 2 weeks. In the beginning a family receives home visits every few months based on their medical needs. The CHN makes an average of 4-6 visits within the first year. The CHN also provides services to the mother. She does the postpartum depression score and provides her with educational and support services as needed.

The Program Manager for this contract will be the Health Services Program Manager. The Gila County Health Services Program Manager will be responsible for recruiting, hiring, training, supervision and ongoing professional competency of CHN's and social workers that have contact with infants, toddlers and families. The Program Manager will provide orientation, continuing education and supervision of all staff. Continuous Quality Improvement will be monitored through CHN visitation reports and the results reported to the state in our quarterly reports. The CHN will provide a satisfaction survey to all families on the 5th visit with the CHN. These surveys will be evaluated by the Health Services Program Manager. All required reports will be the responsibility of the Health Services Program Manager.

The Gila County Office of Health, Nursing Sections' vision is "Offering flexible client centered services and resources within program guidelines". Our values are "Accurately provide health

education, interventions and support with respect and integrity”. Our vision and values support the goals of the Community Nursing Program.

Method of Approach:

The Gila County Division of Health and Emergency Services will provide services through the High Risk Perinatal Program/Newborn Intensive Care Program-Community Nursing Services to residents of Gila County including the Tonto Apache and San Carlos Apache Indian Reservations. Our staff is committed to improving services offered to our residents. The staff providing services for this program are a CHN, Christine McCown NICP RN (see resume) and a bachelor's degree social worker overseen by the Health Services Program Manager (see job descriptions). We already see many of these clients for immunization and WIC services. We also provide space for regional Children's Rehabilitative Services for their pediatric orthopedic, cardiac, and genetic clinics. Providing NICP services allows us to improve our client/nurse relationship and reduce the amount of people involved in service delivery to these clients. Case management becomes easier due to less confusion about where to go and who to see.

The staff is familiar with the Office for Children with Special Health Care Needs (OCSHCN). This service is for families who do not meet the eligibility criteria for HRPP/NICP but could benefit from these services. We occasionally enroll children for OCSHCN, but this is rare. An instant would be when the Community Health Nurse visits a child qualified for NICP and the family requests an assessment be done on the older child because they were also born at 26 weeks and never enrolled in the NICP Program.

Orientation training is provided for all CHN's, social workers and Health Services Program Managers. This training is designed to give the staff an overview of all required program responsibilities, and allows staff to demonstrate their abilities to perform the necessary competencies to provide the program related services. Orientation training includes those items as outlined in the ADHS policy and procedure manual. Training is conducted by existing qualified department staff and ADHS qualified staff when necessary and available and ADHS recommended webcasts. All training is documented in the orientation/education log. Our CHN attends the annual meeting. Our current CHN also receives multiple trainings through her position as a clinical educator for the NICU. The Health Services Program Manager does an annual performance review for staff as well as also being evaluated by his/her supervisor.

Gila County does not have an early interventionist. Therefore our CHN always provides, not only the first home visit, but all subsequent visits. The CHN uses ages and stages for the developmental screening. The Ages and Stages categories are communication, gross motor, fine motor, problem solving, and personal social information and discussions are shared regarding appropriate development. Education is provided on Safe Sleep and car seat safety. Water safety is discussed in the summer; immunizations, and RSV in the winter. The CHN evaluates the child's sleeping facilities, the kitchen, and living room. On the first appointment, the CHN reviews to ensure that the mom is aware of all the follow-ups appointments. Monitor of physical growth is also done at every visit using a portable scale.

At the first visit the CHN does the postpartum depression score. If the mother is at risk for post-partum depression the CHN gives them a referral to their OB physician. In most cases the CHN stays with mother while she makes the call. The CHN also screens for family support,

especially if there is no father on the scene. The CHN discusses the importance of the mothers own health and the balance of work with home. Options for planning future pregnancies and the benefits of delaying a new pregnancy are discussed, along with birth control methods. For parents of premature children education is provided regarding the premature baby.

The CHN makes all efforts to contact the families within one week by phone. Many times the numbers provided by the hospitals are just contact numbers for while the baby is in the hospital. Once discharged it becomes very difficult to locate the families. Many of these families are extremely mobile. We do everything possible to try and contact all families within one week of receiving the NICP Enrollment and Discharge Forms. We also make every attempt to visit the family within two weeks of receiving the referrals. Many families, especially those who have had a first baby, usually prefer that visits be delayed past the two weeks because they have family providing the support they need.

In the beginning a family gets visited every few months based on their medical needs. The CHN makes an average for 4-6 visits within the first year. If there are no issues after one year of age and the child is walking, a discussion is held with the parents about discharging the child from the program. The family members are an integral part of the patient care process. Assessment information is shared with those in the family in order to help the child attain their greatest potential. The parents are the ultimate decision-makers for the child and can be their greatest advocate.

Gila County is a very rural county. According to the 2013 “Quick Facts” from the U.S. Census Bureau we have a population of 53,053 individuals. Gila County covers 4,757.93 square miles. This means there are approximately 11.3 persons per square mile. We are a poorer community with twenty percent of our residents are below poverty level. Only 18.9% of our residents have a bachelor’s degree or higher. There are no other CHN agencies in Gila County. We currently cover Graham County’s part of the San Carlos Apache Reservation. We have two hospitals in Gila County, one in Payson and one in Globe. Both hospitals are level one.

Some hospitals refer children to AZIP as well as the CHN program. During the initial contact the CHN questions the family to see if they have been contact by AZIP. If they are enrolled in AZIP, the CHN explains they are not qualified for both programs and closes the file. The CHN also makes referrals to AZIP if needed. If the child does not meet the path of the developmental evaluation, the CHN will give recommendations to improve their development by teaching the age appropriate milestones. In order for the family to be the most effective for the child, they must be supported and be taught the necessary skills to help the child. If the child still does not do well they are referred to AZIP. If the child has any physical problems, they are referred to their pediatrician. The child and family must have a positive relationship with their primary care provider. It is crucial to the child’s condition that the physician be aware of the child’s condition and progress towards elimination of any problems. Early assessment by the primary care physician is important for problem identification and intervention. Providers are kept abreast of the changing needs of the child. A plan is developed between the family, the CHN and the pediatrician.

Our CHN is very familiar with Gila County both off and on the reservations. She is more than willing to assist the ADHS Newborn Screening Program in locating families. She can assist in facilitating the collection and submission of another newborn screening test for infants with a previously abnormal test result.

The 2014 “Values” statement for the Gila County Office of Health Nursing Section is to “Accurately provide health education, interventions and support with respect and integrity”. In addition to providing orientation to new staff, we encourage staff continue with their education and utilize all training available through ADHS and the internet. Our current CHN is currently studying for her RN-BSN-MSN through Chamberlain College of Nursing. She is currently employed as the RN Clinical Educator for the NICU at Banner Health in the West Valley.

New staff is provided orientation according to Program Policies. Continuing Education is encouraged. Our new CHN’s normally shadow our current CHN’s or are sent to another county for shadowing. The State is helpful in giving us a list of contacts to schedule shadow visits. The CHN and the Program Manager discuss any concerns and seek to resolve any issues monthly and as needed. If they are unable to resolve the problem, they contact the State Program Manager.

We provide information to the State through our Quarterly QI reports. Our current goals are: locate all children referred to the program; contact each family within one week of receiving the referral; and visit each family within 2 weeks of receiving the referral. The CHN also provides a satisfaction survey during her 5th visit which are reviewed by the CHN and Program Manager.

We rarely get referrals for low risk babies. Most of the babies are moderate to high risk. If the child does not need to be seen, the CHN will discuss discharging the baby with the family. A letter is sent to the families stating that their child has been determined to be low risk and does not require an initial visit. If the family requests a follow-up visit the CHN will make a visit.

The Gila County Office of Health will provide services to all areas of Gila County including the San Carlos Apache and Tonto Apache Reservations, and the Gila/Graham portion of the San Carlos Indian Reservation. We project that we will be able to serve approximately 25 clients. The Gila County Office of Health will attempt to see all patients referred for services. If at any time there is concern regarding the number of clients to be seen, consultation with ADHS program manager will take place and a solution will be found. Gila County currently has 12 families enrolled in the HRPP/NICP Program. In 2013 our CHN provided 49 home visits. About 30% of our visits are non-local (17) and 60% are local (32). Because of the size of Gila County non local visits can be over 200 miles away. In 2013 between local and non-local visits our CHN traveled 3,729 miles.

Site Specific Training is individualized to meet the specific demands of the various communities our staff provides services for. These training are on an as-needed basis. New staff members are provided information on the Policy and Procedures of Gila County. A photograph and ID badge are given to the CHN’s so they can be easily identified by clients. Updates and referral services are provided to the staff with information on how to access them. All of our HRPP/NICP staff are residents of Gila County.

Our CHN is a NICU RN clinical Educator for Banner Health-West Valley. She is an RN, BSN and currently working on her Master's Degree through Chamberlain College of Nursing. She has both NICU and PICU experience. We are attempting to recruit a Social Worker at this time. We do not recruit Early Interventionists. Gila County employs 4 full time Registered Nurses. One nurse is the supervising nurse whose title is Health Services Program Manager. She is in charge of overseeing this program. This position is currently "Vacant". In the meantime, Paula Horn, Deputy Director of Health Services will ensure that all contractor requirements be fulfilled. We have one consulting General Practitioner that serves as our Medical Consultant. Records of all necessary licenses are kept in our Human Resources Department. Documentation of Orientation/Training for each staff member providing visits is maintained. All staffs proof of current Arizona Nursing Licensure and continuing education for the previous year are kept in the Health Services Program Managers Office in a locked file cabinet.

At the end of each month, the CHN and the Health Services Program Manager discuss any problems or concerns. The CHN completes the required documentation of the home visitations. The Health Services Program Manager provides a monthly log that includes the name of the participant, date of visit and type of visit. The monthly log and invoice are submitted within 30 days after the end of each month. Quarterly reports consist of program strengths, priorities and concerns, the goals for the next 3 months, and training/education activities and certifications. These reports are submitted by October 31, January 31, April 30th and July 31st.

The Gila County Health Services Program Manager will be responsible for recruiting, hiring, training, supervision and ongoing professional competency of CHN's and social workers that have contact with infants, toddlers and families. The Program Manager will provide orientation, continuing education and supervision of all staff. Continuous Quality Improvement will be monitored through CHN visitation reports and the results reported to the state in our quarterly reports. The CHN will provide a satisfaction survey to all families on the 5th visit with the CHN. These surveys will be evaluated by the Health Services Program Manager.

The CHN will make every effort to contact the family within one week of receipt of the NICP Enrollment & Discharge Forms and the first home visit scheduled with two week of receipt of the forms unless otherwise requested to wait by the family. This will be noted in the nursing records. The CHN will also identify and enroll children with special health care needs. Assessments, including physical, developmental psychosocial and environmental assessments are completed for all enrolled infants. Family support and early intervention along with referral services to community resources are provided as needed. The mother receives a postpartum wellness assessment including interconception support and education. The CHN will locate families and facilitate the collection and submission of additional newborn screening tests for infants with a previously abnormal test result.

All services for this contract shall be performed in accordance with the Community Nursing Services Policy and Procedure Manual. A map of the service area is provided in the attachments.

The Gila County Office of Health has been providing services for the High Risk Perinatal Program/Newborn Intensive Care Program Community Nursing since 1999. You can contact Valerie Odeh, Program Manager, High Risk Perinatal Program/Newborn Intensive Care Program (HRPP/NICP) Office of Children's Health, Arizona Department of Health Services, 150 N 18th Ave., Suite 320, Phoenix, AZ 85007. Office (602) 364-1462, fax (602) 542-1843 and her e-mail address is Valerie.Odeh@azdhs.gov Information can be obtained regarding our annual site visits.

Gila County also provides a "Well Child Clinic" designed to assist families with newborn infants to obtain developmental information/education along with physical evaluation. Although this is not a home visiting program, often children with growth issues are seen here and evaluated by the physician on a more frequent basis. Immunization information and vaccines are provided at this clinic, which is a "one stop shop" delivery design. The physician overseeing this program is Michael Durham, MD, 621 South Fifth Street, Globe, AZ 85501. His telephone number is (928) 425-4467 and his back office number is (928) 425-4469 and fax (928) 425-6166. mdurhammd@cableone.net. This is an in-house service provided by Gila County itself.

The Gila County Office of Health also provides the Healthy Steps Program. This program is sponsored by First Things First. The program is for all families with children ages 0-5 years of age. An expert in child development, behavior and early learning goes on home visits or meet at our office. She provides information to help parents understand the needs of their young child and helps them decide what is right for them and their child. The goal of the program is to help parents feel more confident. Healthy Steps program is located in the Globe and Payson Health Departments. Globe Healthy Steps program is located at 5515 S. Apache Avenue, Suite 100 Globe, AZ 85501, the phone number is (928) 402-8810. Payson Healthy Steps program is located at 200 W. Frontier Payson, AZ 85541, the phone number is (928) 472-5378.

EXPERIENCE AND EXPERTISE:

The Gila County Office of Health has been in existence since 1893. Our official title is The Division of Health and Emergency Services, Office of Health. The Office of Health includes Health Services and Prevention Services. Health Services include communicable disease investigations, blood pressure checks, head lice inspections, pregnancy testing, tuberculosis control, vaccinations, well child clinic, CRS clinics, sexually transmitted infections (testing, investigations and treatment), Family Planning, Child Care Health Consultants, HIV services, environmental health, rabies control and the HRPP/NICP Program- Community Nursing Services. Prevention Services include Healthy Steps, Injury Prevention, Nutrition Services, WIC, Teen Outreach Program, Tobacco Free Environment, Gila County Worksite Wellness and Maternal, Infant, Early Childhood Home Visitation Program.

Previous to 1999, Pinal County served Pinal and Gila County families with HRPP/NICP services. In 1999, The Gila County Office of Health felt that due to our county populations' growth and staffing changes, our Office was better suited to serve its' own residents and our staff was committed to improving the services we offered. We already saw many of these clients for immunization and WIC services. Since 1999, we have been providing home visits through the HRPP/NICP Community Nursing Grant to residents of southern Gila County and added the northern part of Gila County in 2009. According to the Statistical Profile – 2011 provided by ADHS, residents in Gila County have a higher percentage of premature mortality (County 52.2%, Arizona 51.1%) a higher percentage of low-birth weight per 1,000 births (County 78.2. State 70.7) and a greater number of teen births/1000 females 14-19 years. (County 72.4, State 51.6)

In the past 15 years this program has grown to provide the much needed services in our County. We originally contracted a Community Health Nurse from another county to provide home visits to our residents. In 2005 we sought to find a qualified nurse in Gila County itself in order to provide timely and culturally appropriate services to this rural County. During these 15 years, the Community Health Nurses have been overseen by the Health Services Program Manager at the Gila County Health Department. We currently are serving 12 clients, but have had as many as 25 clients at once.

In 2007, the Nursing Section established a vision and statement of values supporting the Gila County Division of Health & Community Services' Mission. The Nursing Sections' vision is "Offering flexible client centered services and resources within program guidelines". Our values are "Accurately provide health education, interventions and support with respect and integrity". The "Community Health Nursing Specific Goals" supports the Nursing Sections' vision and values by providing the following home based services:

- Providing families of high risk children with developmental evaluations to determine eligibility for early intervention services and/or developmentally appropriate activities for their child.
- Providing family-centered, culturally sensitive, and developmentally appropriate, coordinated services

- Providing services in a setting that best meets the needs of the family and child.

The mission of the Gila County “Community Nursing Services” is to reduce maternal and infant mortality and morbidity through community health nursing utilizing the following strategies:

- Early identification of women and children at high risk for mortality and morbidity;
- Education for health professionals, families and communities;
- Linkage of infants, toddlers and pregnant women to risk appropriate services;
- Establishment of standards of care.

Our current CHN is Christine McCown, NICU RN, BSN. Christine is a resident of Gila County and passionate about her work serving her communities. Christine actually sought out the County for this position, asking us to consider her as a CHN for the Gila County Office of Health. Christine has a contract with Gila County to provide home visits at a fixed price per visit. (See resume attached). The positions of Health Services Program Manager and Social Worker are vacant at this time. (See job descriptions for Program Manger attached) Social Worker would be a contractual position and contract would provide job duties.

The Project Manager for this program has always been the Health Services Program Manager. This position is currently vacant, but the new Health Services Program Manager will be responsible in overseeing this program. In the meantime, Paula Horn, Deputy Director of Health Services will serve as Program Manager. Her e-mail is phorn@gilacountyaz.gov and her direct telephone number is (928) 402-8813. The Program Manager will advise the ADHS Program Unit Manager of his/her contact information and serve as a primary day-to-day contact, receiving referrals and telephone calls from other contracted CHN agencies. They will attend, lead and prepare materials for meeting requested and ensure all staff is up-to-date on changes to Program Policies and current local resources. All necessary operational components are already completed; however, the Program Manager will be responsible in ensuring ordering any additional items. Troubleshooting and correction of problems is dealt with monthly or as needed. The Program Manager and CHN meet monthly to discuss problems or concerns with the program. Patient Satisfaction Surveys are given to all clients on their 5th visit by the CHN. These are reviewed by the Program Manager. Quality Management is reviewed quarterly through CHN reports and submitted to the state. Resolutions are discussed between the CHN and Program Manager. If unable to resolve the issue, the ADHS Program Unit Manager is contacted for advice. Should the Project Manager be unavailable Paula Horn will be the designated alternate contact. The Health Services Program Manager ensures that the County, as well as our subcontractors, fulfills their duties and responsibilities under the Contract. The Health Services Manager will be responsible for providing all required documents to ADHS in a timely manner.

ATTACHMENT B
IFB NO. ADHS14-00003830

OFFEROR'S REFERENCES

(Three references are required)

Do not use references from any past or current contracts with ADHS. Do not use any current ADHS employee as a reference.

Contract Title: Gila County Early Childhood Screening Program

Contract Term/Dates of Work: (Month/Date/Year) through (Month/Date/Year): 10-01-09 through 06-30-12

Reference Company:

First Things First

Contact Person:

Hazel Chandler

Telephone:

928-425-8172

Address:

2250 Highway 60, Suite K
Globe, AZ 85501

Description of Services Performed:

The goal of the program was to screen children from birth to five and identify problems and refer the children to the appropriate agency or physician to begin treatment as quickly as possible. The program provided hearing, vision and developmental screens free of charge to all Gila County children. The program was very successful in providing child screening, parent education and networking with all local providers to collaborate on early childhood services.


Authorized Reference Signature and Title


Date

ATTACHMENT B
IFB NO. ADHS14-00003830

OFFEROR'S REFERENCES

(Three references are required)

Do not use references from any past or current contracts with ADHS. Do not use any current ADHS employee as a reference.

Contract Title: Gila County Healthy Steps Program

Contract Term/Dates of Work: (Month/Date/Year) through (Month/Date/Year): 10-01-12 through Present

Reference Company:

First Things First

Contact Person:

Hazel Chandler

Telephone:

928-425-8172

Address:

2250 Highway 60, Suite K,

Globe, AZ 85501

Description of Services Performed: Gila County Healthy Steps Program enhances the relationship between the parents of an infant and their pediatrician, through the child's fifth year. The Healthy Steps Specialist will work with parents to connect them to services in the community, conduct developmental screenings on a regular basis, introduce and support early literacy activities through the provision of developmentally appropriate books to the child, and work to be sure that parent's questions are answered. Home visits will be conducted at birth and key developmental stages to support families raise healthy successful children. The program will implement the Ages and Stages On-Line Enterprise Screening including Parent Access to ensure that all children receive timely developmental and social emotional screen. The Gila County Healthy Steps Program will serve as the leader in implementing a region-wide developmental screening process that will allow children to receive timely screenings from their first contact with the early childhood system.


Authorized Reference Signature and Title

4-18-2014
Date

ATTACHMENT B
IFB NO. ADHS14-00003830

OFFEROR'S REFERENCES

(Three references are required)

Do not use references from any past or current contracts with ADHS. Do not use any current ADHS employee as a reference.

Contract Title: Gila County B.E.S.T.(Breast Education Support Team)

Contract Term/Dates of Work: (Month/Date/Year) through (Month/Date/Year):4/01/05 through 3/31/06

Reference Company:

The Susan G. Komen

Contact Person:

Paula Medina

Telephone:

928-402-8813

Address:

5515 S. Apache Ave., Suite 100 Globe, AZ 85501

Description of Services Performed:

One hundred and twenty five women in Gila County were provided a mammogram and reading and report of findings. The program set up a mobile mammogram unit that went to four rural locations to provide a needed service. The program also provided educational packets to physicians, hospitals, clinics and individuals in Gila County. Public education on the importance of breast health was provided through media in the form of radio talk shows, newspaper articles and large signage. The program exceeded the goals set and was a huge success based on the satisfaction surveys that were provided by the participants of the program.

Paula M. Norm
Authorized Reference Signature and Title

4-17-14
Date

*Prior grant. not in effect 2
NO contact information*

ATTACHMENT C

IFB NO. ADHS14-00003830

**Notices, Correspondence and Payments to the Contractor shall be
sent to:**

(Print and complete the information below and attach to your Quote in the "Attachments Tab" in ProcureAZ)

Contractor: Gila County

Attention: Paula Horn

Address: 5515 S. Apache Avenue. Suite 100

Address: _____

City, State, Zip: Globe, AZ 85501

Telephone: 928-402-8813

E-Mail: phorn@gilacountyaz.gov

null



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April 18, 2014 12:44:19 PM MST



Paula Horn

Home	POs	Bids	Contracts	Quotes
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Overall Validation Warnings

- Your quote has not been submitted.

null

Quote 000027064 - Gila County Health Department

[General](#) | [Items](#) | [Questions](#) | [Subcontractors](#) | [Notes](#) | [Terms & Conditions](#) | [Attachments](#) | [Summary](#) | [Back to Bid](#)

Header Information

Quote #:	000027064	Bid #:	ADHS14-00003830	Status:	In progress
Organization:	Arizona Department of Health Services				
Description:	HRPP-NICP Community Health Nursing Services	Delivery Days:	0	Discount Percent:	0.0
Bid Flag:		Alternate Bid:	No	Shipping Terms:	As Specified
Freight Terms:	Freight Allowed	Ship Via Terms:	Best Way	Payment Term:	Net 30
Promised Date		Info Contact:		Quote Total	\$1,665.00
Comment:					
Date Last Updated:	04/18/2014 12:43:32 PM	User last Updated:	Paula Horn		

Vendor accepts the terms & conditions with no exceptions.

Item Information

1-5 of 11
1 2 3

Print Sequence # 1.0 : (948 - 65) Regular Home Visit

Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge
1.0	EA	\$175.00	0.0%	0.0%	\$0.00	\$175.00	No	No

Print Sequence # 2.0 : (948 - 65) Out of Town Home Visits (All class of visit) Thirty (30) or more miles from start point of home/office

Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge
1.0	EA	\$200.00	0.0%	0.0%	\$0.00	\$200.00	No	No

Print Sequence # 3.0 : (948 - 65) Out of County Home Visits (All class of visits)

Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge
1.0	EA	\$200.00	0.0%	0.0%	\$0.00	\$200.00	No	No

Print Sequence # 4.0 : (948 - 65) Interim Local Home Visits

Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge
1.0	EA	\$100.00	0.0%	0.0%	\$0.00	\$100.00	No	No

Print Sequence # 5.0 : (948 - 65) Shadowing Local Home Visits

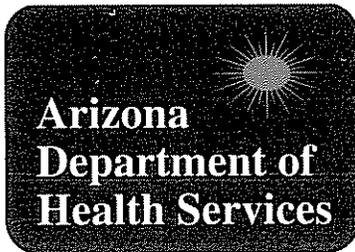
Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge
1.0	EA	\$100.00	0.0%	0.0%	\$0.00	\$100.00	No	No

1-5 of 11

1 2 3

[Print] [Submit Quote] [Cancel Quote]

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Division for Planning and Operations

Office of Procurement

1740 West Adams Street, Room 303
Phoenix, Arizona 85007-2670
(602) 542-1040
(602) 542-1741 Fax

JANICE K. BREWER, GOVERNOR
WILL HUMBLE, DIRECTOR

DATE: March 25, 2014

TO: File

FROM: Tracey Thomas
Procurement Specialist

SUBJECT: Determination to use the Request for Proposal (RFP) Process

In accordance with Arizona Administrative Code, R2-7-301, that it is in the State's best interest to issue a request for competitive sealed proposal to obtain High Risk Perinatal Program (HRPP) Community Nursing Services.

Competitive sealed bidding is not practicable or advantageous to the State because:

1. The complex requirements of the proposal require the need to evaluate offers based on factors other than cost;
2. Oral or written discussions with Offerors regarding experience, method of approach and cost may be needed;
3. It may be necessary to afford Offerors an opportunity to revise their proposals by submitting Final Proposal Revisions;
4. The Contract award will not be made on cost being the sole determining factor.

(Signature) Christine Ruth
Christine Ruth
Chief Procurement Officer

LEGAL NOTICE

The Arizona Department of Health Services is requesting proposals on the following project:

ADHS14-00003830, HRPP/NICP Community Health Nursing Services

A copy of the Request for Proposal (RFP) may be obtained by visiting <https://procure.az.gov>

For information contact Mr. Tracey Thomas at 602-542-1011 or tracey.thomas@azdhs.gov

or 1-800-367-8939 (TDD).



STATE OF ARIZONA
Department of Health Services
NOTICE OF REQUEST FOR PROPOSAL

ARIZONA DEPARTMENT OF HEALTH SERVICES
 1740 West Adams Street
 Phoenix, Arizona 85007
 (602) 542-1040
 (602) 542-1741 Fax

SOLICITATION NUMBER: ADHS14-00003830

SOLICITATION DUE DATE/TIME: April 24, 2014 at 3:00 p.m. Local Arizona time

SUBMITTAL LOCATION: Submit via ProcureAZ
<https://procure.az.gov/bsol/login.jsp>

DESCRIPTION: **High Risk Perinatal Program/Newborn Intensive Care Program (HRPP/NICP) Community Health Nursing Services**

PRE-OFFER CONFERENCE:	Arizona Department of Health Services
	1740 W. Adams, Room 309
	Phoenix, AZ 85007
<u>April 9, 2014</u>	<u>10:00 AM</u>
Date	Time
	Location

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the services specified will be received by the Arizona Department of Health Services (ADHS) online in the State of Arizona’s online procurement system, Procure.az.gov (ProcureAZ). Proposals received by the due date and time will be opened. The name of each Offeror will be publicly available. Proposals must be submitted in the State ProcureAZ system on or prior to the date and time indicated. Late proposals will not be considered. It is the responsibility of the supplier/offeror to routinely check the ADHS web site for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
 Tracey Thomas
 Arizona Department of Health Services
 (602) 542-1011
 E-mail: Tracey.Thomas@azdhs.gov

TABLE OF CONTENTS FOR SOLICITATION NUMBER: ADHS14-00003830

The following table of contents applies to all attachment documents in ProcureAZ for this Solicitation

<u>SECTION</u>	<u>TITLE</u>	<u>CONTENT</u>
Part One (1)	Pre-Solicitation Documents	Determination, Legal Notice
Part Two (2)	Solicitation	*Included in this document: Notice Page, Table of Contents, Scope of Work, Special Terms and Conditions and Exhibits.
Part Three (3)	Uniform T's & C's	Uniform Terms and Conditions
Part Four (4)	Uniform Instructions	Uniform Instructions to Offerors
Part Five (5)	Special Instructions	Special Instructions to Offerors
Part Six (6)	Attachments	Offer and Acceptance – Attachment A Offeror's References – Attachment B Notices, Correspondence, Reports and Payments - Attachment C Implementation Plan – Attachment D Budget Development Guidelines and Worksheet – Attachment E

SCOPE OF WORK

SOLICITATION NO: ADHS14-00003830

1. Background

Prior to 1967, Arizona had one of the highest infant mortality rates in the country. That same year, in an effort to reduce the infant mortality rates, Arizona applied for and received a federal demonstration grant. The grant was designed to reduce infant death by transporting critically ill newborns from rural hospitals into intensive care centers. To meet the federal grant requirements community health nurses also followed infants for five (5) years. Between 1967 and 1971 there was a significant reduction in infant mortality.

In 1972, the State Legislature provided state funding for the program, which eventually became the High Risk Perinatal Program (HRPP) Newborn Intensive Care Program (NICP). The system provided care to those infants transported to metropolitan hospitals (Level III's), and expanded to include infants born in Level II or Level III hospitals.

In 1975 Arizona received a Robert Wood Johnson Foundation Grant to develop regionalized perinatal care. A component of that system was the follow-up of families whose infants were enrolled in the Newborn Intensive Care Program (NICP) up to the infant's first (1st) year of age.

In the late 1980's, the Office of Women's and Children's Health (OWCH) in coordination with the County Health Departments identified a need for community health nursing home based services for those infants who may not have been critically ill at birth but were diagnosed with health concerns at a later date. These other children with special health care needs are now also receiving home visits in all counties. The Office for Children with Special Health Care Needs (OCSHCN), now housed in the Bureau of Women's and Children's Health (BWCH) collaborates with the HRPP/NICP to support the home visiting program to provide assessment and intervention services to children who have a chronic medical conditions and whose families express a desire for information, support, and/or coordination with multiple service providers and resources. The age level for services was extended to three (3) years for HRPP/NICP and twenty-one (21) years for OCSHCN eligible children.

The Community Health Nurse (CHN) Program is an important part of ensuring that each child is receiving the appropriate level of services for improved development and growth, which may include being part of a team of caregivers that work collaboratively.

The goals of the Community Nursing Program are:

- 1.1 To reduce infant mortality and morbidity. This is accomplished by specially trained Community Health Nurses (CHN's) and other qualified health professionals who through a home visiting program complete a physical, developmental, psychosocial and environmental assessment of infants and children (please see the Policy and Procedure manual for a complete listing of qualified professionals), provide evidence based education, family support and early intervention along with referral services to community resources as needed and provide interconception support and education to the mother.
- 1.2 To assure that high standards of care and service are provided and maintained.
- 1.3 To implement a family-centered, interdisciplinary approach to home based service.

2. Objective

To assist in the smooth transition of medically fragile Newborn Intensive Care Program (NICP) enrolled infants and their families from a NICU to home and to provide family centered, culturally, developmentally appropriate, and evidence-based coordinated home visiting services to these infants and other children/families identified with special health care needs. This care will include collaborating with the mothers on issues related to their own wellbeing in an effort to improve their ability to meet the needs of the enrolled infants and decrease the likelihood of a poor birth outcome with subsequent pregnancies.

3. Scope of Work

The Contractor shall assume the responsibility for the provision of a home visitation program for infants enrolled in the HRPP/NICP to include physical, developmental, psychosocial and environmental assessment of the discharged

SCOPE OF WORK
SOLICITATION NO: ADHS14-00003830

infant and a postpartum wellness assessment of the mother as well as an assessment of her interconception health status. This scope will include coordination of and referral to community services as needed and follow up for infants identified by Newborn Screening Program as needing repeat testing.

3.1 Tasks

The Contractor shall:

- 3.1.1 Provide a home based visitation program, which shall include a CHN, and may include early interventionist and/or a social worker for children enrolled in the NICP or other children with special health care needs including credentials of staff providing services (ADHS CHN Policy and Procedure Manual 5-2),
- 3.1.2 Identify and enroll infants, toddlers and children meeting the requirements Office for OCSHCN,
- 3.1.3 Provide a program that at a minimum recruits, hires, trains, and supervises community health nurses (CHN), early interventionists and social workers and maintains credentials of staff providing services as required by ADHS CHN Policy and Procedure Manual,
- 3.1.4 Provide a program that ensures the first home visit shall be done by a CHN, and subsequent visits shall be made by appropriate professionals. All visits with children having on-going medical problems shall be done by a CHN,
- 3.1.5 Complete a physical, developmental, psychosocial and environmental assessment of the enrolled infant including evidence based education, family support and early intervention along with referral services to community resources as needed (ADHS CHN Policy and Procedure Manual),
- 3.1.6 Provide postpartum wellness screening, interconception assessment, support and education to the mother as outlined in the Policy and Procedure Manual,
- 3.1.7 Contact the enrolled family within one (1) week of receiving the NICP Enrollment & Discharge Forms,
- 3.1.8 Visit the enrolled infant/family within two (2) weeks of receipt of the NICP Enrollment & Discharge Forms,
- 3.1.9 Visit enrolled infants a minimum of four (4) times within a year from the date of discharge and/or prioritize visitation to ensure the infants are seen as appropriate according to their risk as required by the ADHS CHN Policy and Procedure Manual,
- 3.1.10 Coordinate service area with other contracted CHN agencies when providing services in the same metropolitan area,
- 3.1.11 Coordinate with other providers and make referrals to appropriate services within the community and prevent duplication of services,
- 3.1.12 Assist the ADHS Newborn Screening Program in locating families and facilitating the collection and submission of another newborn screening test for infants with a previously abnormal test result as outlined in the ADHS CHN Policy and Procedure Manual,
- 3.1.13 Assure professional competency with high-risk infants and toddlers,
- 3.1.14 Provide orientation for new staff, continuing education and ongoing supervision of staff for this program,
- 3.1.15 Ensure that all newly licensed nurses shadow an experience licensed nurse for a home visit until they are qualified to complete a visit on their own,

SCOPE OF WORK
SOLICITATION NO: ADHS14-00003830

- 3.1.16 Continuous quality improvement process (CQI) for community nursing services based on specific indicators, one of which is to be determined by ADHS,
- 3.1.17 Designate a CHN to attend the weekly Discharge Planning meetings at Level II Enhanced Qualification and Level III Newborn Intensive Care Units as appropriate, and
- 3.1.18 Within one (1) week of discharge, send a letter to families when a newborn infant may be enrolled in the program by the family, but has been determined to be low-versus high-risk and does not require an initial visit. The family may request a follow-up visit.

4. Requirements

The Contractor shall:

- 4.1 Employ Arizona Licensed Registered Nurses with Basic Life Support Certification, experienced in pediatrics and/or NICU and a Bachelor of Science Degree. Social Workers shall be a licensed Master Social Worker and/or hold a Master of Social Work degree. Early Interventionists shall have a minimum of a Bachelor's degree and be license in early childhood, early childhood special education or a closely related field, hold a valid Arizona license as a speech-language pathologist, or be certified as an audiologist, physical therapist or occupational therapist;
- 4.2 Provide the required documentation of the home visitation to ADHS which consists of: orientation log, completed CHN Follow-up visit forms, monthly invoices, log of clients seen, and quarterly reports;
- 4.3 Maintain all necessary permits and license, when applicable, and be licensed to provide service in Arizona;
- 4.4 Provide and update, as requested by ADHS, the following plans to provide service:
 - 4.4.1 Recruitment, hiring, training, supervision and ongoing professional competency of CHNs, early interventionists and social workers that have contact with infants, toddlers and families,
 - 4.4.2 Map of areas of service, including but not limited to, the projected number of clients to be served,
 - 4.4.3 Family contact within one (1) week of receipt of NICP Enrollment & Discharge Forms,
 - 4.4.4 Home visits, including but not limited to, first (1st) home visit within two (2) weeks of receipt of the NICP Enrollment & Discharge Forms,
 - 4.4.5 Identification and enrollment of children with special health care needs,
 - 4.4.6 Assessments, including but not limited to physical, developmental, psychosocial and environmental assessments for enrolled infant including evidence based education, family support and early intervention along with referral services to community resources as needed,
 - 4.4.7 Complete postpartum wellness assessment of the mother, including at a minimum, interconception support and education,
 - 4.4.8 Coordination with other CHN agencies providing services within the same metropolitan or local area,
 - 4.4.9 Orientation, continuing education and supervision of staff,
 - 4.4.10 Location of families and facilitating the collection and submission of additional newborn screening tests for infants with a previously abnormal test result,

SCOPE OF WORK
SOLICITATION NO: ADHS14-00003830

- 4.4.11 Provision of continuous quality improvement, and
- 4.4.12 Attendance at weekly Discharge Planning meeting at Level II Enhanced Qualification and Level III Newborn Intensive Care Units as requested.
- 4.5 All services for this Contract shall be performed in accordance with the Community Nursing Services Policy and Procedure Manual.

5. Reference Documents

- 5.1 ADHS CHN Policy and Procedure Manual - will be available on the HRPP/NICP Publications Page <http://www.azdhs.gov/phs/owch/publications/index.php?pg=highrisk> by March 31, 2014.
- 5.2 CHN Invoice – available through Program Manager.
- 5.3 CHN Follow-up visit forms & other visit documents – available at: <http://www.azdhs.gov/phs/owch/children/highrisk.htm> .
- 5.4 Annual & Quarterly Report form – available in ADHS CHN Policy and Procedure Manual.
- 5.5 ADHS Newborn Screening Guidelines – available at: <http://azdhs.gov/lab/aznewborn/documents/providers/AZ-Newborn-Screening-Provider-Guidelines.pdf>.
- 5.6 ADHS/BWCH/OCSHCN Quality Management and Improvement Guidelines – available in ADHS CHN Policy and Procedure Manual.

6. Approvals

- 6.1 Approval of all plans identified in the Scope of Work;
- 6.2 Approval of completed forms and invoices prior to payment;
- 6.3 Review and approval of Quality Assurance Indicators shall be submitted to ADHS at formal site visits; and
- 6.4 Approval of all training prior to classes being scheduled.

7. Deliverables and Schedule

- 7.1 CHN Follow-up visit forms, client log, and billing invoice within thirty (30) days after the end of each month;
- 7.2 Follow-up Newborn Screening forms within thirty (30) days after the end of the month;
- 7.3 Completed Orientation Education Log immediately following completion of orientation;
- 7.4 Enrollment Status Change Form within thirty (30) days after the end of the month with monthly invoice for clients according to CHN Policy and procedure manual;
- 7.5 Annual Plan within thirty (30) days of the beginning of each fiscal year;
- 7.6 Quarterly Progress Report, shall be submitted in October, January, April and July for the three (3) months prior and include progress on all Tasks and data related to infants not receiving home visits; and
- 7.7 A valid Certificate of Insurance within five (5) days of Contract award. A Purchase Order shall not be issued for the Contractor to begin work without valid and correct insurance in the Contract file.

SCOPE OF WORK SOLICITATION NO: ADHS14-00003830

8. Secure Method for Data Transmission

The Contractor may be required to provide the required documentation of the home visitation to ADHS which consists of: orientation log, completed CHN Follow-up visit forms, monthly invoices, log of clients seen, and quarterly reports in a more secure method such as, but not limited to, a secure file transport protocol (SFTP).

9. Notices, Correspondence, Reports and Invoices

Notices, Correspondence and Reports from the Contractor shall be sent to:

Arizona Department of Health Services
Community Nursing Program Manager
150 North 18th Avenue, Suite 320
Phoenix, Arizona. 85007-3242

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1. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a Contract for the materials or services as listed herein.

2. Term of Contract (3 Years)

The term of any resultant Contract shall commence on July 1, 2014 or upon award signature, whichever is later, and shall continue for a period of three (3) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

3. Contract Extensions 5 Year Maximum

The Contract term is for a three (3) year period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

4. Contract Type

Fixed Price

5. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

6. 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.

6.1 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.

6.2 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.

7. Price Adjustment

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The ADHS Procurement Office will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested, including information contained in the Consumer Price Index or similar official cost analysis to support any requested price increase. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a Contract amendment.

8. Non-Exclusive Contract

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

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9. Volume of Work

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

10. Information Disclosure

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

11. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the ADHS or the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

12. Order Process

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

13. Contractor Performance Reports

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

14. Payment Procedures

ADHS accounting will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

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

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

15. Financial Management

For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the ADHS 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.

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State Funding. Contractors receiving state funds under this Contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.

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.

16. Inspection and Acceptance

All services, data and required reports are subject to final inspection, review, evaluation and acceptance by the ADHS. The ADHS may withhold payment for services that are deemed to not meet contract standards.

17. Authorization for Services

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

18. Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Contractor or Sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

19. Insurance Requirements

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

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

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

19.1.1 **Commercial General Liability – Occurrence Form**

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

19.1.1.1.1 General Aggregate \$2,000,000

19.1.1.1.2 Products – Completed Operations Aggregate \$1,000,000

19.1.1.1.3 Personal and Advertising Injury \$1,000,000

19.1.1.1.4 Damage to Rented Premises \$ 50,000

19.1.1.1.5 Each Occurrence \$1,000,000

19.1.1.2 The policy ***shall include coverage for sexual abuse and molestation. This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits or provided as separate coverage included with the professional liability.***

19.1.1.3 ***Contractor must provide the following statement on their Certificate(s) of Insurance as provided for in Part E: “Sexual Abuse/Molestation coverage is included.” Policies/certificates stating that “Sexual Abuse/Molestation coverage is not excluded” do not meet this requirement.***

19.1.1.4 The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

19.1.1.3 Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the ***“State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees”*** for losses arising from work performed by or on behalf of the Contractor.

19.1.1 **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

19.1.1.2 Combined Single Limit (CSL) \$1,000,000

19.1.1.3 The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the***

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Contractor.” Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

19.1.1.4 Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the **“State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

19.1.1.5 Policy shall contain a severability of interest provision.

19.1.2 Worker's Compensation and Employers' Liability

19.1.2.2 Workers' Compensation Statutory

19.1.2.3 Employers' Liability

19.1.3.2.1 Each Accident \$ 500,000

19.1.3.2.2 Disease – Each Employee \$ 500,000

19.1.3.2.3 Disease – Policy Limit \$1,000,000

19.1.2.4 Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the **“State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

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

19.1.3 Professional Liability (Errors and Omissions Liability)

19.1.4.1 Each Claim \$1,000,000

19.1.4.2 Annual Aggregate \$2,000,000

19.1.4.3 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.

19.1.4.4 The policy shall cover professional misconduct or negligence acts for those positions defined in the Scope of Work of this contract.

19.2 ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed (**Blanket Endorsements are not acceptable**) to include, the following provisions:

19.2.1 The Contractor's policies shall stipulate that the insurance afforded the contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

19.2.2 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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- 19.3 **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room, 303, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
- 19.4 **ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 19.5 **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Room, 303, Phoenix, AZ 85007**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- 19.6 **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 19.7 **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 19.8 **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

20. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Office, Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA

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training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

21. Pandemic Contractual Performance

21.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:

21.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce;

21.1.2 Alternative methods to ensure there are products in the supply chain; and

21.1.3 An up to date list of company contacts and organizational chart.

21.2 In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:

21.2.1 After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms;

21.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code; and

21.2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Contract(s).

21.3 The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within seventy-two (72) hours of the request.

22. Data Universal Numbering System (DUNS)

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.

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1. Definition of Terms

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

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

2. Contract Interpretation

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

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- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

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

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- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

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- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. **Costs and Payments**

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1. Accept a decrease in price offered by the contractor;
- 4.5.2. Cancel the Contract; or

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4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
- 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not

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apply.

6.4. Force Majeure.

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

6.4.2. Force Majeure shall not include the following occurrences:

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

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

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

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

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

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

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

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

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shall be:

- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
 - 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued

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under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

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

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

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

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

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

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

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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

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

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

10. Contract Claims

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

11. Arbitration

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

12. Comments Welcome

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

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1. Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

- 1.1 "*Attachment*" means any item the Solicitation requires an Offeror to submit as part of the Offer.
- 1.2 "*Best and Final Offer*" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Proposal Revision.
- 1.3 "*Contract*" means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.4 "*Contract Amendment*" means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.
- 1.5 "Contractor" means any person who has a Contract with a state governmental unit.
- 1.6 "*Day*" means calendar days unless otherwise specified.
- 1.7 "*eProcurement (Electronic Procurement)*" means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.
- 1.8 "*Exhibit*" means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.9 "*Offer*" means a response to a solicitation.
- 1.10 "*Offeror*" means a person who responds to a Solicitation.
- 1.11 "*Person*" means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
- 1.12 "*Procurement Officer*" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.13 "*Solicitation*" means an Invitation for Bids ("IFB"), a Request for Technical Offers, a Request for Proposals ("RFP"), a Request for Quotations ("RFQ"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.
- 1.14 "*Solicitation Amendment*" means a change to the Solicitation issued by the Procurement Officer.
- 1.15 "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.16 "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.

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2. Inquiries

- 2.1 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
- 2.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officers.
- 2.3 Submission of Inquiries. All inquiries related to the Solicitation are required to be submitted in the State's eProcurement system. All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any State employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.
- 2.4 Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5 No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
- 2.6 Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7 Pre-Offer Conference. If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system. Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.
- 2.8 Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- 3.1 Electronic Documents. The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.
- 3.2 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as a signature, shall result in rejection of the Offer.

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- 3.3 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
- 3.3.1 Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- 3.3.2 Request for Proposals. All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.
- 3.4 Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.5 Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.6 Federal Excise Tax. The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 3.7 Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance form.
- 3.8 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 3.9 Identification of Taxes in Offer. The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.
- 3.10 Disclosure. If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.11 Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 3.12 Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion

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require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

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

4. Submission of Offer

- 4.1 Offer Submission, Due Date and Time. Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.
- 4.2 Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
- 4.3 Solicitation Amendments. A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.
- 4.4 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.5 Confidential Information. If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.
- 4.6 Public Record. All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.
- 4.7 Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
- 4.7.1 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

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4.7.2 The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state and local laws and executive orders regarding employment.

5. Evaluation

- 5.1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2 Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3 Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purpose of evaluating that price.
- 5.4 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.5 Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- 5.6 Offer Acceptance Period. An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 5.7 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 5.7.1 Waive any minor informality;
 - 5.7.2 Reject any and all Offers or portions thereof; or
 - 5.7.3 Cancel the Solicitation.

6. Award

- 6.1 Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State.
- 6.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 6.3 Effective Date. The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

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7. Protests

7.1 A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of the Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the Procurement Officer makes the procurement file available for public inspection. A protest shall include:

7.1.1 The name, address, email address and telephone number of the interested party;

7.1.2 The signature of the interested party or its representative;

7.1.3 Identification of the purchasing agency and the Solicitation or Contract number;

7.1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

7.1.5 The form of relief requested.

8. Comments Welcome

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

SPECIAL INSTRUCTIONS TO OFFERORS

SOLICITATION NO: ADHS-00003830

1. Pre-Offer Conference:

Prospective Offerors are invited to attend a Pre-Offer Conference. The date, time and location of this Conference are indicated on the Solicitation cover sheet. The purpose of this Conference will be to clarify the contents of this Request for Proposal (RFP) in order to prevent any misunderstanding of ADHS's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to ADHS at this conference. ADHS will then determine the appropriate action necessary, if any, and may issue a written amendment to the RFP. Oral statements or instructions shall not constitute an amendment to this RFP.

2. Proposal Requirements:

One electronic copy of the Proposal shall be submitted in the ProcureAZ e-procurement system as attachments in the acceptable format specified below. Acceptable formats include .doc document (Microsoft Word 2000, XP, or 2003), .xls spreadsheet (Microsoft Excel 2000, XP, or 2003) and .pdf (Adobe Acrobat portable documents format).

The responses shall be typed using a 12-point font and single spaced. Each proposal shall include an attachment for each response section. The material should be sequenced and organized as outlined below and related to the RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. Offerors shall copy ProcureAZ Attachments to their own computer, save the information entered, and submit the completed information as a new, appropriately re-named Attachment in ProcureAZ. ProcureAZ will not save information entered directly on the Attachments. On each document, insert a Footer that specifies: Name of the Offeror, Name of the Attachment, the Solicitation Number, and Page Number. ADHS will not provide any reimbursement for the cost of developing in response to this RFP. The Offer shall include at least the following information:

- 2.1 Table of Contents: The Offeror shall provide page numbers for each section of their proposal;
- 2.2 Executive Summary: A brief overview of the project as described in the Method of Approach. The Executive Summary shall be no more than two (2) pages;
- 2.3 Method of Approach (Methodology):
 - The Offeror shall:
 - 2.3.1 The Offeror shall prepare and submit a written narrative to include at a minimum, the following:
 - 2.3.1.1 The method of approach that will be used to provide the services to perform the Tasks as described in the Scope of Work and Special Terms and Conditions;
 - 2.3.1.2 A detailed description of the projected number of clients the Offeror is able to serve and the areas of the State in which the Offeror intends to provide service;
 - 2.3.1.3 Details related to the scope of any training sessions to be provided including, but not limited to, length of time, materials, equipment and optimal number of attendees per training session;
 - 2.3.1.4 All plans as detailed in the Scope of Work, Requirements section; and
 - 2.3.1.5 Submit three (3) examples of prior projects similar to those as described in this solicitation including but not limited to, a description of the work performed, the method used to complete the project, recommendations made to the client's process and project outcome. The ADHS may not be used as the only example of prior projects; other examples of similar projects shall be included. Provide the name of the organization, contact person, title, telephone number, fax number, address and e-mail address for each example as a reference.

SPECIAL INSTRUCTIONS TO OFFERORS
SOLICITATION NO: ADHS-00003830

2.4 Experience and Expertise to include at a minimum:

2.4.1 A description of Offeror’s experience and expertise regarding the services offered including, but not limited to, company history, location, number of years in business, types of services provided, number of current full and part-time employees, and number of current clients. Offeror shall provide a statement of mission, vision and guiding principles for the provision of the services in the Solicitation;

2.4.2 Resumes or curriculum vitae for key personnel, as defined in the Special Terms and Conditions, responsible for delivery of services. Provide resumes for existing staff that will be part of the project and job descriptions for positions to be filled. Describe staff accountabilities and expertise. List how much time each person will spend on the project. Resumes shall include name, title, key responsibilities and previous experiences that are relative to that field. Include all professional licensure, certifications, experience, educational history, professional awards and publications; and

2.4.3 Technical Qualifications: Offerors shall identify a Project Manager who shall be the primary contact person for the ADHS Program Unit Manager in discussing work that needs to be completed. Offerors shall provide a detailed description of the Project Manager’s function and how they will accomplish the minimum tasks listed herein. The Project Manager shall, at a minimum:

2.4.3.1 Serve as a primary day-to-day contact with the ADHS Program Unit Manager;

2.4.3.2 Attend, lead and prepare materials for meetings as requested;

2.4.3.3 Ensure all necessary operational components are completed prior to implementation;

2.4.3.4 Troubleshoot and correct problems after implementation;

2.4.3.5 Designate an alternate contact when the Project Manager is unavailable; and

2.4.3.6 Assure that the Offeror, as well as any subcontractors, fulfill their duties and responsibilities under the Contract; and delivers required documents to the ADHS.

2.4.4 Provide three (3) references including past similar contracts that support your company’s abilities to provide the proposed services. Use the format on Attachment B to include the Contract Title, a description of the services performed, Contract Term/Dates of Work, Reference Company, the Telephone Number, the Contact Person related to the referenced Contract, and the Address. ADHS personnel shall not be provided as a reference.

2.5 Complete Item Pricing (located and completed in ProcureAZ under the Items Tab) by providing hourly rates for:

SERVICE DESCRIPTION	UNIT OF MEASURE
Regular Home Visit	Per Visit
Out of Town Home Visits (All class of visit) Thirty (30) or more miles from start point (home/office)	Per Visit
Out of County Home Visits(All class of visits)	Per Visit
Interim Local Home Visits	Per Visit
Shadowing Local Home Visits	Per Visit
Family Local Home Visits	Per Visit
Multi-Disciplinary Staffing Local Home Visits	Per Visit
NICP/ Other Sponsored Training – Local	Per Person/Per Day
NICP/ Other Sponsored Training - Non Local	Per Person/Per Day
Newborn Screening Follow-up	Per Visit
Low Risk Letter	Per Letter

SPECIAL INSTRUCTIONS TO OFFERORS
SOLICITATION NO: ADHS-00003830

- 2.6 Offeror shall print Attachment A, Offer and Acceptance, complete, sign, and upload into the "Attachments Tab" in ProcureAZ;
- 2.7 Offeror shall print Attachment B, References, complete, have authorized reference sign and date, and upload into the "Attachments Tab" in ProcureAZ;
- 2.8 Offeror shall print Attachment C, Notices, Correspondence, Reports and Payments, complete, and upload into the "Attachments Tab" in ProcureAZ;

3. Proposal Opening:

Offers received by the due date and time will be opened on ProcureAZ. The name of each Offeror will be publicly available. Offers will not be subject to public inspection until after Contract award.

4. Responsibility, Responsiveness and Susceptibility:

In accordance with A.R.S. 41-2534(G), A.A.C. R2-7-C311, A.A.C. R2-7-C312 and R2-7-C316, the State shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the proposal's responsiveness and susceptibility for contract award.

- 4.1 Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
- 4.2 Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references; and
- 4.3 Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;
 - 4.3.1 Legally qualified includes if the vendor or if key personnel have 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.
- 4.4 Whether the Offeror promptly supplied all requested information concerning its responsibility;
- 4.5 Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
- 4.6 Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;
- 4.7 Whether the Offer limits the rights of the State;
- 4.8 Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
- 4.9 Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and
- 4.10 Whether the Offeror provides misleading or inaccurate information.

SPECIAL INSTRUCTIONS TO OFFERORS
SOLICITATION NO: ADHS-00003830

5. Evaluation Criteria:

In accordance with the A.R.S. § 41-2534, Competitive Sealed Proposals, awards shall be made to the responsible Offeror(s) whose proposal(s) is(are) determined in writing to be the most advantageous to the ADHS based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

Exceptions to Terms and Conditions, as stated in the Uniform Instructions Section C.4, will impact an Offeror's susceptibility for award.

5.1 Method of Approach (Methodology),

5.2 Experience and Expertise;

5.3 References; and

5.4 Cost.

6. Discussion:

In accordance with A.R.S. §41-2534, after the initial receipt of proposals, the ADHS reserves the option to conduct discussions with those Offerors who submit proposals determined by the ADHS to be reasonably susceptible of being selected for award regarding the Contract and the relative methods of approach for furnishing the required services.

7. Inclusive Offerors:

Offerors are encouraged to make every effort to utilize subcontractors that are small, women- and/or minority-owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall provide the name of the subcontractor, which of the following categories apply: small, women- and/or minority-owned business, the specific services or work to be performed, the percentage of work or services to be provided by the subcontractor, and how this effort will be administered and managed, including reporting requirements.

8. Offshore Performance of Work Prohibited:

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

9. Compliance with A.R.S. §41-4401:

By submission of the offer, the Offeror warrants that the Offeror and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance. The Offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for Contract award.

10. Questions:

All questions regarding this solicitation shall be submitted within the ProcureAZ system no later than five (5) calendar days prior to the RFP due date.



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-2496

Consent Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Michael O'Driscoll, Health & Emergency Services Division Director **Submitted By:** Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division

Department: Health & Emergency Services Division **Division:** Emergency Services

Information

Request/Subject

FFY2014 Emergency Management Performance Grant (EMPG) Application for \$114,719.

Background Information

EMPG is authorized by Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. § 762) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.).

Deadline for submission to the Arizona Department of Emergency Management (ADEM) was April 7, 2014. Due to the short turnaround, counties were allowed to submit their application with a temporary signature until Board approval could be obtained through the normal process. The application for \$114,719.00 was submitted to federalgrants@azdema.gov on April 7, 2014.

Evaluation

The application process includes: a request for EMPG funds, identification of emergency management deliverables and initiatives for this grant cycle, and selection of specific grant activities.

Conclusion

EMPG is a 50/50 funding match (federal/local) with the federal funds received as pass-through reimbursement from ADEM which. The federal grant cycle for FFY2014 is 10/01/2013 through 09/30/2015. Gila County Emergency Management will expend this funding in four quarters beginning 10/01/2013 through 09/30/2014. The annual award supports department personnel and operational costs.

Recommendation

The Director of the Health and Emergency Services Division recommends that the Board of Supervisors ratify the Division's electronic submission of the application, and authorize its Chairman to sign the application.

Suggested Motion

Ratification of the Health and Emergency Services Division's electronic submission of an Application for Emergency Management Performance Grant Funds for federal fiscal year 2014 in the amount of \$114,719 to the Arizona Division of Emergency Management, and approval of the Chairman's signature on the Application.

Attachments

Grant Application

Certification Regarding Lobbying

Grant Application with Temporary Signatures

AZ 424a

AZ 424

Quarterly Exercise Data Table

Request for EMPG Funds
Federal Fiscal Year 2014
Arizona Division of Emergency Management

Application for Emergency Management Performance Grant Funds

Please contact Wendy Smith-Reeve at wendy.smith-reeve@azdema.gov or 602-464-6203 if you have any questions regarding this application.

Jurisdiction:	Gila		
EMPG Status	<input checked="" type="checkbox"/> Current EMPG Program participant <input type="checkbox"/> New EMPG Program applicant	Total Amount Requested	\$ 114,719

1. Provide a brief description of your jurisdiction's emergency management priorities and initiatives that will be addressed with these EMPG funds.

Contribute to the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities by focusing on plans, training and exercise activities.

Prevention	Protection	Mitigation	Response	Recovery
Planning				
Public Information and Warning				
Operational Coordination				
Intelligence and Information Sharing		Community Resilience Long-term Vulnerability Reduction Risk and Disaster Resilience Assessment Threats and Hazard Identification	Situational Assessment	

2. Select which description best describes the status of the designated emergency manager/coordinator for your jurisdiction.

- Full-time, permanent staff whose primary responsibility is as the emergency manager/coordinator
- Emergency manager/coordinator duties are assigned to full-time staff with other significant duties
- Emergency manager/coordinator is a part-time, or seasonal position, or contracted
- Emergency manager/coordinator duties are assumed as needed by other staff or elected officials

3. List the name and position title of each staff member whose position is funded through the EMPG Program, or used as EMPG Match.

Local EMPG Program Funded Staff	Indicate whether Full-time or Part-time Staff	If Part-time indicate number of hours worked per week
Name: Michael O'Driscoll	Part Time	50%
Position: Division Director, Health & Emergency Services		
Name: Debra Williams	Full Time	100%
Position: Deputy Director		
Name: Celena Cates	Part Time	50%
Position: Executive Administrative Assistant		
Name: Debra Blevins	Part Time	25%
Position: Financial Clerk		
Name: Betty Vanta	Part Time	30%
Position: Clerk		
Name:		
Position:		

4. Briefly describe the method used to code or track funded staff time spent on emergency management activities charged to the grant and/or used to meet local match requirement.

Gila County General Ledger budget account:
1005-106_4010.10 Regular Salaries and Wages-Emergency Management

Jurisdiction Point of Contact:

- Name:** Jeff Hessenius, Finance Director
- Address:** 1400 E. Ash St., Globe, AZ 85501
- Telephone Number:** 928-402-8743
- Fax Number:** 928-425-7056
- Email Address:** jhessenius@gilacountyaz.gov

Authorization to Submit Application:

By signature below the undersigned acknowledge they have been duly authorized by the jurisdiction to submit this application and will comply with the assurances, agreements, and/or special conditions set forth upon receipt of grant award.

Jurisdiction Financial Officer:

Printed Name: Jeff Hessenius
Finance Director

Deputy Director of Emergency Management

Signature

Deputy Director of Emergency Management

Jurisdiction Signatory Official:

Printed Name: Michael A. Pastor
Chairman, Gila County Board of Supervisors

Signature

Complete the EMPG Detailed Budget and Annual Work Plan below and include with application.

Federal Fiscal Year 2014
Emergency Management Program Grant Detailed Budget

A. Personnel

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the EMPG program. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Personnel			
Position Title	Annual Salary	% of Time Devoted to Grant	Total Personnel Costs
Division Director	\$ 87,415	50%	\$ 43,707
Emergency Management Deputy Director	\$ 49,537	100%	\$ 49,537
Division Executive Administrative Assistant	\$ 35,580	50%	\$ 17,790
Financial Clerk	\$ 24,812	25%	\$ 6,203
Administrative Clerk	\$ 37,748	30%	\$ 11,324
Total Personnel			\$ 128,562
Total Federal Contribution			\$ 64,281
Total Non-Federal Contribution			\$ 64,281

B. Fringe Benefits

Fringe benefits should be based upon actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation.

Fringe Benefits			
Position Title	Annual Fringe Benefit	% of Time Devoted to Grant	Total Fringe Benefit Cost
Division Director	\$ 34,966	50%	\$ 17,483
Emergency Management Deputy	\$ 19,815	100%	\$ 19,815
Division Executive Administrative Assistant	\$ 14,232	50%	\$ 7,116
Financial Clerk	\$ 9,925	25%	\$ 2,481
Administrative Clerk	\$ 15,099	30%	\$ 4,530
Total Fringe Benefits			\$49,446
Total Federal Contribution			\$24,723
Total Non-Federal Contribution			\$24,723

C. Travel

Itemize travel expenses of personnel by trip. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence).

Travel						
Travel Description	Location	Number of People	Rate	Days/Miles	Total cost (Number of People X Rate X Days or Qty)	Travel Dates
NIMS/ICS Compliant Training		In-State				
Meals & Incidentals		1	\$ 40	5	\$ 200	TBD
Airfare						
Lodging		1	\$ 75	5	\$ 375	
Rental Vehicle						
Other						
NIMS/ICS Compliant Preparedness Conference/Seminars		Out of State				
Meals & Incidentals		1	\$ 55	4	\$ 220	TBD
Airfare		1	\$ 605		\$ 605	
Lodging		1	\$150.00	4	\$ 600	
Rental Vehicle						
Other						
					Total Travel	\$2,000
					Total Federal Contribution	\$1,000
					Total Non-Federal Contribution	\$1,000

D. Equipment

List all non-expendable equipment to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used). Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items. In the narrative explain how the equipment is necessary and what funds will be utilized to sustain the equipment.

Equipment				
AEL Category	Item Description	Number of Items	Cost per Item	Total Cost of Items
N/A				
Total Equipment				0
Total Federal Contribution				0
Total Non-Federal Contribution				0

Equipment Narrative- N/A

F. Contractual

Consultants/Contracts				
Description	Name of Organization	Number of Hours	Cost Per Hour	Cost = (Number of hours X Cost Per Hour)
Monthly Copier Maintenance	Konica Minolta Business Solutions Inc., USA	Annual Contract	1 year	\$1,000
Monthly Radio Maintenance	Canyon State Wireless Communications	Annual Contract	1 year	\$ 2,900
Total Contractual				\$ 3,900
Total Federal Contribution				\$ 1,950
Total Non-Federal Contribution				\$ 1,950

Contractual Narrative

Describe what the contractual services are providing to you and how they support your emergency management work plan.

Monthly Copier Maintenance: supports operational activities

Monthly Radio Maintenance: supports radio communications equipment such as tower repeaters, handheld and mobile radios for field response.

G. Other Costs

In this list any other items or services that do not fall under the above listed categories.

Other Costs			
L	Number of Units	Cost Per Unit	Total Cost = Number of Units X Cost Per Unit
Telephone services	Annual Estimate	1	\$ 4,000
Utilities	Annual Estimate	1	\$ 2,000
		Total Other	\$ 4,000
		Total Federal Contribution	\$ 2,000
		Total Non-Federal Contribution	\$ 2,000

Other Narrative

Describe what these costs are and how they support your emergency management work plan.

Telephone services: operational office connectivity plus and a 24/7 cell phone dedicated to emergency management.

Utilities: supports emergency planning and operations 24/7

Federal Fiscal Year 2014
Emergency Management Program Grant Annual Work Plan

Jurisdiction:	GILA
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Your jurisdiction will be required to report quarterly on your progress for each identified activity.

Reminder: The Arizona Division of Emergency Management directs the local jurisdiction pass through EMPG funding can only be used for salary and benefits of the EM program individual(s) identified on the attached application. Only salary and benefits associated with the EM staff time used to achieve the emergency management goal(s) can be reimbursed or used as local match through EMPG.

2014 EMPG Special Conditions/Grant Assurances

Check the boxes below indicating your understanding and concurrence with the following conditions and assurances:

- ADEM staff will conduct an Emergency Management Performance Grant (EMPG) on-site grant review during the period of performance. Jurisdictions may be required, during this site visit, to provide a spending plan to ADEM.
- Participate in the development of the State's annual Threat and Hazard Identification and Risk Assessment (THIRA) and/or Tribal partners can choose to independently develop and submit a Threat and Hazard identification and Risk Assessment and submit directly to DHS/FEMA by December 31, 2014.
- Develop a multi-year Training and Exercise Plan (TEP) and/or participate in the state multi-year Training and Exercise Plan Workshop (TEPW).
- Establish and maintain compliance with the National Incident Management System (NIMS).

Select from the following items and check the boxes below indicating the emergency management (EM) goals your jurisdiction's emergency management program plans to accomplish this grant performance period. The items checked will require updates in your quarterly programmatic reports.

2014 EMPG Grant Activities

Mitigation Plans

- Conduct a hazard analysis and risk assessment prior to mitigation plan development
- Develop/enhance all-hazards mitigation plans

Emergency Management/ Operation Plans

- Modify existing incident management and emergency operations plans aligning them with the guidelines of Comprehensive Preparedness Guide 101 Version 2 (CPG 101 V2)
- Modify existing incident management and emergency operations plans
- Develop/enhance comprehensive emergency management plans
- Develop/enhance large-scale and catastrophic event incident plans

Communications Plans

- Develop/enhance communication interoperability plans
- Develop/enhance tactical interoperability communications plans

Continuity/ Administrative Plans

- Develop/enhance Continuity of Operation (COOP)/Continuity of Government (COG) plans
- Develop/enhance financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

Whole Community Engagement/ Planning

- Develop/enhance emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Provide training and other support as necessary to assist local jurisdictions to further develop preparedness through community, school, and private sector/business outreach
- Build new partnerships to expand planning and citizen capabilities
- Community-based plans to advance "whole community" security and emergency management

Federal Fiscal Year 2014
EMPG Annual Work Plan (continued)

Jurisdiction:	GILA
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- Public education and awareness on emergency management and preparedness
- Plans to foster public-private sector partnerships
- Brief civic groups and senior citizens on local hazards and family preparedness plans
- Conduct awareness, individual response training, and evacuation drills in schools
- Conduct workshops on the local Emergency Operations Plan (EOP) / Emergency Response Plan (ERP)
- Arrange for disaster preparedness and response information to be included in utility bills, or as inserts in the local newspaper
- Publish emergency preparedness information in the local telephone directory
- Prepare an emergency preparedness calendar for distribution throughout the community
- Work with Local Emergency Planning Committee (LEPC) (where LEPC exists)
- Public education and awareness
- Develop or formalize agreements through letters or memorandums of understanding (MOU) to clarify mutual expectations, if existing, with local agencies or private organizations that can assist with emergency planning preparation, response, or recovery
- Develop intra-state mutual aid agreements that encourage building partnerships across all levels of government, tribal organizations, non-governmental organizations, and private entities in neighboring jurisdictions
- Program evaluations

Resource Management Planning

- Develop/enhance logistics and resource management plans
- Develop/enhance volunteer and/or donations management plans
- Acquisition of critical emergency supplies such as: shelf stable food products, water and/or basic medical supplies. (Acquisition of such items requires FEMA's approval and additional planning strategy.)

Evacuation Planning

- Develop/enhance evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry

Recovery Planning

- Develop/enhance disaster housing plans (such as create/support a local disaster housing task force)
- Develop/enhance short-term, intermediate and long-term recovery plans

Training and Exercise

- Develop, update, enhance, or conduct exercise activities
- Develop, update, enhance, or conduct training activities

Equipment

Intend to purchase allowable equipment identified within the Authorized Equipment List (AEL) identified by FEMA at <https://www.ilis.dhs.gov/knowledgebase>. Please identify type of equipment by checking appropriate box below.

- Information Technology (Category 4)
- Cyber security Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

Complete, scan and submit the EMPG Application and Work Plan to federalgrants@azdema.gov not later than April 4, 2014.

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Michael A. Pastor, Chairman-Board of Supervisors

Name

1400 East Ash St.

Address

Globe, AZ 85501

City, State Zip

Deputy Director of Emergency Management

Signature

Date

Request for EMPG Funds
Federal Fiscal Year 2014
Arizona Division of Emergency Management

Application for Emergency Management Performance Grant Funds

Please contact Wendy Smith-Reeve at wendy.smith-reeve@azdema.gov or 602-464-6203 if you have any questions regarding this application.

Jurisdiction:	Gila		
EMPG Status	<input checked="" type="checkbox"/> Current EMPG Program participant <input type="checkbox"/> New EMPG Program applicant	Total Amount Requested	\$ 114,719

1. Provide a brief description of your jurisdiction's emergency management priorities and initiatives that will be addressed with these EMPG funds.

Contribute to the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities by focusing on plans, training and exercise activities.

Prevention	Protection	Mitigation	Response	Recovery
Planning				
Public Information and Warning				
Operational Coordination				
Intelligence and Information Sharing		Community Resilience Long-term Vulnerability Reduction Risk and Disaster Resilience Assessment Threats and Hazard Identification	Situational Assessment	

2. Select which description best describes the status of the designated emergency manager/coordinator for your jurisdiction.

- Full-time, permanent staff whose primary responsibility is as the emergency manager/coordinator
- Emergency manager/coordinator duties are assigned to full-time staff with other significant duties
- Emergency manager/coordinator is a part-time, or seasonal position, or contracted
- Emergency manager/coordinator duties are assumed as needed by other staff or elected officials

3. List the name and position title of each staff member whose position is funded through the EMPG Program, or used as EMPG Match.

Local EMPG Program Funded Staff	Indicate whether Full-time or Part-time Staff	If Part-time indicate number of hours worked per week
Name: Michael O'Driscoll	Part Time	50%
Position: Division Director, Health & Emergency Services		
Name: Debra Williams	Full Time	100%
Position: Deputy Director		
Name: Celena Cates	Part Time	50%
Position: Executive Administrative Assistant		
Name: Debra Blevins	Part Time	25%
Position: Financial Clerk		
Name: Betty Vanta	Part Time	30%
Position: Clerk		
Name:		
Position:		

4. Briefly describe the method used to code or track funded staff time spent on emergency management activities charged to the grant and/or used to meet local match requirement.

Gila County General Ledger budget account:
1005-106_4010.10 Regular Salaries and Wages-Emergency Management

Jurisdiction Point of Contact:

- Name:** Jeff Hessenius, Finance Director
- Address:** 1400 E. Ash St., Globe, AZ 85501
- Telephone Number:** 928-402-8743
- Fax Number:** 928-425-7056
- Email Address:** jhessenius@gilacountyaz.gov

Authorization to Submit Application:

By signature below the undersigned acknowledge they have been duly authorized by the jurisdiction to submit this application and will comply with the assurances, agreements, and/or special conditions set forth upon receipt of grant award.

Jurisdiction Financial Officer:

Printed Name: Jeff Hessenius
Finance Director

Deputy Director of Emergency Management

 For J.H. _____

Signature

Deputy Director of Emergency Management

 For M.P. _____

Signature

Jurisdiction Signatory Official:

Printed Name: Michael A. Pastor
Chairman, Gila County Board of Supervisors

Complete the EMPG Detailed Budget and Annual Work Plan below and include with application.

Federal Fiscal Year 2014
Emergency Management Program Grant Detailed Budget

A. Personnel

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the EMPG program. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Personnel			
Position Title	Annual Salary	% of Time Devoted to Grant	Total Personnel Costs
Division Director	\$ 87,415	50%	\$ 43,707
Emergency Management Deputy	\$ 49,537	100%	\$ 49,537
Division Executive Administrative Assistant	\$ 35,580	50%	\$ 17,790
Financial Clerk	\$ 24,812	25%	\$ 6,203
Administrative Clerk	\$ 37,748	30%	\$ 11,324
Total Personnel			\$ 128,562
Total Federal Contribution			\$ 64,281
Total Non-Federal Contribution			\$ 64,281

B. Fringe Benefits

Fringe benefits should be based upon actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation.

Fringe Benefits			
Position Title	Annual Fringe Benefit	% of Time Devoted to Grant	Total Fringe Benefit Cost
Division Director	\$ 34,966	50%	\$ 17,483
Emergency Management Deputy	\$ 19,815	100%	\$ 19,815
Division Executive Administrative Assistant	\$ 14,232	50%	\$ 7,116
Financial Clerk	\$ 9,925	25%	\$ 2,481
Administrative Clerk	\$ 15,099	30%	\$ 4,530
Total Fringe Benefits			\$49,446
Total Federal Contribution			\$24,723
Total Non-Federal Contribution			\$24,723

C. Travel

Itemize travel expenses of personnel by trip. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence).

Travel						
Travel Description	Location	Number of People	Rate	Days/Miles	Total cost (Number of People X Rate X Days or Qty)	Travel Dates
NIMS/ICS Compliant Training		In-State				
Meals & Incidentals		1	\$ 40	5	\$ 200	TBD
Airfare						
Lodging		1	\$ 75	5	\$ 375	
Rental Vehicle						
Other						
NIMS/ICS Compliant Preparedness Conference/Seminars		Out of State				
Meals & Incidentals		1	\$ 55	4	\$ 220	TBD
Airfare		1	\$ 605		\$ 605	
Lodging		1	\$150.00	4	\$ 600	
Rental Vehicle						
Other						
					Total Travel	\$2,000
					Total Federal Contribution	\$1,000
					Total Non-Federal Contribution	\$1,000

D. Equipment

List all non-expendable equipment to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used). Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items. In the narrative explain how the equipment is necessary and what funds will be utilized to sustain the equipment.

Equipment				
AEL Category	Item Description	Number of Items	Cost per Item	Total Cost of Items
N/A				
Total Equipment				0
Total Federal Contribution				0
Total Non-Federal Contribution				0

Equipment Narrative- N/A

F. Contractual

Consultants/Contracts				
Description	Name of Organization	Number of Hours	Cost Per Hour	Cost = (Number of hours X Cost Per Hour)
Monthly Copier Maintenance	Konica Minolta Business Solutions Inc., USA	Annual Contract	1 year	\$1,000
Monthly Radio Maintenance	Canyon State Wireless Communications	Annual Contract	1 year	\$ 2,900
Total Contractual				\$ 3,900
Total Federal Contribution				\$ 1,950
Total Non-Federal Contribution				\$ 1,950

Contractual Narrative

Describe what the contractual services are providing to you and how they support your emergency management work plan.

Monthly Copier Maintenance: supports operational activities

Monthly Radio Maintenance: supports radio communications equipment such as tower repeaters, handheld and mobile radios for field response.

G. Other Costs

In this list any other items or services that do not fall under the above listed categories.

Other Costs			
L	Number of Units	Cost Per Unit	Total Cost = Number of Units X Cost Per Unit
Telephone services	Annual Estimate	1	\$ 4,000
Utilities	Annual Estimate	1	\$ 2,000
Total Other			\$ 4,000
Total Federal Contribution			\$ 2,000
Total Non-Federal Contribution			\$ 2,000

Other Narrative

Describe what these costs are and how they support your emergency management work plan.

Telephone services: operational office connectivity plus and a 24/7 cell phone dedicated to emergency management.

Utilities: supports emergency planning and operations 24/7

Federal Fiscal Year 2014
Emergency Management Program Grant Annual Work Plan

Jurisdiction:	GILA
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Your jurisdiction will be required to report quarterly on your progress for each identified activity.

Reminder: The Arizona Division of Emergency Management directs the local jurisdiction pass through EMPG funding can only be used for salary and benefits of the EM program individual(s) identified on the attached application. Only salary and benefits associated with the EM staff time used to achieve the emergency management goal(s) can be reimbursed or used as local match through EMPG.

2014 EMPG Special Conditions/Grant Assurances

Check the boxes below indicating your understanding and concurrence with the following conditions and assurances:

- ADEM staff will conduct an Emergency Management Performance Grant (EMPG) on-site grant review during the period of performance. Jurisdictions may be required, during this site visit, to provide a spending plan to ADEM.
- Participate in the development of the State's annual Threat and Hazard Identification and Risk Assessment (THIRA) and/or Tribal partners can choose to independently develop and submit a Threat and Hazard identification and Risk Assessment and submit directly to DHS/FEMA by December 31, 2014.
- Develop a multi-year Training and Exercise Plan (TEP) and/or participate in the state multi-year Training and Exercise Plan Workshop (TEPW).
- Establish and maintain compliance with the National Incident Management System (NIMS).

Select from the following items and check the boxes below indicating the emergency management (EM) goals your jurisdiction's emergency management program plans to accomplish this grant performance period. The items checked will require updates in your quarterly programmatic reports.

2014 EMPG Grant Activities

Mitigation Plans

- Conduct a hazard analysis and risk assessment prior to mitigation plan development
- Develop/enhance all-hazards mitigation plans

Emergency Management/ Operation Plans

- Modify existing incident management and emergency operations plans aligning them with the guidelines of Comprehensive Preparedness Guide 101 Version 2 (CPG 101 V2)
- Modify existing incident management and emergency operations plans
- Develop/enhance comprehensive emergency management plans
- Develop/enhance large-scale and catastrophic event incident plans

Communications Plans

- Develop/enhance communication interoperability plans
- Develop/enhance tactical interoperability communications plans

Continuity/ Administrative Plans

- Develop/enhance Continuity of Operation (COOP)/Continuity of Government (COG) plans
- Develop/enhance financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

Whole Community Engagement/ Planning

- Develop/enhance emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Provide training and other support as necessary to assist local jurisdictions to further develop preparedness through community, school, and private sector/business outreach
- Build new partnerships to expand planning and citizen capabilities
- Community-based plans to advance "whole community" security and emergency management

**Federal Fiscal Year 2014
EMPG Annual Work Plan (continued)**

Jurisdiction:	GILA
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- Public education and awareness on emergency management and preparedness
- Plans to foster public-private sector partnerships
- Brief civic groups and senior citizens on local hazards and family preparedness plans
- Conduct awareness, individual response training, and evacuation drills in schools
- Conduct workshops on the local Emergency Operations Plan (EOP) / Emergency Response Plan (ERP)
- Arrange for disaster preparedness and response information to be included in utility bills, or as inserts in the local newspaper
- Publish emergency preparedness information in the local telephone directory
- Prepare an emergency preparedness calendar for distribution throughout the community
- Work with Local Emergency Planning Committee (LEPC) (where LEPC exists)
- Public education and awareness
- Develop or formalize agreements through letters or memorandums of understanding (MOU) to clarify mutual expectations, if existing, with local agencies or private organizations that can assist with emergency planning preparation, response, or recovery
- Develop intra-state mutual aid agreements that encourage building partnerships across all levels of government, tribal organizations, non-governmental organizations, and private entities in neighboring jurisdictions
- Program evaluations

Resource Management Planning

- Develop/enhance logistics and resource management plans
- Develop/enhance volunteer and/or donations management plans
- Acquisition of critical emergency supplies such as: shelf stable food products, water and/or basic medical supplies. (Acquisition of such items requires FEMA's approval and additional planning strategy.)

Evacuation Planning

- Develop/enhance evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry

Recovery Planning

- Develop/enhance disaster housing plans (such as create/support a local disaster housing task force)
- Develop/enhance short-term, intermediate and long-term recovery plans

Training and Exercise

- Develop, update, enhance, or conduct exercise activities
- Develop, update, enhance, or conduct training activities

Equipment

Intend to purchase allowable equipment identified within the Authorized Equipment List (AEL) identified by FEMA at <https://www.ilis.dhs.gov/knowledgebase>. Please identify type of equipment by checking appropriate box below.

- Information Technology (Category 4)
- Cyber security Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

Complete, scan and submit the EMPG Application and Work Plan to federalgrants@azdema.gov not later than April 4, 2014.

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		\$	\$	\$	\$	\$
2.						
3.						
4.						
5. Totals		\$	\$	\$	\$	\$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)					
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$	\$	\$	\$	\$

7. Program Income	\$	\$	\$	\$	\$
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Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	\$
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16-19)	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED (date formatted)	(FOR ADEM USE ONLY)
4/4/2014	
3. DATE RECEIVED BY STATE	
4. Annual County Allocation	

1. TYPE OF SUBMISSION:

Application	Preapplication
<input type="checkbox"/> Construction	<input type="checkbox"/> Construction
<input checked="" type="checkbox"/> Non-Construction	<input type="checkbox"/> Non-Construction

5. APPLICANT INFORMATION

County Name: Gila	Organizational Unit: Health & Emergency Services
Address (give city, county, state, and zip code): 5515 S. Apache Avenue Suite 400 Globe, AZ 85501	Name and telephone number of person to be contacted on matters involving this application (give area code): Debra L. Williams 928-402-8763

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 8 6 - 6 0 0 0 4 4 4	7. TYPE OF APPLICANT: (enter appropriate letter in box) A
6a. Dun & Bradstreet Number: 1 8 3 0 1 1 6 3 4	<p>A. County B. Municipal C. Township D. Interstate E. Intermunicipal O. Other (Specify)</p> <p>F. Independent School Dist. G. Private University H. Indian Tribe I. Individual J. Profit Organization</p>

8. TYPE OF APPLICATION:

New Continuation Revision

If Revision, enter appropriate letter(s) in box(es)

A. Increase Award B. Decrease Award C. Increase Duration
D. Decrease Duration Other (specify):

9. NAME OF STATE AGENCY: Arizona Division of Emergency Management	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Emergency Management State & Local Assistance
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10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:
9 7 - 0 4 2

TITLE: **Emergency Management Performance Grant**

12. AREAS AFFECTED BY PROJECT (Cities, Counties, etc.):
Countywide

13. PROJECT DATES:	14a. CONGRESSIONAL DISTRICTS:	14b. LEGISLATIVE DISTRICTS:
Start Date: 10/01/2011 Ending Date: 09/30/2013	1, 4	6, 7, 8

15. ESTIMATED FUNDING:	16. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION 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 ASSURANCES IF THE ASSISTANCE IS AWARDED.
a. Federal \$ 0.00	
b. Applicant \$ 0.00	
c. Other \$	
d. TOTAL \$ 0.00	

17. a. Type Name of Authorized Representative Michael A. Pastor	b. Title Chairman, Board of Supervisors	c. Telephone Number 928-425-3231
d. Signature of Authorized Representative		e. Date Signed (date formatted)

Exercise Data Table Template

Exercise Name	Date(s) of Exercise	Type of Exercise ¹	# of EMPG-Funded Personnel Participating ²	Date AAR Completed
The Great Arizona Shakeout 2013	10/17/2013	Drill	1	10/31/2013
2013 Arizona Statewide Exercise	11/06/2013	Gila EOC-Tabletop	2	12/02/2013

Training Date Table Template³

EMPG-Funded Personnel: Name	NIMS Courses – Completion Dates				FEMA Professional Development Series – Completion Dates						
	IS 100b	IS 200b	IS 700a	IS 800.b	IS 120a	IS 230b	IS 235b	IS 240a	IS 241a	IS 242a	IS 244b
Michael O'Driscoll	04/25/2011	05/10/2011	04/26/2011	05/11/2011							
Debra Williams	07/02/2012	07/31/2012	05/13/2005	07/08/2008	06/15/2010	08/08/2012	08/08/2012	04/17/2013	04/21/2013	07/30/2013	
Celena Cates	11/15/2012	11/16/2012	11/28/2012	11/29/2012		12/17/2012	12/20/2012	01/08/2013	03/07/2013	03/27/2013	
Betty Vanta	06/25/2005	08/13/2008	07/07/2008					04/26/2012	05/21/2012	05/21/2012	
Debra Blevins	New Hire-Training Pending										

¹ Exercise type includes: Seminar, Workshop, Tabletop, Game, Drill, Functional, and Full Scale

² Attach sign-in sheet(s) to EMPG Quarterly Reports

³ Each course is required to be completed once and upon revision

ARF-2448

Consent Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 05/06/2014

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

Request for Release of Funds and Certification Arizona Department of Housing.

Background Information

On March 18, 2014 the Board of Supervisors approved a Notice of Intent to Request Release of Funds for Residential Rehabilitation Projects using Rehabilitation Environmental Review (RER)/Appendix A Tiered Review Protocol. This request allowed for public comments on the Environmental Review Report (ERR) to be submitted to the Gila County Community Services Division Director by April 2, 2014. All comments received by said date would be considered by the Board of Supervisors prior to authorizing submission of a request for release of funds. No public comments were received.

Evaluation

Gila County Housing Services has or will be applying for funding through the Arizona Department of Housing (ADOH). If contracts are awarded, ADOH requires that agencies receiving funds submit a request for release of funds. ADOH has changed the process for requesting release of funds in that they are now allowing for a one-time request to cover multiple contracts and multiple years instead of submitting a request for each contract awarded. This request will cover the period from Fiscal Year 2014 through Fiscal Year 2016 and include the following contracts: Community Development Block Grant, HOME, State Special Projects, Community Development Block Grant Regional Account, State Housing Fund and Housing Trust Fund.

Conclusion

If contracts are awarded to Gila County Housing Services through the Arizona Department of Housing, approval of this request to release funds will ensure that Housing Services is in compliance with any contracts that are awarded.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this request for release of funds.

Suggested Motion

Approval of a Request for Release of Funds between Gila County Housing Services and the Arizona Department of Housing, which will allow Housing Services to request a release of funds for multiple contracts and multiple years if contracts are awarded, for the period of Fiscal Year 2014 through Fiscal Year 2016.

Attachments

Request for Release of Funds Multi Year Multi Contracts ADOH

Notice of Intent Release of Funds 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, SSP, HOME, CDBG RA, HTF, SHF	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) CDBG – Multiple Projects from FY 14 through FY 16 SSP – Multiple Projects from FY 14 through FY 16 HOME – Multiple Projects from FY 14 through FY 16 CDBG RA – Multiple Projects from FY 14 through FY 16 HTF/SHF – Multiple Projects from FY 14 through FY 16	10. Location (Street address, city, county state) Locations will vary throughout Gila County, with the exclusions of Indian Reservations and Floodplains.
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11. Program Activity/Project Description

CDBG – Owner Occupied Housing Rehabilitation on a minimum 6 projects per contract per Fiscal Year
HOME - Owner Occupied Housing Rehabilitation on a minimum 6 projects per contract per Fiscal Year
SSP - Owner Occupied Housing Rehabilitation on a minimum 6 projects per contract per Fiscal Year
CDBG RA - Owner Occupied Housing Rehabilitation on a minimum 2 projects per contract per Fiscal Year
HTF - Owner Occupied Housing Rehabilitation on numerous projects per contract per Fiscal Year
SHF- Owner Occupied Housing Rehabilitation on numerous projects per contract per Fiscal Year

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 Michael A. Pastor, Chairman, Gila County Board of Supervisors
X	Date Signed May 6, 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

March 26, 2014

Gila County Board of Supervisors

5515 S. Apache Ave., Suite 200

Globe, Arizona 85501

928-425-7631

REQUEST FOR RELEASE OF FUNDS

On or about April 3, 2014 the Gila County will authorize Gila County Housing Services to submit a request to the Arizona Department of Housing for the release of CDBG SSP, CDBG RA, HOME/SHF, and HTF 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 numerous projects with approximately \$2,061,000 in CDBG RA, CDBG SSP, and HOME/State Housing program funds.**

During the period January 1, 2013 to June 30, 2016 approximately \$2,061,000 (\$336,000 in FY 13-16 CDBG RA funds, \$900,000 in FY 13-16 CDBG SSP funds, and \$825,000 in FY 13-16 HOME/HTF/SHF funds) will be used by Gila County Housing Services to rehabilitate approximately 45 homes/units. The area of consideration for this program is: all project locations will be within Gila County boundaries, with the exception of floodplains and Indian Reservations.

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 April 2, 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 April 18, 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

Regular BOS Meeting**Meeting Date:** 05/06/2014**Submitted For:** Malissa Buzan, Community Services Division Director
Submitted By: Cecilia Bejarano, Executive Administrative Assistant, Community Services Division**Department:** Community Services Division **Division:** WIA DepartmentInformationRequest/Subject

Administrative Modification to the Gila/Pinal Workforce Investment Plan.

Background Information

Under the Workforce Investment Act of 1998, each Local Workforce Investment Board (LWIB) submitted to the Governor a comprehensive Two-Year Local Plan in partnership with the appropriate chief elected officials. Additional directives in the WIA Final Rules call for procedures to be established which the local areas shall follow when making an administrative modification to the Plan.

Evaluation

Program Year 2013 Gila/Pinal Plan has been modified; all additions, changes, etc are noted below.

1. Section I-Plan Development; Page 1- Addition

The PY2013 Gila/Pinal Workforce Investment Act Plan has been modified and the public comment period was February 20 through March 21, 2014. The Gila/Pinal Modification Plan was available at the following locations:

Gila County Community Services Division
5515 South Apache Avenue, Suite 200
Globe, Arizona

Hours - 8 am until 5 pm, Monday through Friday

Arizona Workforce Connection
1015 E. Florence Blvd, Suite A-100
Casa Grande, Arizona 85122

Hours - 8:00 am until 5:00 pm, Monday through Friday

Copies were also available on:

http://www.gilacountyaz.gov/government/community/wid_wib.php

2. Section IV - Planning and Evaluations; Page 9 - Deletion and additions: Comprehensive Center (add)

Gila County Community Services Division
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

Hours of Operation: M-F, 8:00 a.m. - 5:00 p.m.

Satellite/Access Point (delete all satellite centers and add the following)

Arizona Department of Economic Security
112 E. Highway 260
Payson, AZ 85541

Hours of Operation: M-F, 8:00 a.m. - 5:00 p.m.

Empowerment Systems, Inc.
2066 W. Apache Trail, Suite 116
Apache Junction, AZ 85220

City of Coolidge
Coolidge Public Library
160 W. Central Avenue
Coolidge, AZ 85128

3. Section V - Service Delivery; Page 12 - Delete second sentence in first paragraph and add the following:

Adult services are administered by Central Arizona Association of Governments (CAAG). Central

Arizona College was selected under the Request for Proposal process to administer youth services.

Page 14 - Delete second paragraph (Adult and Dislocated Workers) and add the following:

In Fiscal Year 2012, the Dislocated Worker Program transferred \$300,000 to the Tribal Adult Program and to Gila/Pinal Adult Program. The transfer did not impact services to the dislocated worker program and services will continue through the One-Stop Centers. No change in performance outcomes for the dislocated worker program as REPAC has always met or exceeded all dislocated worker measures. Effective October 1, 2013, the Gila County Re-Employment Pre-Layoff Assistance Center (REPAC) no longer serves as the Dislocated Worker Operator for the Nineteen Tribal Nations. REPAC is the dislocated worker program operator for the Gila and Pinal Counties.

Page 22 - Rapid Response-Delete first sentence, fourth paragraph and add the following:

REPAC Consortium provides Rapid Response for Gila and Pinal Counties.

Page 28 - delete second and third sentence in the first paragraph and add the following:

Central Arizona College has provided youth services in Gila and Pinal counties since July 1, 2012.

4. Section VI; Page 40 - Delete EO officer and add the following:

Christina Throop

Gila/Pinal EO Officer

5. Section VII; Page 43:

2. Delete PY2008 and add PY2013.

6. Appendix A - Public Notice on Modification

7. Appendix B - Comments on Plan

8. Appendix C - Change Administrative Entity Contact

9. Appendix D - Change Fiscal Agent Contact

10. Appendix H - Common Measures 2013

Conclusion

By approving these Administrative Modifications, the Gila County Community Services Division, Workforce Investment Act Department, will be in compliance with the Arizona Department of Economic Security guidelines.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve the Administrative Modifications to the Gila/Pinal Workforce Investment Plan.

Suggested Motion

Approval to accept the Gila/Pinal Workforce Investment Area's administrative modifications to the Gila/Pinal Workforce Investment Plan for Program Year 2013.

Attachments

Workforce Investment Plan Program Year 2013



GILA/PINAL WORKFORCE INVESTMENT AREA

WORKFORCE INVESTMENT PLAN PROGRAM YEAR 2013



Equal Opportunity Employer/Program.
Auxiliary aids and services are available upon request to individuals with a disability

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SECTION I

PLAN DEVELOPMENT

1. **Describe the involvement of the Chief Local Elected Official (CLEO), the Local Workforce Investment Board (LWIB) and stakeholders in the development of the Plan.**

The planning process began through a series of meetings held with the Gila/Pinal Workforce Investment Board and all stakeholders and other interested parties to provide an opportunity to comment and review on the two-year plan. The planning process was reviewed with the full WIB in October 2007. The plan was sent out to all WIB members and One-Stop Committee to review and comment. The Gila/Pinal Board of Supervisors approved the plan in March 18, 2008.

2. **Describe the process used to make the Plan available to the public, as well as key stakeholders, and the outcome resulting from review of public comments. Describe measures taken to include or address all comments received within the review period. [A copy of the published notice should be included as Appendix A. (For internet publication, a screen print is acceptable.) Also include a copy of any distribution list used for notification of key stakeholders] Any comments related to the Plan should be included as Appendix B.**

The Gila/Pinal Workforce Investment 2008-2009 Plan public comment period was February 13, 2008 through March 17, 2008. Notice of public comment was printed in various local newspapers (Appendix A). The WIB will review comments, where appropriate and address them in the plan. No comments (Appendix B)

Copies of the plan were made available at the Gila/Pinal Workforce Investment Area's One-Stop locations, as well as the Gila County Division of Health and Community Services, 5515 S. Apache Avenue, Suite 200, Globe, Arizona.

The PY2013 Gila/Pinal Workforce Investment Act Plan has been modified and the public comment period was February 20 through March 21, 2014. The Gila/Pinal Modification Plan was available at the following locations:

*Gila County Division of Health and Community Services
5515 South Apache Avenue, Suite 200
Globe, Arizona
Hours - 8 am until 5pm, Monday through Friday*

*Arizona Workforce Connection
1015 E. Florence Blvd, Suite A-100
Casa Grande, Arizona 85122
Hours - 8:00 am until 5:00 pm, Monday through Friday*

Copies were also available on:

http://www.gilacountyaz.gov/government/community/wid_wib.php

SECTION II

GOVERNANCE STRUCTURE

- 1. Describe the role of the Chief Local Elected Official (CLEO) in the governance and implementation of WIA in the local area. In local areas consisting of more than one unit of government, indicate the decision making process between the local elected officials.**

The Gila/Pinal Workforce Investment Board forwards its recommendations for appointment of members to the Gila and Pinal County Board of Supervisors for review, approval and appointment of individuals from within their respective jurisdictions.

Gila County, as fiscal agent and grant recipient, approves and signs all contracts for the Workforce Investment Act. Gila and Pinal Board of Supervisors agreed that Gila County would act as Fiscal Agent for the local area. A resolution to designate Gila and Pinal Counties as a Consortium is included in Appendix C. Gila County Board of Supervisors also reviews and approves the Gila/Pinal Workforce Investment Area Two Year Plan.

- 2. Identify the entity responsible for the administrative functions in the delivery of WIA services. Provide contact information for the administrative entity and a copy of the agreement between the CLEO and administrative entity reflecting the designation and responsibilities. Administrative entity contact information and copies of the agreement should be included as Appendix C.**

In 2000 Gila County was designated the entity responsible for the administrative functions in the delivery of WIA services. The Gila County Board of Supervisors has given the authority of administering the funds to the Gila County Division of Health and Community Services by approving the Gila/Pinal Workforce Investment Plan in April 2000 (Appendix C). Contact information and Agreement designating Gila County as the administrative entity is included in Appendix C.

- 3. Identify the entity responsible for the disbursement of grant funds, as determined by the CLEO. Provide contact information for this fiscal entity, as well as a copy of the agreement between the CLEO and the entity, which reflects the fiscal agent designation. Fiscal agent contact information and copies of the agreement should be included as Appendix D.**

In 2000 Gila County was designated as the entity responsible for the disbursement of grant funds. The Gila County Board of Supervisors has given the Gila County Division of Health and Community Services the responsibility of the disbursement of grant funds by approving the Gila/Pinal Workforce Investment Plan in April 2000 (Appendix D). Contact information and Agreement designation of the Fiscal Agent is included Appendix D.

4. Identify the One-Stop Operator. The Local Workforce Investment Board (LWIB) has two choices for establishing a One-Stop Operator. The One-Stop Operator can be selected through a competitive process or an agreement can be reached between the local WIB and a consortium of three or more One-Stop partners [WIA §117 (d)(2)(A) and §121 (d)(2)(A)]. Describe the process for selection and the relationship of the One-Stop Operator to the LWIB (i.e.: when and how the One-Stop Operator was selected.) As Appendix E provide one of the following:

- **If the One-Stop Operator was selected through a competitive process, provide a copy of the One-Stop Operator agreement (i.e.: contract), or**
- **If the One-Stop Operator is a consortium of three or more One-Stop partners provide a copy of the most recent consortium agreement and/or a copy of the official LWIB meeting minutes in which the consortium was approved.**

The One-Stop Operators in Gila and Pinal counties are selected and voted on during the approval of the Two Year Plan. The One-Stop Agreement designating the One-Stop Operators is included in Appendix E. Also, the Gila/Pinal Workforce Investment Plan includes the approval of the designated One-Stop Operators by the Gila/Pinal WIB.

5. Provide an organizational chart (Appendix F) that delineates the relationship between the agencies involved in the workforce development system, including the CLEO, administrative entity, fiscal entity, One-Stop Operator and the required/optional One-Stop partner programs and lines of authority.

The attached chart (Appendix F) describes the relationship between the agencies and partners involved in the workforce development system for the Gila/Pinal Workforce Investment Area.

SECTION III

ECONOMIC INDICATORS

Provide a detailed analysis of the local economy, the labor pool, and labor market. The LWIB should use LMI resources such as the Training and Education Research Model (TERM), County Indicators for Arizona, etc.) The analysis must include:

1. The current makeup of the local economic base by industry.

The Gila/Pinal Workforce Investment Area consists of two vastly different areas of local economic bases. Pinal County encompasses 5,371 square miles. In both economy and geography, Pinal County has two distinct regions. The communities of Mammoth, Oracle, San Manuel, and Kearny have traditionally been active in copper mining, smelting, milling and refining. Arizona City, Eloy, Maricopa, Picacho, Red Rock and Stanfield have agriculture based-economies. Apache Junction, Arizona City, Coolidge Eloy and particularly Casa Grande have diversified their economic base to include manufacturing, trade, and services. This expansion and diversification has been facilitated by their location in the major growth corridor between Phoenix and Tucson, except for Apache Junction which is to the east of Mesa. The southern $\frac{3}{4}$ of Pinal County and a small area in Apache Junction are designated as Enterprise Zones.

Much of the local economic growth is generated from healthy population growth. The services and retail trade industries are responsible for much of the current strength in the local economy. Average unemployment rate in Pinal County in 2007 was 4.8%. Population of Pinal County in 2006 is 299,875 compared to 116,379 in 1990 and 179,727 in 2000. Strong migration from metropolitan counties like Maricopa and Pima has accounted for much of the growth. Housing affordability in Pinal County is considerably better than in Maricopa or Pima. In response to this increased migration into the county, there has been a flux of housing development projects in Pinal which has been a boom to local construction companies.

The non-farm, private-sector economy in Pinal County is driven by certain manufacturing industries, tourism, and private prisons. Several correctional facilities are located in Pinal County. Some are privately run (the facilities support services industry), some are run by the state, and some are federal facilities. The state-funded facilities can be considered to be largely basic to the county economy. The federal facilities are basic to the county economies.

The following chart shows Non-Farm Employment by Sector in Pinal County in December 2007.

NON-FARM EMPLOYMENT BY SECTOR	
Services and Miscellaneous	42,325
Government	18,400
Trade, Transportation & Utilities	9,075
Education and Health Services	4,275
Leisure and Hospitality	4,000
Mining and Construction	3,500
Manufacturing	3,575
Professional & Business Services	3,350
Financial Activities	1,175
Information	300

Source: Arizona Workforce Informer

Gila County covers 4,796 square miles and is one of Arizona's most rural counties, where the principal economic activities are mining and tourism. Because of the tourism, the trade and service industries play an important and growing role in the county's economy. Payson is the largest and most rapidly growing town in the County and Globe is next largest. Gila County's population in 2006 is 56,800 compared to 40,216 in 1990. The average unemployment rate in 2007 is 4.5%.

The economic base is comprised of mining, tourism, government, mining and some forestry. The southern part of the County has identified tourism as its economic driver and has combined the local chamber of commerce with the local economic development organization to make better use of their resources. The northern part of the County has based its strategy on upper scale housing and recreation as a basis to attract new technology business. Portions of Gila County including parts of Payson, Hayden, and Winkelman have been designated as an Enterprise Zone. Another obstacle in attracting new businesses is that Gila County has a very small percentage of land in private ownership, which limits the options for development.

Mining remains the dominant driving force in Gila County economy. Mining was dominated by the high paying and export copper mining industry. Tourism, especially related to casinos, also helped drive the economy.

The following chart shows Non-Farm Employment by Sector in Gila County in December 2007.

NON-FARM EMPLOYMENT BY SECTOR	
Private Service Providing	4,925
Other Private Services	4,725
Goods Producing	2,950
Trade, Transportation & Utilities	2,425

Source: Arizona Workforce Informer

2. Industries and occupations most critical to the Local Workforce Investment Area (LWIA) and which occupations are expected to grow or decline in the short term and over the next decade.

The following charts indicate the industries/jobs to grow and decline in Gila and Pinal counties.

Gila County Growing Industries	2004-2007 Job Growth
Government	439
Building material and supplies dealers	131
Other specialty trade contractors	99
Building equipment contractors	94
Private households	60
Consumer goods rental	29
Remediation and other waste services	20
Other motor vehicle dealers	15
Gila County Declining Industries	2004-2007 Job Growth
Elementary and secondary schools	-148
Professional and similar organizations	-41
Accounting and bookkeeping services	-38
Employment services	-28
Civic and social organizations	-11
Cable and other program distribution	-10
Electronic equipment repair and maintenance	-5

Pinal County Growing Industries	2004-2007 Job Growth
Government	4,118
Limited-service eating places	792
Residential building construction	541
Employment services	322
Building finishing contractors	209
Clothing stores	176
Plastics product manufacturing	174
General freight trucking	167
Accounting and bookkeeping services	132
Consumer goods rental	94
Business support services	76
General rental centers	51
Lumber and construction supply merchant wholesalers	45
Commercial machinery repair and maintenance	32
Activities related to credit intermediation	27
Pinal County Declining Industries	2004-2007 Job Growth
Specialized freight trucking	-85
Machinery and supply merchant wholesalers	-80
Nursing care facilities	-66
Land subdivision	-35
Printing and related support activities	-29

Source: Arizona Workforce Informer

A TERM Report is not available for Gila and Pinal Counties. The Arizona Balance of State is being utilized.

OCCUPATIONAL PROJECTION				
SOC	2008 Projected	2 Year Change	2014 Projected	10 Year Change
Management	4,373	3.9%	24,632	34.2%
Business & Financial	1,851	4.3%	14,490	30.5%
Computer & Math	626	5.6%	5,695	39.7%
Architecture & Engineering	416	5.6%	5,307	28.5%
Life, Physical & Social Science	360	5.3%	4270	17.9%
Community & Social Service	1679	3.6%	6,925	49.3%
Legal Occupations	258	3.6%	2,258	43.6%
Education, Training, and, Library	599	3.8%	37,009	58.3%
Arts, Design, Entertainment	711	4.1%	6,038	27.6%
Healthcare Practitioners	3,689	7.8%	25,635	46.8%
Healthcare Support	1,839	9.2%	13,577	52.3%
Protective Service	2,969	2.7%	19,329	38.3%
Food Preparation	8,040	5.5%	52,175	41.9%
Building and Grounds Cleaning	3,658	5.3%	23,631	45.2%
Personal Care	4,665	5.6%	15,865	48.5%
Sales and Related	6,393	3.6%	47,474	20.0%
Office and Adm. Support	9,500	2.9%	69,421	23.1%
Farming, Fishing, and Forestry	6,214	6.3%	10,954	6.7%
Construction	6,214	6.2%	43,477	30.3%
Installation, Maint.	3,286	3.9%	21,270	29.6%
Production	2,138	4.6%	18,885	25.7%
Transportation	4,777	5.9%	27,462	26.0%

Source: Arizona Workforce Informer

SECTION IV

PLANNING AND EVALUATIONS

Note: Presently LWIBs self-define and self-declare comprehensive One-Stop sites; however the GCWP is in the process of developing Arizona’s chartering process that will require modifications to local plans upon implementation.

- 1. Describe the Arizona Workforce Connection system in your LWIA. Provide strategic information about the availability and coordination of Arizona Workforce Connection services, including:**
 - a) Number, type of sites (i.e.: comprehensive, affiliate, electronic access), and site locations.**
 - b) Factors used to assess the effectiveness of such configuration. Include factors for determining a location’s business hours and the types of services offered.**

The primary goal of the Gila/Pinal Workforce Investment Area One-Stop Delivery System is to effectively respond to the needs of the employers, job seekers, and the community. The One-Stop Centers provides services to customers and employers that are unified in its approach and, also, serve to produce quality outcomes. The Gila/Pinal One-Stop System shall provide all customers access to workforce and labor market information in order to make informed decisions, utilize self-help and customer assisted services, and provide access to partner services and resources.

Services to customers shall be unified throughout all One-Stop locations, be tailored to the needs of each individual customer, allows customer choice, and meet the standards required to enter or grow in the local workforce demand occupation areas; and to build employer confidence in the One-Stop System. The Gila/Pinal Workforce Investment Area provides a “Menu of Services” that includes all services to be provided at the local one-stops.

Design and management of the centers and delivery of services will be specific to the needs of customers, and customer satisfaction will be a key measure of accountability and effectiveness. The One-Stop Partners agree to support each other in their respective provision of services and to facilitate joint provision of services consistent with the needs of their respective customers, the program goals of the partner organizations, and laws and regulations governing the programs they operate.

Overview of services includes the following:

- Core services will be available universally and will not require an eligibility determination. All customers, including those with special needs and barrier to employment, will have access to a core set of services at each access point in the One-Stop System. The One-Stop Centers are designed to provide information to make career and labor market decisions. Core services include: eligibility determination; outreach; intake, assessment; job search and placement; labor market information; and follow-up services.
- Individuals unable to obtain employment through core services and employed individuals who need services to obtain or retain employment that leads to self-

sufficiency are eligible for intensive services. The individuals must receive at least one core service. Intensive services include: individual counseling; group counseling; assessment; development of individual employment plan; adult education; pre-vocational services; internships; work experience; work readiness; case management; and supportive services.

- Occupational training services will be provided for adults and dislocated worker who have met eligibility requirements. Occupational training services must provide maximum customer choice in the selection of the training provider. To build a demand-driven system that provides more access to training, the Gila/Pinal Workforce Investment Area will partner with employers and businesses to design specific training programs that address specified skill shortages within the local area.

The one-stop centers will provide: one-stop reception area; flexible hours of operation; Arizona Workforce Connection signage; ADA compliance; and resource room with computer with Internet access, access to copy, fax and printer.

Comprehensive Center

Arizona Workforce Connection
1015 E. Florence Blvd.
Casa Grande, AZ 85222
Hours of Operation: M-F, 8:00 a.m. – 5:00 p.m.

Comprehensive Center

Gila County Community Service Division
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501
Hours of Operation: M-F, 8:00 a.m. – 5:00 p.m.

Satellite/Access Point

Arizona Department of Economic Security
112 E. Highway 260
Payson, AZ 85541
Hours of Operation: M-F, 8:00 a.m. – 5:00 p.m.

Empowerment Systems, Inc.
2066 W. Apache Trail, Suite 116
Apache Junction, AZ 85220

City of Coolidge
Coolidge Public Library
160 W. Central Avenue
Coolidge, AZ 85128

2. Describe any regional workforce development partnerships. Describe the purpose of these partnerships, the roles, goals and objectives along with the activities (such as regional planning, information sharing and/or coordination activities) that will help improve performance.

The Gila/Pinal Workforce Investment Board, Central Arizona College and the local One-Stop Partners are committed to building a Comprehensive One-Stop Site in Pinal County. Central Arizona College has committed to renovate a 1200 square foot building to serve as the Comprehensive One-Stop Center and establish a skills center on site in conjunction with CAC's GED/ABE/ESL programming. *This One-Stop Center opened in May 2008 at 1015 E. Florence Blvd., Casa Grande.*

Arizona Shared Vision for Youth expanded their project in Gila and Pinal counties. This project targeted foster youth to provide employment and job training opportunities. Youth Service Provider has form a partnership with the Independent Living Program, a program contracting with the State to provide services to this target group.

A partnership with Eastern Arizona College/Gila Community College to provide a Work Readiness Academy for youth in the summer months has been accomplished. All youth will receive pre and post tests for Work Readiness Skills, as wells as a certificate of completion and college credits. Central Arizona College is working closely with WIA to provide a "Ready-Set-Go, program to provide life skills classes to all WIA participants to include certificate of completion and college credits.

A partnership with the Arizona Youth Partnerships, a non-profit agency, has developed a Youth Leadership Academy. The mission of this academy is to keep youth in school, keep you off o drugs and alcohol, reduce teen pregnancies, teen births, sexually transmitted diseases, and create safe, a drug-free community, and healthy environment for children, youth, and families in rural communities and Native American Reservations in Arizona.

The Gila/Pinal Workforce Investment Area recently supported the regional collaborative efforts of the Central Arizona Partnership for Regional Innovation (CAPRI) under the WIRED initiative. The WIRED initiative was between the City of Phoenix Community and Economic Development Department, Maricopa Workforce Connection and the Gila/Pinal Workforce Investment Board. The WIRED Proposal included: 1) support the Bio-Industry, Healthcare, and Advanced/Hi-tech Manufacturing sectors by developing career lattices from entry level to senior level positions, 2) institute a pipeline of qualified workers by implementing customized training, and 3) provide skills training to incumbent workers and unemployed workers, especially mature workers and recently separated veterans and those affected by the Base Realignment Commission project.

SECTION V

SERVICE DELIVERY

Delivery System

- 1. Provide a description of the service delivery network; include the services provided by each partner agency.**

The Gila/Pinal Workforce Investment Area through the One-Stop System shall provide a full range of services through designated one-stop partners. Services to customers and employers shall be unified in its approach and, also, serve to produce quality outcomes to both groups in the workforce development experience. The One-Stop Centers shall provide all customers' access to workforce and labor market information in order to make informed decisions, utilize self-help and customer assisted services and provide access to partner services and resources.

The One-Stop System provides direct access to core services by different partners and linkages to intensive and training services. Customers can access local labor market information—making informed choices as they prepare for a first job, change careers or transition into new areas.

Core, Intensive and Training services are provided through Comprehensive One Stop Centers or through other affiliated sites or specialized centers. Core services can be a self-service or staff assisted service, intensive services are provided to individuals unable to find work through core services, and training services are available to employed and unemployed adult and dislocated workers who have met the eligibility criteria for intensive services, who have received one intensive service and who are unable to obtain or retain employment through those services.

Services to employers shall offer unified general services throughout out all One-Stop locations; meet the individual employer needs; provide assistance from knowledgeable staff, provide labor market information; and provide access to partner services and resources.

The services provided by one-stop partners include:

- WIB Title 1B: services for adults, youth, dislocated workers, rapid response and services to businesses. Services include orientation, workshops, assessment, job search, recruitment assistance, job fairs, training, and labor market information.
- DES Employment Services, TAA, Unemployment Insurance, Migrant and Seasonal Farm Worker: Access to unemployment insurance, job referrals, labor market information, job search workshops, job matching, applicant recruitment, job fairs.
- DES Veterans Services – Career counseling, job placement, assessment, labor market information.

- DES Vocational Rehabilitation – assessment, occupational skills training, counseling, support groups, and coordinating resources for the individuals.
- Title V Senior Community Service Employment Program –Title V program, authorized under the Older Americans Act, provides subsidized, part-time community service training opportunities to eligible low-income persons age 55 and over.
- Post Secondary – participants are referred to local community colleges for post secondary education.
- Manpower – Provides temporary and contract employment
- Native American Programs – Information and referrals to appropriate agencies.
- Adult Education – Individuals are referred to local literacy programs.
- Community Action Programs – Provides emergency utility assistance and eviction prevention assistance.
- Section 8 Housing Assistance – Provides Section 8 Housing Assistance to voucher holders.
- Job Corp – Individuals are referred to Job Corp as appropriate.

Dislocated Worker services are administered by the Gila County Reemployment and Pre-layoff Assistance Center (REPAC) Consortium. *Adult services are administered by Central Arizona Association of Governments (CAAG). Central Arizona College was selected under the Request for Proposal process to administer Youth services.* Core, intensive and training services are provided through Comprehensive One Stop Centers or through affiliated sites within the consortium geographic areas. Services are available to all dislocated workers, adult, youth, and include coordination with other WIA partner agencies.

2. Describe overarching service delivery strategies, including the following:

- a) **The strategy for seamless service delivery including: transition between core, intensive and training services and referral to partner services for both businesses and individual customers.**

The Gila/Pinal Workforce Investment Area's strategy for a seamless delivery system begins with effective partnerships and communications with WIA and Non-WIA partners. Job seekers through a Comprehensive One Stop Center may access self-assisted services; all job seekers are required to complete a VOS Registration. Job seekers may self-register or receive staff assistance with the registration process. They may begin to utilize resources immediately or sign up for group orientation and workshops. Job seekers are provided a menu of services available through accessing the Comprehensive One-Stop Center.

Job seekers at time of registration may be referred to a WIA or non-WIA partner. All job seekers accessing services funded by WIA Title IB monies will be assigned to a Career and Employment Specialist (CES)/Case Manager (CM) to begin the enrollment process by enrolling in a core service. The CES/CM will administer an initial assessment to determine if individual would benefit from WIA programs.

Once this determination is made, the CES/CM will schedule the individual for the initial intake and eligibility. Intensive services are available to eligible adult and dislocated workers who have completed at least one core service and are unable to obtain employment through core services and determined in need of additional services to obtain or retain employment leading to self-sufficiency.

Customers who meet the eligibility requirements and are in need of training must complete other activities that help assess areas of interest and selection of a training program and provider. Once a decision has been made as to the training program, a request for training is submitted with required documentation for approval to WIA Program Manager. If training is approved, an Individual Training Account (ITA) is completed and forwarded to the eligible training provider authorizing individual to begin training. Long-term and short-term training is offered to individuals and is determined on a case by case basis.

Employers can access a menu of services through accessing the Comprehensive One Stop Center. Services may include posting of job openings, labor market information, and recruitment of prospective employees by searching through resumes posted in VOS or can request staff initiated job candidate referrals. Workshops and assistance with applicant recruitment and screening are available at no cost to the employer.

Customers will have choices in the mechanisms through which to access services and in the services themselves, based on their individual needs and preferences. Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities.

Services to employers shall offer unified general services throughout out all One-Stop locations; meet the individual employer needs; meet the needs of the community; provide knowledgeable staff, provide labor market information; and to provide access to partner services and resources.

b) The type and availability of training and employment activities and supportive services available in the Local area. Include a description of how these were assessed/determined.

The Gila/Pinal Workforce Investment Area utilizes labor market information obtained from the DES Research and Administration to ensure that education and training opportunities meet the demands of businesses and their needs. The Gila/Pinal Workforce Investment Area has identified specific high growth and high demand jobs to target for skills training and employment to Healthcare, Construction, Mining, Government, Retail Services and Correctional Officers.

The Gila/Pinal WIA will partner with employers and businesses to design specific training programs that identify specified skill shortages within the local area. The

local area will establish methods to collaborate and entice new businesses and existing businesses to provide On-The-Job Training (OJT) or Customized Training through the One Stop System. Due to the rapid growth in Pinal County, the LWIB is continuously working to partner with high growth industries.

Training services, except On-the-Job Training and Customized, must be provided through certified eligible providers utilizing the ITA System to maximize customer choice. The mode of delivering training services must provide maximum customer choice in the selection of the training provider. Training must be linked to demand occupations.

To better assess skill gaps, the Gila/Pinal Workforce Investment Area will conduct workforce needs assessments and skills gap analysis to better target the skill gaps. Once the assessments are complete, staff will form working groups with post-secondary education and businesses to identify those skill gaps and provide customer access to quality education and training tailored to their individual learning and workplace needs.

All WIA participants will be provided supportive services as needed and shall be documented during assessment on the Individual Service Strategy or Individual Employment Plan. Supportive services will be provided depending on availability of funds. Supportive services include but are not limited to: transportation, daycare, work related tools, clothing, utilities, shelter, and rental assistance.

- c) Describe the coordination of Arizona Workforce Connection partner services Include a copy of the Memorandum of Understanding (Appendix G) between the LWIB and each partner in the local workforce investment system, as required in WIA Section 118(b)(2)(B).**

The Gila/Pinal Workforce Investment Board One-Stop Committee meets monthly to coordinate activities between the one-stop partners and to ensure all core services are available in the One-Stops. The One-Stop Committee is composed of one-stop partners and interested WIB members. This committee's duties include the oversight of all the One-Stops in the Gila/Pinal Workforce Investment Area.

Adults and Dislocated Workers

Describe any plans for transferring of funds between the Adult and Dislocated Worker programs. If planned, include the circumstances applicable to a transfer request, the measures to assure no loss of service to the original program population, and the expected impact on program performance.

In Fiscal Year 2012, the Dislocated Worker Program transferred \$300,000 to the Tribal Adult Program and to Gila/Pinal Adult Program. The transfer did not impact services to the dislocated worker program and services will continue through the One-Stop Centers. No change

in performance outcomes for the dislocated worker program as REPAC has always met or exceeded all dislocated worker measures.

Effective October 1, 2013, the Gila County Re-Employment Pre-Layoff Assistance Center (REPAC) no longer serves as the Dislocated Worker Operator for the Nineteen Tribal Nations. REPAC is the dislocated worker program operator for the Gila and Pinal Counties.

Core Services

Describe how the LWIB ensures adults and dislocated workers have universal access to the minimum required core services. Describe how partner services are integrated to avoid duplication of core services.

The One-Stop System provides an integrated approach to the provision of services. Through the enhanced coordination and linkages between One-Stop Partners, information on adult and dislocated worker program services is made accessible to customers in Gila and Pinal Counties One-Stop.

The One-Stop System principles are universal access, empowering individuals, streamlining services, State and local flexibility, increased accountability, strong role for LWIB and private sector, and improved youth programs. The One-Stop System can provide a map to services available, coordinate services to develop skills of job seekers, enable employer needs to be voiced and communicated.

Core services will be available universally and will not require an eligibility determination. The core services applicable to any One-Stop Partner program include the following:

- Eligibility determination for available funding sources;
- outreach, intake (which may include worker profiling), and orientation to the information and other services available through the One-Stop System;
- initial assessment of skill levels, aptitudes, abilities, and supportive needs;
- job search and placement assistance, and where appropriate, career counseling;
- information on employment statistics and job information;
- performance information on eligible providers of training services;
- information on local area performance;
- information to assist in filing UI claims;
- assistance in establishing eligibility of financial assistance for training and education programs; and,
- follow-up services, including counseling, for individuals placed into unsubsidized employment for at least 12 months following placement.

All customers, including those with special needs and barriers to employment, will have access to a core set of services at each access point in the One-Stop System, designed to provide information to make career and labor market decisions. Core and intensive services will be made available at multiple locations. Training and support services will be accessed through initiating transactions at these access points

Intensive Services

1. Describe measures taken to ensure intensive services are provided to adults and dislocated workers who meet the criteria in WIA Section 134(d)(3)(A).

Individuals unable to obtain employment through core services and employed individuals who need services to obtain or retain employment which leads to self-sufficiency are eligible for WIA Intensive Services. The individuals must receive at least one core service.

Intensive services will be provided to those WIA adults and dislocated workers who have been determined by staff to be in need of more intensive services, in order to obtain and retain employment that leads to self-sufficiency.

WIA Intensive services include:

- individual counseling;
- group counseling;
- comprehensive assessment;
- development of individual employment plan
- adult education;
- pre-vocational services;
- internships;
- work experience;
- work readiness;
- case management; and
- supportive services.

Intensive services for adults and dislocated workers will be delivered in Gila and Pinal through the designated One-Stop Operators.

2. Describe your local co-enrollment process between WIA dislocated worker program and TAA.

Collaboration efforts between the REPAC Consortium Dislocated Worker Program and the Trade Adjustment Act (TAA) will be made to foster program communications, increase awareness and integrate service delivery for our mutual participants.

Guidelines were developed jointly by REPAC and TAA to ensure the availability of services to individuals affected by a layoff due to foreign competition. REPAC determines eligibility in the WIA Dislocated Worker Program and TAA eligibility by information received from the participant or by accessing the website www.doleta.gov/tradeact/ to verify employer has filed a petition and company has been certified. WIA dollars will be utilized first for participant, unless otherwise agreed to by both partners. REPAC C&E Specialist will contact TAA career counselors to discuss participant's employment plan. Services will be coordinated between WIA and TAA to avoid duplication of service from both funding streams.

Communication between REPAC C&E Specialist and TAA career counselors will be ongoing to leverage services. Upon successful completion of program, a Status at Exit form will be completed by REPAC C&E Specialist and copy mailed to TAA career counselor.

- 3. Describe local policies regarding self-sufficiency, including the process for establishing, monitoring compliance with and updating policy. Identify the local self-sufficiency standards approved by the LWIB for employed adults and dislocated workers as a percentage of the Lower Living Standard Income Level (LLSIL). Describe how your LWIB ensures the self-sufficiency level in your area is reflective of the current labor market information available.**

The Gila/Pinal Workforce Investment Board policy for determining self-sufficiency can be defined as 125% of poverty level for adults and 150% of poverty level for dislocated worker programs. The Gila/Pinal Workforce Investment Board staff reviews and analyzes data with respect to the self-sufficiency levels and recommendations are then forwarded to the WIB. Self-sufficiency is reviewed for compliance through the eligibility process.

Training Services – Adult and Dislocated Worker

- 1. Describe local Individual Training Account (ITA) policy, including the current threshold for each ITA. Include procedures to ensure that exceptions to the use of ITAs, if any, are justified. Describe measures to leverage resource to provide increased access to training opportunities.**

WIA funding for training is limited to participants who:

- are unable to obtain grant assistance from other sources to pay the cost of the training; or
- require assistance beyond what is available under grant assistance from other sources to pay the costs of such training.

Service Providers must coordinate training funds available and must consider the availability of Pell Grants and other sources of grants to pay for training costs, so that WIA funds supplement other sources of training grants.

The One-Stop System is the basic delivery system for adult and dislocated worker services. Through the One-Stop Systems, adults and dislocated workers in need of training will be provided an Individual Training Account and access to lists of eligible providers of training. The mode of delivering training services must provide maximum customer choice in the selection of the training provider.

Individual Training Accounts allow customers to choose the provider of training service based on the specific information listed by the provider. Each One-Stop office must make available to customers the State List of Eligible Providers through the ArizonaHeat.

The amount of the Individual Training Account shall not exceed \$4,300. Funding depends on the needs of the participants; however, funding, also, depends on the amount allocated for each participant. Length of training will be determined by WIA staff on a case by case basis. Upon receipt of funding allocations, the LWIB may establish limits on ITA's such as limitations on the dollar amount and/or durations. Training services shall be directly linked to occupations that are in-demand in the local area, or in another area to which an adult or dislocated worker receiving such services is willing to relocate.

2. Describe how the Eligible Training Provider System is used to provide improvement of education and training opportunities in response to the needs of business and industry. Include the policies and procedures to determine eligibility of training providers, and processes to update or revise system information.

The Gila/Pinal Workforce Investment Area follows the statewide process to identify and approve eligible training providers utilizing the Department of Education website ArizonaHeat. The types of training providers eligible for this list include, but are not exclusive to Post-Secondary Educational Institutions, Vocational Education Institutions, and Community-based Organizations who provide occupational training and Apprenticeship Programs through an application and approval process.

To be eligible to receive training funds, all training providers must submit applications online to the local boards in which they wish to provide services. The application must describe each program of training services to be offered.

The local board takes into consideration:

- The specific economic, geographic and demographic factors in the local area; and
- The characteristics of the population served by programs seeking eligibility, including the demonstrated difficulties in serving these populations;
- The ability of the training provider to provide training services;
- Cost effectiveness, and
- Gila/Pinal Demand Occupation List.

If provider application is approved by the LWIB, the application is submitted electronically to Department of Education. The LWIB shall determine, during the subsequent eligibility determination process, whether a provider's programs meet performance levels. If the program fails to meet levels, the program must be removed from the list.

Service to Specific Populations

Describe the local strategies to ensure availability of services and training to meet the needs of the following:

Dislocated Workers	Displaced Homemakers	Low-Income Individuals	Migrant Workers	Women and Minorities
Individual training for non-	Veterans	Public Assistance	Individuals with multiple barriers	Older Individuals

traditional employment		Recipients		
Persons w/limited English Proficiency	Persons with Disabilities	Ex-Offenders	TAA	Dropouts, High School Graduates with low functional levels

All One-Stop customers which include all of the above will receive universal access to core services without targeting anyone group. They will have access through a three-tiered service delivery system. A full array of information, including job applicant services, workforce information, employer services, and tax credit and other information, will be provided. Universal access to core services is available to all job seekers regardless of their employment status, income, education, or skill levels thus ensuring universal access.

- Dislocated Workers - Dislocated Worker program will be provided REPAC in Gila and Pinal Counties. Staff is located at the One-Stop Centers in both counties. Services to be provided to dislocated workers are core, intensive, and training. Training services must provide maximum customer choice. Also, the Rapid Response Team coordinates with the One-Stop Centers, Employment Services, Unemployment Insurance, TAA, and other partners to provide on-site presentation to the affected works to provide information on available services.
- Displaced Homemakers – Coordination between the One-Stop Operators, ADES Employment Services, ADES Family Assistance Administration, TANF Program, and local community based organizations will ensure qualified and appropriate referrals of the most-in-need clients.
- Low-Income Individuals – Low-income individual is identified by the local area as a “Local Priority of Service”. Priority will be given to these individuals in providing intensive services. Low income is calculated by using the Lower Living Standard Income Level (LLSIL). The services may include the development of an employment plan, referral for supportive services, counseling, job referral and employment placement.
- Migrant Workers – Migrant Workers services are provided by ADES Employment Services in the One-Stop Centers.
- Women and Minorities – Women and minorities will be treated as stated in the Gila/Pinal EEO Policy. Core, intensive, and training shall be provided in the One-Stop Centers to and all individuals who qualified under WIA.
- Individual training for non-traditional employment – All training shall be provided through certified training providers utilizing the ITAs to maximum customer choice. The One-Stop staff shall support individuals in whatever employment they wish to enter.
- Veterans – The One-Stop Operators shall coordinate with the local ADES Employment Services to provide services to all veterans qualified in the Job for Veterans Act and provide training to staff on veteran services. Services will be provided to veterans and covered spouses. Staff will ensure veterans are provided “priority of service” which is defined as giving priority over non-veterans for the receipt of employment, training, and placement services.
- Public Assistance Recipients – One-Stop staff will coordinate with local agencies to determine the “most-in-need” and who can benefit from the program. Public Assistance

Recipients is identified by the local area as a “Local Priority of Service”. The One-Stop staff will serves low-income, public assistance and other individuals for whom WIA services who are the “most-in-need”.

- Individuals with multiple barriers – One-Stop staff are properly trained to provide referrals to one-stop partners and other agencies to provide the services required helping individuals with multiple barriers. Individuals with multiple barriers will have access to core services which orientation which explains partner services, community programs, and the appropriate eligibility criteria to make informed referrals.
- Older Individuals – One-Stop staff will provide referrals to the Senior Community Service Employment Program (SCSEP). The SCSEP provides unemployed low-income older adults (55+) employment opportunities with varies agencies and employers. SCSEP staff will be available at the One-Stop Centers to provide services.
- Persons w/limited English proficiency – The One-Stop Centers provide individual referrals to other agencies that can meet the needs of the individual. Individuals can also access software and programs in the One-Stop Resource Room.
- Persons with disabilities – A One-Stop Navigator will provide technical assistance and consultation regarding community resources and programs to assist individuals with disabilities who are seeking employment. One-Stop Partners will provide referrals to the Navigator for those in need of the services.
- Ex-Offenders - Each One-Stop Site has received the Inmate Employment Information Packet that Department of Commerce has published. This packet will guide the One-Stop staff in providing information to eligible inmates for employment and training related services under WIA. WIA can provide the skills, knowledge and training necessary to gain long-term employment.
- TAA – One-Stop Operators will work closely with ADES Employment Services to co-enroll participants who are eligible for the TAA Program.
- Dropouts – One-Stop sites coordinates with local educational agencies in order to work with youth before they drop out of school. Staff is trained in all resources that are available to these individuals. GED training is also provided on-line in the One-Stop Resource Room.
- High School graduates with low-functional levels – Each youth prior to enrolling completes an assessment in basic skills to determine if the youth is basic skills deficient. If basic skills deficient, it is mandatory to be enrolled in a basic skills class. High School graduates who come into the One-Stop can use the One-Stop Centers to access programs to increase their functional levels or to find resources necessary to assist the individual.

Staff shall be cross-trained to identify and provide core services to all customers. Individuals unable to obtain employment through core services are referred to intensive services and training services.

The LWIB established a process that gives priority for services to the recipients of public assistance, other low income individuals and those who meet the eligibility requirements of a dislocated worker or displaced homemaker. This will ensure a comprehensive approach to meeting the customers’ employment and support needs.

Priority of Service

1. Describe criteria to determine whether funds allocated for employment and training activities are limited and the process by which the Arizona Workforce Connection Operator will apply priority of service.

The Gila/Pinal WIB established a process that gives priority of services to the recipient of public assistance, low-income individuals and who meet the eligibility requirements of WIA. In order to identify those individuals who are eligible for and in need of intensive and training services, outreach and recruitment will be conducted at the One-Stop Centers.

A determination of ‘Priority of Service’ recipient is an automatically moved into intensive services. Low income is calculated by using the Lower Living Standard Income Level (LLSIL) 70% 2007 figures. Public Assistance information is provided to the One-Stop staff by ADES FAA Administration for eligibility under the “Priority of Service”.

The main factor of the availability of WIA funds are for direct and training services for those customers who require and are determined in need of such services to achieve employment goals. The customers who are determined to be the “most-in-need” and who can benefit from the program will be selected for services. Availability of funds determines the amount of training dollars an individual may receive.

Since funds are limited, these individuals have priority for intensive and training services and referral can made to other partner programs or other community organizations.

2. Describe the LWIB’s policies and procedures for priority of services for Arizona Workforce Connection Operators. Identify the priority groups established for Title 1B adult and dislocated worker services within you local area.

The LWIB established a process that gives priority for services to the recipients of public assistance, other low income individuals and those who meet the eligibility requirements of a dislocated worker or displaced homemaker. In order to identify those individuals who are eligible for and in need of intensive and training services, outreach and recruitment will be conducted by staff at the local One-Stop Center.

Special coordination will be required between the One-Stop Operators and ADES Job Service, ADES Family Assistance Administration, ADES Rehabilitation Services Administration, and local community based organizations to ensure an adequate flow of qualified and appropriate referrals of the most-in-need client. Utilizing the inter-agency communications system established through the local “network” agencies, providers will coordinate the referral of eligible participants to the local One-Stop Centers.

For adult services, the most-in-need include public assistance recipients, high school dropouts, single parents, and homeless.

For dislocated worker program, occupational and On-the-Job Training funds will be expended for customers in the following priority: high school dropout; high school graduate and above, excluding college graduates.

3. Describe local strategies to ensure Jobs for Veterans Priority Compliance.

The One-Stop Operators shall coordinate with the local DES Job Services to provide services to all veterans and spouses who qualify in the Job for Veterans Act and to train staff on policies.

The One-Stop Operators must provide the following to Veterans under the priority of service to veterans under the Jobs for Veteran Act:

- provide information and priority of service to Veterans (and covered spouses) regarding benefits and services that may be obtained through service providers or other organizations;
- ensure that each veteran (and covered spouse) who applies to or who is assisted by the program is informed of the employment-related rights and benefits to which veterans are entitled to under this act: and
- coordinate employment, training, and placement services for veterans and covered spouse with services provided under WIA and Wagner-Peyser Act.

Rapid Response (RR)

1. Identify the local area's Rapid Response team and their roles and functions. Identify your local Rapid Response policies, including the minimum threshold number of affected workers your LWIB has approved for Rapid Response services to be provided to a company experiencing a layoff, reduction in force or closures.

It REPAC Consortium Policy to provide Rapid Response Services to assist employers, employees and communities that are facing a plant closure, mass layoff, or a substantial layoff due to business curtailment created by foreign competition or economic slowdown.

REPAC is the lead agency for Rapid Response services and makes initial contact with the employer to initiate the process. An affected company is contacted within 48 hours of receipt of notification of a layoff or plant closure.

REPAC Consortium provides Rapid Response for Gila and Pinal Counties. At a minimum, REPAC Consortium Rapid Response Team consists of REPAC, DES Employment Services, and Unemployment Insurance. Dependent upon the nature of the layoff and requests from the employer, others may participate. Rapid Response activities may include a representative from the Veteran's Administration, DES Trade Adjustment Act, One-Stop Career Center, Union or other social service agencies.

Rapid Response services will be conducted when there is notice of an impending plant closure, or a substantial layoff. A substantial layoff must affect more than 10% of the workforce with a minimum of 10 employees.

2. Provide a general project description of services to those affected by a mass lay off; include any overarching strategies and funding.

When a plant closure or mass layoff cannot be averted, the Rapid Response team can help plan an effective and efficient layoff to help minimize lost productivity. The Team will contact the company representative in order to explain Rapid Response services that are available.

The REPAC Rapid Response Team is notified of a reduction in force by the Worker Adjustment and Retraining Notification (WARN) submitted by the employer to the state, news media, employer contact, or word-of-mouth. The affected company is contacted within 48 hours of receipt of notification.

After initial contact, the employer will determine the Rapid Response services that are necessary. The Rapid Response Team secures and coordinates all the requested services to be delivered. Generally, services are offered on-site but can also be arranged off-site.

REPAC Consortium will respond to employers confirmed to be in need of assistance and provide them with informational services, define the employer's role and obligations prior to provision of services, identify services required and the number to be served.

The Rapid Response Team coordinates with the local One-Stop Career Center, DES Employment Services, Unemployment Insurance, and other WIA Partners as determined. The Rapid Response team will recognize participating agencies and their roles in the pre-layoff activity, establish an agenda, identify the date(s) for the activity and confirm with the affected employer.

REPAC Rapid Response Team will meet with local "network" agencies to inform them of the scope of layoff or closure and discuss the services to be provided. The team will identify local organizations that can provide assistance in a pre-layoff situation. The team will identify agencies that will participate in the pre-layoff activity, identify their role, establish an agenda, identify the date(s) for the activity and confirm with the affected employer.

The on-site presentation to the affected workers includes information from the recognized WIA partners and services available through the Dislocated Worker Program. Additional services offered can include: workshops on job search, techniques, interviewing, resume writing, and career and job fairs.

Follow-up with the Employer will be provided to assure that services provided were successful.

Youth

- 1. Describe the strategy to ensure eligible youth have the opportunity to develop and achieve career goals through education and workforce training. Include discussion regarding youth most in need, such as: out-of-school youth, homeless youth, youth in and aging out of foster care, youth offenders, children of incarcerated parents, migrant and seasonal farm worker youth, and other at-risk youth.**

The Gila/Pinal Workforce Investment Board is committed to helping economically disadvantaged youth ages 14 through 21 achieve and complete high school, access jobs and higher education opportunities and gain the skills needed to progress in well-paying careers. The WIB is also dedicated to providing youth development services for older youth who have graduated from high school who are skills deficient, unemployed or underemployed. The WIB seeks partnerships with organizations and agencies that can demonstrate a measurable impact on youth by building a network that helps Gila/Pinal youth succeed in school, at work, and as members and leaders of their communities.

Youth development principles are woven throughout the Workforce Investment Act and guide the WIB's approach to administering WIA youth programs. Youth Providers shall incorporate youth development strategies and principles into programs that support high school completion, skill acquisition, gainful employment and productive citizenship for young people.

Youth Providers shall identify effective approaches to providing comprehensive services that include collaborations and partnerships among youth services agencies and relevant partners. Effective partnerships and collaborations include strategies that link community colleges and other vocational training programs to businesses and industry partners to prepare and place youth in career path programs.

Since all youth served with WIA funds have barriers, they will have special needs. Joint collaboration with other youth providers in the community is imperative. This, in conjunction with adequate funds for supportive services/special needs of participants, and quality case management, should result in successful outcomes.

Stronger partnership is needed to engage and retain "hard-to-serve-youth. Partnerships with all youth agencies need to be cultivated to provide all youth the potential to become self-sufficient.

The following barriers need to be addressed:

- Individuals who are school dropouts;
- individuals who are basic skills deficient;
- individuals with education attainment that is one or more grade levels below the grade level appropriate to the age of the individuals;
- individuals who are pregnant or parenting;
- individuals with disabilities, including learning disabilities;
- individuals who are homeless or runaway youth; and

- individuals who are offenders.

Youth Providers shall provide comprehensive services which:

- Improve academic achievement for youth, including youth who are basic skills deficient.
- Prepare youth for success in employment (work-readiness).
- Expose youth to careers in identified industry clusters and foster awareness of career pathway opportunities (e.g. workshops, guest speakers, job shadowing, tours, vocational training and referrals, and other related activities).
- Provide youth with relevant work experience/internship opportunities.
- Provide youth with skills necessary to job search and assistance with job placement; and
- Ensure necessary supportive services for youth to achieve successful outcomes.

2. **Describe local efforts to promote collaboration between the public workforce system, education, human services, juvenile justice, and others to better serve youth that are most in need and have significant barriers to employment. Additionally, describe local efforts to successfully connect youth to the education and training opportunities that lead to successful employment.**

The Gila/Pinal Workforce Investment Area will emphasize coordination and communication with local educational agencies, juvenile justice, human services, and other youth agencies. Partnering with local agencies will develop productive working relationships to achieve shared objectives. These partnerships must continue to strengthen relationships to serve youth in both counties.

The following strategies are intended to guide the Gila/Pinal Workforce Investment Board activities in providing youth services:

- The LWIB ensures that WIA services provide youth participants with appropriate tools to become economically and personally self-sufficient.
- The LWIB ensures to direct resources to areas where existing resources are inadequate to meet the needs, and to prioritize critical services and areas where the gaps between existing resources and service needs are greatest.
- The LWIB has the responsibility to ensure that the LWIA meets the performance standards required for youth under the law and defined by the State.
- The LWIB recognizes the need for workforce development services throughout Gila and Pinal Counties.
- The LWIB intends that WIA services be linked with economic development initiatives and plans developed by local business, governments, and educational entities, as well as directed towards the needs of the youth participants.
- Services provided by WIA funds will be linked with current youth programs. The LWIB does not intend to duplicate services that are already available within the community and intends to encourage collaboration among youth service providers.

3. Describe the strategy to provide initial intake, objective assessment, case management, individual service strategies and eligibility assessment for youth.

Applicants must meet specific eligibility criteria to be registered and receive services from a WIA Youth Program. Before the start of the eligibility screening, it must be determined that the applicant is a citizen or resident alien with a right to work status, and males, 18 to 21 years of age, must be registered with Selective Service. The applicant's status (age, barrier, school status) does not change throughout his/her participation. The applicant is considered a WIA youth participant at the first WIA funded activity, which is always Objective Assessment. Eligibility is tracked and verified utilizing the Virtual One-Stop (VOS) System and participant's case file.

Orientation to the program will be conducted individually or in groups and will consist of an overview of the enrollment process, assessments, training programs, attendance requirements while in training, and information regarding financial aid and support services. Not everyone is enrolled in the program; however, alternatives will be explored with each orientation attendee. If the youth is not enrolled at this time, a referral will be made for youth we are not going to serve.

After eligibility is determined, enrollment into the youth program is accomplished by creating an activity in the Virtual One-Stop System. The youth provider must begin the first activity (objective assessment) within 45 days of the eligibility date. The official participation date is the date of the first WIA funded activity/service.

Active participant engagement leads to positive outcomes. In addition, specific program elements have direct impacts on WIA outcome measures. Thorough assessment of each individual's needs will increase successful program outcomes. Tracking youth participation will help manage the process of keeping participant on track for completion of short-term skill attainment goals and preparation to move into long-term employment, education, or training.

Objective Assessment – a comprehensive assessment of skill levels and activity/service needs including diagnostic testing or other assessment tools, and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals

The youth provider and the participant are to develop an Individual Service Strategy which identifies employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to reach the goals. The ISS should be based on the objective assessment and should reflect the expressed interests and needs of the participant. The goals identified must be mutually agreed upon between the youth provider and the participant to ensure positive performance.

Individual Service Strategies should be developed to include career, educational, and developmental goals, both short-term and long-term. ISS goals and strategies should be updated as short-term goals are achieved or the youth's needs change. Career goals for younger youth are age appropriate and may identify a career interest that can be

developed into a career goal. Goals may change as a youth ages and interests broaden as a result of participation in workforce development activities, and must be reflected in ISS revision and documented in VOS case notes.

Skill attainment goals should be established for all younger in-school and out-of-school youth needing basic skills, work readiness skills and/or occupational skills training, which is determined by objective assessment, presumptive need and TABE.

The ISS is the basis for the entire case management strategy. The ISS shall be developed in partnership (mutually agreed) with the participant and reflect the needs indicated by the objective assessment and the expressed interests and desires of the participant. The ISS is the framework for justifying decisions concerning the appropriate service mix and sequence of services.

The Workforce Investment Act adheres to a case management approach to service delivery. Integral to this approach is the maintenance of comprehensive services for each program participant. Case notes are one of the comprehensive tools that document the participant's journey throughout the duration of the program.

Case notes are used as a tool to help youth program service providers organize and analyze the information gathered on participants and to plan case management strategies. Recording case notes is critical because it weaves each service element into a comprehensive service plan. Youth providers shall utilize case notes to document the decisions and service strategies that determine the assessment, planning resources, support services, and follow up that are designed to move participants to self-sufficiency.

4. Describe the design framework for youth programs that includes the following components.

- **Preparing youth for post-secondary education:**
Post-secondary education will be provided to eligible and may be referred to certified training providers to provide post-secondary education to overcome barriers to employment. Post-secondary training may be for a specific occupation related to the local labor market demand or according to the needs identified by local employers. Training leads to a credential in the field of study (certificate or degree). High demand and industry cluster occupations must be reviewed and explored with participating youth. Career path programs will be utilize for all post-secondary training when appropriate.
- **Connecting academic and occupational learning;**
Basic Education Skills is provided to youth to prepare for post-secondary education. Youth who are basic skills deficient are mandated to increase their basic skills prior to enrolling in occupation learning training. Connecting youth to academic and occupational learning clearly emphasizes the development of skills, knowledge, and competencies that lead to jobs and careers. Key strategies include linkages to apprenticeships, community colleges and employers;

transition services; and how participants will gain academic credit and skill credentials.

- **Preparing youth for unsubsidized employment opportunities; and**
All youth will be provided work readiness training to gain exposure to the world of work and its requirements. Youth providers shall develop work experiences that help youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. Work Experiences can provide the youth with opportunities for career exploration and skill development not exclusively to benefit the employer and shall focus around high demand occupations and industry cluster.
- **Connecting youth to the business community through intermediary entities.**
The Gila/Pinal WIB requires youth providers to provide collaboration/partnerships with a description of how the specific types of services will be provided to enhance the delivery of service to youth and how these services relate to the outcome of the service delivery. Involving the local community means developing formal and meaningful partnerships among educational institutions, employers, community-based organizations, private sector employers, and/or other organizations and members of the community interested in youth. Youth providers are encouraged to access resource from these partnerships and use them in the program to provide quality youth opportunities.

The Gila/Pinal Workforce Investment Area secures youth services through a competitive bidding process in accordance with applicable laws and regulations. *Central Arizona College has provided youth services in Gila and Pinal counties since July 1, 2012.*

Program design includes: objective assessment, individual service strategies, services that prepare youth for post secondary educational opportunities, link academic and occupational learning, prepare youth for employment, and provide connection to intermediary organizations linked to the job market and employers.

5. Describe strategies to incorporate the required youth program elements within the design framework. Elements to include are:

In the Youth Request for Proposals process, priority is given to those proposals that identify effective approaches to providing comprehensive services which include collaborations and partnerships among youth services agencies and relevant partners. Bidders can bid on one or a group of elements.

Organizations responding to the youth request for proposal must propose and be able to provide comprehensive services that include the following:

- Tutoring, study skills training, and instruction leading to secondary school completion, including dropout prevention strategies -- If the services needed are unavailable by current programs, new and expanded services may be expanded through the One-Stop Center.

- Alternative secondary school, as appropriate -- Out-of-school youth will be enrolled in existing literacy programs and also may be referred to a Charter School. Instruction may be provided in conjunction with occupational skills training, so that academic skills are taught in relation to hands-on activities.
- Summer employment opportunities directly linked to academic and occupational learning -- The summer youth element is not a stand-alone program. Other elements may be provided, as appropriate to serve the needs and goals of the participants. Youth who are enrolled in the summer youth component will continue with the program throughout the year.
- Paid and unpaid work experiences, including internships and job shadowing, as appropriate -- Work experiences are a planned, structured learning experience that may take place in the workplace for a limited time period.
- Occupational Skill Training -- Eligible youth may be referred to certified training providers to provide vocational training, basic education and post secondary education to overcome barriers to employment.
- Leadership Development Opportunities -- May include such activities as positive social behavior and soft skills, decision making, and team work.
- Supportive Service -- Supportive services will be provided to those in need of service. Case Managers will assist participants in obtaining services based on the ISS. Supportive services for youth as defined in WIA Section 101(46) may include the following: linkages to community services; assistance with transportation; assistance with child care and dependent care; assistance with housing; referrals to medical services; and assistance with uniforms or other appropriate work attire and work-related tools, including such items as eye glasses and protective eye gear. (WIA Section 129 (c) (2) (G).) (Provided to 14 – 21 years)
- Adult Mentoring -- Youth will be linked with other agencies with volunteers who act as mentors for youth.
- Follow-up services -- Follow-up services may include: leadership development and supportive services; regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise; assistance in securing better paying jobs, career development and further education; work-related peer support groups; adult mentoring; and tracking the progress of youth in employment and training. All youth participants must receive some form of follow-up services for a minimum duration of 12 months. The types of services provided and the duration of services must be determined based on the needs of the individual.

- Comprehensive guidance and counseling, including drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth -- Case Managers will interview eligible youth and refer to programs that will assist them for these services. Referrals will be based on need. (Provided to 14 – 21 years)

6. Identify the additional 5% non-economically disadvantaged youth barrier, include the process and criteria used to determine “serious barriers to employment”, and the local process to track enrollment of non-economically disadvantaged youth per Workforce Guidance Letter #04-05.

The Gila/Pinal Workforce Investment Board acknowledges “not more than 5% of participants” may be individuals who do not meet the minimum income criteria to be considered eligible. Tracking of the 5% enrollments are per Workforce Guidance Letter #04-0.

The Gila/Pinal Workforce Investment Board has identified “Occupational Skills Deficient” (less than four months full-time, same employer, lack of transferable skills) as the 5% non-economically disadvantage youth barrier. Each youth provider will prepare a monthly youth participation list which identifies all youth under the 5% window of eligibility including carry-overs and exits. Each youth provider will maintain a youth participant list which will be made available during monitoring reviews.

Since all youth served with WIA funds will have barriers and have special needs, joint collaboration with other youth providers in the community is imperative. This, in conjunction with adequate funds for supportive services/special needs of participants, and quality case management, should result in successful outcomes.

Stronger partnership is needed to engage and retain “hard-to-serve-youth”. Partnerships with all youth agencies need to be cultivated to provide all youth the opportunity to become self-sufficient.

The following barriers need to be addressed:

- Individuals who are school dropouts;
- individuals who are basic skills deficient;
- individuals with education attainment that is one or more grade levels below the grade level appropriate to the age of the individuals;
- individuals who are pregnant or parenting;
- individuals with disabilities, including learning disabilities;
- individuals who are homeless or runaway youth; and
- individuals who are offenders.

7. Identify the local process that is used to track out-of-school youth enrollments and expenditures to meet the 30% out-of-school youth minimum expenditure requirement.

The Youth Providers track 30% out-of-school youth enrollments through monthly and quarterly reports submitted to the WIB. Youth enrolled are also tracked using the Virtual One-Stop System. Expenditures are submitted monthly by the youth provider in order to review monthly expenditures on out-of-school youth.

8. Identify the 6% youth barrier(s) for “individuals (including youth with a disability) who require additional assistance to complete an educational program, or to secure and hold employment,” as identified by the LWIB.

Eligibility criteria for youth served under WIA will be based on the following definitions:

- Is not less than 14 and not more than age 21;
- is a low-income individual; and
- is an individual who is one or more of the following:
 1. deficient in basic literacy skills (English, reading, writing or math at or below 8.9 grade level);
 2. a school dropout;
 3. homeless, a runaway, or a foster child;
 4. pregnant or a parent; and
 5. offender.

The LWIB identified the 6th Youth Eligibility Criteria:

6. Occupational skills deficient (less than four months full-time, same employer, lack of transferable skills).

Business Services

1. Describe the role and responsibilities of your Business Service Representative/Team in your local area. Include active local business partnerships and established collaborations with Employment Service staff, local economic development entities and the community colleges.

Within the scope of the overall mission of the Gila/Pinal One-Stop System, the Business Service Team is the employment and training information link, which provides workforce solutions that promote stability and growth for the local business community.

The Business Service Team under the guidance of the Gila/Pinal Workforce Investment Board and the One-Stop Committee strives to exceed the goals set forth by the Board. Goals of the Business Service Team include:

- A pre-determined number of business contacts (a contact is the face-to-face meeting with key staff at an area business).
- A pre-determined number of quality business contacts (a quality contact is achieved when an employer agrees to utilize one or more of the services offered by the One-Stop which is then documented in a business service plan for the employer).

- Employer satisfaction shall be measured by a survey administered by the Business Service Team.
- The Business Service Team shall coordinated training services with the Arizona Job Training Program through Arizona Department of Commerce.

The Business Service Team members are comprised of DES Employment Services staff, local economic development entities, WIA adult, dislocated worker, youth programs, community college, TANF, and DES Vocational Rehabilitation.

The Business Service Team are brokers who listen, learn and assess business needs and match employers with appropriate One-Stop services designed to specifically address the employer's need. The Team will thoroughly research all inquires and design a plan for the employer that will incorporate a variety of options or suggestions.

Customer satisfaction is the only acceptable outcome and formal follow-up and personal contact will be completed within 30 days of the initial contact. The guaranteed response time to any employer service request will be within one business day.

The Team will actively recruit new businesses through an assertive outreach campaign. The Team will maintain a high level of community visibility by being involved in area Chamber of Commerce or other business organization events. Active participation in community and business events will create constant exposure of the One-Stop service. Contact will also be maintained with related business and fraternal organizations including government funded economic development groups.

2. Describe what is being done to place job seekers in positions within Arizona's Industries of Opportunity and outline the specific goals established to increase the number of placements in targeted industries.

The Business Service Team will market the Arizona Job Training Program and invest in workforce solutions in the Arizona Industries of Opportunity Clusters. The specific goals are as follows:

- Investment of workforce development resources and support for private and public sector partnerships to ensure the development of workers' skills in demand occupation based on industry needs.
- Increase integration of community and technical college efforts with business and the public workforce system activities to meet the skills training needs of high growth industries.
- Increased opportunities for employers to combine on-the-job training and academics, to ensure a pipeline of skilled workers.
- Provide worker with paths to career enhancing opportunities in the Arizona Industries of Opportunity.

The Gila/Pinal Workforce Investment Board is partnering with Eastern Arizona Health Education Center and Empowerment Systems, Inc. to coordinate and identify potential

participants interested in pursuing education in the Governor's Industries of Opportunities clusters of health care field. These partnerships have been established with Allied Health to provide aid for participants in the health care training. Also partnership with Central Arizona College HBI Grant has been established to provide training in the health care field. At the completion of training, participants are placed in positions available in the community through the partnership with the health care industry. Healthcare has become one of the priorities for the Gila/Pinal Workforce Investment Area. Biotech and construction has been targeted to increase the awareness of educational programs being offered to participants. Participants will work with career guidance specialist to ensure awareness of the benefits and encourage individuals to look at these careers for future employment.

3. Describe current and/or planned use of WIA Title 1B funds for apprenticeship training.

Due to funding decreases, there is no plan at this time to use WIA Title 1B funds for apprenticeship. Information will be available for individuals interested in apprenticeship opportunities in Arizona.

4. Describe the approach for coordinating training services with the Arizona Job Training Program in your local area and what strategies are in place to connect with local businesses.

The Business Services Team plan is to create a communication mechanism to provide continual information about the Arizona Job Training Program and information about the workforce investment system and its services for One-Stop partners, affected and interested agencies, and the community as a whole. The plan includes the following strategies to connect with local businesses:

- Create an ongoing forum with employers that include a comprehensive feedback system for the Board.
- Create stronger linkages with Chambers of Commerce and other business groups, and gather information regularly regarding employer needs, wants, concerns, and customer satisfaction.
- Provide information on training "credits" to new employers as incentives for them to locate in the area, whereby training would be available to upgrade new employees.
- The Business Service Team will assist employers in providing information on the Arizona Job Training Program.

Faith-Based and Community Organizations

1. Describe service coordination with faith-based and community organizations.

Coordination with faith-based and community organizations is an on-going process. The local service providers work with these organizations to provide supportive service to the

WIA participants. The Gila/Pinal Workforce Investment Area will continue to coordinate with faith-based and community organizations for the betterment of our participants in WIA.

Involvement in the monthly meetings of the Interagency Network in both counties has provided communication with the Faith-Based organizations and Community Based organizations. These meetings provide information on programs on the different types of supportive services and training programs that are available in the community. Faith-based and community based organizations provide services which addresses barrier to employment, such as clothing, transportation, life skills training, which complements the services available though the One-Stop Centers. Faith-based and community organizations can benefit from referring their community members or clients to the One-Stop to receive help with skills assessment, career counseling or hard-skills training.

On-going partnerships with Salvation Army, St. Vincent DePaul's, Catholic Church and various community based organizations such as Community Action Program and Community has provided services to all participants in WIA.

2. Describe activities designed to create and strengthen your local area's partnerships with faith-based and community-based organizations and their customers. Provide specifics on the organizations with whom you coordinate and/or partner.

It is clearly advantageous for One-Stop staff to become familiar with the broad range of services available from these organizations so that they can refer their clients as appropriate. Outreach by the One-Stop Centers can help identify potential organizations who might want to collaborate with the One-Stop. Organizations are invited to speak at the WIB meeting on information of their programs. Also, the monthly network meetings provide the opportunity to introduce the workforce system to all members/contacts and use the meeting to survey organizations about what FBO/COB services are available.

The Adult, Youth, and Dislocated Worker Programs coordinate with the Salvation Army, Catholic Church, St. Vincent DePaul's, and local churches to provide supportive services to participants in the program. Community based organizations include CAHRA, Gila County Community Action Program, Gila and Pinal Counties Section 8 programs which include housing and weatherization programs. Supportive services include, but are not limited to: shelter, transportation, clothing, food baskets, and utilities.

SECTION VI

ADMINISTRATION

Program Administration

- 1. Describe any local policies or guidelines implemented to support WIA Title 1B program operations that are not addressed elsewhere in the Plan. Include information regarding the purpose, development, implementation, and monitoring of such policies.**

N/A

- 2. Describe the local process and procedures that will be utilized to monitor sub-recipients (including OJT contractors) for program and EO compliance.**

Monitoring and oversight shall be conducted semi-annually by staff to ensure compliance with all applicable laws and regulations. Monitoring reviews shall consist of fiscal and programmatic operations. The Gila/Pinal Workforce Investment Area Technical Guide, EEO Monitoring Guide, and Fiscal Guide are forwarded to service providers prior to monitoring. Exit interview will be conducted at the conclusion of the on-site visit with contractor and monitor to discuss findings and if a corrective action plan is applicable.

On-the-Job monitoring occurs twice within the contract period. The OJT Monitor Review Form is completed by the employer and is reviewed by staff to discuss the progress of the OJT trainee's plan. At the end of the contract, staff will meet with the employer to complete paperwork and review all documents to see if all OJT goals are met. Employers will complete two On-the-Job Monitor Reports to review for compliance. First Monitor Report will be done when the OJT is halfway complete. The final monitor report will be filled out when the OJT is completed. Staff shall discuss the progress of the OJT and discussion at the end of the OJT to review goals for completed successful.

Fiscal Administration

- 1. Describe the administration of WIA funds used by the LWIB. Include oversight responsibilities for WIA funds, Arizona Workforce Connection and other workforce development resources.**

The WIA funds are administered by the Fiscal Department of Gila County Division of Health and Community Services. The Gila/Pinal Workforce Investment Board oversees all funding of WIA. Fiscal Department conducts semi-annual reviews of all providers. This ensures that all WIA compliance is met within the One-Stop System. Fiscal administration of WIA funds shall be in accordance with Gila County Fiscal Policies, applicable state and federal policies, regulations and guidance.

2. Describe measures to eliminate duplicative administrative costs being used by the LWIB.

The Gila/Pinal Workforce Investment Board is under the Gila County administrative umbrella; therefore eliminating duplication of administrative costs. The LWIB uses the County payroll department and purchasing department to track and process employee payroll and purchases. By using the County's accounting system, it eliminates having to reconcile two separate accounting systems. In addition, the LWIB comes under the county's single audit as one of their major programs; thereby eliminating the need for separate audit costs. Also, all issues and questions on contracts are reviewed by the county attorney.

Procurement

1. Describe the competitive and non-competitive process used to award grants and contracts for activities under Title 1B of WIA, including how potential bidders are made aware of the availability of grants and contracts. Include the process to procure training services that are made as exceptions to the ITA process.

The Gila/Pinal Workforce Investment Area will utilize the Request for Proposal process to select eligible service providers for youth. The process will be open and competitive utilizing approved procurement procedures. The RFP is approved by the local WIB and Gila County Board of Supervisors, and is released for Public Notice and Advertising.

After the proposal review process, funding recommendations shall be based on the total score from individual ranking sheets. Once approved by the WIB, funding recommendations will then be forwarded to the Gila County Board of Supervisors for approval. Funding of any and all proposals is subject to funding availability and level of funding by the U.S. Department of Labor.

The Gila/Pinal Workforce Investment Area reserves the right to:

- Renew contract(s) for a second year without issuing an RFP for the second year.
- Accept or reject any or all of the proposals received and to cancel in part or in its entirety this request if it is in the best interest of the counties to do.
- Negotiate necessary adjustments in proposed funding levels and program activities.
- Fund agencies outside the order of rating recommendations.
- Direct sub-contractors to implement changes in accordance with State directives made to comply with the Workforce Investment Act and applicable regulations.

2. Describe the criteria used for awarding grants for youth activities, including criteria used to identify effective or ineffective youth activities and providers of such activities.

Proposal evaluations will be ranked based on criteria in the Scope of Work. Criteria to be used in awarding youth providers shall include:

- Executive Summary: Target Population; Service Site: Facility; Outreach/Marketing: Cost Effectiveness; Performance Standards
- Needs/Community Assessment: Geographical Area; Statistics; Needs of the targeted area; Maps and tables to support the narrative
- Design and Delivery: Activities/services for the different targeted areas and clear definitions of activities; Quality and innovative approaches; Outcomes meet or exceed performance; Partnerships; Retention of youth
- Composition of the Collaborative/Partnership: Specific responsibilities of each partner; Written agreements; Partner services clearly stated
- Experience: Past performance; Qualified staff; Organization chart; Staff Job Descriptions

The Gila/Pinal Workforce Investment Area's last Youth Request for Proposal was issued in 2006.

Appeals Process

Describe the procedures established for providers of youth or training services to appeal a denial of eligibility, a termination of eligibility or other action by the LWIB or One-Stop Operator.

The Gila/Pinal Workforce Investment Area's process for dealing with grievances and complaints from participants, employees, and other interested parties affected by statewide Workforce Investment program includes:

Grievances, Complaints and Appeals

- A grievance or complaint is a written description of an alleged violation of the WIA, dated and signed by an interested party.
- An appeal is any written, dated and signed communication by an interested party expressing their intent to appeal any action or inaction with respect to a grievance or complaint to a higher level. Any action pursuant to the original decision is stayed until a final decision is made by the State.
- The freedom to file a complaint or appeal may not be limited or interfered with in any way.
- Representation of interested parties in connection with complaints or appeals may not be limited or interfered with in any way.
- The local area will make reasonable efforts to assure that the information will be understood by affected participants and other individuals, including youth and those who are limited-English speaking individuals. Such efforts will comply with the

language requirements specified in 29 CFR 37.35 regarding the provision of services and information in languages other than English.

Right to Grieve, Complain or Appeal

- Any interested person has a right to file a grievance or complaint.
- Any complaint relating to a term or condition of employment shall be filed under the employer's established grievance procedures.
- All other complaints shall be initiated at the recipient level.

Time Limitations

- Complaints under this section shall be filed within one year of the alleged occurrence.

Time Computation, Filing and Receipt

- For purposes of these procedures, any complaint, appeal, applications, request, notice, objection, petition, report or other information is considered received and filed timely:

If transmitted via the United States Postal Service on the date it is mailed as shown by the postmark, or in the absence of a postmark the postage meter mark, on the envelope in which it is received; or

If not postmarked or postage meter marked, or if the mark is illegible, on the date it is actually received.

If transmitted by any means other than the United States Postal Service on the date it is actually received.

If a delay in filing is due to an error or misinformation by the organizations or person with whom the complaint or appeal is filed, the time limitation shall be adjusted in a manner equitable to the complainant.

Any reference to "days" is interpreted as calendar days. In computing any period of time, the date of the act, event or default is not included. The last day of the period computed is counted, unless it is a Saturday, a Sunday, or a legal holiday, in which case the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Hearings

- An impartial Hearing Officer will hear complaints at the local level.

Before appeal process starts, informal resolution of the complaint will be attempted whenever possible. If the complaint is not resolved, the complainant will be given the opportunity to request a hearing before an impartial hearing officer. Such hearing shall be scheduled within thirty (30) days of the filing of the complaint.

A formal complaint log must be maintained to indicate date received, hearing date, summary of resolution and date resolved. Following the hearing and within sixty (60) days of the filing of the complaint, all parties of interest will receive a copy of the final decision which will include the reasons for the decisions.

If the complaint receives a decision or does not receive a decision within sixty (60) days which he or she finds unsatisfactory, the complainant may request a review of the complaint by the Arizona Department of Economic Security.

Any party who has filed a grievance or complaint below the State level has the opportunity for an appeal to the State when no decision is reached within 60 days or either party is dissatisfied with the local hearing decision. The appeal must be filed within ten days of the receipt of an adverse decision; or the appeal must be filed within ten days from the date a decision should have been issued; or any appeal filed after the tenth day following the decision is null and void.

The State of Arizona, consistent with the philosophy of WIA, encourages the resolution of grievance and complaints at the lowest level. In instances when a grievance or complaint is submitted directly to the State, but could be heard by the local area without compromising the opportunity for a fair hearing, the State may remand the matter to the local area for hearing under the local area's grievance process. Nothing shall preclude a complainant's right to appeal to the State later.

Equal Opportunity and Affirmative Action

- 1. Describe the system to assure compliance with all applicable federal and state laws and regulations including those regarding debarment, tax liabilities or delinquent obligations, the Federal Lobbying Act, Minority and Women in Business, discrimination or harassment.**

The Gila/Pinal Workforce Investment Area will not discriminate against any County employee, client, or any other individual in any way because of race, age, creed, color, religion, sex, disability or national origin. The local area agrees to comply with all applicable provisions of federal and state laws, as currently amended, and any regulations adopted pursuant to such laws concerning nondiscrimination, including, but not limited to:

- Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in federally assisted programs on the basis of race, color, or national origin;
- Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the basis of race, color, or national origin.
- Age Discrimination in Employment Act of 1975, as amended, which prohibits discrimination on the basis of age;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap;
- Fair Labor Standards Act of 1938, as amended, which prohibits wage discrimination on the basis of sex;
- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex;
- The Arizona Civil Rights Act;

- The Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals who have a physical or mental disability and requires reasonable accommodation to be made for such individuals; and
- Arizona Executive Order 75-5, as amended by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities.

As a condition to the award of the Workforce Investment Act funds, Gila County, as the grant recipient, assures that it will comply with the provisions in Appendix I.

2. Provide contact information for the Equal Opportunity (EO) Office in the local area.

*Christina Throop
Gila/Pinal EO Officer
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501*

3. Describe how the identity of the EO Officer and appeal process are made available.

Upon being determined eligible, each participant is informed of the Complaint Procedures Policy. The Complaint Procedure Form will be signed by applicant and staff acknowledging that the case manager has reviewed the policy with the applicant. If applicant is under the age of 18, the parent or guardian must sign the Complaint Procedure Form. The applicant is given a copy of the Complaint Procedures Form and a hard copy is placed in the applicant's file. The identity of the EO Officer is listed on the Complaint Procedure Form.

The Complaint Procedure Policy and Equal Opportunity Is the Law Poster is posted in all One-Stop Centers in Gila and Pinal counties with all contact information related to equal opportunity and appeals.

4. Describe the appeal process for assuring that no individual shall be excluded from participation, denied benefit or employment, nor subjected to discrimination under or in connection with, any program or activity for any reasons, including but not limited to: race, color, religion, national origin or citizenship, age, disability, political affiliation or belief.

Complaints alleging discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief may be filed either with the local workforce area, the state, or Director of Civil Rights (DCR). Such complaints must be in writing within 180 days of the alleged violation, unless an extension is granted by the Director of DCR. Non-criminal complaints must be filed within one year of the alleged violation.

When contacted, the EEO Officer will set up an appointment with the complainant to discuss the problem. At the time of the appointment, a complaint may be filed. All complaints must be in writing. Assistance in preparing the complaint will be provided if necessary.

Informal resolution of the complaint will be attempted whenever possible. If the complaint is not resolved, the complainant will be given the opportunity to request a hearing before an impartial hearing officer. Such hearing shall be scheduled within thirty (30) days of the filing of the complaint. Following the hearing, and within 60 days of the filing of the complaint, all parties of interest will receive a copy of the final decision which will include the reasons for the decisions.

If the complainant does not receive a decision within 60 days or receives a decision which he or she finds unsatisfactory, the complainant may request a review of the complaint by Arizona Department of Economic Security. Such request must be submitted in writing within ten (10) days of receipt of the final decision or of the expiration of the sixty (60) day period.

SECTION VII

PERFORMANCE

Performance Management

- 1. Describe the monitoring process and oversight criteria and procedures utilized to move the workforce investment system toward LWIA goals.**

Monitoring and oversight shall be conducted semi-annually by staff to ensure compliance with all applicable laws and regulations. Monitoring reviews shall consist of fiscal and programmatic operations. The Gila/Pinal Workforce Investment Board will evaluate the local providers of services by reviewing appropriate quarterly performance data from each specific program.

Technical assistance will be available to those providers who are not achieving performance goals. Corrective action plans will be negotiated between the applicable provider and the WIB.

- 2. Describe how the LWIA identifies area needing improvement and any processes in place to address deficiencies.**

The Operational, Management and Planning Committee meets quarterly to evaluate the WIA programs and to discuss any deficiencies that might come up within the program. The WIB reviews all quarterly report in regards to the performance measures. Staff will meet with provided to discuss any concerns on performance measures to devise possible solutions to alleviate the problems. If needed technical assistance will be available to those providers not achieving performance goals. Corrective action plans will be negotiated between the applicable provider and the WIB.

Negotiated Performance

- 1. Describe how levels of negotiated performance ensure and support the LWIA vision.**

Operational, Management and Planning Committee meet every year to discuss the negotiated levels, as well as the programs, to ensure the WIB's vision of sound academic and workplace skills are being delivered to participants in the local area. Prior to negotiating performance levels, WIB will review significant changes in local, regional and statewide economic conditions, unemployment rates, demographics, and other resources to prevent non-performance and to maintain the LWIA vision.

The LWIB recognized that workforce preparation is improved by an education system that focuses on achievement of sound academic and workplace skills, which continues throughout a person's lifetime. This vision anticipates life-long learning supported by a fully integrated workforce system.

In order to meet future industry demands, workers need to continue to further their education skill levels. Local programs will focus on providing the basic and advanced skills that will meet employer needs while providing future and current workers a career path and access to, as well as opportunities for success and advancement.

The LWIB recognizes the strong need for education and its impact on providing a highly-skilled workforce for businesses to compete in the global economy. Training priorities are better positioned with the demand-driven needs of business under the renewed local vision. Through comprehensive assessment, remediation, and training, supply is better aligned with business demand.

- 2. Provide a listing of the *PY2013* performance standards for the Adult, Dislocated Worker, and Youth Programs negotiated with the State WIA Section, as Appendix H, in the Plan.**

See Appendix H.

APPENDIX A

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.

PUBLIC NOTICE

The Gila/Pinal Workforce Investment Area PY13 Workforce Investment Plan has been modified and is now available for public review and comment.

Reference: P.L. 105-220, Sections 118 (b)(3) and 136(c)(1)(2)(3) of the Workforce Investment Act dated August 7, 1998; 20 CFR, Part 652 et.al., Section 661.350(a)(4) and Subpart C, Sections 666.300 and 66.310 of Workforce Investment Act Final Rules dated August 11, 2000.

The Gila/Pinal Modification Plan may be reviewed at the following locations:

PUBLIC NOTICE

The Gila/Pinal Workforce Investment Area PY13 Workforce Investment Plan has been modified and is now available for public review and comment.

Reference: P.L. 105-220, Sections 118 (b)(3) and 136(c)(1)(2)(3) of the Workforce Investment Act dated August 7, 1998; 20 CFR, Part 652 et.al., Section 661.350(a)(4) and Subpart C, Sections 666.300 and 66.310 of Workforce Investment Act Final Rules dated August 11, 2000.

The Gila/Pinal Modification Plan may be reviewed at the following locations:

Gila County Division of Health and Community Services
5515 South Apache Avenue
Suite 200
Globe, Arizona

Hours - 8 am until 5pm,
Monday through Friday
Arizona Workforce
Connection
1015 E Florence Blvd,
Suite A-100

Casa Grande, Arizona 85122
Hours - 8:00 am until 5:00
pm Monday through Friday
Copies will also be available
on:

http://www.gilacountyaz.gov/government/community/wid_wib.php

Copies of the plan may be requested by contacting Allison Torres at 5515 South Apache Avenue, Suite 200, Globe Arizona, 85501 or by telephone at (928) 425-7631, Ext. 8650.

Verbal and written comments will be received from February 20 until March 21, 2014 at which time the comments and modification plan will be completed and finalized.

Equal Opportunity Employer Program
Auxiliary aids and services are available upon request to individuals with a disability
One Put. 2:26'14 Belt 8349

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:

February 26, 2014

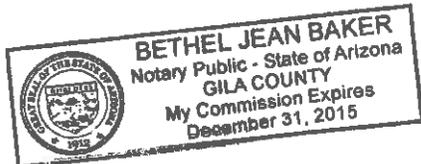
**Marc Marin
Publisher**

State of Arizona)
) ss:
County of Gila)

The foregoing instrument was acknowledged before me **February 26, 2014**, by Marc Marin.

Notary Public

My Commission Expires:
December 31, 2015



FEBRUARY 26, 2014

Public Notice

The Gila/Pinal Workforce Investment Area PY13 Workforce Investment Plan has been modified and is now available for public review and comment.

Reference: P.L. 105-220, Sections 118 (b) (3) and 138(e)(1)(2)(3) of the Workforce Investment Act dated August 7, 1998; 20 CFR, Part 652 et.al., Section 661.350(a) (4) and Subpart C, Sections 666.300 and 66.310 of Workforce Investment Act Final Rules dated August 11, 2000.

The Gila/Pinal Modification Plan may be reviewed at the following locations: Gila County Division of Health and Community Services, 5515 South Apache Avenue, Suite 200 Globe, Arizona, Hours - 8 am until 5pm, Monday through Friday
Arizona Workforce Connection 1015 E. Florence Blvd, Suite A-100 Casa Grande, Arizona 85122 Hours - 8:00 am until 5:00 pm, Monday through Friday
Copies will also be available on: http://www.gilacountyaz.gov/government/community/wid_wib.php

Copies of the plan may be requested by contacting Allison Torres at 5515 South Apache Avenue, Suite 200, Globe, Arizona, 85501 or by telephone at (928) 425-7631, Ext 8650.

Verbal and written comments will be received from February 20 until March 21, 2014 at which time the comments and modification plan will be completed and finalized.

Equal Opportunity Employer/Program
Auxiliary aids and services are available upon request to individuals with a disability

CBN Legal 2/26/14

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 PUBLIC HEARING

Gila County Housing Authority has developed its Agency Annual Public Housing Authority Agency (PHA) Plan for the Fiscal Year 2014-2015 in compliance with the Quality Housing and Work Responsibility Act of 1998. The proposed plan and its supporting documents are available for review at the Gila County Community Services Housing Department, located at 5515 S. Apache Ave., Suite 200, Globe, Arizona from 8:00 a.m. to 5:00 p.m. In addition, a Public Hearing will be held on March 4, 2014 at 10:00 a.m. at the regular lycheduled Board of Supervisors Meeting, Board of Supervisors' Hearing Room, located at 1400 E. Ash Street, Globe, Arizona.

NOTICE OF PUBLIC HEARING
Gila County Housing Authority has developed its Agency Annual Public Housing Authority Agency (PHA) Plan for the Fiscal Year 2014-2015 in compliance with the Quality Housing and Work Responsibility Act of 1998. The proposed plan and its supporting documents are available for review at the Gila County Community Services Housing Department, located at 5515 S. Apache Ave., Suite 200, Globe, Arizona from 8:00 a.m. to 5:00 p.m. In addition, a Public Hearing will be held on March 4, 2014 at 10:00 a.m. at the regular lycheduled Board of Supervisors Meeting, Board of Supervisors' Hearing Room, located at 1400 E. Ash Street, Globe, Arizona.
Written comments on this plan must be submitted in writing no later than February 28, 2014 at the Housing Department at the address Housing Services-Housing Choice Voucher program at 5515 S. Apache Ave., Suite 200, Globe, AZ 85501.
Gila County Board of Supervisors
Marian Sheppard,
Chief Deputy Clerk of the Board
First Pub: 2-13-2014
Last Pub: 2-26-2014 Belt 8945

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 3 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:

- February 12, 2014**
- February 19, 2014**
- February 26, 2014**

Marc Marin

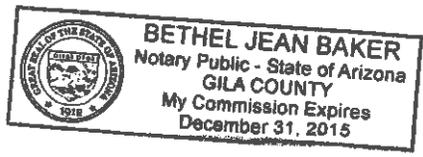
Marc Marin
Publisher

State of Arizona)
) ss:
County of Gila)

The foregoing instrument was acknowledged before me **February 26, 2014**, by Marc Marin.

Bethel Jean Baker

Notary Public



My Commission Expires:
December 31, 2015

APPENDIX B

No Comments

APPENDIX C

**GILA/PINAL WORKFORCE INVESTMENT AREA
ADMINISTRATIVE ENTITY CONTACT**

Malissa Buzan, Director
Gila County Community Service Division
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501
(928) 425-7631
FAX: (928) 425-9468

APPENDIX D

**GILA/PINAL WORKFORCE INVESTMENT AREA
FISCAL AGENT CONTACT**

Nick Montague
Division Fiscal Manager
Gila County Community Service Division
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501
(928) 425-7631
FAX: (928) 425-9468

APPENDIX E

**INTERGOVERNMENTAL AGREEMENT BETWEEN
GILA COUNTY AND PINAL COUNTY REGARDING THE ADMINISTRATION
OF THE GILA/PINAL WORKFORCE INVESTMENT AREA**

This Intergovernmental Agreement (“Agreement”), hereinafter, referred to as, “Agreement”, is entered into between Gila County, a body politic and corporate of the State of Arizona (“Gila”) and Pinal County, a body politic and corporate of the State of Arizona (“Pinal”) to establish the fiscal and administrative responsibilities for the Gila/Pinal Local Workforce Investment Area.

WHEREAS, the Workforce Investment Act (WIA) of 1998, hereinafter referred to as the Act of Public Law 105-220, 20 USC 9201, and federal rules and regulations (20CFR Part 652) was developed to implement the WIA, and authorize the expenditure of federal funds for job training programs in locally determined Workforce Investment Areas; and

WHEREAS, Gila and Pinal Counties Boards of Supervisors, respectively, established Gila and Pinal Counties as the Gila/Pinal Local Workforce Investment Area Consortium for the purpose of Section 116 of Workforce Investment Act (Public Law 105-220), hereinafter referred to as, “WIA” enacted on August 7, 1998;

THEREFORE, in consideration of the agreement of the parties hereinafter set forth, the Counties agree to the following:

SECTION ONE: Grant Recipient, Fiscal Agent, and Administrative Entity

1. Gila and Pinal Counties, through their boards of supervisors, respectively approve the designation of Gila County as Grant Recipient, Fiscal Agent, and Administrative Entity of the Gila/Pinal Workforce Investment Area with liability for said funds, pursuant to Section 117 (d)(3)(B)(I)(II) and (III) Workforce Investment Act (WIA).
2. The Gila County Board of Supervisors and the Pinal County Board of Supervisors shall appoint the board members of the Gila/Pinal Local Workforce Investment Area within their respective jurisdictions as required by the Workforce Investment Act.
3. Gila County, as Grant Recipient shall, under the authority of the Gila County Board of Supervisors and the Gila/Pinal Local Workforce Investment Board, develop program and grant budgets within the constraints of WIA and implement the same through contracts and subcontracts as is appropriate and necessary. Gila County provides services to Gila and Pinal Counties through the Gila County Division of Health and Community Services.
4. Gila County as Grant Recipient shall establish fiscal control and fund accounting procedures as may be necessary to assure the proper disbursement of, and accounting for, Federal funds allocated to all programs, and said procedures shall ensure that all financial transactions carried out are conducted and records maintained in accordance with generally accepted accounting principles. Gila County, as Grant Recipient, shall comply with all applicable uniform cost principles and administrative requirements for grants and agreements included in the appropriate circulars and rules as promulgated by the federal

Office of Management and Budget, United States Department of Labor and the State of Arizona, Department of Economic Security (ADES), as applicable.

5. Gila County, as Grant Recipient shall provide services in Gila and Pinal Counties to ensure effective programs which provide the most beneficial mix of services to eligible residents and private employers within the Gila/Pinal Local Workforce Investment Area, pursuant to Section 117 (d)(3)(B)(I)(II) and (III) Workforce Investment Act (WIA).

SECTION TWO: Modification and Termination

Gila County has been the Grant Recipient, Fiscal Agent and Administrative Entity since July 1, 2000, and shall remain in Grant Recipient for an indefinite period until either party to the Agreement, with the other's concurrence, desires to modify the Agreement.

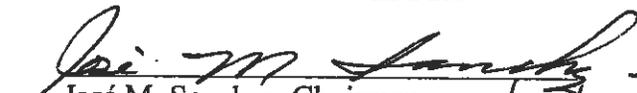
Either party may terminate the Agreement with 90 days notice to the other party. In the event that the existing Gila/Pinal Workforce Investment Area shall cease to exist or shall be terminated, this Agreement shall also be terminated as of the effective date of the termination of the Consortium between the Counties.

SECTION THREE: Governing Law

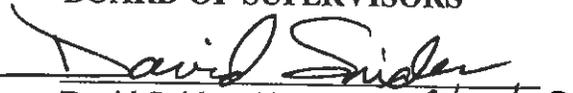
All matters governed by the Agreement shall be subject to the conflict of interest provisions of A.R.S. 38-501 through A.R.S. 38-511, as well as, such other relevant provisions in A.R.S. that are applicable to the planning, implementation and delivery of WIA services in the Gila/Pinal Workforce Investment Area and contained in the Strategic Two Year Local Workforce Investment Plan.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures to this Agreement on the dates below.

**GILA COUNTY
BOARD OF SUPERVISORS**


José M. Sanchez, Chairman 6/24/08

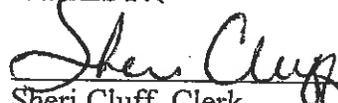
**PINAL COUNTY
BOARD OF SUPERVISORS**


David Snider, Chairman 6/18/08

ATTEST:

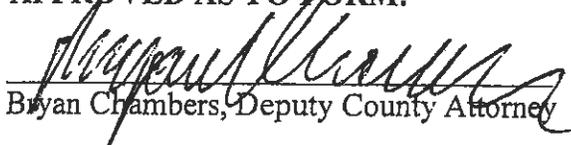

Steven L. Besich, Clerk

ATTEST:


Sheri Cluff, Clerk



APPROVED AS TO FORM:


Bryan Chambers, Deputy County Attorney

APPROVED AS TO FORM:


Joe Albo, Deputy County Attorney

APPENDIX F

GILA/PINAL WORKFORCE INVESTMENT BOARD

Gila/Pinal County
Board of Supervisors

GILA COUNTY
DIVISION OF HEALTH &
COMMUNITY SERVICES
FISCAL AGENT &
ADMINISTRATIVE ENTITY

WIR PROGRAM
MANAGER
EE OFFICER

GILA/PINAL
WORKFORCE
INVESTMENT
BOARD

ONE-STOP OPERATORS
(CAAG, ADES, DIVISION
OF HEALTH AND
COMMUNITY SERVICES)

EXECUTIVE
COMMITTEE

OPERATIONAL,
MANAGEMENT
& PLANNING
COMMITTEE

FISCAL
COMMITTEE

ONE-STOP
COMMITTEE

PUBLIC & COMMUNITY
RELATIONS COMMITTEE

YOUTH
COMMITTEE

REQUIRED ONE-
STOP PARTNERS

NATIVE AMERICAN
PROGRAMS

DISLOCATED
WORKER

ADES EMPLOYMENT
SERVICES
UI, MIGRANT, TAA,
VETERAN

ADULT
EDUCATION

ADULT
PROGRAM

POST
SECONDARY
EDUCATION

YOUTH
PROGRAM

ADES VOC
REHAB

SENIOR
COMMUNITY
PROGRAMS

POST
SECONDARY
EDUCATION

JOB CORP

APPENDIX G

One-Stop Operator Agreement Gila/Pinal Workforce Investment Area

WHEREAS, the Gila/Pinal Workforce Investment Board ("WIB") has been appointed by the Gila County Board of Supervisors, which is the Local Elected Official ("LEO") for the Gila and Pinal Counties Workforce Area for purposes of the Workforce Investment Act of 1998 ("WIA"); and

WHEREAS, in accordance with Section 121 (ii) of the WIA and Section 662.400(c) of the WIA Rules and Regulations, the undersigned agree to form a consortium of partners to act as the One-Stop Center Operator; and

WHEREAS, a consortium of partners consisting of the Arizona Department of Economic Security, Employment Administration, Central Arizona Association of Governments, Gila County Division of Health and Community Services and have been designated by the WIB and the LEO as Operator of the One-Stop System; and

WHEREAS, all parties have agreed that the purpose of this agreement is to define the respective roles and responsibilities of each party with respect to the operation of the One-Stop System,

NOW, THEREFORE, THE PARTNERS AGREE AS FOLLOWS:

1. DURATION OF AGREEMENT

This agreement shall commence on July 1, 2008 for an initial term of one year and shall renew each succeeding July 1 unless the Partners terminate this agreement by mutual consent and with at least 30 days notice to the WIB and LEO.

2. ONE-STOP SYSTEM OVERVIEW

As key stakeholders in the ultimate design of the Gila/Pinal Workforce Investment System, all parties having been designated by the WIB as the One-Stop Operator agree that the vision of the One-Stop System and the One-Stop Career Centers is to provide labor market information, business service, career development opportunities and education services for its customers - the job seeker and the employer community. That as the designated One-Stop Operator, all parties hereto ensure that their customers will benefit from an integrated network of partnership services that strive to understand and respond to the needs of its customers to improve and enhance the economic prosperity of Gila and Pinal Counties.

3. ONE-STOP OPERATOR SERVICES

As a consortium, the One-Stop Operator agrees to provide and make accessible to its customers the following programs, as required or suggested under WIA:

- a. Programs offered under WIA Title IB for Adult, Youth and Dislocated Workers

- b. Programs offered under WIA Title II; Adult and Family Literacy and Postsecondary Vocational Education Activities for the Carl D. Perkins Career and Technical Education Improvement Act of 2006.
- c. Programs offered under WIA Title III; Wagner –Peyser, Unemployment Insurance, Veterans Employment and Training Programs and the Trade Adjustment Act.
- d. Programs offered under WIA Title IV
- e. Programs offered under Senior Community Service Employment Program of the Older Americans Act of 1965
- f. Programs offered under WIA Title ID, Sec. 166 Native American Programs
- g. Programs offered under WIA Title IC, Job Corps

To ensure full integration of all programs' services stated above, the Operator further agrees to coordinate the following program services of the system for its customers at One-Stop Centers:

Job Seeker Services including, but not limited to:

- Access to the One-Stop Career Center's Resource Room for initial assessment, career planning and job seeking activities
- Labor market information, listings of job vacancies and skills necessary for in-demand occupations and employment trends
- Self-directed and minimal staff assistance for job search and placement assistance
- Information on the full array of occupational and vocational training programs available locally and Statewide
- Assistance in filing claims for unemployment benefits, and financial aid
- Information and referral for child care, transportation, and other needed supportive services

Employer Services including, but not limited to:

- Posting of current job openings for access by local, state or national job seekers
- Employee recruitment assistance
- Employee skills assessment and job tasks analysis
- Local, state and national labor market information, economic development opportunities and worker training grants
- Employer tax credits, on-the-job training, upgrade training, and customized training programs
- Local and state training providers information

4. CUSTOMER SERVICE STANDARDS

The One-Stop Operator assures that:

- Customers will have easy access to programs provided at the One-Stop Centers and affiliate sites locations
- Customers will be provided assistance in accessing the services offered by the local Workforce Investment System
- Customers will be given accurate information and clear expectations about all system programs and services

- Customers will only be referred to programs and services where they might be eligible and where resources exist

5. REFERRAL ARRANGEMENTS

The systematic referral process available at the One-Stop Centers will connect the customer (both Job Seeker and Employer) to the existing workforce investment system of services through a cross referral arrangement between the system Partners and the Operator using a confidential "One-Stop Customer Referral Form".

The Operator agrees to participate with the system Partners in an ongoing cross referral workgroup to:

- Provide feedback on the success of cross referral arrangements
- Further develop agency cross training activities with the system Partners and respective staff for the purpose of promoting customer access to a 'no wrong door' system
- Ensure cross training for respective staff
- Consider co-enrollment options and practices
- Consider the effect of cross-referrals on mutual performance standards and outcomes and
- Continuously improve the joint delivery of services for all customers

6. INFORMATION SHARING

The WIB and the Operator agree to utilize a common data base system, i.e. Arizona Virtual One-Stop, or a subsequent approved system, as its primary case management / labor management information system and to ensure the confidentiality of all sensitive personal information through appropriate data security and sharing agreements.

7. CONTINUOUS IMPROVEMENT

The Operator will develop data collection methods for the purpose of determining the number of customers being served by the system and for the purpose of collecting customer feedback information on improving system services.

8. REPORTING REQUIREMENTS

The Operator agrees to provide the following reports to the WIB on a quarterly basis;

- Report on training activities that have taken place between and among center partners and system stakeholders
- Report on the number of people using the One-Stop Centers and the number of Job Orders placed, as well as the number of job-seekers referred for employment
- Report progress in meeting performance standards among all center partners and system stakeholders

9. MODIFICATION

This Agreement may be modified, altered or amended by the parties hereto, at any time, in whole or in part, by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties.

Amendments shall take affect 30 days after notice is given in writing to the WIB and LEO.

10. SEVERABILITY

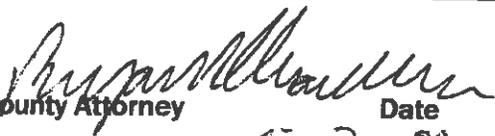
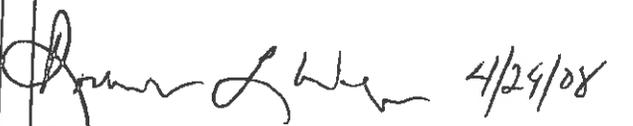
If any part of the Agreement is found to be null and void, or is otherwise stricken, the rest of the Agreement shall remain in full force and effect.

11. APPLICABLE LAW

This Agreement shall be governed by, construed and enforced in accordance with the applicable Federal laws and regulations governing the Workforce Investment Act of 1998, and other appropriate Federal and Arizona laws and statutes.

12. AUTHORITY AND SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms of this Agreement, and do so by affixing their signatures:

 Gila County Attorney As to Form Date 5-7-08	Gila County Attorney
 Chairman Date 5-9-08	Gila County Board of Supervisors
 Rochelle L. Webb Employment Administrator Date 4/29/08	Wagner-Peyser, Unemployment Administration, Veterans Employment and Training Programs, and Trade Adjustment Act Programs Arizona DES, Employment Administration
 Maxine Leather Executive Director Date 5/2/08	Central Arizona Association of Governments
 Dave Fletcher Date 5/1/08	Gila County Division of Health and Community Services

**Workforce Investment Act One Stop Partner
Memorandum of Understanding with the
Gila/Pinal Workforce Investment Board**

I. Introduction

This Memorandum of Understanding (hereinafter "MOU") establishes the terms and conditions among the undersigned partners within the **Gila/Pinal Workforce Investment Area One-Stop Career Center System**, (hereinafter "Partner (s)") in their efforts to establish a cooperative working relationship between the parties and to define roles and responsibilities of all interested parties with respect to implementation of a One-Stop Career Center Project.

II. Purpose of the Agreement

The purpose of this Memorandum of Understanding (MOU) is to provide a framework for the delivery of comprehensive workforce development services to job seekers and employers of the region. Further, the purpose of this agreement is to establish an agreement between the above mentioned regarding their respective roles and responsibilities for implementation of the provisions of Section 1219(c) (2) of Title I of the Workforce Investment Act of 1998. The local Workforce Investment system has been designed to promote collaborative employment & training strategies reflecting the particular needs of the area's local and regional economies. The system is built upon a framework of service delivery through comprehensive and affiliate One-Stop Career Centers and a collaborative network of Partner Organizations.

To ensure these services are of the highest quality and meet the expressed needs of Workforce customers, the Gila/Pinal Workforce Investment Area has established the following mission, goals and responsibilities for Workforce Development services:

The Gila/Pinal Local Workforce Investment Board (LWIB) vision of the WIA statewide workforce investment system will help the local area attain its strategic goals and to use the WIA as a catalyst for change.

The Board's vision is that all state-funded and federally funded programs serving similar clients, not just those encompassed by the WIA, would be coordinated through the WIB. This will be accomplished through the reduction of duplicative organizational structures, governing bodies, redundant and conflicting reporting and management information system, and integration of service delivery at the local area level.

One-Stop Career Centers will be utilized as a catalyst for the local level One Stop delivery system. One Stop customers will have access through a three-tiered service delivery system. A full array of information, including job applicant services, workforce information, employer services, and other information will be provided.

Individual Training Accounts (ITAs) are a component of the One Stop Service Delivery System. ITA's allow adult customers to "purchase" the training they determine to be best for them. Training can be obtained through this market-driven system to enable customers to acquire the skills and credentials needed to succeed in their local labor market. Training can be utilized to learn new skills or upgrade existing skills. Adult

education and literacy programs are also available.

Locally designed, customer focused, market-driven service delivery will enable customers to acquire the skills and credentials they need to succeed in their local labor market utilizing apprenticeship programs and on the job training in conjunction with classroom training.

Another component of the customer service delivery system is local Youth Councils. Encompassing a broad-based membership, local Youth Councils will play a significant role in developing programs and services for youth. The LWIB relies on the Youth Council's expertise and guidance in the development of youth employment and training policy and practice including the development of a complete system of educational opportunities for youth.

The ultimate responsibility for the overall philosophy and oversight for the Gila/Pinal One-Stop Career Center System organizational processes, services and accomplishments will rest with the Gila/Pinal Workforce Investment Board.

The effective implementation, service delivery processes and the success of the One-Stop Career Center reside with the One-Stop Operator and the various System Partners. The effective operation of the One-Stop Center shall be the responsibility of the One-Stop Operator and shall not be in conflict with Partner agency policies and/or regulations. The Gila/Pinal Workforce Investment Board shall be responsible for the following:

- to develop and establish the One-Stop Center philosophy;
- to develop and establish One-Stop Center policies; and
- to ensure the effective oversight of the One-Stop System.

The **Gila/Pinal County Workforce Investment Board** enters into this agreement to ensure that the following principles of the Workforce Investment Act of 1998 are implemented.

- **Universal Access:** All customers, including those with special needs and barriers to employment, will have access to a core set of services at each access point in the One-Stop Career Center System, designed to provide information to make career and labor market decisions. Core and intensive services will be made available at multiple locations. Training and support services will be accessed through initiating transactions at these access points.
- **Integrated Services:** Delivery of services will be enhanced through the integration of planning processes, the coordination of activities and services, and the sharing of information and participant data.
- **Individual Choice:** Customers will have choices in the mechanisms through which to access services and in the services themselves, based on their individual needs and preferences. Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities.

- **Program Quality/Accountability:** Design and management of the centers and delivery of services will be responsive to the needs of customers, and customer satisfaction will be a key measure of accountability. The partners agree to support each other in their respective provision of services and to facilitate joint provision of services consistent with the needs of their respective customers, the program goals of the partner organizations, and laws and regulations governing the programs they operate.

The establishment of a system of one-stop career centers and access points is designed to accomplish the following:

- To facilitate the coordination of resources so as to eliminate unwarranted duplication of services, reduce administrative costs, and enhance participation and performance of customers served through the system.
- To establish guidelines for creating and maintaining a cooperative working relationship, to facilitate joint planning and evaluation of services, and to develop more efficient management of limited financial and human resources.

III. Geographic Area Covered by the Agreement

The areas of Gila and Pinal counties shall be served, exclusive of the Indian Reservations.

IV. One-Stop Center Locations and Operational Infrastructure

Please include information regarding the following:

Locations of comprehensive and affiliate centers and hours of operation

Comprehensive Center

Arizona Workforce Connection

1015 E. Florence Blvd.

Casa Grande, AZ 85222

Hours of Operation: 8:00 a.m. – 5:00 p.m.

Affiliate Centers

Gila County Division of Health and Community Services

5515 S. Apache Avenue, Suite 200

Globe, Arizona 85501

Hours of Operation: 8:00 a.m. – 5:00 p.m.

Arizona Department of Economic Security

605 South 7th Street

Globe, Arizona 85501

Hours of Operations: 8:00 a.m. – 5:00 p.m.

Arizona Department of Economic Security

1155 N. Arizona Blvd.

Coolidge, Arizona 85222

Hours of Operations: 8:00 a.m. – 5:00 p.m.

Arizona Department of Economic Security
 112 E. Highway 260
 Payson, AZ 85541
 Hours of Operations: 8:00 a.m. – 5:00 p.m.

Central Arizona Association of Governments (CAAG)
 1720 East Ash Street
 Globe, Arizona 85501
 Hours of Operations: 8:00 a.m. – 5:00 p.m.

Central Arizona Association of Governments (CAAG)
 414 B N. Marshall Street
 Casa Grande, Arizona 85222
 Hours of Operations: 8:00 a.m. – 5:00 p.m.

- **Site Management and Supervision Parameters**
 Each site has staff that will provide site management for the One-Stop Centers. Specific program supervision will be handled by the respective partner.
- **One Stop Management Team**
 The Gila/Pinal Workforce Investment Board has a One-Stop Committee comprised of One-Stop Partners representative co-located in each of the respective Centers. This One-Stop Committee will oversee One-Stop logistics and activities and make recommendations to the Workforce Investment Board staff on policies and procedures. The One-Stop Committee will be chaired by a partner appointed by the Chair of the Local Workforce Investment Board.
- **Information Sharing Provisions**
 One-Stop partners will continue to provide information for the enhancement and integration to benefit our common clients. The One-Stop Committee will explore opportunities for joint tracking to assist in the attainment of partner goals.

V. Cost Sharing

The contribution must be “proportionate” to the use of the system by individuals attributable to “the partner’s program (20 CFR §662.270). The individual resource sharing and referral agreement is attached and is referenced as attachment A.

a. Identification of Operating Budget for One-Stop Delivery System

The One-Stop Administrator will meet individually with each partner to discuss One-Stop Operation costs and propose a cost allocation method for the shared costs. The methodology will be based on the cost allocation considerations discussed below.

b. Cost Allocation and Resource Sharing Methodology

The partners will comply with the Federal Cost Principles set forth in the applicable Office of Management and Budget (OMB) Circulars. The following lists the circulars and corresponding entities:

- OMB Circular A-21 – Cost Principles for Educational Institutions.

- OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Govts.
- OMB Circular A-122 – Cost Principles for Nonprofit Organizations.

The allocation methodologies used will be based on a measure of relative benefit received that will produce an equitable allocation of costs to the programs.

Measuring benefit received is the critical requirement and central task to be performed in allocating costs. Established cost allocation principles dictate that costs are allocable to a particular cost objective based on benefits received by that cost objective. The cost allocation process that is adopted will be fully documented. The structure and capabilities of the partners' accounting systems will be considered in designing an operable cost allocation process. Each partner must contribute a fair share of the operating costs based on the use of the one-stop delivery system by individuals attributable to the partner's program. There are many basis for allocation to choose from, and the best base is one that allocates costs equitably to all of the partners. There may be multiple allocation bases used within a center and for system costs.

Service delivery will be the prime factor driving operational planning - not cost accounting. However, cost accounting considerations will be part of the planning process. Federal funding sources and good management practices require costs to be accumulated in an organizational structure to control budgets, measure the efficiency of operations and report financial information. The LWIB will negotiate each partner's share of the costs in a way that promotes the principles of proportionate cost sharing. To accomplish this, the LWIB will support the fairness of the negotiated amounts through the use of cost allocation methods or bases.

The LWIB has some latitude for discretion in determining how to share costs, as long as the basis used for cost sharing is compatible with the governing provisions of WIA, other partners' legislation, and the applicable OMB Circulars. Current federal regulations do not provide for "range of tolerance" flexibility. Each partner is accountable for paying costs based on its share of benefit derived. Monthly monitoring of operating reports will allow the partners to see when actual benefits derived and/or actual expenditures vary from their projections. Financial and/or service plans will be adjusted accordingly. As actual expenditures are made, offset plans will be monitored and adjusted so that partners do not owe money at the conclusion of the partnership agreement. Adjustment requests will be reviewed no less than quarterly, more frequently if the variances are large.

Payment System and timeline

The payment system for those shared costs to operate the One-Stop Center is to be paid within thirty days from the first of the month due date to the One-Stop administration.

Alteration provisions

Should the partner want to alter the cost sharing arrangement based on benefits derived, as indicated above there will be a minimum quarterly opportunity for re-negotiation.

Audit Responsibilities

Each partner will have its program audited as required by its own legislative mandates and regulations. If a comprehensive audit is agreed to by the partners, each partner agrees to bear a proportionate share of the audit responsibilities based on their respective dollars contributed; otherwise, the partners with the record keeping responsibility shall bear the cost of the audit.

VI. Supportive Services

The partners agree to coordinate supportive services for the individual and their families within the boundaries of their respective capacities. This will be tracked and accounted for in the case management process.

VII. Business services

The local One-Stop agrees to provide the listed services below to all employers within the One-Stop jurisdiction.

- Recruitment, orientation and referral of qualified job seekers to job vacancies
- Employment service employment information
- Labor market information
- Information regarding the Arizona Job Training Program
- Connection to economic development resources
- Rapid response and plant closure assistance
- Resource referral

VIII. Customer Satisfaction

The accountability system should measure the success of the One-Stop Delivery system in ensuring employers and workforce development participants are highly satisfied with workforce development services. This will be done with surveys within an agreed upon two week period every quarter and the results will be shared and posted within the One-Stop Center in addition the actions taken as a result will also be posted.

IX. Continuous Improvement

All partners will participate on the Continuing Improvement Committee (CIC) by designating a representative to serve on this committee. This designee will attend the bi-monthly meetings in an effort to help improve our services through evaluation and customer feedback. Partners will actively participate in any staff meetings conducted for the purpose of operation of the One Stop System or specific One Stop Career Centers.

X. Performance Accountability

All partners agree to **meet quarterly to exchange information** about performance goals and the attainment of those goals by the partners. Partners will develop strategic plans on how to assist each other in meeting those performance goals whenever possible. The shared data collection system will be the primary source of shared program performance

data once all partners implement it. Partner agencies will be held accountable for performance as specified within their scope of work.

All partners in the One-Stop Delivery system will:

- Adhere to prescribed reporting schedules
- Provide required performance data in a compatible format to the Local Workforce Investment Board on a quarterly basis
- Agree to work toward the development of common performance goals and measures that will be in alignment with the stated goals of the Local Workforce Investment Board (LWIB) system.

XI. Referral Process/Methods Between Organizations

The partners agree to provide value-added referrals for customers for additional services with other partner agencies when those customers are deemed in need of such additional services. It is agreed the One-Stop Delivery system partners of this signed MOU will conduct referral for services in the following manner. All customers referred for services will:

1. Receive a written referral or electronic form with the date, time, and place of the appointment.
2. All appointments will be scheduled within three working days.
3. The individual making the appointment will follow-up with the customer within three working days of the scheduled appointment date.

Referral Point of Contact for each organization

The partners agree to provide a referral point of contact including name, title, and associated phone number, e-mail address and fax number for the referral point. The partner organizations agree to provide this information within two weeks of the official signing of this MOU. The partners further agree to keep this information current should changes be necessitated.

Co-enrollment

The partners agree to co-enroll participants in multiple partner programs whenever appropriate and as eligibility and other program regulations allow. The objective of such co-enrollment is to broaden the service options for participants and to respond to unmet training, supportive service, and placement support needs. Furthermore, co-enrollment allows the partners to share credit for outcomes. All partners agree to:

- Review and revise enrollment procedures to facilitate co-enrollment whenever possible and appropriate.
- Cross-train partner staff in enrollment procedures and requirements to facilitate co-enrollment as needed; and allowable under each program's regulations and policies.
- With the informed consent of the affected participant share participant information (including eligibility and assessment information) to minimize participants' needs to have to provide similar or identical information to more than one of the partners.

Appointment Scheduling

The partners agree to coordinate appointment scheduling activities to facilitate customer flow and service among the partners.

XII. Capacity Building

Partners to the MOU agree to a high level of professional standards related to One-Stop staff competencies and protocols, as well as a professional environment for customers of the affiliate site(s). In order for the "universal" customer to receive seamless services in a true One-Stop environment it is imperative that all partners in the system understand each partner organization, their services and their goals. Each partner agrees to provide training to the other partners in the system. Where feasible and appropriate, each partner also agrees to attend training given by other organizations within the One Stop System.

It is understood all organizations participating need to achieve specific program goals and that by supporting each other through training and team work, the One Stop System will result in increased goal achievement by all of the partners. As with all aspects of joint planning, capacity building efforts shall be examined in the context of adaptability to needed change, customer service and continuous improvement. The partners agree to work continuously to ensure collaboration with State and regional efforts to provide service delivery in response to identified capacity building needs.

XIII. Marketing and Outreach

The partners to the MOU agree to collaborative marketing strategy informing job seekers, employed individuals, employers, and the community at large about the services available through the local One-Stop system. The cost for the development, production and distribution will be a part of the cost allocation plan based on benefit received.

The following resources are or may become available to enhance joint marketing efforts:

- Web site development
- Public education/information
- One Stop brochures/flyers
- Television or radio
- Newspapers

DES/Employment Administration will contribute by providing marketing information for the programs it administers. DES/Employment Administration will not contribute funds to secure advertising and marketing unless those costs are specifically approved and allowed by the Department of Labor.

XIV. Duration of the Agreement

This MOU will commence on July 1, 2008 and shall remain in effect through June 30, 2010 with an amendment clause of 30 days. It will have an automatic two-year renewal unless the local Workforce Board extends, amends, or terminates it.

XV. Confidentiality

The partners agree to share customer information only for the benefit and with the expressed and informed consent of the participant and- if applicable-the participant's parent or guardian. Informed consent will be documented on the "Release of Information" form attached to this agreement.

XVI. Dispute Resolution Process

It is expected one-stop partners will function by consensus. In instances where consensus cannot be reached at the lowest level and the functioning of the one-stop system is impaired, those one-stop partners who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures if state or federal law and regulations allow it:

- If the partners are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the local One-Stop Committee within 15 days of the initial dispute.
- The local One-Stop Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the One-Stop Committee shall prepare a response to the complaint within 30 days.
- If any party to the dispute is not satisfied with the decision of the local One-Stop Committee, the dispute shall be referred to a five person hearing panel, chosen by the parties to the dispute, for resolution. The panel shall be requested to make a determination within 30 days. The decision of the panel shall be final and binding on all parties to the dispute.

When state and federal laws and regulations are applicable, the grieving parties agree to the decision of the state or federal agency with jurisdiction over the dispute.

XVII. Indemnification/Hold Harmless

Each party hereby agrees to indemnify, defend and hold harmless all other parties identified in section 7 above of this MOU from and against all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

XVIII. Non-participation by a required partner

If a required partner elects not to participate, that partner may not be represented on the local WDB. All efforts must be made to meet and confer and to come to agreement on the issue(s) involved. Alternative representative(s) must be sought which represent the required partner or funding stream.

XIX. Severability Clause

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in full force and effect. This Agreement shall be binding upon and

inure to the benefit of the parties hereto and respective successors and assigns where permitted by this Agreement.

XX. Insurance

All parties agree to maintain in full force and effect during the term of this MOU and any extension thereof, commercial general liability insurance, or self-insurance, with limits of not less than \$1,000,000 single limit coverage per occurrence for bodily injury, personal injury and property damage. Upon request from any other party, a party shall provide an appropriate certificate evidencing such insurance, or self-insurance, to the requesting party.

XXI. Assurance and Non-Discrimination Clause

The WIB and the identified partners herein described as parties to this MOU accept the assurances and certifications identified in this section. Through the signing of this MOU, the parties agree to the provision contained in each of the documents identified below and incorporated by reference into this agreement.

- A. Assurances - Non-Construction Programs
- B. Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Transaction
- C. Certifications Regarding Lobbying, Debarment, Suspension, Drug-Free Workplace
- D. Certification of Release of Information
- E. Nondiscrimination of Equal Opportunity Requirements of WIA

Specifically during the performance of this MOU, the parties shall not discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, marital status or sexual orientation. The parties also agree to abide by the provisions of Executive Order 11246 on nondiscrimination and, accordingly, will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, disability or national origin.

Nothing herein shall be construed as obligating the parties to expend funds or be construed as involving the parties in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for these purposes. This MOU in no way restricts any of the parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

XXII. Whole Document

There are no other agreements or understandings, written or oral, between the undersigned other than as set forth herein. This MOU shall not be modified or amended except by a written document executed by both parties to this MOU pursuant to the terms for amending the document set forth herein above.

XXIII. Disabilities Services

Pursuant to 29 CFR Part 37.7 through 37.10, the parties to this agreement will assure that the following is provided, to the extent possible, in the One-Stop delivery system.

- a. One-Stop center facilities that are programmatically and architecturally accessible;
- b. Program access for individuals with disabilities
- c. Reasonable accommodations for individuals with disabilities

XXIV. Data Access

Records of common clients who receive services funded through Wagner-Peyser, Title 1B or other USDOL-funded employment programs, who also receive services from a Partner program, will be maintained in a workforce case management and reporting system provided by the Department of Economic Security.

Partners who wish to obtain access to workforce case management and reporting system may do so under the terms and conditions of this Memorandum of Understanding if the following conditions are met:

1. The Partner is responsible for all costs associated with data access (e.g. hardware and software, phone lines, monthly connection charges, fees for usage).
2. The Partner agrees to adhere to state and local policies governing confidentiality, data usage, and standards for data entry.
3. Each Partner staff member who requires access will follow the security access procedures established by the Department of Economic Security and sign the appropriate data access forms prior to receiving access.

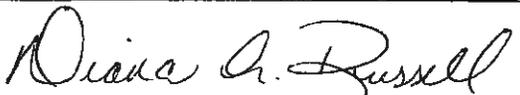
XXV. Signatures

Partner is an entity which receives a grant or administers a program for job seeker or employer participants of the Workforce Investment system, whether at a One-Stop Center or at another location. Required Partners are entities designated by Section 121 of the Workforce Investment Act of 1998 and by CFR§662.200. Additional Partners to this Agreement may be so designated by the local Workforce Investment Board.

Signature of Partner Organization:	Representing:
<p>DES/Employment Administration</p>  <p>Rochelle L. Webb, Administrator</p>	<ul style="list-style-type: none"> ○ Employment Service (Wagner Peyser Act Programs) ○ Unemployment Insurance ○ WIA Title I, Section 167 Migrant & Seasonal Farm worker programs ○ Trade Adjustment Assistance ○ WIA Section 121(b)(1)(B)(i) Veterans Workforce Programs
<p>DES/Employment Administration Non-Mandated Programs</p>  <p>Rochelle L. Webb, Administrator</p>	<ul style="list-style-type: none"> ○ Jobs Program ○ Food Stamp Employment Program ○ Alien Employment Certification Programs (H-2A/H-2B) ○ Grant Diversion Program ○ Work Opportunity Tax Credit Program ○ Shared Work Program ○ Federal Bonding Program

Signature of Partner Organizations:

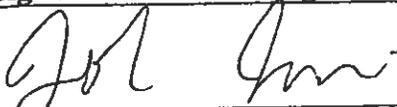
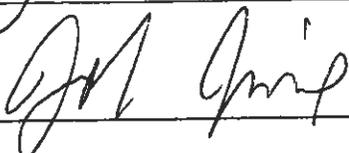
Representing:

	Programs authorized under WIA Title I serving Dislocated Workers
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Signature of Partner Organization:

Representing:

	Senior Community Service Employment Program of Title V of the Older Americans Act of 1965
---	--

Signature of Partner Organization:	Representing:
	WIA Title II Adult Education & Literacy Programs
	Postsecondary Vocational Ed. Activities of the Carl D. Perkins Career and Technical Education Improvement Act of 2006

Signature of Partner Organizations:

Representing:

	Programs authorized under WIA Title I serving Adults and Youth Programs
---	---

MOU 2008

Signature of Partner Organizations:

Representing:

	Job Corps Programs
---	--------------------

Signature of Partner Organizations:

Representing:

Map J. Latta

Programs authorized under WIA Title I serving
Adults and Youth Programs

Title IB Operator

Chair Local Workforce Investment Board

Barbara Valencia
Signature

Clifford E Potts
Signature

Date 3-7-08

Date 3-7-08

Barbara Valencia
Gila/Pinal WIB Program Manager
Gila County Division of Health
and Community Services
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501
(928) 425-7631
(928) 425-9468
bvalencia@co.gila.az.us

Cliff Potts, Branch Manager
Prudential Arizona Properties
609 South Beeline Hwy.
Payson, Arizona 85541
(928) 474-2337, Cell (928) 978-2960
cliff.potts@pruaz.com

APPENDIX H

Common Measures	Final PY13 Negotiated Level
Adult	
Entered Employment	74.5%
Employment Retention	84.9%
Average Earnings	\$13,000
Dislocated Worker	
Entered Employment	83.0%
Employment Retention	87.5%
Average Earnings	\$16,4000
Youth	
Placement in Employment/Education	62.5%
Attainment of Degree/Certificate	60.5%
Literacy/Numeracy Gains	43.0%

APPENDIX I

**GILA/PINAL WORKFORCE INVESTMENT AREA
ASSURANCES**

1. That it will establish, in accordance with Section 184 of the Workforce Investment Act (WIA), fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for funds paid to the local area through the allotments made under Section 128 and 133.
2. That veterans will be afforded employment and training activities authorized in Section 134 of the Workforce Investment Act, to the extent practicable. (112)(b)(17)(B).
3. That it will comply with the confidentiality requirements of Section 136(f)(3).
4. That no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing (Section 181(b)(7).)
5. That it will comply with the nondiscrimination provisions of Section 188, including an assurance that a Methods of Administration has been developed and implemented (Section 188.)
6. That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of Section 188 (Section 185).
7. That it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority at Section 189© of the Act which are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will specify the required terms and conditions and assurances and certification, including, but not limited to the following:
 - General Administrative Requirements;
29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
29 CFR part 96 (as amended by OMB Circular A-133) – Single Audit Act
OMB Circular A-87 – Cost Principles (as amended by the Act)
 - Assurances and Certifications: SF 424 B – Assurances for Non-construction Programs; 29 CFT part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)
CFR part 93 – Certification Regarding Lobbying (and regulation)
29CFR part 98 – Drug Free Workplace and Debarment and Suspension Certifications (and regulations)
 - Special Clauses/Provisions:
Other special assurance or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.
8. That the Wagner-Peyser Act Plan, which is part of this document, has been certified by the State Employment Security Administrator.

9. That it developed, and will continue to develop this Plan in consultation with local elected officials, the local workforce board, the business community, labor organizations and other partners.
10. That it will meet the regulatory requirement to procure youth services by a competitive process as outlined in the WIA Regulations and State Youth Procurement Guidelines.
11. That the LWIB will meet a minimum of four times per year, or once each quarter.
12. That all LWIB business will be conducted in accordance with the Arizona Open Meeting Law.
13. That it will comply with the nondiscrimination and equal opportunity provisions of the following laws:
 - Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title 1 financially assisted program or activity;
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant recipient also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipient's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the grant recipient makes to carry out the WIA Title 1-financially assisted program or activity. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
- That program services will be provided and funds will be spent in accordance with the Workforce Investment Act and Wagner-Peyser Act legislation, regulations, written Department of Labor and State of Arizona guidance, and all other applicable Federal and State laws. Local plan contents cannot override the legislative and regulatory requirements of the Workforce Investment Act/or the Wagner-Peyser Act.

APPENDIX J

**GILA/PINAL WORKFORCE INVESTMENT AREA
Modification to the WIA Plan for Program Year 2013**

We, the undersigned, to hereby approve and submit this modification to the Local Plan for the Workforce Investment Act (WIA) Title 1B Programs for the Gila/Pinal Workforce Investment Area.

Submitted on behalf of the Gila/Pinal Workforce Investment Board and Gila County Board of Supervisors.

Michael A. Pastor
Chairman, Gila County Board of Supervisors

Date



Jeri Byrne, Chairman
Gila/Pinal Workforce Investment Board

4/14/14
Date

Attest

Marian Sheppard, Clerk of the Board

Date

Approved as to Form

Bryan B. Chambers
Deputy Attorney Principal

Date

Approved on behalf of the State of Arizona

Signature – Chairman
Workforce Arizona Council

Date

ARF-2471

Consent Agenda Item 4. H.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Malissa Buzan, Community Services Division Director
Submitted By: Cecilia Bejarano, Executive Administrative Assistant, Community Services Division

Department: Community Services Division **Division:** GEST Department

Information

Request/Subject

Unilateral Amendment No. 4 and Amendment No. 5 to Contract No. DE126000-001 Arizona Department of Economic Security.

Background Information

Original Contract DE126000-001 was signed by the Board of Supervisors on April 19, 2011. Unilateral Amendment No. 1 was signed by Arizona Department of Economic Security (DES) on June 5, 2013. Amendment Nos. 2 and 3 were signed by the Board of Supervisors on June 25, 2013.

Evaluation

Unilateral Amendment No. 4 pertains to Uniform Terms and Conditions, Section 5, "Contract Changes," Paragraph 5.1, "Amendments," Section 5, Background Checks For Employment Through The Central Registry, is being replaced in its entirety with the attached. As this is a Unilateral Amendment that is more administrative in nature, it does not require a signature from the Board of Supervisors.

Amendment No. 5 to Contract No. DE126000-001 extends the contract for the period of July 1, 2014, through December 31, 2014.

Conclusion

By the Board of Supervisors approving these two amendments, the Gila County GEST Program will be in compliance with background checks and the contract period will be extended.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve these amendments.

Suggested Motion

Approval of Unilateral Amendment No. 4 and Amendment No. 5 to Contract No. DE126000-001 between the Arizona Department of Economic Security (DES) and the Gila County Community Services Division, Gila Employment and Special Training, whereby Unilateral Amendment No. 4 pertains to background checks for employment through the Central Registry and Amendment No. 5 extends the contract period from July 1, 2014, through December 31, 2014.

Attachments

Amendment No. 5 Contract DE126000-001 DES

Unilateral Amendment No. 4 Contract DE126000-001 DES

Amendment No. 3 Contract No. DE126000-001 DES

Amendment No. 2 Contract DE126000-001 DES

Amendment No. 1 Contract DE126000-001 DES

Contract No. DE126000-001 DES

Legal Explanation



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

CONTRACT AMENDMENT

1. CONTRACTOR (Name and address) GILA COUNTY dba Gila Employment and Special Training 5515 S Apache St, Ste 200 Globe, AZ 85501	2. CONTRACT ID NUMBER DE126000-001 3. AMENDMENT NUMBER 5
--	---

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Department of Economic Security Special Terms and Conditions, Section 12, "Contract Term and Option to Extend," the above referenced contract is extended for the period of July 01, 2014 through December 31, 2014.

The rates are not adjusted for the extension period and shall remain the same as for the previous contract period.

- 5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.
In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.
- 6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY SIGNATURE OF AUTHORIZED INDIVIDUAL	8. NAME OF CONTRACTOR GILA COUNTY SIGNATURE OF AUTHORIZED INDIVIDUAL
--	--

TYPED NAME Francine Whittington	TYPED NAME Michael A. Pastor
TITLE Manager, Contract Administration Unit	TITLE Chairman, Gila County Board of Supervisors
DATE	DATE



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

UNILATERAL CONTRACT AMENDMENT

1. CONTRACTOR (Name and address)

GILA COUNTY dba Gila Employment and Special Training
5515 S Apache St, Ste 200
Globe, AZ 85501

2. CONTRACT ID NUMBER

DE126000-001

3. AMENDMENT NUMBER

4

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT:

Pursuant to the UNIFORM TERMS AND CONDITIONS, Section 5, "Contract Changes," Paragraph 5.1, "Amendments," Section 5, BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY, is hereby replaced in its entirety with the attached Section 5, BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY, effective immediately.

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF THE DEPARTMENT'S PROCUREMENT OFFICER SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN.

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY

SIGNATURE OF AUTHORIZED INDIVIDUAL

TYPED NAME

Francine Whittington

TITLE

Manager, Contract Administration Unit Manager

DATE

12/5/13

5.0 Background Checks for Employment through the Central Registry

If providing direct services to children or vulnerable adults, the following shall apply:

- 5.1 The provision of A.R.S 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
 2. All employees of a contractor;
 3. A subcontractor of a contractor and the subcontractor's employees; and
 4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 5.4
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 5.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- The Certification for Direct Service Position is located at:
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>
- 5.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 5.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at: <https://www.azdes.gov/opac>



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

CONTRACT AMENDMENT

1. CONTRACTOR (Name and address) GILA COUNTY dba Gila Employment and Special Training 5515 S Apache St, Ste 200 Globe, AZ 85501	2. CONTRACT ID NUMBER DE126000-001 3. AMENDMENT NUMBER 3
--	---

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

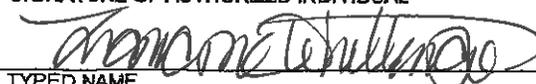
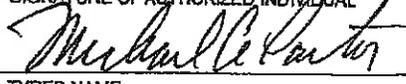
Pursuant to the UNIFORM TERMS AND CONDITIONS, Section 5, "Contract Changes," Paragraph 5.1, "Amendments," the RSA Fee Schedule for year 3, effective July 1, 2013 and ending June 30, 2014, is postponed.

The rates are not adjusted and shall remain the same until notice is made by amendment.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	8. NAME OF CONTRACTOR GILA COUNTY
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Francine Whittington	TYPED NAME Michael A. Pastor
TITLE Manager, Contract Administration Unit	TITLE Chairman, Gila County Board of Supervisors
DATE 6/25/13	DATE 6-25-2013



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

CONTRACT AMENDMENT

1. CONTRACTOR (Name and address) GILA COUNTY dba Gila Employment and Special Training 5515 S Apache St, Ste 200 Globe, AZ 85501	2. CONTRACT ID NUMBER DE126000-001 3. AMENDMENT NUMBER 2
--	---

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the UNIFORM TERMS AND CONDITIONS, Section 5, "Contract Changes," Paragraph 5.1, "Amendments," the following is added to Section 11.0, CONFIDENTIALITY, of the DES Special Terms and Conditions:

11.2 The Contractor shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	8. NAME OF CONTRACTOR GILA COUNTY
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME	TYPED NAME
Elizabeth G. Csaki, CPPB	Michael A. Pastor
TITLE	TITLE
Manager, Contract Administration Unit	Chairman, Gila County Board of Supervisors
DATE	DATE
6/25/13	6-25-2013

ATTEST:

Marian E. Sheppard Date: 6-25-2013
Marian E. Sheppard
Clerk of the Board

Approved as to form:

Bryan B. Chambers Date: 6-25-2013
Bryan B. Chambers
Deputy Attorney Principal



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

UNILATERAL CONTRACT AMENDMENT

1. CONTRACTOR (Name and address) GILA COUNTY dba Gila Employment and Special Training 5515 S Apache St, Ste 200 Globe, AZ 85501	2. CONTRACT ID NUMBER DE126000-001 3. AMENDMENT NUMBER 1
--	---

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Due to a change in the law, Section 5 of the DES Special Terms and Conditions is hereby replaced with the attached Section 5, BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY, effective immediately.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN.

7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY

SIGNATURE OF AUTHORIZED INDIVIDUAL

Francine Whittington

TYPED NAME

Elizabeth G. Csaki, CPPB

Francine Whittington

TITLE

Manager, Contract Administration Unit

Sr. Procurement Specialist

DATE

6/5/13

- 5.0 Background Checks for Employment through the Central Registry.** If providing direct services to children or vulnerable adults, the following shall apply:
- 5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
 2. All employees of a contractor;
 3. A subcontractor of a contractor and the subcontractor's employees; and
 4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 5.4
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 5.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- The Certification for Direct Service Position is located at:
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>
- 5.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 5.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at:
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc>



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Contract between the Department of Economic Security (the "Department") and
Gila County dba Gila Employment & Special Training
(the "Contractor").

WHEREAS the Contractor is:

- a Non-profit Organization as defined in Office of Management and Budget (OMB) Circular A-122;
- a For-profit Organization; and

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S. §41-1954;

THEREFORE the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

Contract Term: This contract shall be effective on the date of last signature, and shall end on June 30, 2014, unless extended in accordance with DES Special Terms and Conditions.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY:

Cathie G. Rodman
Procurement Manager Signature

Cathie G. Rodman
Typed Name

Manager, Solicitation Unit
Title

6-3-11
Date

DES Contract I.D. No.: DE126000-001

FOR AND ON BEHALF OF THE CONTRACTOR:

Michael A. Pastor
Signature of Authorized Individual

Michael A. Pastor
Typed Name

Chairman, Gila County Board of
Supervisors
Title

4/19/11
Date

Contractor FEI Number: 86-6000444
Contractor Mailing Address:

5515 South Apache Ave. Suite 200
Globe, AZ 85501

Contact Name: David B. Caddell
Title: Program Manager
Phone Number: 928 425-7631
Fax Number: 928 425-9468
E-Mail Address: dcaddell@co.gila.az.us

Approved as to form:



Signature

Bryan B. Chambers

Typed Name

Chief Deputy County Attorney

Title

4/19/2011

Date

UNIFORM TERMS AND CONDITIONS

Version 8

1. Definition of Terms

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

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

2. Contract Interpretation

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

- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
 - 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
 - 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
 - 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
 - 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
 - 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
3. **Contract Administration and Operation**
- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
 - 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
 - 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
 - 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.

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

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

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

4. **Costs and Payments**

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1. Accept a decrease in price offered by the contractor;
- 4.5.2. Cancel the Contract; or
- 4.5.3. Cancel the contract and re-solicit the requirements.

5. **Contract Changes**

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

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

- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

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

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

- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing,

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

- 6.4.2. Force Majeure shall not include the following occurrences:
- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2. Fit for the intended purposes for which the materials are used;
 - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

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

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

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

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. Termination for Default.
- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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

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

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

10. Contract Claims

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

11. Arbitration

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

12. Comments Welcome

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

**ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SPECIAL TERMS AND CONDITIONS
Professional Services/Auto /Children-Vulnerable Adult – RSA Fee Schedule
Three Year with Option**

- 1.0 **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:
- 1.1 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.2 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).
- 1.3 **"May"** indicates something that is not mandatory but permissible.
- 1.4 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.5 **"Should"** indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 1.6 **"Vulnerable adult"** means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment
- 2.0 **Advertising, Publishing and Promotion of Contract.** In addition to the terms and conditions in Section 3.6 of the Uniform Terms and Conditions, the following shall apply:
- 2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:
- 2.2 "This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."
- 3.0 **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:
- 3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:
1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
 2. Summary schedule of prior audit findings
 3. Auditor's Reports (detailed in the A-133)
 4. Corrective Action Plan.
- 3.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
- 3.3 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual

financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

- 3.4 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.
- 3.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

4.0 Availability of Funds.

- 4.1 The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

5.0 Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:

- 5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

- 5.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.

- 5.3 Within thirty (30) days of contract award, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.

- 5.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.

- 5.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

6.0 Certification of Cost or Pricing Data.

- 6.1 By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

7.0 Certification Regarding Lobbying.

- 7.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)

8.0 Code of Conduct.

- 8.1 The Contractor shall avoid any action that might create or result in the appearance of having:

1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
2. Acted on behalf of the State without appropriate authorization;
3. Provided favorable or unfavorable treatment to anyone;
4. Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
6. Loss of impartiality when advising the State

9.0 Competitive Bidding.

9.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

10.0 Compliance with Applicable Laws. In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:

10.1. in accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

10.2 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

10.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .

10.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

10.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.0 Confidentiality.

11.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

12.0 Contract Term and Option to Extend.

12.1 The term of the resultant contract shall commence upon award and shall remain in effect to the date specified on the Signature Page unless terminated, cancelled, or extended as otherwise provided herein.

12.2 The State has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods in its entirety or in part at the sole option of the State.

- 12.3 The State shall have the unilateral right to extend the contract period for two (2) additional one-year periods or portions thereof, for a total contract term of the RSA Fee Schedule Service not to exceed five (5) years. The terms and conditions of any such contract extension shall remain the same as the original contract.
- 12.4 Any extension or renewal must be made prior to the end of the contract period specified in this contract.
- 12.5 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).
- 13.0 Cooperation.**
- 13.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).
- 14.0 Data Sharing Agreement.**
- 14.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each DES Program sharing confidential data.
- 15.0 Equipment.**
- 15.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.
- 15.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.
- 15.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
- 15.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.
- 15.5 Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or state law.
- 16.0 Reserved.**
- 17.0 Evaluation.**
- 17.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with

other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

- 17.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.
- 18.0 E-Verify.**
- 18.1 In addition to the terms and conditions in Section 3.10 of the Uniform Terms and Conditions, the following shall apply :
- 18.2 The 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 as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- 18.3 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 18.4 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 18.5 The Department retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.2.
- 19.0 Fair Hearings and Service Recipients' Grievances.**
- 19.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 19.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.
- 20.0 Federal Immigration and Nationality Act.**
- 20.1 In addition to the terms and conditions in Section 3.9 of the Uniform Terms and Conditions, the following shall apply:
- 20.2 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.
- 20.3 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract.
- 21.0 Fees and Program Income.**
- 21.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.
- 22.0 Fingerprinting.**
- 22.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements

relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

- 22.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks" may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
- 22.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this contract, the following provisions apply:
- 22.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purposes of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for a fingerprint clearance card within seven working days of employment.
- 22.3.2 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

23.0 **Inclusive Contractor.**

- 23.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

24.0 **Indemnification and Insurance.**

24.1 **Indemnification Clause:**

- 24.1 1. The parties to this contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

24.2 **Insurance Requirements:**

- 24.2.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
- 24.2.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **Minimum Scope And Limits Of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
- General Aggregate \$2,000,000

- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

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

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any

retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provisions of this Contract.
- C. **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise and shall be sent by certified mail, return receipt requested.
- D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.
- E. **Verification Of Coverage:** 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. The Contractor shall retain all certificates and endorsements at its office which shall be available to the Department for review upon request.
- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 24.0 of the Arizona Department of Economic Security Special

Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 24.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 24.2.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 24.0 above.

25.0 IT 508 Compliance.

25.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

26.0 Levels of Service.

26.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

26.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

26.3 Any administration within the Department may obtain services under this contract.

26.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

26.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.

26.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

27.0 Monitoring.

27.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

28.0 Non-Discrimination. In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:

28.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

- 28.2. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
- 28.3 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- 28.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
 "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here* prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The *insert Contractor name here* must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the *insert Contractor name here* must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the *insert Contractor name here* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: *insert Contractor contact person and phone number here*" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *insert Contractor contact person and phone number here*"
- 29.0 **Notices.** In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:
- 29.1 All notices shall reference the contract number.
- 29.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:
1. Change of telephone number;
 2. Changes in the name and/or address of the person to whom notices are to be sent;
 3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
 4. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.
- 30.0 **Offshore Performance of Work Prohibited.**
- 30.1 Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 31.0 **Order of Precedence.**
- 31.1 In addition to the terms and conditions in section 2.3 Contract Order of Precedence of the Uniform Terms and Conditions, the following shall apply:
1. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 1. Division/Administration Special Terms and Conditions;

2. ADES Special Terms and Conditions;
3. Uniform Terms and Conditions;
4. Scope of Work or Specification;
5. Attachments;
6. Exhibits;
7. Documents referenced or included in the Solicitation.

32.0 Pandemic Contractual Performance.

32.1 The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

32.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

1. After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

33.0 **Payments.** In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:

33.1 Payments shall be made according to the type of payment defined as follows:

1. Rate (or) Fixed Price- The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable. The Department may authorize units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document and may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.

33.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

33.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

33.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the:

1. The units authorized as stated in section 33.1; or
2. The service reimbursement ceiling;
3. Under no circumstances shall the Department make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.

33.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

34.0 Payment Recoupment.

34.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

1. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
4. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
5. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
6. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
7. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
8. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
9. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
10. Any payments made for services rendered before the contract begin date or after the contract termination date.

35.0 Personnel.

35.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

36.0 Predecessor and Successor Contracts.

36.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

37.0 Professional Standards.

37.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

38.0 Rate Increase.

38.1 The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alternative option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.

38.2 Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

39.0. Records. In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:

39.1 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:

1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
2. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
3. Include time and attendance records for individual employees to support all salaries and wages paid;
4. Include records of the source of all receipts and the deposit of all funds received by the Contractor;

5. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
6. Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
7. Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

39.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

39.3 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in Section 41.0 of the DES Special Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
2. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

40.0 Relationship of Parties.

40.1 In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall apply:

1. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
2. Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

41.0 Reporting Requirements.

41.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

41.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.

41.3 No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

41.4 All reports shall reference the contract number and be submitted to the person designated by the Department.

42.0 Responsibility for Payments Indemnification.

42.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

- 43.0 **Reserved.**
- 44.0 **Subcontracts.** In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:
- 44.1 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.
- 45.0 **Substantial Interest Disclosure.**
- 45.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.
- 45.2 Leases or rental agreements or purchase of real property which would be covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 45.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.
- 46.0 **Supporting Documents and Information.**
- 46.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- 47.0 **Suspension or Debarment.**
- 47.1 In addition to the terms and conditions in section 9.3 of the Uniform Terms and Conditions, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment).
- 48.0 **Technical Assistance.**
- 48.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.
- 49.0 **Termination for Any Reason.**
- 49.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.
- 49.2 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended the provisions of this paragraph shall not apply.

- 49.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.
- 50.0 **Termination for Default.** In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:
- 50.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.
- 51.0 **Transfer of Knowledge.**
- 51.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.
- 52.0 **Transition of Activities.**
- 52.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.
- 53.0 **Unallowable Costs.**
- 53.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.
- 53.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:
1. OMB Circular A-87 for State, local and Indian Tribal Governments.
 2. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
 3. OMB Circular A-21 for educational institutions.
 4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.
- 54.0 **Visitation, Inspection and Copying.**
- 54.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.
- 55.0 **Warranty of Services.**
- 55.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.
- 56.0 **Limited English Proficiency**

56.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34 (Exhibit 1).

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

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**DES 1-01-34
Limited English Proficiency**

I. POLICY STATEMENT

The policy of the Department of Economic Security (the Department) is to provide quality and timely language assistance services to customers with limited English proficiency (LEP) to ensure meaningful access to programs, services, and activities. Each affected work unit of the Department shall:

1. Develop and adhere to specific written procedures;
2. Perform a needs and capacity assessment;
3. Arrange for oral language assistance, as appropriate;
4. Determine which of the Department documents meet the definition of a vital document;
5. Translate vital documents into languages other than English;
6. Provide notification to customers of the availability of language assistance services;
7. Evaluate current Department Web sites for LEP compliance;
8. Develop and implement standards to ensure LEP compliance on all future Web pages;
9. Train all staff who are likely to have contact with Department customers and the management staff who support them;
10. Develop and incorporate an accessible issue resolution process; and
11. Monitor customer access to language assistance.

II. AUTHORITY

**Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
Arizona Constitution, Article 28**

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d *et seq.* states, "No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Regulations implementing Title VI provide in part at 45 C.F.R. Section 80.3 (b):

- "(1) A recipient [the Department is a 'recipient' under this law] under any program to which this part applies [generally any program that receives federal funds] may not, directly or through contractual or other arrangements, on ground of race, or color, or national origin:
- (i) Deny an individual any service, financial aid, or other benefit provided under the program;
 - (ii) Provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program;

- (2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program or the class of individuals to whom, or the situations in which such services, financial aid or other benefits, or facilities will be provided ... *may not directly, or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, because of their race, color or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program with respect to individuals of a particular race, color, or national origin.*" (emphasis added)

III. OVERVIEW

Title VI of the Civil Rights Act of 1964, as amended, requires that agencies take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency. For the purposes of this Policy, individuals with limited English proficiency (LEP) are defined as individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

The Department's LEP Policy ensures that the Department, and all Department services regardless of funding source, comply with the requirements of Title VI of the Civil Rights Act of 1964 by setting out standards for its work units to follow. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any entity receiving federal financial assistance. The Department prohibits administrative methods or procedures that have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Department shall take adequate steps to ensure that their procedures do not deny, or have the effect of denying, individuals with LEP equal access to benefits and services for which such persons qualify. This Policy defines Departmental responsibilities to ensure that individuals with LEP can communicate effectively.

IV. SCOPE

This LEP Policy, in its entirety, applies to all Department entities and contractors who provide direct Department services to Department customers. The Department and all work units who provide services, information, or assistance to Department customers shall be responsible for development of procedures to ensure compliance with the Department LEP Policy. Areas that do not provide services, information, or assistance to Department customers are not responsible for developing procedures but, at a minimum shall designate an LEP contact to ensure compliance.

The DES Director's Office of Equal Opportunity (DOEO) and the DES Policy and Planning Administration's (PPA) Policy Unit are responsible for review and approval of work unit LEP procedures. This review will be limited to ensuring the work unit LEP procedure is consistent and in compliance with the Department LEP Policy.

V. DEFINITIONS

Customer: Any applicant, claimant, or recipient of Department services, including LEP customers.

Executive Leader: The Director, Deputy Director, or Assistant Director or their designee with authority over a programmatic or administrative work unit.

Interpret: Providing a verbal translation between two or more persons in a language other than English. This may be done by on-site trained Department staff, contractors, or through commercially available resources, including but not limited to telephonic interpretation services.

Language Used Significantly: A language, other than English, that is used by five percent or 1,000 persons (whichever is smaller) who are eligible for a Department service or are likely to be directly affected by a Department program or activity in a specific geographic area.

Limited English Proficiency (LEP) Contact: The person within a work unit who is responsible for ensuring their program or administrative work unit is LEP compliant.

Limited English Proficient (LEP) Customer: Any prospective, potential, or actual recipient of benefits or services from the Department who cannot speak, read, write, or understand the English language at a level that permits effective interaction with the Department. This includes LEP parents or guardians of minor children who are customers or LEP customers.

Non-Vital Documents: Documents that are not critical to access Department benefits and services.

Translate: Providing a written document in a language other than English.

Vital Document: A document that conveys information that affects the ability of the customer to make decisions about his or her participation in the program. The decision of whether a document is vital may depend upon the importance of the program information, encounter, or service involved, and the consequence to the LEP person if the information is not provided accurately or in a timely manner.

Work Unit: A program or administrative area within the Department. Work unit includes all Department work units as well as its contractors that provide direct service to Department customers.

VI. STANDARDS

1. All Department staff shall provide services to Department customers in a manner that ensures the customer has meaningful access to their programs and activities for all persons, including those persons who have limited English proficiency.
2. **Compliance and Enforcement**: It is the responsibility of each Executive Leader overseeing a Department work unit, program, or administrative area to ensure that activities within the Executive Leader's work unit are conducted consistent with both the Department LEP Policy and the specific work unit LEP procedure.
3. **Work unit Procedures**: Each work unit identified as warranting language assistance services shall develop specific written procedures related to language assistance services applicable to its program activities. These procedures must be consistent with the standards listed in the Department LEP policy. Written procedures shall address the following areas:
 - a. Provision of language services generally;
 - b. Identification and assessment of language needs;
 - c. Oral language assistance services;
 - d. Written translations;
 - e. Oral and written notification of the availability of language services;
 - f. Issue resolution rights;

- g. Staff training on language service provision; and
 - h. Monitoring access to language assistance.
4. **Needs and capacity assessment:** The Department shall employ a four-step process to determine the need and capacity for LEP services. Specifically, each work unit shall determine and indicate in writing if it has direct contact with Department customers. If work unit determines that it does, then:
- Determine the number or proportion of LEP customers served;
 - Determine the frequency of contact between LEP customers and the program;
 - Assess the nature and importance of the program; and
 - Assess available resources.
- a. *Each work unit shall identify the steps in their service delivery process and identify the anticipated number of customer interactions that occur at each of these steps.* These steps could include points of contact with Department staff where customers get information or staff take an action that affects a customer's ability to meaningfully participate in a Department program or activity. These points of contact include Department offices, telephone numbers regularly used by the public, outreach activities, informational and operational Web sites, and written notices. These contacts may be face-to-face, telephonic, written, or electronic.
 - b. *The Department shall identify the languages used by the populations it serves. Both the Department and each work unit shall use this information to determine the incidences in which the Department and work unit expect to interact with customers in various languages other than English.* The Department shall use the most recent census data to determine overall language trends in Arizona. Other demographic data sources include information from other state agencies, commercial marketing data, school systems, community organizations, national ethnic organizations, the Internet, and internally gathered Department data. These trends will be used to determine the LEP population's alternative language needs. The Department will update this information with the issuance of new census data.
 - c. *Each work unit shall annually assess the language assistance needs of its LEP customers and the capacity of its programs to meet these needs.* Work unit procedures shall include the methods used to conduct this assessment, including areas where it intends to use Departmentally-produced data, and the frequency with which it will complete the assessment.
 - d. *Each work unit shall implement a process for gathering and recording LEP customer language preferences:*
 - i. The work unit procedures shall include sufficient detail to identify how the work unit gathers language preference information, where it stores the information, and how it will make the information readily available for future contact with LEP customers and for statistics-gathering purposes;
 - ii. Each work unit procedure shall include the use of language preference posters in each local office. These posters are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display posters in all its offices in which customer interaction is anticipated. These posters are developed, transmitted, and maintained as a Departmental function.

5. **Oral language assistance:**

- a. ***Each component, program, or administrative work unit of the Department shall arrange for oral language assistance to LEP customers in face-to-face and telephone contact:***
Work unit procedures shall identify the processes for providing oral language assistance and the method for obtaining these services. The oral language assistance portion of the work unit procedures for identifying individuals with LEP shall be consistent with those outlined in this policy. LEP services shall be provided free of charge upon the request of the customer. Work units may identify approaches specific to their work unit, but all procedures shall include the minimum Department standard of ensuring that the provision of bilingual/interpretive services is prompt and without undue delays. Necessary timeframes may vary based upon the nature and importance of the service. For example, timeframes for emergency services may be different from those timeframes for non-emergency services. In most circumstances, this requires language services to be available within reasonable timeframes during all operating hours by:
- i. Establishing interpreter service contracts. The Department maintains contracts with multiple vendors to provide verbal interpretation. The Office of Procurement shall provide direction to all work units on how to access and use contracts for interpreter services. Work units shall, in their procedures, identify how they shall request and coordinate these services. In addition, services through commercially available telephonic interpretation services shall be available when needed;
 - ii. Implementing a means to compensate bilingual staff. Subject to the availability of funds, the Department has a bilingual stipend program in place that operates under DES 1-26-26, *Bilingual Stipend for Certified Employees*. This program compensates bilingual staff who meet required standards for performing verbal interpretation services. Work unit procedures shall identify the offices in which a need for bilingual staff has been established and which languages are needed;
 - iii. Orally translating vital documents into languages other than English for LEP customers.
- b. ***Location and Accessibility of LEP Services:*** Work units shall ensure that their procedures include provisions that respond to the language needs of the populations in each area in which the work unit provides services. Each work unit shall determine the most efficient and effective means to meet these needs. Accommodations such as translations of commonly requested documents, bilingual staff, and telephone interpreter services should be made available at locations that are readily accessible to the public, such as information desks, security checkpoints, and public information telephone lines.
- c. ***Use of Bilingual Staff:*** *The Department will make reasonable efforts to recruit and have bilingual staff employed in programs and activities where the number or percentage of LEP customers or potential LEP customers is statistically significant, or where the frequency of contact with such persons makes the employment of bilingual staff a more cost effective, efficient, and effective mode for communication:*
- i. Each work unit shall make a decision to employ bilingual staff after a needs assessment, with due consideration given to the budgetary, personnel, and other constraints of the work unit;

- ii. Bilingual staff or contractors must be assessed for bilingual proficiency. Work units should ensure that individuals providing interpretative services possess a level of fluency and comprehension appropriate to the specific nature, type, and purpose of information at issue.
- d. ***Unacceptable Practices:*** Work units should only use family members or friends to interpret for LEP customers if the LEP customer insists on using the friend or family member after Department-provided language services have been offered. Minor children should never be used to interpret, except in emergencies. If additional services are required, any information obtained utilizing a minor child as the interpreter shall be verified through an approved interpreter after the emergency situation has closed.
6. **Translation of written materials:** Each work unit must identify its vital documents. Vital documents include, but are not limited to, the following for any service, benefit, program, or administrative work unit provided by or contracted with the Department:
- Applications;
 - Recertification or renewal applications;
 - Documents that require a response;
 - Letters or other written documents that contain information regarding participation in a program;
 - Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;
 - Consent and complaint forms;
 - Appeal rights and grievance procedures;
 - Written tests that do not assess English language competency but test competency for a particular license, job, or skill for which knowing English is not required; and
 - Notices advising LEP persons of free language assistance.
 - Any other document that the work unit deems vital due to the importance of the program, information, encounter, or service involved and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.
- a. ***Each work unit shall translate its vital documents into languages used significantly by its LEP customers.*** The Department maintains two approved processes for having written material, including required posters and signs, translated to languages other than English: The Department Office of Graphics and Design or a state-approved translation contract. Using one of these two processes ensures the quality of the translation activity. Department documents for official public use may not be translated using any other method. Work unit procedures shall identify which method for translation will be used within the work unit. The work unit procedure shall also include a listing of the documents that meet the definition of a vital document.
- b. ***Each work unit shall respond to written communications from LEP customers in a manner that is consistent with the Department policy.*** Work unit procedures shall address a process to ensure that LEP customer case records are noted as LEP when work unit staff receive information from a customer in a language other than English. Work unit staff shall interact with the individual in a manner consistent with the Department LEP policy unless the customer indicates otherwise.

- c. *Each work unit should be sensitive to the literacy levels of the LEP public.* There are situations in which the use of translated written material may not meet the needs of some Department LEP customers. Some languages are historically unwritten or some LEP customers may be illiterate in their native language. Work unit procedures must ensure that staff use the most effective means to communicate with LEP individuals. This may include either verbal or written communication.

7. **Institutional Considerations for Translation:**

- a. *Each work unit shall ensure that the public is aware of available interpretation and translation assistance.* Each work unit shall include on all documents that are not translated into a language other than English a statement in each significantly used language indicating that all persons have the right to free language assistance and how the assistance can be obtained. This notification shall be included on all documents that are routinely disseminated to the public, including electronic text. This language shall be placed near the front of the document in a format that brings attention to it.
- b. *Each work unit shall ensure that its electronic sources for providing vital information are LEP compliant.* The Department and each work unit shall ensure that its Web sites and other electronic sources for vital information or documents provide this information in significantly used languages other than English. Web sites shall prominently display access to non-English versions of this information on any page that may be used as the initial point of contact for LEP individuals. Web sites shall also identify methods to access language assistance free of charge.
- c. *The Department shall produce and each work unit shall readily make available to its customers, an LEP Rights pamphlet in English and all other significantly used languages.* The pamphlet shall explain that LEP services are available from the Department free of charge and shall explain procedures for accessing these services.
- d. *Each work unit may translate non-vital documents into languages other than English, except to the extent prohibited by the Arizona Constitution, Article 28, English as the Official Language.*

8. **Training:** Training shall include a consistent message explaining why it is important for the Department to ensure that LEP customers are served in a manner consistent with the Department policy. Persons with specific knowledge of Title VI of the Civil Rights Act and the requirements contained therein shall develop this training. Training shall include, but not be limited to:
- a. *General training* for all staff on the importance of providing services for individuals with LEP;
 - b. *Work unit-specific training* to ensure that work unit staff that deal with or are likely to have contact with Department customers are trained on the LEP policies and procedures. This includes, but is not limited to, specific training for staff who have LEP customer contact to work effectively with in-person and telephone interpreters;
 - c. *Technical assistance training* for LEP contact staff;
 - d. *Management level training* for supervisors and administrative staff assisting staff with direct customer contact.

9. **Providing notice to LEP Customers of the availability of language assistance services and outreach:** Work unit procedures shall identify how to inform LEP customers of the availability of free language assistance services. The work unit shall make the notification at the first point of contact. Notification includes signs in intake areas or other customer entry points, outreach documents such as brochures or booklets, LEP posters and pamphlets, and telephone menus in significantly used languages:
- a. The work unit shall provide the notification of free language assistance in the language of the LEP customer. LEP persons should also be advised that they may use an interpreter of their own choosing at their own expense;
 - b. Consistent with its commitment to partnership and outreach, the Department engages in comprehensive outreach to ensure awareness by LEP persons of its programs and activities. Outreach includes the use of ethnic media such as radio, television, newspapers, magazines, Web sites, faith-based organizations, community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support Department outreach efforts in relation to the programs it administers and the services it provides;
 - c. Work unit procedures shall include provisions to ensure that Web pages accessible to members of the general public include information on the availability of language assistance;
 - d. The Department shall maintain copies of written documents such as flyers or pamphlets intended to be used to notify persons of language assistance. Pamphlets shall be maintained in locations in which direct service to Department customers is provided and shall be readily available to customers without the need of Department staff intervention.
10. **Monitor access to language assistance:**
- a. *Each work unit shall institute procedures to monitor the accessibility and quality of language assistance activities for LEP customers.* Work unit procedures shall include specific time frames and methods to reassess language assistance activities to ensure that the services provided by the work unit address the actual needs of the LEP customers based on actual experiences of the work unit. Work unit procedures shall ensure that such monitoring is completed no less than every 12 months. Work unit procedures should include a process for obtaining community and customer feedback in this activity through surveys, questionnaires, or other means. Data collection and record keeping are key to an effective monitoring and compliance system. In order to determine the validity of any language assistance complaints, it may be necessary to analyze and review data that reflect how the work unit provides services to LEP customers. Data collection also allows the work unit to obtain an overview of how their services are provided. The work unit procedure shall include data collection and record keeping requirements to ensure that these assessments are fact-based and reflect actual current activity. The work unit shall assess the effectiveness of its LEP policies based on:
 - i. Current LEP populations in service areas or population or specific populations encountered;
 - ii. Frequency of encounters with LEP customers;
 - iii. Nature and importance of activities to LEP customers;
 - iv. Availability of resources, including technological advances, additional resources, and the costs imposed;

- v. Whether existing assistance is meeting the needs of the LEP customers;
- vi. Whether staff know and understand the LEP procedures; and
- vii. Whether identified sources for assistance are still available and viable.

Work units shall utilize the Departmental monitoring survey instrument. This tool identifies all mandatory points of review for each work unit. Work units shall forward this information and the completed survey to the DOEO and the Department's Office of Policy no less than annually for review. The DOEO will report the results to the Director.

- b. *Each work unit shall develop and maintain a data collection system that ensures the availability of data that includes the race and ethnicity of, customers served in its programs, the frequency of contact, and the primary language of those persons.* Work unit procedures shall require the collection of data on which the work unit has based language needs assessment; the number of LEP customers, by language group, who received language services; names and classifications of staff receiving training and dates of training. Work unit procedures shall include activities that are designed to ensure that the work unit:
 - i. Has up-to-date information on language needs in the communities it serves;
 - ii. Has an adequate number of oral translators to ensure timely compliance with LEP needs;
 - iii. Translates vital written documents into the languages needed by the communities being served;
 - iv. Has adequate supplies of translated materials;
 - v. Trains those staff required to be trained in LEP activities; and
 - vi. Keeps notification material up-to-date.

Work unit procedures shall also reflect those activities that it must perform in order to comply with overall Department monitoring practices.

- 11. **Provision of Technical Assistance:** *Each work unit shall identify an LEP contact for work unit staff. Work unit procedures shall include a process to ensure that LEP-related questions that arise are addressed in a timely and efficient manner.* The LEP contact shall be available to coordinate efforts towards compliance with the Department's LEP Policy and the work unit's LEP Procedures. Work unit procedures shall, at a minimum, include a process for direct service staff to elevate LEP questions to their LEP contact. The work unit procedure shall also include timeframes for the LEP contact to respond or to elevate the question to the Director's Office of Equal Opportunity (DOEO). The DOEO shall provide technical assistance to the LEP contact or solicit additional assistance from the Director's Office or the Office of the Attorney General.
- 12. **Issue Resolution**
 - a. **Work unit Level Process:** Work units shall create a procedure outlining an LEP issue-resolution process that shall be used to resolve a concern or dispute arising from any action or inaction taken by Department staff in administering programs or providing services. The work unit process shall be the Level I Resolution Process.

- i. The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying;
- ii. Work units shall ensure that any forms needed to request review of LEP-related decisions are available at any location in which work unit customers may receive services;
- iii. The work unit shall conduct the Level I procedure in a language that is understandable by the person raising the concern. The work unit shall make appropriate use of interpreter services, contracted provider services, or other resources needed to facilitate the dispute resolution process.
- iv. The Level I process shall include the following:

The manager in charge at the site where an LEP related concern is filed or his or her designee will review the complaint with the assistance of the work unit LEP contact. Staff shall reduce oral complaints to writing and shall place them in the appropriate case record. At any point in the process, the manager is empowered to resolve the complaint using methods and practices outlined in the Department LEP Policy and the work unit LEP Procedures. It is the intention of the Department and the work unit that most LEP issues will be resolved at this level. The Level I resolution process shall be completed no later than three days following the day of receipt of the complaint unless the LEP customer requests a delay in the process. The manager shall ensure that all reasonable measures are pursued to immediately verbally notify the LEP customer of the outcome of the issue resolution. The Department shall provide a written confirmation of the decision within five business days.

- b. **Department Level Process:** The Department process is initiated whenever a LEP customer expresses in writing to the Department that the work unit attempt to resolve the issue at the Level I process has not met their need. This LEP issue escalation process ensures the rights of LEP customers to have concerns resolved in their preferred language. Inherent in this process is the availability of the Department Office of Equal Opportunity to assist either the Department or the LEP customer in resolving a concern. This process conforms to other issue resolution/grievance processes in regard to required timeframes, based upon the program(s) from which the LEP customer is seeking service.
 - i. **Level II:** If no resolution can be reached at Level I, the notification to the LEP customer shall include the right to pursue the grievance, the timeframes, and the process request verbally or in writing an Executive Leader (EL) review and decision. The EL may request assistance from the Director's Office of Equal Opportunity (DOEO) with the cooperation of the work unit LEP contact. Level II action shall occur within five working days of receipt of the request for review of the Level I decision from the LEP customer. The Executive Leader shall ensure that the LEP customer receives written notice of the outcome of the Level II review and advise the LEP customer of the method and time frame to obtain a Level III review.
 - ii. **Level III:** In the rare instances where no resolution can be accomplished at the Level II review, the LEP customer may request a final decision from DOEO. If the LEP customer is not satisfied with the DOEO-proposed resolution, the DOEO will again inform the LEP customer of their rights to file with the appropriate federal agency. This process will be completed within five working days of receipt of the request for review of the Level II decision from the LEP customer.

**SCOPE OF WORK
DISABILITY RELATED EMPLOYMENT SERVICES**

1.0 MISSION AND VISION STATEMENTS

- 1.1 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self sufficiency of children, adults, and families.
- 1.2 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.
- 1.3 Arizona Rehabilitation Services Administration (RSA) Mission for Vocational Rehabilitation (VR) Program: To assist individuals with disabilities to achieve economic self-sufficiency through meaningful and sustained employment.

2.0 PURPOSE

- 2.1 The purpose of this contract is to purchase Disability Related Employment Services that will assist RSA clients in preparing for, obtaining, and maintaining competitive employment in integrated work environments consistent with the client's selected vocational goal, abilities, capabilities, interests, and informed choice. These services were previously contracted as Job Development and Placement, Supported Employment and Performance Based Employment Services.
- 2.2 Legal Authority. A.R.S. § 41-1954. A.6 provides ADES the authority to contract and incur obligations within the general scope of its activities and operations. RSA is authorized to provide these services under the Rehabilitation Act of 1973, as amended, and its implementing regulations (34 CFR 361.48 Scope of Vocational Rehabilitation Services for Individuals with Disabilities), and A.R.S. § 23-503 Duties and Powers of Vocational Rehabilitation Division (i.e. Administration). RSA is authorized to purchase this service based on the RSA Fee Schedule in accordance with Arizona Revised Statute 41-1954 G. 6.
- 2.3 Projected Utilization. These services are provided on an as needed basis. There is no guarantee of the number of referrals to be issued by RSA.

3.0 SERVICE DESCRIPTION

- 3.1 Arizona Taxonomy. Employment Services provide activities and assistance in support of finding, entering or retaining a job for individuals or groups.
- 3.2 Definitions (Exhibit A)
- 3.3 Disability Related Employment Services include the following:
 - 1. **Client Service Planning** service includes development of a Client Service Plan that identifies the service objectives with regards to outcome achievement.
 - 2. **Track A: Job Development and Placement and Job Retention (Non-Supported Employment) services** are intended for clients who require a full range of job readiness, job development, job placement and job retention services with minimal job coaching. Depending upon the specific needs of the client, services may include job seeking skills training, assistance with self-directed job search techniques, employer expectations, resume writing, interview skills/mock interviews, job site development specific to the chosen career goal, activities to discover and develop employment opportunities for clients, selective job placement through job analysis, work site analysis for needed accommodations, direct job placement, job coaching and other follow up services with the client (on-site and/or off-site support) to ensure the client's successful employment retention.
 - 3. **Track B: Job Development and Placement and Job Retention (Supported Employment) services** are intended for clients who are eligible for Extended Supported Employment services following the vocational rehabilitation program. Track B services include a full range of job readiness, job development, job placement and job coaching and job retention support. Depending upon the specific needs of the client, services may include job seeking skills training, assistance with self-directed job search techniques, employer expectations, resume writing, interview skills/mock interviews, job site development specific to the chosen career goal, activities to discover and develop employment opportunities for clients, selective job placement through job analysis, work site analysis for needed accommodations, direct job placement, job

coaching and other follow up services with the client (on-site and/or off-site support) to ensure the client's successful employment retention. Post placement job coaching support is provided on an individual basis.

4. **Track C: Enclave Employment Support and Retention** services are intended for clients who are eligible for Extended Supported Employment services following the vocational rehabilitation program and who require more intensive support than is provided by individual placement approaches. Services involve direct work supervision in a group work setting that includes two or more individuals and any support needed to sustain employment stability.
 5. **Post Employment** services are intended for clients whose cases have previously been successfully closed by RSA, but have returned for short-term job replacement or job coaching assistance. Depending upon the specific needs of the client, services may include: job replacement, job coaching and follow ups with the client.
- 3.4 The Contractor shall provide services under one or all Tracks as indicated by the Contractor on the RSA Fee Schedule Application (Attachment 1).
- 3.5 Disability Related Employment Services are not intended to:
1. Assess the client's vocational skills or conduct a situational assessment;
 2. Teach specific vocational skills;
 3. Provide therapeutic or other counseling interventions to address significant behavioral or psychological issues;
 4. Provide extended supported employment services.
- 3.6 **Service Eligibility.** Eligibility for these services is determined by RSA Counselors (hereafter referred to as Counselor). RSA purchases Disability Related Employment Services only when RSA Counselors or other public resources (such as the Arizona Job Services and Workforce Investment, Comprehensive One Stop Centers, etc.) are unable to meet the needs of those individuals. Referral for Disability Related Employment Services is made only if the client and the Counselor agree that:
1. The client has selected a vocational goal and is ready for employment;
 2. Additional Disability Related Employment Services are needed, and
 3. The Departmental resources are not adequate to meet the client's needs.
- 3.7 **Background Information.** The Rehabilitation Services Administration is the administration within ADES that provides Vocational Rehabilitation (VR) services to individuals with physical, mental, or emotional disabilities to assist them in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.
- 4.0 **SERVICE REQUIREMENTS**
The Contractor shall:
- 4.1 Ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.
- 4.2 Schedule a **service planning** meeting within ten (10) business days upon receipt of a written RSA Purchase Authorization and a referral for services packet from a Counselor. This face to face meeting is required and includes the client, the Counselor and the Contractor. The purposes of the service planning meeting are to determine and document:
1. The extent of the client's job readiness skills and his/her ability to meet the varied requirements of the occupation that is chosen by the client in his/her Individualized Plan for Employment (IPE) ;
 2. Whether the client and the Contractor choose to work together as a team;
 3. Potential client specific job site accommodations needed;
 4. The results of Social Security benefit counseling if any;
 5. The Client Service Plan (Exhibit B).
- 4.3 Initiate **service provision** for services listed in the Client Service Plan within ten (10) business days after receipt of a written RSA Purchase Authorization. RSA Purchase Authorizations will be issued for each service and/or outcome. Verbal authorizations are not permitted.

- 4.4 Utilize modified equipment, fixtures, material or any other aids deemed necessary in order to meet the physical, mental or sensory needs of the client and in respect to cultural, gender, and lifestyle differences.
- 4.5 Notify the referring RSA staff verbally within one business day if the client is encountering serious difficulties and problems that interfere with successful completion of the agreed upon objective(s).

5.0 QUALIFICATION REQUIREMENTS

The Contractor shall ensure that its personnel meet the following requirements:

- 5.1 Personnel who supervise the services provided under this contract and prepare progress reports shall meet the following criteria:
 - 1. A Master's Degree in a related field (e.g., Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of one (1) year of full time employment working with individuals with disabilities; or
 - 2. A Bachelor's degree in a related field (e.g. Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of three (3) years full time employment in working with individuals with disabilities; or
 - 3. A high school diploma or GED and documentation of seven (7) years full time employment in working with individuals with disabilities.
- 5.2 Personnel who provide direct client services which are considered less technical in nature shall meet the following criteria:
 - 1. Have a high school diploma or G.E.D., and
 - 2. Have one (1) year of documented experience, preferably working with individuals with disabilities and involved in the provision of vocational rehabilitation services including job development and/or coaching, and
 - 3. Have knowledge and competency by evidence of documented training and/or work experience, gained within one year of their hiring date, in the following areas:
 - a. Work Behavior-Support Training
 - b. Development and use of "Natural Supports" in the workplace
 - c. Job Analysis, Job Development and Marketing to employers of RSA clients' abilities
 - d. Ethics and Boundaries
 - e. Disability awareness
 - 4. Be under the direction and supervision of personnel who meet the criteria in 5.1 above.
- 5.3 Meet a variety of needs of RSA clients, including clients with intensive behavioral, physical, and medical challenges.
- 5.4 Communicate, either directly or through the assistance of professional services, in the native language of clients who have limited speaking ability or English is not their primary language and use all other appropriate and effective modes of communications used by clients (e.g., Spanish language, American Sign Language, etc.).
 - 1. Arrange for and purchase, if applicable, qualified professional interpreting services. The only exception to this is that RSA will purchase and arrange for qualified professional interpreting services for the service planning meetings and client job interviews.

6.0 ADMINISTRATIVE REQUIREMENTS

The Contractor shall:

- 6.1 Ensure that client case records include the RSA Referral for Services, RSA Purchase Authorization, Client Service Plan, other applicable reports, records of services provision, date(s) of follow-up meetings(s) with the RSA staff, notes from meetings, personnel time log of service provision, client's attendance logs, and client's satisfaction surveys.
- 6.2 Ensure that its personnel records include:
 - 1. Copies of all current licenses and/or certifications,
 - 2. A current organizational chart that outlines the functional structure of the organization, including all program areas and staff positions, and
 - 3. Current written job descriptions, which include minimum qualifications for training and experience, for each position that shall be utilized in the provision of a service under the contract, and current résumés/applications for each person who will provide direct client services.

- 6.3 Maintain a quality management plan in order to continuously monitor the delivery of services and to ensure that the service provision meets the client's objectives.
1. Have the management plan on file and make the plan available to ADES upon request. The management plan shall contain elements that address the following:
 1. Incident management, corrective action and preventions;
 2. Complaints and grievances;
 3. Monitoring and evaluation of the service provision (i.e., measurement of outcomes as it relates to the client's objectives) and the improvement of the quality of services;
 4. Routine monitoring of its personnel and subcontractors to ensure the effectiveness of the relationship between the client and direct service personnel; and
 5. Soliciting input from clients to evaluate the effectiveness of the service provision by providing each client with a client satisfaction survey. The survey shall measure client satisfaction with services provided, goals obtained, and staff interaction, and their role in decision making process.
- 6.4 Adhere to the Contractor Code of Conduct (Exhibit C).
- 6.5 Adhere to the requirements of the Rehabilitation Act and its implementing regulations 34 CFR 361.51 Standards for facilities and providers of services.
http://www.access.gpo.gov/nara/cfr/waisidx_02/34cfr361_02.html
- 6.6 Adhere to Client Transportation Requirements (Exhibit D) if a client is being transported by the Contractor during the service provision.

7.0 SERVICE OUTCOMES

- 7.1 **Client Service Planning.** The outcome for this service includes a signed Client Service Plan that identifies the service objectives and agreements with regards to outcome achievement. The Client Service Plan is negotiated and developed during the initial face-to-face service planning meeting and is signed by the client, the Counselor and the Contractor.
- 7.2 **Track A: Job Development, Placement and Retention (Non-Supported Employment)**
1. The required outcomes for Track A are:
 1. Job Placement which meets the following criteria:
 1. The client is competitively employed in a job, for minimum of three (3) days , that is consistent with his/her vocational goal as specified in the client's current Individualized Plan for Employment (IPE); and
 2. Successful Employment Retention which meets the following criteria:
 1. The client is working successfully at a job that is consistent with his/her vocational goal as specified in the client's current IPE and maintains the agreed-upon minimum work hours without supplemental job coaching supports, and;
 2. The client is determined to be stable, as evidenced by maintaining successful employment consistent with the vocational goal as specified in the client's current IPE for a period of at least 90 days after job placement outcome has been achieved, and;
 3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.
 2. If a client is referred for Employment Retention ONLY (already has a job) then the required outcome for Track A is:
 1. Successful Employment Retention which meets the following criteria:
 1. The client is working successfully at a job that is consistent with his/her vocational goal as specified in the client's current IPE and maintains the agreed-upon minimum work hours without supplemental job coaching supports, and;
 2. The client is determined to be stable, as evidenced by maintaining successful employment consistent with the vocational goal as specified in the client's current IPE for a period of at least 90 days after job placement, and;
 3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.

7.3 Track B: Job Development, Placement and Retention (Supported Employment)

1. The required outcomes for Track B are:

1. Job Placement which meets the following criteria:
 1. The client is competitively employed in a job, for minimum of three (3) days, that is consistent with his/her vocational goal as specified in the client's current Individualized Plan for Employment (IPE); and
 2. Successful Employment Retention which meets the following criteria:
 1. The client has successfully transitioned to extended supported employment services as agreed by the VR Counselor, the client, the extended supported employment services funder, and the Contractor, and;
 2. The client has maintained successful employment consistent with the vocational goal as specified in the client's current IPE for a period of at least 90 days after the job placement outcome has been achieved, and;
 3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.
2. If a client is referred for Employment Retention ONLY (already has a job) then the required outcome for Track B is:
 1. Successful Employment Retention which meets the following criteria:
 1. The client has successfully transitioned to extended supported employment services as agreed by the VR Counselor, the client, the extended supported employment services funder, and the Contractor, and;
 2. The client has maintained successful employment consistent with the vocational goal as specified in the client's current IPE for a period of at least 90 days after the job placement outcome has been achieved, and;
 3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.

7.4 Track C: Enclave Employment Support and Retention

The outcomes for Track C include:

1. Successful Employment Retention which meets the following criteria:
 1. The client successfully transitioned to extended supported employment services, and;
 2. The client has maintained successful employment consistent with the vocational goal as specified in the client's current IPE for a period of at least 90 days after placement in the group setting.
 3. The client, the Counselor, and the Contractor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.

7.5 Post Employment Services

The outcomes for this service include:

1. The client is successfully employed; and
2. The client, the Contractor and the Counselor agree that the client is stable at work and that the outcomes stated in the Client Services Plan have been achieved.

8.0 CONTRACTOR PERFORMANCE EVALUATION

8.1 ADES will monitor and evaluate the Contractor's performance in achieving the service outcomes and compliance with the terms and conditions of this contract through on-site visits and through data gathered from the Contractor's claims for payment and required forms documenting achievement of outcomes and provision of service.

8.2 The Contractor shall meet the following minimum acceptable performance standards during a contract year:

1. **Performance Standard #1: Acceptance Rate:** At a minimum, 80% of referrals for service (as measured by the issuance of an RSA authorization to the Contractor for a Client Service Plan which is included in the client referral packet) will result in a signed Client Service Plan.
2. **Performance Standard # 2: Successful Employment Retention:** At a minimum, 60% of clients whose cases have closed to the Contractor will have achieved the Successful Employment Retention Outcome with that contractor.

8.3 Clients served under Post Employment (refer to Section 7.5), will not be included when calculating the performance standards.

8.4 If the Contractor becomes the employer of record for the client:

1. The service provision stops at job placement and no further payment will be issued to the Contractor beyond Job Placement Outcome but these clients will be included when calculating the performance standards.
2. This requirement does not apply to Track C – Enclave Support and Retention (refer to Section 7.4).

9.0 PAYMENT

9.1 Payment for Disability Related Employment Services will be made in accordance with the RSA Fee Schedule . The fees indicate the maximum payment rates.

9.2 Payment rates are all inclusive, which means they include the Contractor's staff time, administrative cost, research, report preparation, travel time and mileage, time lost due to client missed appointment ("no shows") and other cost associated with the service provision. RSA will not pay for these costs separately.

9.3 Payment rates available under this contract include:

9.3.1 Outcome Rates

1. Outcome rates are available for the following services:
 1. Client Service Plan (Track A, Track B, Track C and Post Employment Services);
 2. Job Placement Outcome (Track A, Track B);
 3. Successful Employment Retention Outcome (Track A, Track B and Track C).
2. Payment for an outcome will be made as follows:
 1. After the client achieves each authorized outcome and the required documentation (as stated in Section 10. Reporting Requirements) has been submitted following outcome completion and accepted by the Counselor.
 2. Payment for the Job Placement and Successful Employment Retention Outcomes will be made only once to the Contractor per client case.
 3. Payment for the Client Service Plan Outcome may be made more than once.

9.3.2 Hourly Rate

1. Hourly rates are available for the following services:
 1. Job Development and Placement and Job Retention Services—Individual Setting (Track A and Track B)
 2. Job Development and Placement Services—Group Setting (Track A and Track B)
 3. Post Employment services.
2. Hourly Rate means One (1) Hour or sixty (60) minutes of time or increment thereof spent in providing services to one client. The Contractor may round the total time spent with the client to the nearest quarter of an hour (15 minutes). Example: 22 hours and 15 minutes = 22.25 hours; 22 hours and 30 minutes = 22.5 hours; 22 hours and 45 minutes = 22.75 hours
3. Individual setting means that Job Development and Placement and Job Retention services are provided to one RSA client and this includes:
 1. Direct contacts with clients, employers and/or Counselors, either face to face or using other communication methods (e.g. phone calls) provided that service provision lasted longer than fifteen (15) minutes.
 2. Routine follow up calls lasting less than fifteen (15) minutes. are not billable.
 3. Client Service Planning meetings are not billable on an hourly basis.
4. Group setting means that Job Development and Placement service are provided to one RSA client who may be in a group of two (2) or more clients simultaneously receiving same service (e.g. classes for resume and interview skills development, etc.) These services do not include Track C Supported Employment- Group Placement setting (see Section 9.3.3)
5. For authorized hourly compensated services, invoices shall be submitted on a monthly calendar basis for services provided and reports attached as per Section 10. Reporting Requirements.

9.3.3 Daily Rate

1. Daily rate is available for Enclave Support services (Track C).
2. Daily rate means that one RSA client receives more than 3 consecutive hours of support services in a work setting with two or more individuals that are part of the same cluster/enclave. The Contractor shall bill for half day increments (0.5 units) when a client is in attendance in a group setting for three hours or less on a given calendar day. The daily rate is the same for whole or half days. At the end of the reporting period, the Contractor shall add up all WHOLE days and HALF days of the client's attendance. The days shall not be rounded.
3. For authorized daily compensated services, invoices shall be submitted on a monthly calendar basis for services provided and reports attached as per Section 10. Reporting Requirements.

10.0 REPORTING REQUIREMENTS

10.1 The Contractor shall submit the following program reports along with a Contractor Invoice Form (Exhibit J) to RSA Payment and Billing Unit; PO BOX 6877 Phoenix AZ 85005 within fifteen (15) calendar days after an outcome is achieved or within fifteen (15) calendar days following the month in which authorized services were provided:

1. Client Service Planning
 1. *Client Service Plan* (Exhibit B).
2. Track A: Job Development, Placement and Retention (Non-Supported Employment)
 1. For Job Development, Placement or Retention hours provided (either Individual or Group): *Monthly Service Report* (Exhibit E).
 2. For Job Placement Outcome: *Job Placement Report* (Exhibit F). The Contractor shall also submit a copy of the completed report to the Counselor within five (5) calendar days following job placement.
 3. For Successful Employment Retention Outcome: *Successful Employment Retention Report* (Exhibit G).
3. Track B: Job Development, Placement and Retention (Supported Employment)
 1. For Job Development, Placement or Retention hours provided (either individual or group): *Monthly Service Report* (Exhibit E).
 2. For Job Placement Outcome: *Job Placement Report* (Exhibit F). The Contractor shall also submit a copy of the completed report to the Counselor within five (5) calendar days following job placement.
 3. For Successful Employment Retention Outcome: *Successful Employment Retention Report* (Exhibit G).
4. Track C: Enclave Employment Support and Retention
 1. For Enclave Support days provided: *Monthly Service Report* (Exhibit E).
 2. For Successful Employment Retention Outcome: *Successful Employment Retention Report* (Exhibit G).
5. Post Employment
 1. For Post Employment hours provided: *Monthly Service Report* (Exhibit E).
 2. For Job Placement Outcome: *Job Placement Report* (Exhibit F). The Contractor shall also submit a copy of the completed report to the Counselor within five (5) calendar days following job placement.
6. Service Closure (Client no longer being served by the Contractor)
 1. *Service Closure Report* (Exhibit H) within five (5) calendar days of the client's case closure including the reasons for closure after services are terminated for any reason. Contractor service closure may occur at any point after the Client Services Plan is signed and it can be initiated by Contractor, Client or Counselor.
7. Counselor Communication
Provide updates of client progress either verbally or in writing as requested by the Counselor.
8. Unusual Incidents
 1. Report unusual incidents verbally within one (1) business day of the occurrence and a written report of the unusual incident shall be submitted within three (3) business days to the referring Counselor. Unusual incidents include, but are not limited to:
 - a. Death of a client;
 - b. Alleged neglect, abuse, mistreatment or exploitation of a client (by anyone);
 - c. When the Contractors suspects that a client may be missing;
 - d. Suicide attempts by the client;
 - e. Client might pose a threat to the physical or emotional well-being of an individual or Contractor's staff.

10.2 The Contractor shall submit *Quarterly Reports* (Exhibit I) to the RSA Contracts Unit Manager within fifteen (15) days following the end of each calendar quarter along with a copy of *Service Closure Report* (Exhibit H) for each client. The *Quarterly Report* is in an Excel spreadsheet format and all data must be entered directly by the Contractor. Completed *Quarterly Reports* shall be submitted by email.

10.3 Other Reports

1. RSA reserves the right to request the Contractor to submit additional or revised reports related to the service provision and contract performance.
2. Reporting Requirements may change during the contract term. The Contractor will be notified about any change in reporting forms by mail.
3. The Contractor shall submit current certificates of insurance as required in the ADES Special Terms and Conditions to:
Arizona Department of Economic Security
RSA Contracts Unit Manager
PO BOX 6123 Site Code 930A, Phoenix, AZ 85005

10.4 Any form referenced in this contract may be revised by RSA.

11.0 RSA Fee Schedule

11.1 RSA Fee Schedule
For Years 1 and 2 Effective July 1, 2011 and Ending June 30, 2013

Track A: Job Development, Placement and Retention (Non-Supported Employment)

Service/Outcome	Payment Unit	Rate	Reporting Requirements
Client Service Plan	One Client Service Plan	\$100	Client Service Plan
Job Development and Placement Services – Individual Setting	One Hour	\$30	Monthly Services Report
Job Retention Services – Individual Setting	One Hour	\$30	Monthly Services Report
Job Development and Placement Services – Group Setting	One Hour	\$10	Monthly Services Report
Job Placement Outcome	One Job Placement	\$750	Job Placement Report
Successful Employment Retention Outcome	One Successful Employment Retention	\$1,000	Successful Employment Retention Report

Track B: Job Development, Placement and Retention (Supported Employment)

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	\$100	Client Service Plan
Job Development and Placement Services – Individual Setting	One Hour	\$30	Monthly Services Report
Job Retention Services – Individual Setting	One Hour	\$30	Monthly Services Report
Job Development and Placement Services – Group Setting	One Hour	\$10	Monthly Services Report
Job Placement Outcome	One Job Placement	\$1,100	Job Placement Report
Successful Employment Retention Outcome	One Successful Employment Retention	\$1,350	Successful Employment Retention Report

Track C: Enclave Employment Support and Retention

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	\$100	Client Service Plan
Enclave Employment Support and Retention	One Day	\$25	Monthly Services Report
Successful Employment Retention Outcome	One Successful Employment Retention	\$1,200	Successful Employment Retention Report

Post Employment Services

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	\$100	Client Service Plan
Job Replacement	One Hour	\$50	Post Employment Report

11.2 RSA Fee Schedule
For Year 3 Effective July 1, 2013 and Ending June 30, 2014

Track A: Job Development, Placement and Retention (Non-Supported Employment)

Service/Outcome	Payment Unit	Rate	Reporting Requirements
Client Service Plan	One Client Service Plan	\$100	Client Service Plan
Job Development and Placement Services – Individual Setting	One Hour	\$20	Monthly Services Report
Job Retention Services – Individual Setting	One Hour	\$20	Monthly Services Report
Job Development and Placement Services – Group Setting	One Hour	\$10	Monthly Services Report
Job Placement Outcome	One Job Placement	\$1250	Job Placement Report
Successful Employment Retention Outcome	One Successful Employment Retention	\$1,500	Successful Employment Retention Report

Track B: Job Development, Placement and Retention (Supported Employment)

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	\$100	Client Service Plan
Job Development and Placement Services – Individual Setting	One Hour	\$20	Monthly Services Report
Job Retention Services – Individual Setting	One Hour	\$20	Monthly Services Report
Job Development and Placement Services – Group Setting	One Hour	\$10	Monthly Services Report
Job Placement Outcome	One Job Placement	\$1,600	Job Placement Report
Successful Employment Retention Outcome	One Successful Employment Retention	\$1,850	Successful Employment Retention Report

Track C: Enclave Employment Support and Retention

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	\$100	Client Service Plan
Enclave Employment Support and Retention	One Day	\$25	Monthly Services Report
Successful Employment Retention Outcome	One Successful Employment Retention	\$1,200	Successful Employment Retention Report

Post Employment Services

Service	Payment Unit	Rate	Reporting Requirements
Client Service Planning	One Client Service Plan	\$100	Client Service Plan
Job Replacement	One Hour	\$50	Post Employment Report

**Disability Related Employment Services
DEFINITIONS**

1. **Competitive Employment:** Work in the competitive labor market that is performed on a full-time or part-time basis in an integrated setting and for which an individual is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals who are not disabled. Wages are paid by the employer, not the Contractor.
2. **Extended Supported Employment:** Ongoing services needed to support and maintain an individual with a disability in employment after the VR program terminates employment support services.
3. **Individualized Plan for Employment (IPE):** An individualized plan is developed and implemented with each eligible client to whom the RSA is able to provide services. Services are provided in accordance with the provisions of the IPE. The IPE is designed to achieve a specific employment outcome that is selected by the client consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
4. **Informed Choice** as defined by the Rehabilitation Act of 1973, as amended, and its implementing regulations (34CFR 361.52). See link below:
http://www.access.gpo.gov/nara/cfr/waisidx_02/34cfr361_02.html
5. **Integrated Employment:** Employment in which individuals with disabilities interact with non-disabled individuals (other than support staff) to the same extent that non-disabled individuals in comparable positions interact with other persons.
6. **Integrated Setting:**
 - (i) With respect to the provision of services, means a setting typically found in the community in which applicants or eligible individuals interact with non-disabled individuals other than non-disabled individuals who are providing services to those applicants or eligible individuals;
 - (ii) With respect to an employment outcome, means a setting typically found in the community in which applicants or eligible individuals interact with non-disabled individuals, other than non-disabled individuals who are providing services to those applicants or eligible individuals, to the same extent that non-disabled individuals in comparable positions interact with other persons. (34 CFR 361.5(b)(33))
7. **Successful Employment:** A client is considered to be successfully employed when they have entered or retained full-time or, if appropriate, part-time competitive employment in the integrated labor market, in supported employment, or any other type of employment, including self-employment, telecommuting, or business ownership, that is consistent with an individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
 1. When a client, who is in *competitive employment*, has been placed on the employer's payroll:
 1. The employment shall be consistent with the client's abilities, capabilities, interests, and informed choice;
 2. The employment shall be in the most integrated setting possible, consistent with the client's informed choice;

**Disability Related Employment Services
DEFINITIONS**

3. The client is no longer dependent on Vocational Rehabilitation for payment of supported employment services.
2. *Successful Employment* does NOT include: employment of an inmate within a correctional facility; employment in a non-integrated or sheltered setting; work under an On the Job Training (OJT) contract; involvement in a Work Experience Program or volunteer program; involvement in Job Corps; work for a Temporary Employment Agency unless this type of employment setting is the pre-identified client's goal.
8. *Successful Employment Retention* means:
 1. The client maintains successful employment for a period of at least 90 days after placement in successful employment.
 2. The client and the VR counselor consider the employment outcome to be satisfactory and agree that the client is performing well on the job.
 3. When a client's employment is different from what was planned on the Individualized Plan for Employment, the counselor must agree that all closure criteria have been met.

Disability Related Employment Services
CLIENT SERVICE PLAN

Section I: Basic Information

Date of Service Plan Meeting:	
Client Name: Last:	
First:	
Client's Guardian/Representative Name (if applicable):	
Contractor's Name:	
Contract Number:	RSA Purchase Authorization Number
Contractor's Representative Present at Service Plan Meeting:	
Counselor Present at Service Plan Meeting:	

Section II: Assessment Summary

Client's vocational goal(s):
Is client seeking full or part-time employment? <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time
If part-time work is the goal, provide explanation?
Work schedule preference (i.e. weekdays, weeknights, weekends, etc) :
Will the client require special accommodations or supports on the job? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If "Yes", please describe:</i>
Are there significant barriers that need to be addressed to ensure successful employment? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If "Yes", please describe:</i>
Client has received benefits counseling, if applicable: <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If "No", when will this be done and by whom?</i>

Section III: Planned Services

Check applicable service type to be provided to the client:

- Track A: Job Development, Placement and Retention (Non-Supported Employment)
- Track B: Job Development, Placement and Retention (Supported Employment)
- Track C: Enclave Employment Support and retention
- Post Employment

Anticipated start date of service:

**Disability Related Employment Services
CLIENT SERVICE PLAN**

Track A and B Outcome/Service	Activities	Anticipated Number of Hours	Expected Completion Date
Job Development and Placement	<input type="checkbox"/> Job market and wage analysis <input type="checkbox"/> Job search skill development <input type="checkbox"/> Identification of employers and job sites <input type="checkbox"/> Negotiate position modifications (carve-out) with employer in order to accommodate client's needs <input type="checkbox"/> Assistive technology and worksite modifications analysis and plan development <input type="checkbox"/> Other (Specify):		
Successful Employment Retention	<input type="checkbox"/> Maintain on-going contact with client and employer to ensure job satisfaction and to assist in issue resolution as needed to achieve employment stability <input type="checkbox"/> Other (Specify):		

Track C Outcome/Service	Activities	Anticipated Number of Days	Expected Completion Date
Enclave Support	<input type="checkbox"/> Support in a group setting with 2 or more clients supervised by contractor staff. <input type="checkbox"/> Training and coaching support to achieve employment stability <input type="checkbox"/> Other (Specify):		

Post Employment Outcome/Service	Activities	Anticipated Number of Hours	Expected Completion Date
Post Employment Services	<input type="checkbox"/> Job Replacement <input type="checkbox"/> Job Retention Support <input type="checkbox"/> Other (Specify):		

Section IV: Signatures

By signing this form:

- The Client and/or their guardian/representative, the Contractor and the Counselor, agree to work together as a team to achieve the client's successful employment specified in this document
- The Client and/or their guardian/representative, confirm that they fully understand the following :
 1. The Client's needs to be actively involved and working toward successful employment.
 2. The possible impact of employment on their SSI/SSDI benefits, and that it is their responsibility to report their earnings to the Social Security Administration (SSA) each month.

Client Signature (If not available, explain):	Date:
Client's Guardian/Representative Signature (If applicable):	Date:
Counselor Signature:	Date:
Contractor Representative Signature:	Date:

Exhibit C

CODE OF CONDUCT

The Contractor, its personnel, subcontractors and any other individuals on the Contractor's premises shall adhere to the following:

1. Represent himself/herself accurately to RSA clients and shall not mislead the clients regarding the Contractor's relationship with ADES/RSA, or mislead the clients regarding the Contractor's skills, capabilities or credentials.
2. Collaborate with RSA staff and other service providers (if applicable) in the best interest of the clients and, to the extent possible, avoid disagreements that might have adverse effects on the clients. When collaborating with other community agencies that serve the same client(s), abide by the decisions that were agreed upon by all of the involved parties and assist in implementing such decisions which are consistent with applicable laws, regulations, rules and policies.
3. Ensure at all times that client information is used only for the purpose of fulfilling contractual responsibility and is not released to any other individual, agency, or organization. Confidential information and reports obtained, purchased, and paid for under this contract shall never be shared without the expressed permission from the RSA client and the RSA staff assigned to the client's case.
4. Develop and maintain confidentiality policy statement and establish procedures that restrict access to confidential client records and information. This provision shall not be construed to limit the right of RSA staff or other authorized representative(s) to access client case records and information pertinent to the provision of the contracted service.
5. Ensure that RSA clients are safeguarded and supervised by the Contractors' personnel assigned to provide the contracted service at all times when on the Contractor's premises.
6. Always act in a professional manner, honor commitments, treat RSA clients with respect, dignity, and courtesy, and project a positive attitude.
7. NEVER:
 - i. Engage in any form of intimate and sexual activity with an RSA client.
 - ii. Enter into any business partnership with an RSA client.
 - iii. Employ authority or influence with RSA clients for the benefit of third parties, including the client's family or friends.
 - iv. Exploit the client's trust in the Contractor or its personnel for any purpose.
 - v. Accept any commission, rebates, or any other form of remuneration when serving RSA clients, except payment for service provided from RSA.

CLIENT TRANSPORTATION REQUIREMENTS

- 1.1 The Contractor may provide transportation for the client, dependent(s) and/or care-givers for the purpose of the client's participation in service provision;
- 1.2 Transposition cost is the responsibility of the Contractor.
- 1.3 If the Contractor and/or its personnel provides its own vehicular transportation of clients, their dependents and/or care-givers, or uses a private provider or volunteer-driven vehicles to transport clients, their dependents and/or care-givers, in addition to the requirements specified in A.C.C. R9-20-212 and 213, and all applicable Federal, State and local laws, rules and regulations, the following shall apply:
 1. No client, dependent and/or care-giver shall be transported in portions of the vehicles not constructed for the purpose of transporting people, such as truck beds, campers, or any trailered attachment to a motor vehicle;
 2. Assist the client, dependent(s) and/or care-giver(s) to enter and exit the vehicle as is necessary;
 3. Ensure that all individuals are properly seated and seat belts are securely fastened by means of age- and weight-appropriate restraints when the vehicle is in operation;
 4. Child safety restraint seats shall be used in accordance with ARS § 28-907.
 5. Ensure that client, dependent(s) and/or care-giver(s) do not stand or sit on the floor while the vehicle is in motion; Vehicle doors shall remain locked at all times when the vehicle is in motion;
 6. Provide a safe vehicle loading and unloading area, away from moving traffic and hazardous obstructions;
 7. Provide adapted vehicles for clients and/or care-givers with special mobility;
 8. Escort all persons, under the age of 18 and without an adult in accompaniment, to their final destination and not leave them unattended.
 9. Report any traffic accident involving any client, dependent and/or care-giver being transported by the Contractor, its transport contractor or contractor personnel, volunteers, or interns utilizing personal vehicles; The accident shall be verbally reported the same day of the occurrence to the referring ADES staff. A legible, written report of the accident shall be submitted within three (3) business days.
- 1.4 All vehicles used for this service shall:
 1. Have valid registration and license plates.
 2. Have at least the minimum level of insurance required by the State of Arizona.
 3. Be constructed for the safe transportation of persons. All seats shall be securely fastened to the body of the vehicle.
- 1.5 Vehicles used to transport clients in wheelchairs shall be equipped with floor-mounted seat belts and wheelchair lock-downs for each wheelchair that it transports.
- 1.6 Ensure the following:
 1. Individuals providing transportation shall be a minimum of eighteen (18) years of age and possess a valid Operator's License or Chauffeur's License.
 2. Verification of the driving record for any individual who will be providing transportation services to assure no revocation or suspension of his or her license within the last three (3) to five (5) years.
 3. Provide an Identification Card to all persons providing transportation, whether paid or volunteer;
- 1.7 Contractor may utilize public transportation services for transporting the client alone, depending upon the age and developmental ability of the client to utilize this service on his/her own.
 1. Payment for the public transportation service is the responsibility of the Contractor. The referring ADES staff must be in agreement with the use of public transportation prior to this occurring.

Disability Related Employment Services
MONTHLY SERVICE REPORT

SECTION III: SERVICE PROVISION

Date	Activities /Services Provided	Number of units
Job Development and Placement Services - Individual Hourly		
Total		
Job Development and Placement Services - Group Hourly		
Total		
Job Retention Services - Individual Hourly		
Total		
Enclave Employment Support and Retention - Day		
Total		
Post Employment - Individual Hourly		
Total		

Disability Related Employment Services
JOB PLACEMENT REPORT

SECTION I: BASIC INFORMATION

Report Date:

Client Name: Last:	First:
Contractor Name:	
Contract Number:	RSA Purchase Authorization Number:
Counselor Name:	

SECTION II: EMPLOYMENT INFORMATION

Check applicable box : <input type="checkbox"/> Individual Placement <input type="checkbox"/> Group Placement	
Check applicable box : <input type="checkbox"/> Original Placement <input type="checkbox"/> Change in Placement	
Employment Start Date:	Date Job Placement Outcome Achieved (3 rd day on job):
Job Title:	
Employer Name:	
Employer Contact Name and Title:	
Employer Address:	
Employer Phone:	
Hours worked per week:	Hourly Rate of Pay:
Benefits Available: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please indicate: <input type="checkbox"/> Health Insurance <input type="checkbox"/> Sick Leave <input type="checkbox"/> Vacation <input type="checkbox"/> Retirement/Pension Plan	Are the wages and level of benefits the same or more than that paid by the employer for same or similar work performed by non-disabled individuals? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify verification source:
Job Duties:	
Job modifications? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable If yes, please describe:	

SECTION III: SIGNATURES

Client Signature (If not available, please explain):	Date:
Client's Guardian/Representative Signature (If applicable):	Date:
Contractor's Signature:	Date:

Disability Related Employment Services
SUCCESSFUL EMPLOYMENT RETENTION REPORT

Section I: Basic Information

Report Date:

Client Name: Last:	First:
Contractor Name:	
Contract Number:	RSA Authorization Number
Counselor Name:	

Section II: Employment Information

Employment Start Date:	Date Successful Employment Retention Outcome Achieved:
Job Title:	
Employer Name:	
Employer Contact Name and Title:	
Employer Address: Employer Phone:	
Hours worked per week:	Hourly Rate of Pay:
Benefits Available: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please indicate: <input type="checkbox"/> Health Insurance <input type="checkbox"/> Sick Leave <input type="checkbox"/> Vacation <input type="checkbox"/> Retirement/Pension Plan	Are the wages and level of benefits the same or more than that paid by the employer for same or similar work performed by non-disabled individuals? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify verification source:
Job Duties:	
Job modifications? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable If yes, please describe:	
Client is receiving ongoing Extended Supported Employment Services: <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes", please indicate : Date services started Provider Name	

Client confirms that he/she has been successfully working in a job consistent with his/her selected vocational goal, abilities, capabilities, interests, and informed choice, for at least 90 days, that their employment goal has been reached, and that they are satisfied with their job/career. Yes No

Section III: Signatures

Client Signature (If not available, explain):	Date:
Client's Guardian/Representative Signature (If applicable):	Date:
Contractor's Signature:	Date:

Disability Related Employment Services
SERVICE CLOSURE REPORT

SECTION I: BASIC INFORMATION

Client Name: Last:	First:
Contractor Name:	
Contract Number:	RSA Purchase Authorization Number:
Counselor Name:	
Client Received Services Under (check one):	
Track A: <input type="checkbox"/> Track B: <input type="checkbox"/> Track C: <input type="checkbox"/> Post Employment: <input type="checkbox"/>	

SECTION II: REASON FOR SERVICE CLOSURE

Date Case Closed to Contractor:
Reason services are ending and case is closing to contractor:
Services were successful: <input type="checkbox"/> Client achieved successful employment retention
Services were unsuccessful or not completed: <input type="checkbox"/> Client was not satisfied with the service provision and requested another contractor <input type="checkbox"/> Client moved out of service area <input type="checkbox"/> Client dropped out of services due to health issues <input type="checkbox"/> Client was incarcerated <input type="checkbox"/> Contractor lost contact with client <input type="checkbox"/> Client circumstances have changed and they no longer wish to pursue employment services <input type="checkbox"/> Contractor can no longer serve client due to organization or business changes <input type="checkbox"/> Contractor no longer willing to work with client <input type="checkbox"/> RSA determined services no longer appropriate <input type="checkbox"/> Other reason for closure (specify):
Comments:

SECTION III: SIGNATURES

Client Signature (If not available, please explain):	Date:
Client's Guardian/Representative Signature (If applicable):	Date:
Contractor Representative Signature:	Date:

Exhibit J

CONTRACTOR INVOICE FORM

Date:

Calendar month covered in this billing: _____ to _____

If billing for an outcome, indicate specific date outcome achieved:

Contractor's name and address:	
Contractor's Phone Number:	Contractor's Fax Number:
Contract Number:	
Contractor's FEI or SSN Number:	
RSA client's name:	

RSA Authorization Number:

Service *	Service Unit	Number of Service Units	RSA Fee per Service Unit \$	Total Billing Amount

* Attach all required reports

"This invoice is a true and accurate account of the services listed on this statement for the time period specified; this invoice constitutes the full and complete charge for the services described above; that no further invoices for payment of these services will be made; these services have been provided without discrimination based on age, race, color, creed, gender, religion or national origin and that this statement is subject to federal and state audit review." The invoice shall be signed and dated by the person authorized to submit invoices for the Contractor.

Name, title, phone number and address of the Contractor has designated person who prepared this form:

Name: _____

Title: _____

Phone Number: _____

Signature: _____

Arizona Department of Economic Security
 Rehabilitation Services Administration
RSA FEE SCHEDULE APPLICATION

PROVIDER INFORMATION

Legal Business Name <i>Gila County</i>		
Doing Business As <i>Gila Employment and Special Training</i>		Tax Identification Number <i>86-6000444</i>
Mailing Address (City State Zip Code) <i>5575 S. Apache Ave. Suite 200 Globe, AZ - 85301</i>		
Remit To/ Billing Address (City State Zip Code), if different than mailing address		
Contact Name and Title <i>David B. Caddell, Program Manager</i>		
Phone Number <i>928-402-8664</i>	Fax Number <i>928-425-9468</i>	E-mail <i>daddella@co.gila.az.us</i>
Video Phone <i>N/A</i>	Website <i>www.gilacountyaz.gov</i>	TTY Number <i>7-1-1</i>
Name and Title of Authorized Signatory: <i>Michael A. Paster, Chairman, Gila County Board of Supervisors</i>		

SERVICE INFORMATION

Check service type you propose to provide:

- Track A: Job Development, Placement and Retention (Non-Supported Employment)
 - Job Development, Placement and Retention-Individual
 - Job Development, Placement-Group

- Track B: Job Development, Placement and Retention (Supported Employment)
 - Job Development, Placement and Retention-Individual
 - Job Development, Placement-Group

- Track C: Enclave Support and Retention

- Post Employment Services

**Arizona Department of Economic Security
Rehabilitation Services Administration
RSA FEE SCHEDULE APPLICATION**

FACILITY LOCATION AND STAFFING CHART

Indicate geographic areas in which you provide services. The service shall be provided in the entire county you selected.

<input type="checkbox"/> Statewide	<input type="checkbox"/> Apache	<input type="checkbox"/> Cochise	<input type="checkbox"/> Coconino	<input checked="" type="checkbox"/> Gila	<input type="checkbox"/> Graham	<input type="checkbox"/> Greenlee	<input type="checkbox"/> La Paz
<input type="checkbox"/> Navajo	<input type="checkbox"/> Maricopa	<input type="checkbox"/> Mohave	<input type="checkbox"/> Pima	<input type="checkbox"/> Pinal	<input type="checkbox"/> Santa Cruz	<input type="checkbox"/> Yavapai	<input type="checkbox"/> Yuma

Service Location is a physical location where client intake and other employment services are conducted. This does not include enclave/work sites. If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location.

Service Location Address (City State Zip Code County) 5515 S. Apache Ave. Suite 200 Globe, Az. 85301		
Telephone Number 928-407-8664	Fax Number 928-425-9468	Email address davidbell@gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday (except legal holidays) 8AM to 5PM		

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes No

List the Staff and/or Subcontractors who provide direct client services at this location:

First and Last name	Employee Subcontractor	Years of experience	License /certificate Number
David B. Caddell	<input checked="" type="checkbox"/> E	17	
Phillis Weaver	<input checked="" type="checkbox"/> E	17	
Carol Turner	<input checked="" type="checkbox"/> E	3	
Wyni Root	<input checked="" type="checkbox"/> E	7	
Helena Lopez	<input checked="" type="checkbox"/> E	20	
Carolyn Hara	<input checked="" type="checkbox"/> E	15	
	<input type="checkbox"/> E		

**Arizona Department of Economic Security
Rehabilitation Services Administration
RSA FEE SCHEDULE APPLICATION**

FACILITY LOCATION AND STAFFING CHART

Indicate geographic areas in which you provide services. The service shall be provided in the entire county you selected.

<input type="checkbox"/> Statewide	<input type="checkbox"/> Apache	<input type="checkbox"/> Cochise	<input type="checkbox"/> Coconino	<input checked="" type="checkbox"/> Gila	<input type="checkbox"/> Graham	<input type="checkbox"/> Greenlee	<input type="checkbox"/> La Paz
<input type="checkbox"/> Navajo	<input type="checkbox"/> Maricopa	<input type="checkbox"/> Mohave	<input type="checkbox"/> Pima	<input type="checkbox"/> Pinal	<input type="checkbox"/> Santa Cruz	<input type="checkbox"/> Yavapai	<input type="checkbox"/> Yuma

Service Location is a physical location where client intake and other employment services are conducted. This does not include enclave/work sites. If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City State Zip Code County) <i>107 E. Frontier St. Suite C Payson, AZ 85541</i>		
Telephone Number <i>928-402-8664</i>	Fax Number <i>928-425-9465</i>	Email address <i>ckadell@co.gila.az.us</i>
Contact Person's Name <i>Dawn B. Cadell</i>		
Days And Hours Of Operation <i>Monday to Friday (except legal holidays) 8am-5pm</i>		

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes No

List the Staff and/or Subcontractors who provide direct client services at this location:

First and Last name	Employee Subcontractor	Years of experience	License /certificate Number
<i>LEONA BOWMAN</i>	<input type="checkbox"/> S <input checked="" type="checkbox"/> E	<i>17</i>	
	<input type="checkbox"/> S <input type="checkbox"/> E		
	<input type="checkbox"/> S <input type="checkbox"/> E		
	<input type="checkbox"/> S <input type="checkbox"/> E		
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	<input type="checkbox"/> S <input type="checkbox"/> E		
	<input type="checkbox"/> S <input type="checkbox"/> E		
	<input type="checkbox"/> S <input type="checkbox"/> E		

Certification Regarding:

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gila County DBA Gila Employment Special Training

Name of Agency /Organization

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

Name and Title of Authorized Representative



Signature

4/19/11

Date

Certification Regarding Lobbying

ATTACHMENTS TO DES SPECIAL TERMS AND CONDITIONS

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

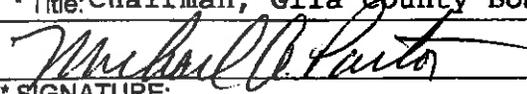
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mr.	
* First Name: Michael Middle Name: A.	* Last Name: Pastor Suffix:
* Title: Chairman, Gila County Board of Supervisors	
* SIGNATURE: 	* DATE: 4/19/11



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-2498

Consent Agenda Item 4. I.

Regular BOS Meeting

Meeting Date: 05/06/2014

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

Reappointment of Northern Gila County Range Commission Member

Background Information

The Northern Gila County Range Commission (NGCRC) was established by the Board of Supervisors on April 6, 1981, through the adoption of Resolution No. 81-4-1. The purpose of this Commission is to manage a parcel of land that is owned by the United States Department of Agriculture Forest Service (Forest Service) and of which the Forest Service has issued a Special Use Permit to Gila County so that the land can be used for a public target range for rifle, pistol, shotgun, and archery; and day use recreation facilities.

The list of Commission members was last approved by the Board of Supervisors on April 7, 2012.

Evaluation

Otto Weeden, Jr.'s term of office expired on December 31, 2013. Mr. Weeden has agreed to serve another 3-year term of office on the Commission, so the Board of Supervisors needs to reappoint him retroactive from January 1, 2014, through December 31, 2016. Also, additional information is being provided on the updated form.

Conclusion

The NGCRC is under the purview of the Board of Supervisors; therefore, any changes to this Commission must be approved by the Board of Supervisors. The Board of Supervisors needs to reappoint Otto Weeden, Jr. to serve on the Commission for another 3 years, retroactively from January 1, 2014, through December 31, 2016.

Recommendation

It is recommended that the Board of Supervisors reappoint Otto Weeden, Jr. to serve another 3 years on the NGCRC.

Suggested Motion

Approval to reappoint Otto Weeden, Jr. to the Northern Gila County Range Commission for another 3-year term, retroactive from January 1, 2014, through December 31, 2016.

Attachments

Northern Gila County Range Commission Updated List

NORTHERN GILA COUNTY RANGE COMMISSION

(Proposed to the BOS on 5/6/14 and, if approved, the list will be as follows)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & 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)
Forrest Switzer	D	C (11/15/11)	12 years (initially appointed on 12/14/99)	01/01/12-12/31/14	01/01/12-12/31/14
David (Smokey) Slaughter	D	A (04/17/12)	3 years	03/31/12-03/30/15	03/31/12-03/30/15 When this term ends, need next term to be 04/01/15 to 12/31/18, which is 3½ years, but will align with staggered terms per resolution. Then all subsequent terms will begin on 1/1 and end on 12/31...each member's term being one year apart.
Otto Wheeten	D	C (05/06/14)	4+ years	(month and day is unknown) 2010-12/31/13	01/01/14 to 12/31/16

¹ Appointment Information:

- A. Date of creation: April 6, 1981, by Gila County Resolution No. 81-4-1.
- B. Purpose: To manage a parcel of property owned by the U.S. Forest Service and of which Gila County has been issued a Special Use Permit so that the County may operate, construct, operate and maintain a public target range including range facilities for rifle, pistol, shotgun, and archery; and day use recreation facilities.
- C. The Commission is comprised of 3 members who are appointed by the Board of Supervisors to serve 3-year terms of office. The initial Commission was established so that each member's term of office is one year apart.

² 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.

³ 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-2495

Consent Agenda Item 4. J.

Regular BOS Meeting

Meeting Date: 05/06/2014

Submitted For: Marian Sheppard,
Clerk, BOS

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Acquisition of Control Application for Kohl's Ranch.

Background Information

A.R.S. §4-203 was enacted in 2005 whereby a requirement was put into place that if an Agent (person who is responsible to ensure regulations are followed for a particular liquor license) and/or a Controlling Person (the owner of a particular liquor license) change, notification must be given to the Arizona Department of Liquor Licenses and Control (DLLC). Part of the statutory process is that the DLLC sends the application to the local governing body for review after which the governing body may issue a recommendation for the DLLC's approval or non-approval of the application.

Evaluation

A portion of A.R.S. §4-203 (F) states, "The Local Governing Body of the city, town or county may protest the acquisition of control within sixty days based on the capability, reliability and qualification of the person acquiring control. If the Director (of the DLLC) does not receive any protests, the Director may protest the acquisition of control or approve the acquisition of control based on the capability, reliability and qualification of the person acquiring control."

The DLLC conducts a background check of all persons who apply for a new liquor license and anyone who is involved with a change of ownership or responsibility for a liquor license; therefore, Gila County does not conduct its own background check of applicants due to the time and money it would take to conduct an investigation.

Conclusion

Local governing boards for Arizona cities, towns and counties handle these types of applications in different manners; there are other smaller municipalities and counties that handle the process similar to Gila County's process. Gila County's application process has been reviewed with Cynthia Bejar, DLLC Licensing Manager, and she didn't express any concerns regarding the County's process.

Since there is not sufficient information provided on the application form for the Board of Supervisors to determine the capability, reliability and qualification of the new Controlling Person/Owner for Kohl's Ranch, this agenda item is being presented to the Board of Supervisors more as information that a change has taken

place with regard to this liquor license.

Recommendation

It is recommended that the Board of Supervisors approve this application and a record of said action will be retained in the Clerk of the Board's Department along with all of the documentation for this application. Per the DLLC, it is only necessary to inform the DLLC of the Board's vote on this application when there is a protest of the acquisition of control.

Suggested Motion

Approval of an Acquisition of Control Application for Kohl's Ranch that was submitted by Andrea Dahlman Lewkowitz, all of which pertains to an existing liquor license for Kohl's Ranch.

Attachments

Application for Acquisition of Control

ARF-2521

Consent Agenda Item 4. K.

Regular BOS Meeting

Meeting Date: 05/06/2014

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Special Event License Application for Pleasant Valley Community Council for May 23-25,2014.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the attached application and has determined that it has been completed correctly.

Conclusion

This charitable organization properly completed the application. If the Board of Supervisors approves this application and final approval is given by the Department, the Pleasant Valley Community Council will have used 3 days of the allowable 10 days per year to serve liquor at a special event in 2014.

Recommendation

The Clerk of the Board Department recommends that the Board of Supervisors approve this application to allow the Pleasant Valley Community Council to serve liquor at the 2nd Annual Cherry Creek Music Festival at the Cherry Creek Lodge in Young on May 23-25, 2014. The Pleasant Valley Community Council will receive 25% of the gross revenues of liquor sales for this special event and the Cherry Creek Lodge will receive 75% of the gross revenues of liquor sales.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by Pleasant Valley Community Council to serve liquor during the 2nd Annual Cherry Creek Music Festival to be held at the Cherry Creek Lodge in Young on May 23-25, 2014.

Attachments

Special Event Liquor License App. for May 23-25

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW **10 BUSINESS DAYS** FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: Pleasant Valley Community Council

2. Non-Profit/I.R.S. Tax Exempt Number: 860424124

3. The organization is a: (check one box only)

Charitable Fraternal (must have regular membership and in existence for over 5 years)

Civic Religious Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? on-site consumption off-site consumption (auction) both

2nd Annual Cherry Creek Zisic Festival

5. Location of the event: FS 54A, Cherry Creek Lodge, Young, AZ 85554

Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Hunt Jenny _____ 5/31/77

Last First Middle Date of Birth

7. Applicant's Mailing Address: Box 13 Young AZ 85554

Street City State Zip

8. Phone Numbers: (928) 462-4027 * (928) 951-1670 (928) 462-1970

Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

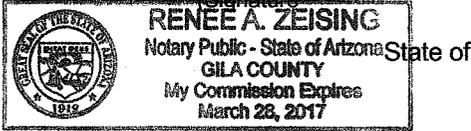
	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>5-23-14</u>	<u>Friday</u>	<u>10:00AM</u>	<u>2:00 AM</u>
Day 2:	<u>5-24-14</u>	<u>Saturday</u>	<u>10:00 AM</u>	<u>2:00 AM</u>
Day 3:	<u>5-25-14</u>	<u>Sunday</u>	<u>10:00 AM</u>	<u>2:00 pm</u>
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

*Disabled individuals requiring special accommodations, please call (602) 542-9027

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Sarah Scott declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Sarah Scott Treasurer 4/18/14 (520) 286-1111
(Signature) (Title/Position) (Date) (Phone #)



AZ County of Gila

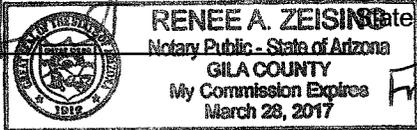
The foregoing instrument was acknowledged before me this Friday, 18th April 2014
(Day) (Month) (Year)

My Commission expires on: March 28, 2017 Renee A. Zeising
(Date) (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Jenny Hunt declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Jenny Hunt Arizona Gila
(Signature) (Date) of (County of)
The foregoing instrument was acknowledged before me this Friday, 18th April 2014
(Day) (Month) (Year)



My commission expires on: March 28, 2017 Renee A. Zeising
(Date) (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

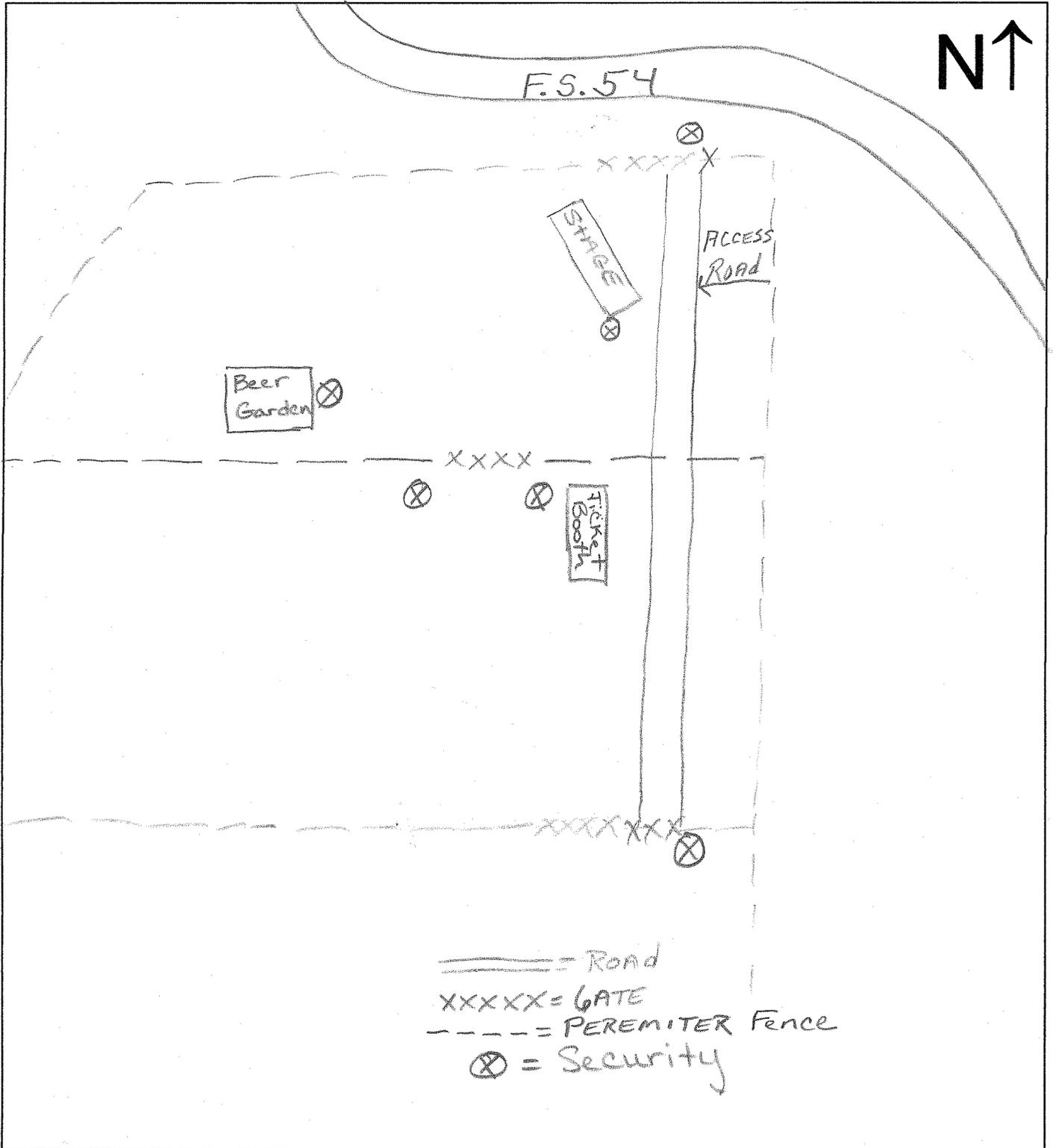
(Employee) (Date)

APPROVED DISAPPROVED BY: _____

(Title) (Date)

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



Pleasant Valley Community Council

President: Jenny Hunt

Hwy 288 Young Az, 85554

(928) 951-1670

April 18, 2014

Cherry Creek Lodge

Manager: Holly Dickrell

FS 54 A Young Az, 85554

(928) 462-4027

Subject: Letter of Agreement for Liquor Sales at Cherry Music Festival

Dear Holly Dickrell,

Thank you for choosing us to help with this year's liquors sales at the 2nd Annual Cherry Creek Music Festival. We are looking forward to working with you.

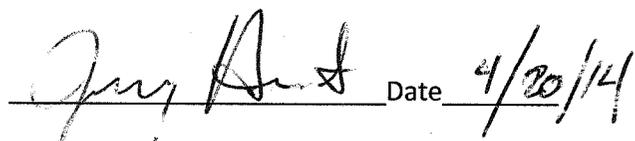
As per our verbal agreement the Pleasant Valley Community Center will provide tables, chairs, change box, pop-up shade and labors for the 3 day event starting May 23. We will schedule two volunteers to work behind the bar and one to restock. We will set up on Thursday, May 22 and be prepared to start serving at 10:00 am on Friday May 23th.

Cherry Creek Lodge will provide a venue, two roto cast units, advertisement banners, price cards, ice, wrist bands and product. Security, fencing and barriers will also be provided by Cherry Creek Lodge. Security will also assist with identification.

We graciously accept the offer of 25% of the gross revenues of the liquor sales.

 Date 4/20/14

Holly Dickrell

 Date 4/20/14

Jenny Hunt

ARF-2522

Consent Agenda Item 4. L.

Regular BOS Meeting

Meeting Date: 05/06/2014

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Special Event License Application for Pleasant Valley Community Council for July 18-20, 2014.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the attached application and has determined that it has been completed correctly.

Conclusion

This charitable organization properly completed the application. If the Board of Supervisors approves this application and final approval is given by the Department, the Pleasant Valley Community Council will have used 6 days of the allowable 10 days per year to serve liquor at a special event in 2014.

Recommendation

The Clerk of the Board Department recommends that the Board of Supervisors approve this application to allow the Pleasant Valley Community Council to serve liquor at the Annual Pleasant Valley Days event to be held on July 18-20, 2014. The Pleasant Valley Community Council will receive 100% of the gross revenues of liquor sales for this special event.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by Pleasant Valley Community Council to serve liquor at the Annual Pleasant Valley Days to be held on July 18-20, 2014.

Attachments

Special Event Liquor License Application for July 18-20

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: Pleasant Valley Community Council

2. Non-Profit/I.R.S. Tax Exempt Number: 860424124

3. The organization is a: (check one box only)

Charitable Fraternal (must have regular membership and in existence for over 5 years)

Civic Religious Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? on-site consumption off-site consumption (auction) both

Annual Pleasant Valley Days

5. Location of the event: Community Center Young Gila 85554
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Hunt Jenny _____ 5.31.77
Last First Middle Date of Birth

7. Applicant's Mailing Address: P.O. Box 13 Young AZ 85554
Street City State Zip

8. Phone Numbers: () (928) 951-1670 (928) 462-1970
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>7/18/14</u>	<u>Friday</u>	<u>10:00 AM</u>	<u>2:00 AM</u>
Day 2:	<u>7/19/14</u>	<u>Saturday</u>	<u>10:00 AM</u>	<u>2:00 AM</u>
Day 3:	<u>7/20/14</u>	<u>Sunday</u>	<u>10:00 AM</u>	<u>2:00 AM</u>
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

*Disabled individuals requiring special accommodations, please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 6 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name Pleasant Valley Community Council 100%
Percentage

Address P.O. Box 346 Young, AZ, 85554

Name _____ Percentage

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

2 # Police Fencing
3 # Security personnel Barriers

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO

(ATTACH COPY OF AGREEMENT)

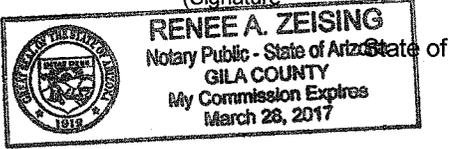
Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. Sarah Scott declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Sarah Scott Treasurer 4/18/14 (520)286-1611
 (Signature) (Title/Position) (Date) (Phone #)



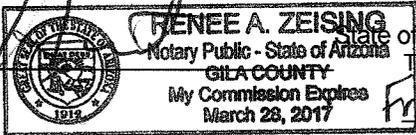
Arizona County of Gila
 The foregoing instrument was acknowledged before me this Friday 18th April 2014
 Day Month Year

My Commission expires on: March 28, 2017 Renee A. Zeising
 (Date) (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. Jenny Hunt declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Jenny Hunt Arizona County of Gila
 (Signature) (State) (County)
 The foregoing instrument was acknowledged before me this Friday 18th April 2014
 Day Month Year



My commission expires on: March 28, 2017 Renee A. Zeising
 (Date) (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
 (Government Official) (Title)
 on behalf of _____
 (City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

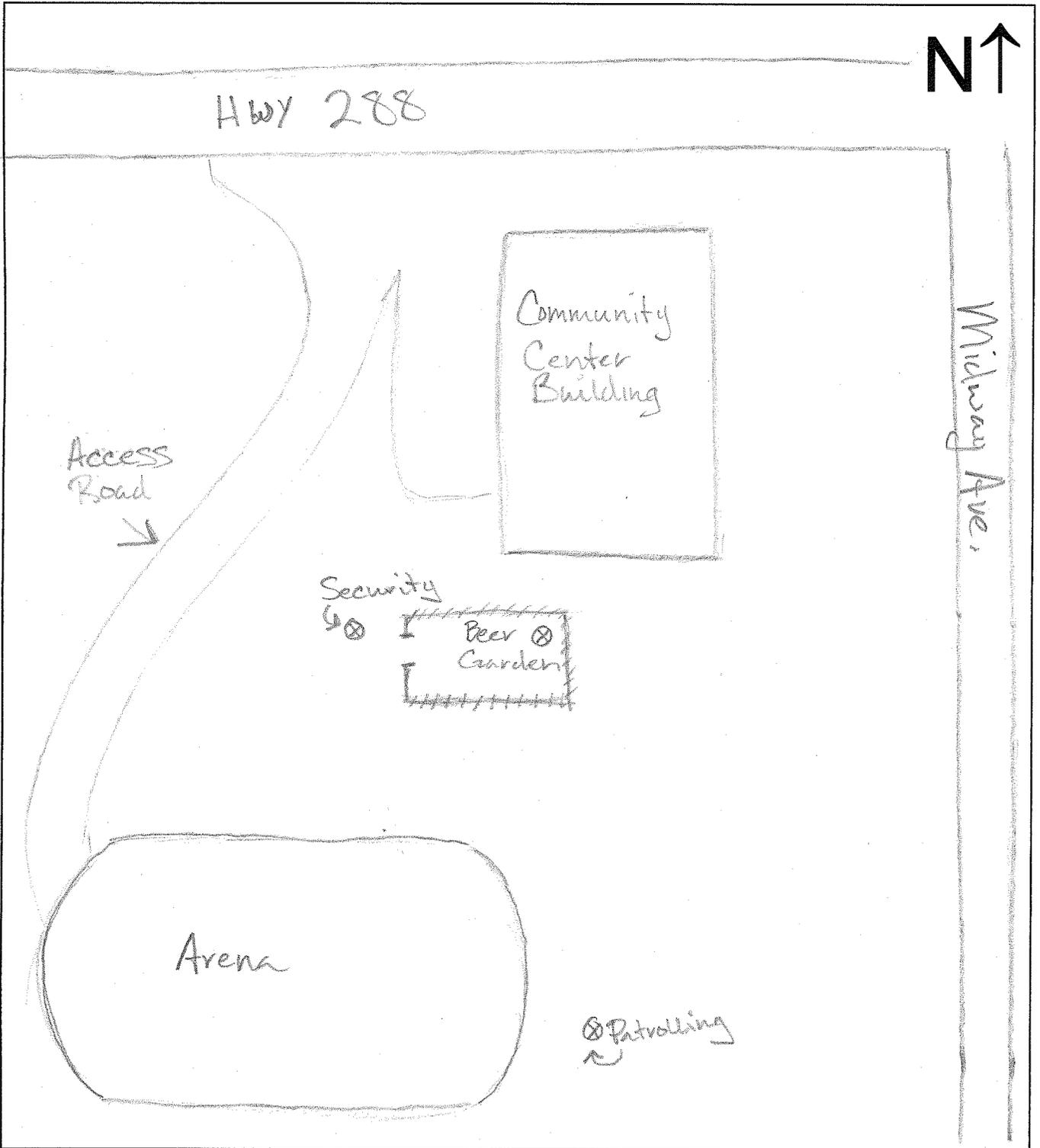
Department Comment Section:

 (Employee) (Date)

APPROVED DISAPPROVED BY: _____
 (Title) (Date)

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



ARF-2479

Consent Agenda Item 4. M.

Regular BOS Meeting

Meeting Date: 05/06/2014

Reporting Period: March 2014

Period:

Submitted For: Mary
Navarro

Submitted By: Mary Navarro, Justice Court Operations
Mgr, Justice Court-Globe Regional

Information

Subject

Globe Regional Justice of the Peace's Office Monthly Report for March 2014

Suggested Motion

Acknowledgment of the March 2014 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

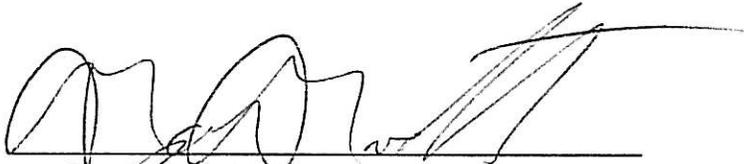
Globe Regional Justice of the Peace's Office Monthly Report for March 2014

**GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT**

For the Month of: March, 2014

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$ 8,446.00
RECEIVED DURING THE MONTH	\$17,196.50
DISBURSED DURING THE MONTH	\$17,581.00
BALANCE AT THE END OF THE MONTH	\$ 8,061.50



Justice of the Peace



Financial Clerk

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

MARCH, 2014	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 55.03	\$ 2.76	\$ 52.27
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 1,943.11	\$ 97.16	\$ 1,845.95
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 110.00	\$ 5.50	\$ 104.50
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 6,109.29		\$ 6,109.29
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 4,146.09		\$ 4,146.09
Game and Fish - Wildlife	ZGF		STATE	\$ 127.32	\$ 6.37	\$ 120.95
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 1,861.79	\$ 93.09	\$ 1,768.70
HURF 1 28-543B, 2533C	ZHRF1		STATE	\$ 65.10	\$ 3.26	\$ 61.84
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ 14.06	\$ 0.71	\$ 13.35
HURF -to:DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ 20.00	\$ 1.00	\$ 19.00
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 193.23	\$ 9.67	\$ 183.56
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 1,875.09	\$ 93.76	\$ 1,781.33
Alternative Dispute Resolution	ZADR		T848-2061	\$ 54.03	\$ 2.71	\$ 51.32
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1			\$ 104.50	\$ 5.23	\$ 99.27
Confidential Address Assessment - Local	ZCAA2			\$ 5.50	\$ 0.28	\$ 5.22
Citizens Clean Elections	ZCEF		T888-2061	\$ 2,953.08		\$ 2,953.08
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 14,411.39	\$ 720.57	\$ 13,690.82
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,540.00	\$ 77.00	\$ 1,463.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 1,520.94	\$ 76.05	\$ 1,444.89
DUI Abatement	ZDUIA		T889-2061	\$ 750.00	\$ 37.50	\$ 712.50
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 404.46	\$ 20.23	\$ 384.23
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 125.74	\$ 6.29	\$ 119.45
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,148.60	\$ 57.43	\$ 1,091.17
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 27,559.48	\$ 1,377.98	\$ 26,181.50
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 2,027.98	\$ 101.40	\$ 1,926.58
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 2,356.75	\$ 117.84	\$ 2,238.91
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ 3.52	\$ 0.18	\$ 3.34
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 1,197.74		\$ 1,197.74
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 179.95	\$ 9.00	\$ 170.95
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 2,227.75		\$ 2,227.75
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 411.90	\$ 20.60	\$ 391.30
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 5,927.05		\$ 5,927.05
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 257.62	\$ 12.89	\$ 244.73
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 337.34		\$ 337.34
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 224.89		\$ 224.89
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 648.30	\$ 32.42	\$ 615.88
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 444.56	\$ 22.23	\$ 422.33
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 3,986.50	\$ 199.33	\$ 3,787.17
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 2,106.32	\$ 105.32	\$ 2,001.00
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 263.25	\$ 13.17	\$ 250.08
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 66.97	\$ 3.35	\$ 63.62
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 99.30	\$ 4.97	\$ 94.33
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 864.58	\$ 43.23	\$ 821.35
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ 0.24	\$ 0.02	\$ 0.22
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 9.38	\$ 0.47	\$ 8.91
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	\$ -	\$ -	\$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	\$ 8.78	\$ 0.44	\$ 8.34
Health and Human Services (HHS)	ZOS17		T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18		T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	\$ 0.18	\$ 0.01	\$ 0.17
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	\$ 4.00	\$ 0.20	\$ 3.80
Officer Safety Equipment - Attorney General Office	ZOS26			\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 82.67	\$ 4.14	\$ 78.53
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 524.15	\$ 26.21	\$ 497.94
Prison Construction Fund	ZPCOF		T908-2061	\$ 9,317.27	\$ 465.87	\$ 8,851.40
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 258.30	\$ 12.92	\$ 245.38
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 5,717.94	\$ 285.90	\$ 5,432.04
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 184.10	\$ 9.21	\$ 174.89
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 378.60		\$ 378.60
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 4,254.54		\$ 4,254.54
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 2,836.35		\$ 2,836.35
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

MARCH, 2014	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 540.44	\$ 27.03	\$ 513.41
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ 25.21	\$ 1.27	\$ 23.94
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 83.61	\$ 4.19	\$ 79.42
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 114,955.86	\$ 4,218.36	\$ 110,737.50
TOTAL ADJUSTED BALANCE VERIFICATION						\$ 110,737.50
TOTAL RESTITUTION RECEIVED						\$ 4,731.93
TOTAL RECEIPTS THIS MONTH						\$ 119,687.79

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
4/3/2014	7974	\$ 16,206.83	ARIZONA STATE TREASURER
4/3/2014	7975	\$ 98,669.61	GILA COUNTY TREASURER
4/3/2014	7976	\$ 79.42	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		\$ 114,955.86	TOTAL DISTRIBUTIONS THIS MONTH

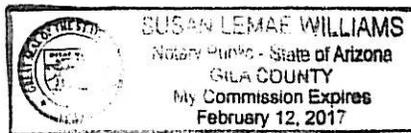
I, Gary Goettelman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds to the best of my knowledge and belief, collected by me for the month of MARCH, 2014.

Justice of the Peace

Subscribed and Sworn to before me this 7th day of April, 2014.

Notary Public

My Commission Expires: February 12, 2017



ARF-2489

Consent Agenda Item 4. N.

Regular BOS Meeting

Meeting Date: 05/06/2014

Reporting Period: March 2014

Period:

Submitted For: Dorothy Little **Submitted By:** Dorothy Little, Justice of the Peace-Payson Region, Justice Court-Payson Regional

Information

Subject

Payson Regional Justice of the Peace's Office Monthly Report for March 2014.

Suggested Motion

Acknowledgment of the March 2014 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

Payson Regional Justice of the Peace Report for March 2014

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: March 2014

CRIMINAL TRAFFIC				
D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)	
Pending 1st of Month	75	4	149	228
Filed	17	3	18	38
Transferred In	0	0	0	0
SUBTOTAL	92	7	167	266
Transferred Out	0	0	0	0
Other Terminations	7	2	17	26
TOTAL TERMINATIONS	7	2	17	26
Statistical Correction	0	0	0	0
Pending End of Month	85	5	150	240

*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
170	4	0	174	0	2	2	0	172

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: **0** Criminal Traffic/FTA Jury Trials Held: **0**

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
442	372	0	814	0	8	271	279	0	535

Civil Traffic Hearings Held: **1**

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)					
Filed	144	Trans In	0	TOTAL	144

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: March 2014

MISDEMEANOR

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	449	36	0	485	0	47	47	0	438
Failure to Appear (Non-Traffic)	50	3	0	53	0	2	2	0	51
TOTAL	499	39	0	538	0	49	49	0	489

TRIALS HELD

Misdemeanor Court/FTA Trials Held: **0**

Misdemeanor/FTA Jury Trials Held: **0**

FELONY

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
	25	7	0	32	0	3	3	0	29

Felony Preliminary Hearings Held: **1** Felony, Misdemeanor, Criminal Traffic Initial: Appearances: **111**

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB- TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	0	0	0	0	0	0
Non-Parking	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: March 2014

CIVIL COMPLAINTS				
	Small Claims	Forcible Detainer/ Eviction Action	Other Civil	TOTAL
	(a)	(b)	(c)	(d)
Pending 1st of Month	49	19	245	313
Filed	5	3	45	53
Transferred In	0	0	0	0
SUBTOTAL	54	22	290	366
Transferred Out	0	0	0	0
Other Terminations	0	2	36	38
TOTAL TERMINATIONS	0	2	36	38
Statistical Correction	0	0	0	0
Pending End of Month	54	20	254	328

Small Claims Hearings Held/Defaults: **0** Civil Court Trials Held: **3**

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: **0** Civil Jury Trials Held: **0**

DOMESTIC VIOLENCE/HARASSMENT PETITIONS				
---	--	--	--	--

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	6	5	1	6
Harassment	6	2	4	6

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT			
--	--	--	--

Order of Protection: **3** Injunction Against: **3**

SPECIAL PROCEEDINGS/ACTIVITIES			
---------------------------------------	--	--	--

Peace Bond Complaints Filed: **0** Fugitive Complaints Filed: **1**

Juvenile Hearings Held: **0** Search Warrants Issued: **17**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report

Month/Year: March 2014

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	146
Serious Violations	9
All Other Violations	469
TRAFFIC TOTAL	624

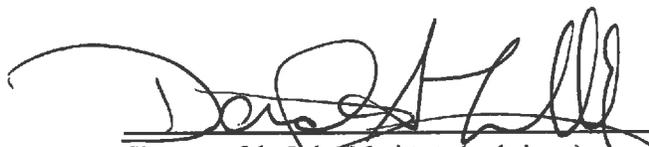
CRIMINAL WARRANTS OUTSTANDING

Felony	127
Misdemeanor	693
CRIMINAL TOTAL	820

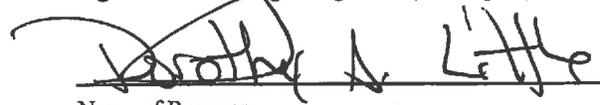
MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376



Signature of the Judge/Magistrate (or designee)



Name of Preparer

4-10-14

Date of Preparation

ARF-2490

Consent Agenda Item 4. O.

Regular BOS Meeting

Meeting Date: 05/06/2014

Reporting Period: Payson Regional Constable's Office Monthly Report for March 2014

Submitted For: Colt White **Submitted By:** Michelle Keegan, Administrative Clerk
Senior, Constable - Payson Regional

Information

Subject

Payson Regional Constable's Office Monthly Report for March 2014.

Suggested Motion

Acknowledgment of the March 2014 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

Payson Regional Constable's Office Monthly Report for March 2014

David Vaughn
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

March 2014
MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEEs COLLECTED

STATUS SUMMARY REPORT

SERVICE SUMMARY REPORT

MILEAGE CHART

TREASURER'S RECEIPT

David Vaughn
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

April 1, 2014

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **March, 2014**, the Payson Regional Constable's Office:

- ◆ Received a total of **113** papers for service
- ◆ Drove a total of **1490** miles
- ◆ Collected a total of **\$1,046.40** as follows:
 - Check Total \$582.40
 - Cash Total \$464.00
 - Total Deposited \$1,046.40
 - Law Office of Victoria Earl, refund of writ deposit ck#2348 (\$ 99.00)
 - Arizona Constable's Association, membership dues ck#2351 (\$ 255.00)
 - Less Writ Fee (1 @ \$5.00/each) Collected (Check #2352/Treasurer's Receipt #98387) (\$ 5.00)

 - Paid to General Fund (Check #2353/Treasurer's Receipt #98388) \$ 687.40

 - Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable \$ 875.00

- Grand Total Paid to General Fund **\$1,562.40**

Respectfully submitted,



Colt White
Payson Regional Constable
Gila County, Payson, Arizona

David Vaughn
Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS
MONTHLY TOTALS FOR FISCAL YEAR 2013-2014

2013-2014 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	116	1,696	\$1,354.80	\$875.00	\$2,229.80
AUGUST	122	982	\$1,528.20	\$875.00	\$2,403.20
SEPTEMBER	148	1,010	\$1,395.00	\$875.00	\$2,270.00
OCTOBER	145	1450	\$1,137.40	\$875.00	\$2,012.40
NOVEMBER	112	1,205	\$959.00	\$875.00	\$1,834.00
DECEMBER	122	1,295	\$963.00	\$875.00	\$1,838.00
JANUARY	147	1,732	\$922.00	\$875.00	\$1,797.00
FEBRUARY	101	980	\$1,812.44	\$875.00	\$2,687.44
MARCH	113	1,490	\$1,046.40	\$875.00	\$1,921.40
APRIL					
MAY					
JUNE					
YEAR TOTAL:	1,126	11,840	\$11,118.24	\$7,875.00	\$18,993.24



Payson Regional Constable's Office

Cash Received Report, by Name

<u>Name</u>	<u>Process #</u>	<u>Received</u>	<u>Receipt #</u>	<u>Amount Received</u>
Cristenson, Samuel David	1403PR071	03/18/14	68	74.00

				74.00
Daniels, Alan	1403PR097	03/27/14	76	56.00

				56.00
Flores, Clarissa	1403PR001	03/04/14	51	67.20

				67.20
JJL Process Corp,	1403PR004	03/05/14	54	40.00
	1403PR006	03/05/14	55	40.00
	1403PR008	03/05/14	56	40.00
	1403PR041	03/12/14	64	40.00
	1403PR043	03/12/14	65	40.00
	1403PR088	03/26/14	73	40.00

				240.00
Lantagne, Margaret	1403PR002	03/04/14	52	104.00

				104.00
Lloyd & Robinson PLLC,	1403PR090	03/26/14	74	40.00

				40.00
McNeeley, Dealynn Marie	1403PR074	03/20/14	69	74.00
	1403PR082	03/24/14	72	40.00

				114.00
O'Connor, Barbara	1403PR107	03/31/14	77	60.00

				60.00
Padilla, Pamela "Sue" Jackson	1403PR115	03/31/14	78	40.00

				40.00
Pinecone Properties LLC,	1403PR012	03/06/14	59	75.20

				75.20
Tracy A Walley Att at Law,	1403PR096	03/27/14	75	56.00

				56.00
Wiggins, Donald Neal	1403PR081	03/24/14	71	40.00

				40.00
Wilkinson, Calvin Leon	1403PR045	03/13/14	66	40.00
	1403PR046	03/13/14	67	40.00

				80.00

	Total Cash			1046.40
	Received:			

Report Includes:

All transaction dates between `03/01/14` and `03/31/14`, All received by persons, All courts, All agencies matching `PRCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`



Payson Regional Constable's Office

Process Status Report, by Process Type

<u>Process Description</u>	<u>Total</u>	<u>Active</u>		<u>Served</u>		<u>Retd/Unsrvd</u>	
Amended Order of Protection	1	0	0.00	1	100.00	0	0.00
Child Custody Packet	2	0	0.00	2	100.00	0	0.00
Criminal Subpoena	52	0	0.00	46	88.46	6	11.54
Civil Summons	9	0	0.00	5	55.56	4	44.44
Divorce Packet	2	0	0.00	2	100.00	0	0.00
Hearing Prior to Issue of IAH	1	0	0.00	1	100.00	0	0.00
Injunction Against Harassment	2	0	0.00	2	100.00	0	0.00
Notice and Summons	1	0	0.00	1	100.00	0	0.00
Notice to Appear; Petition	19	0	0.00	19	100.00	0	0.00
Order of Protection	6	0	0.00	6	100.00	0	0.00
Order to Appear	1	0	0.00	1	100.00	0	0.00
Summons and Complaint	3	0	0.00	3	100.00	0	0.00
Summons Forcible Detainer	2	0	0.00	2	100.00	0	0.00
Summons and Petition	1	0	0.00	1	100.00	0	0.00
Criminal Summons	10	1	10.00	9	90.00	0	0.00
Writ of Garnishment Non Earnin	1	0	0.00	1	100.00	0	0.00
Totals	113	1	0.88	102	90.27	10	8.85

Report Includes:

All receive dates between `00:00:00 03/01/14` and `23:59:59 03/31/14`, All process types, All officers, All courts, All agencies matching `PRCO`, All serve flags matching `1`



Payson Regional Constable's Office

Civil Process Service Attempts Summary

To Be Served: Arizona State Credit Union

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
104 E Highway 260, Payson	White, C	Sandra Smith	YES
Time/Date: 15:41:00 03/26/14			

To Be Served: Back to Basics

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N Mudsprings Road, Payson	White, C	Steven Cole	YES
Time/Date: 16:11:00 03/13/14			

To Be Served: Bartlett, Jennie M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
508 N Bobby Jones Dr, Payson	White, C	Jennie Melissa Bartlett	YES
Time/Date: 12:30:00 03/24/14			

To Be Served: Batey, Aaron L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1102 W Country Club Dr, Payson	White, C		NO
Time/Date: 16:15:00 03/26/14			
1102 W Country Club Dr, Payson	White, C		NO
Time/Date: 16:25:00 03/26/14			
1102 W Country Club Dr, Payson	White, C		NO
Time/Date: 16:32:00 03/26/14			
100 S McLane, Payson	White, C	Aaron Batey	YES
Time/Date: 16:35:32 03/31/14			

To Be Served: Benavides, Luisa

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
805 W Rim View, Payson	White, C	Luisa Benavides	YES

Time/Date: 15:04:00 03/24/14

To Be Served: Bevers, David R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
212 e Aero #A, Payson	White, C		NO

Time/Date: 10:30:00 03/28/14

212 e Aero #A, Payson	White, C	David Bevers	YES
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Time/Date: 11:49:00 03/28/14

To Be Served: Bishop, Alleene R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
717 W Frontier St, Payson	White, C	Allene Bishop	YES

Time/Date: 15:21:00 03/07/14

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
717 W Frontier Rd, Payson	White, C	Allene Bishop	YES

Time/Date: 15:21:00 03/07/14

To Be Served: Brogdon, Myndi J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8869 W Fossil Creek/HC1 Box 1544, Strawberry	White, C	Posted on front door	YES

Time/Date: 14:43:00 03/06/14

To Be Served: Budnick, Paul M. PC

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
807 S Ponderosa, Payson	White, C		NO

Time/Date: 16:50:00 03/21/14

8206 E Tesoro Circle, Mesa	White, C		NO
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Time/Date: 16:52:00 03/21/14

8206 E Tesoro Circle, Mesa	White, C		NO
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Time/Date: 14:28:00 03/23/14

807 S Ponderosa, Payson	White, C	Dr. Paul Budnick	YES
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Time/Date: 09:59:00 03/31/14

To Be Served: Cadwell, Josh

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 15:35:00 03/06/14			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 15:35:00 03/06/14			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES

Time/Date: 11:09:00 03/13/14

To Be Served: Camp, Taylor

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
500 W Johnson Road, Payson	White, C		NO
Time/Date: 09:48:00 03/25/14			
500 W Johnson Road, Payson	White, C		NO
Time/Date: 10:41:00 03/25/14			
500 W Johnson Road, Payson	White, C		NO

Time/Date: 16:30:00 03/26/14

To Be Served: Carney, Leslie L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
208 South Granite Road, Payson	White, C	Leslie Lynn Carney	YES
Time/Date: 10:09:00 03/06/14			
208 South Granite Road, Payson	White, C	Leslie Lynn Carney	YES

Time/Date: 10:09:00 03/06/14

To Be Served: Carranza, Ernesto

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
609 S Colcord sp 25, Payson	White, C	Ernesto Carranza	YES

Time/Date: 15:43:00 03/24/14

To Be Served: XXXXXXXXXX

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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410 W Main St, Payson	White, C		YES
Time/Date: 10:23:00 03/13/14			
To Be Served: Chagolla, Robert			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 09:57:00 03/27/14			
To Be Served: Chapman, Clint			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 N Beeline Hwy 42, Payson	White, C		NO
Time/Date: 14:13:00 03/13/14			
905 N Beeline Hwy 42, Payson	White, C		NO
Time/Date: 14:30:00 03/13/14			
905 N Beeline Hwy 42, Payson			NO
Time/Date: 21:45:00 03/17/14			
905 N Beeline Hwy 42, Payson			NO
Time/Date: 17:30:00 03/18/14			
905 N Beeline Hwy 42, Payson			NO
Time/Date: 00:22:00 03/20/14			
To Be Served: Clark, Danny R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4989 N German Ranch Rd, Strawberry	White, C		NO
Time/Date: 15:05:00 03/14/14			
6112 Hardscrabble Road, Pine	White, C	Danny Ray Clark	YES
Time/Date: 15:31:00 03/14/14			
To Be Served: Clark, Sharlene S.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6112 Hardscrabble Road, Pine	White, C	Sharlene Sofia Clark	YES
Time/Date: 15:31:00 03/14/14			

To Be Served: Cleckler, Jessica

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
308 E Pima Street, Payson	White, C		NO
Time/Date: 10:16:00 03/28/14			
302 W Main Street, Payson	White, C	Jessica Cleckler	YES
Time/Date: 11:33:00 03/28/14			

To Be Served: Cole, Cheryl

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
331 N Devereaux, Globe	Bolinger, J	Cheryl Cole	YES
Time/Date: 10:30:00 03/14/14			

To Be Served: Cole, Gary J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
331 N Devereaux St, Globe	Bolinger, J	Cheryl Cole	YES
Time/Date: 10:30:00 03/14/14			

To Be Served: Cottrell, Patrick J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main St, Payson	White, C	GCSO Clipboard	YES
Time/Date: 11:15:00 03/18/14			

To Be Served: Cristenson, Amber E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
400 W. Frontier, Payson	White, C		NO
Time/Date: 10:59:00 03/21/14			
400 W. Frontier, Payson	White, C		NO
Time/Date: 13:30:00 03/21/14			
328 N McLane Road, Payson	White, C	Amber E Cristenson	YES
Time/Date: 15:34:00 03/21/14			

To Be Served: Crosiar, Donald C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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1308 E. Easy St., Payson	White, C		NO
Time/Date: 15:33:00 03/31/14			
1308 E. Easy St., Payson	White, C		NO
Time/Date: 15:35:00 03/31/14			

To Be Served: Daniels, Krystal A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
904 N Beeline Highway, Payson	White, C	Krystal Ann Daniels	YES
Time/Date: 10:33:00 03/13/14			
410 W Main St, Payson	White, C		NO
Time/Date: 11:56:00 03/28/14			
904 N Beeline Highway Ste C, Payson	White, C	Krystal Ann Daniels	YES
Time/Date: 12:09:00 03/28/14			

To Be Served: Davies, Jesse T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 North Beeline, Payson	White, C	PPD Clipboard	YES
Time/Date: 11:35:00 03/18/14			

To Be Served: Deaton, Justin

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
Time/Date: 11:09:00 03/13/14			

To Be Served: Dimmick, Christal L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1000 N Beeline Highway, Payson	White, C	Christal Dimmick	YES
Time/Date: 11:32:00 03/13/14			
1000 N Beeline Highway, Payson	White, C	Christal Dimmick	YES
Time/Date: 11:32:00 03/13/14			
1000 N Beeline Highway, Payson	White, C	Christal Dimmick	YES
Time/Date: 11:32:00 03/13/14			

To Be Served: Dixon, Lisa S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
613 E Highline Dr, Star Valley	White, C	Lisa Dixon	YES
Time/Date: 09:43:00 03/24/14			

To Be Served: Doe, John I-X

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
903 E Granite Dells Road Lot 3B, Payson	White, C		NO
Time/Date: 09:32:00 03/06/14			
208 S Granite Road, Payson	White, C		NO
Time/Date: 10:09:00 03/06/14			
208 S Granite Road, Payson	White, C		NO
Time/Date: 10:09:00 03/06/14			
463 Deer Creek Drive, Payson	White, C		NO
Time/Date: 09:40:00 03/14/14			
463 Deer Creek Drive, Payson	White, C		NO
Time/Date: 20:44:00 03/17/14			
463 Deer Creek Drive, Payson	White, C		NO
Time/Date: 13:55:00 03/18/14			
463 Deer Creek Drive, Payson	White, C		NO
Time/Date: 15:00:00 03/18/14			
463 Deer Creek Drive, Payson	White, C		NO
Time/Date: 15:54:00 03/19/14			
463 Deer Creek Drive, Payson	White, C		NO
Time/Date: 13:00:00 03/26/14			
463 Deer Creek Drive, Payson	White, C		NO
Time/Date: 10:55:00 03/28/14			

To Be Served: XXXXXXXXXX

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8078 Vista Del Norte, Mesa Del, Payson	White, C		NO
Time/Date: 15:52:00 03/31/14			

8078 Vista Del Norte, Mesa Del, Payson White, C NO

Time/Date: 15:54:00 03/31/14

To Be Served: Duprey, Joseph

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

8078 Bista Del Norte, Mesa Del, Payson	White, C		NO
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Time/Date: 15:52:00 03/31/14

8078 Bista Del Norte, Mesa Del, Payson	White, C		NO
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Time/Date: 15:54:00 03/31/14

To Be Served: Elder, James S. Jr

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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200 N Gisela Road, Payson	White, C		NO
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Time/Date: 13:39:00 03/03/14

200 N Gisela Road, Payson	White, C		NO
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Time/Date: 13:40:00 03/03/14

200 N Gisela Road, Payson	White, C		NO
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Time/Date: 10:27:00 03/04/14

600 N 7Y Drive, Payson	White, C	James Stanley Elder Jr	YES
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Time/Date: 10:48:00 03/04/14

To Be Served: Engler, Donald B.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
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Time/Date: 11:09:00 03/13/14

303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
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Time/Date: 11:35:00 03/18/14

To Be Served: Engler, Donald B. II

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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108 S Main Street, Payson	White, C	GCSO Clipboard	YES
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Time/Date: 09:22:00 03/17/14

To Be Served: Greenhalgh, Val E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
463 Deer Creek DR/Deer Creek, Payson	White, C		NO
Time/Date: 09:40:00 03/14/14			
463 Deer Creek DR/Deer Creek, Payson	White, C		NO
Time/Date: 20:44:00 03/17/14			
463 Deer Creek DR/Deer Creek, Payson	White, C		NO
Time/Date: 13:55:00 03/18/14			
463 Deer Creek DR/Deer Creek, Payson	White, C		NO
Time/Date: 15:00:00 03/18/14			
463 Deer Creek DR/Deer Creek, Payson	White, C		NO
Time/Date: 15:54:00 03/19/14			
463 Deer Creek DR/Deer Creek, Payson	White, C		NO
Time/Date: 13:00:00 03/26/14			
463 Deer Creek DR/Deer Creek, Payson	White, C		NO
Time/Date: 10:55:00 03/28/14			

To Be Served: Habitat for Humanity

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
103 E Highway 260, Payson	White, C	Andy Kofile	YES
Time/Date: 16:12:00 03/26/14			

To Be Served: Hamilton, Shawn D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
212 N Titel St, Payson	White, C	Teri Lyn Hamilton	YES
Time/Date: 16:33:00 03/24/14			

To Be Served: Hansen, Michael

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 11:09:00 03/13/14			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 15:12:00 03/13/14			

To Be Served: Hartnett, Michael T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
107 E Airline, Payson	White, C		NO
Time/Date: 15:21:00 03/13/14			
107 E Airline, Payson	White, C		NO
Time/Date: 15:26:00 03/13/14			
107 E Airline, Payson	White, C		NO
Time/Date: 15:53:00 03/13/14			
803 E Highway 260, Payson	White, C	Michael Hartnett	YES
Time/Date: 09:30:00 03/18/14			

To Be Served: Havey, Matthew T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 09:57:00 03/27/14			

To Be Served: Hazelo, Jason

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
Time/Date: 11:09:00 03/13/14			

To Be Served: ██████████

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
214 E Aero Dr, Payson	White, C	Tommy Holdren	YES
Time/Date: 10:43:00 03/13/14			

To Be Served: Holdren, Tommy

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
214 E Aero Drive, Payson	White, C	Tommy Holdren	YES
Time/Date: 10:43:00 03/13/14			

To Be Served: Hornung, David B.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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108 W Main Street, Payson White, C GCSO Clipboard YES
Time/Date: 09:22:00 03/17/14

To Be Served: Johnson, Layne B.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 11:15:00 03/18/14			

To Be Served: LeSueur, Evelyn

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1123 W Birchwood Road, Payson	White, C	Evelyn LeSueur	YES
Time/Date: 10:36:00 03/27/14			

To Be Served: Lindsey, Michael

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	Baltz, K A	Michael Lindsey	YES
Time/Date: 10:25:00 03/03/14			

To Be Served: Lorig, Cheri

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
810 W Colt Drive, Payson	White, C		NO
Time/Date: 14:33:00 03/07/14			
810 W Colt Drive, Payson	White, C		NO
Time/Date: 11:04:00 03/10/14			
810 W Colt Drive, Payson	White, C	Cheri Lorig	YES
Time/Date: 15:08:00 03/10/14			

To Be Served:

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
810 W Colt Drive, Payson	White, C		NO
Time/Date: 14:33:00 03/07/14			
810 W Colt Drive, Payson	White, C		NO
Time/Date: 11:04:00 03/10/14			

810 W Colt Drive, Payson	White, C		YES
Time/Date: 15:08:00 03/10/14			

To Be Served: Maxwell, Colt

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 12:01:00 03/03/14			
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 12:01:00 03/03/14			

To Be Served: McAnerny, Michael

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 15:35:00 03/06/14			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 11:09:00 03/13/14			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:11:00 03/20/14			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:32:00 03/31/14			

To Be Served: McCarthy, David T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
101 S Whiting Drive, Payson	White, C		NO
Time/Date: 10:25:00 03/20/14			
101 S Whiting Drive, Payson	White, C	David McCarthy	YES
Time/Date: 10:30:00 03/20/14			

To Be Served: McCloud, James C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
422 S Beeline Hwy, Payson	White, C	James McCloud	YES
Time/Date: 10:37:00 03/25/14			

To Be Served: McMahon, Raymond W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
141 Hazelwood Road, Young	David Hornung	Ray McMahon	YES
Time/Date: 13:35:00 03/19/14			

To Be Served: McNeeley, Travis W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8195 Camino Real Mesa Del, Payson	Johnson, L B	Travis McNeeley	YES
Time/Date: 17:20:00 03/20/14			
8195 Camino Real Mesa Del, Payson	White, C		NO
Time/Date: 14:49:00 03/24/14			
8195 Camino Real Mesa Del, Payson	White, C		NO
Time/Date: 10:55:00 03/28/14			
111 W Cedar Ste C, Payson	White, C	Jennifer Glasscock	YES
Time/Date: 11:23:00 03/28/14			

To Be Served: Meredith, Jared

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 11:35:00 03/18/14			

To Be Served: Montijo, Leeta

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
110 N Spring Rd, Payson	White, C		NO
Time/Date: 11:46:00 03/03/14			
110 N Spring Rd, Payson	White, C		NO
Time/Date: 15:00:00 03/03/14			
110 N Spring Rd, Payson	White, C		NO
Time/Date: 20:15:00 03/03/14			
110 N Spring Rd, Payson	White, C		NO
Time/Date: 10:23:00 03/04/14			
110 N Spring Rd, Payson	White, C	Leeta Montijo	YES
Time/Date: 10:23:00 03/05/14			

To Be Served: Mullins, Nate

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:21:00 03/28/14			

To Be Served: Olson, Deborah L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
810 S Moonlight Drive, Star Valley	White, C		NO
Time/Date: 16:30:00 03/27/14			
810 S Moonlight Drive, Star Valley	White, C	Deborah Lynn Olson	YES
Time/Date: 17:00:00 03/27/14			

To Be Served: Overby, Debra J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
903 Granite Dells Road #15, Payson	White, C	Debra Overby	YES
Time/Date: 15:59:00 03/06/14			

To Be Served: Pavis, Gary A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	David Hornung	Gary Pavis	YES
Time/Date: 15:17:00 03/20/14			

To Be Served: Penrod, Jeff

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1050 Paint Pony Dr, Geronimo Estates, Payson	White, C		NO
Time/Date: 15:00:00 03/03/14			

To Be Served: Pilcher, Robert L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
600 W Bonita St, Payson	White, C	Robert Leron Pilcher	YES
Time/Date: 16:20:00 03/24/14			

To Be Served: Ramos, Elizabeth M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	Dorsett, W W	Elizabeth M Ramos	YES
Time/Date: 14:00:00 03/04/14			
170 Tonto Creek Trail spc 25, Tonto Basin	White, C	Elizabeth Mae Ramos	YES
Time/Date: 14:34:00 03/05/14			
To Be Served: Randall, Karen			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
903 E Granite Dells Road Lot 3B, Payson	White, C	Karen Randall	YES
Time/Date: 09:32:00 03/06/14			
To Be Served: Ratliff, George A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W. Main St, Payson	White, C	GCSO Clipboard	YES
Time/Date: 11:14:00 03/18/14			
To Be Served: Rhyne, Kendall			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
714 S Beeline Highway, Payson	White, C	Probation Clipboard	YES
Time/Date: 11:29:00 03/18/14			
To Be Served: Richardson, David L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
215 W Aero Dr., Payson	White, C	David Leroy Richardson	YES
Time/Date: 11:40:00 03/05/14			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
372 S Rainbow Drive, Star Valley	White, C	Rhonda Lee Schutz	YES
Time/Date: 10:03:00 03/13/14			
To Be Served: Schofield, Timothy R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

100 S Beeline Highway, Payson	White, C	Timothy Schofield	YES
Time/Date: 11:05:00 03/13/14			
To Be Served: Schutz, Rhonda L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
372 Rainbow Dr / HC4 Box 20-36, Star Valley	White, C	Rhonda Lee Schutz	YES
Time/Date: 10:03:00 03/13/14			
To Be Served: Sparks, Ross E.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	Hensley, T J	Ross Eugene Sparks	YES
Time/Date: 11:17:00 03/26/14			
To Be Served: Spiecer, Laycie			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
405 S Beeline Highway Ste B, Payson	White, C	Laycie Spiecer	YES
Time/Date: 15:31:00 03/13/14			
To Be Served: Starr, Susan V.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
103 S Walters Lane, Star Valley	White, C	Susan Starr	YES
Time/Date: 11:59:00 03/18/14			
To Be Served: Staub, Candy			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5130 Fossil Creek lane, Strawberry	White, C	Candy Staub	YES
Time/Date: 12:10:00 03/04/14			
To Be Served: Stetson, Jeanne M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4916 German Ranch Road/HC1 Box 1266, Strawberry	White, C	Jean Marjorie Stetson	YES
Time/Date: 11:59:00 03/24/14			

To Be Served: Stevens, Julie L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
805 N Ponderosa, Payson	White, C		NO
Time/Date: 16:07:00 03/06/14			
805 N Ponderosa, Payson	White, C		NO
Time/Date: 10:13:00 03/07/14			
805 N Ponderosa, Payson	White, C		NO
Time/Date: 16:53:00 03/07/14			
452 E Friendly Elk Drive, Payson	White, C	Julie Stevens	YES
Time/Date: 10:21:00 03/10/14			

To Be Served: Thomason, Henry A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 15:43:00 03/06/14			
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 16:34:00 03/24/14			

To Be Served: Thompson, Barbara

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
918 S Mud Springs Road, Payson	White, C	Barbara Thompson	YES
Time/Date: 14:00:00 03/13/14			

To Be Served: Torok, Tamas P.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
972 N Deer Crk Drive, Deer Creek Village, Payson	White, C	Tamas Peter Torok	YES
Time/Date: 13:33:00 03/26/14			

To Be Served: Uptain, Leslie A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
100 N Tonto Street Ste 100, Payson	White, C		NO
Time/Date: 13:55:00 03/13/14			

To Be Served: Varga, Joni M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 15:35:00 03/06/14			

To Be Served: Varga, Mike

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
Time/Date: 11:09:00 03/13/14			

To Be Served: Vaughn, Rory

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 11:53:00 03/03/14			

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
212 Cedar Mill, Payson	White, C		NO
Time/Date: 16:17:00 03/31/14			
212 Cedar Mill, Payson	White, C	Amy Wacker	YES
Time/Date: 17:38:00 03/31/14			

To Be Served: Wacker, Heath J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
212 E cedar Mill Ct / PO box 620 85547, Payson	White, C		NO
Time/Date: 16:17:00 03/31/14			
212 E cedar Mill Ct / PO box 620 85547, Payson	White, C	Amy Wacker	YES
Time/Date: 17:38:00 03/31/14			

To Be Served: Wallace, Jesse A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 W Saddle, Payson	White, C		NO
Time/Date: 09:37:00 03/25/14			

1100 W Saddle, Payson White, C NO

Time/Date: 15:02:00 03/25/14

1400 S Beeline Highway, Payson White, C Jesse Wallace YES

Time/Date: 13:00:00 03/26/14

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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1308 N Easy Street, Payson	White, C		NO
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Time/Date: 15:33:00 03/31/14

To Be Served: Woods, Samuel P.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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2106 N Carrel Cir, Payson	White, C		NO
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Time/Date: 09:43:00 03/25/14

2106 N Carrel Cir, Payson	White, C	Samuel Woods	YES
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Time/Date: 16:55:00 03/26/14

To Be Served: Zaidi, Alia

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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1411 N Farview DR, Payson	White, C		NO
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Time/Date: 15:50:00 03/26/14

1411 N Farview DR, Payson	White, C		NO
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Time/Date: 15:58:00 03/26/14

To Be Served: Zimmerman, Matthew J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
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Time/Date: 15:35:00 03/06/14

Report Includes:

All dates between `00:00:00 03/01/14` and `23:59:59 03/31/14`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `PRCO`, All dispositions



MILEAGE FOR THE MONTH

March 2014

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
3/3	96			
3/4	80			
3/5	98			
3/6	78			
3/7	38			
3/10	71			
3/11	116			
3/12	102			
3/13	56			
3/14	94			
3/17	31			
3/18	120			
3/19	113			
3/20	31			
2/21	33			
3/24	90			
3/25	33			
3/26	75			
3/27	34			
3/28	66			
3/31	35			
DAYS	1490		0	

**Total Miles Driven By
The Constable's Office**

1490

March

2014

**GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA**

DATE 4/2/14

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Constables Ethics Standards + Training board writ fees collected

Account Code	Revenue Description	Amount
T9162061	CESTB - Writ fees collected March 2014	5 00
	1 @ 5 ⁰⁰	
	ck # 2352	
		5 00

Authorized Signature  7220 Title PTCO #354

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER 98387

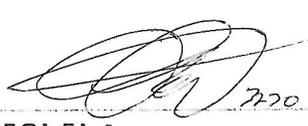
PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2352
91-527/1221 6128
0703680454

DATE 4/2/14

PAY TO THE ORDER OF Gila County Treasurer \$ 5⁰⁰
Five + No/100's DOLLARS

FOR Writ Fees - March

 7220

⑈0000002352⑈ ⑆122105278⑆ 0703680454⑈

ARF-2482

Consent Agenda Item 4. P.

Regular BOS Meeting

Meeting Date: 05/06/2014

Reporting Period: Clerk of the Superior Court's Office Monthly Report for March 2014

Submitted For: Anita
Escobedo

Submitted By: Vicki Aguilar, Chief Deputy Clerk of the
Superior Court, Clerk of the Superior
Court

Information

Subject

Clerk of the Superior Court's Office Monthly Report for March 2014

Suggested Motion

Acknowledgment of the March 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

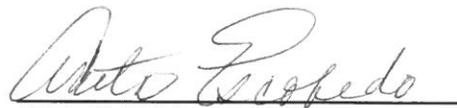
Clerk of Superior Court report for March 2014

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

**CLERK'S REPORT
FOR
MARCH 2014**

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

A handwritten signature in cursive script, appearing to read "Anita Escobedo", written in black ink. The signature is positioned above a horizontal line.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 4/8/2014 5:42:35 PM

Criteria : From Date : 3/1/2014 To Date : 3/31/2014

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	\$41522.62		(\$29169.89)		\$12352.73	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$16092.00			(\$3000.00)	\$13092.00	\$0.00
Agency Name : BOND REFUND									
ZBNDR	BOND REFUND	ZBNDR	BOND REFUND			\$900.00		\$900.00	\$0.00
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	\$50.00				\$50.00	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$3037.28		\$0.78		\$3038.06	\$151.90
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$15.25		\$2.00		\$17.25	\$0.86
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$121.99		\$16.00		\$137.99	\$6.90
		ZVAPB	30% INTERSTATE COMPACT	\$39.00				\$39.00	\$1.95
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$185.00				\$185.00	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$68.90		\$0.01		\$68.91	\$3.45

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZATT	ATTORNEY FEE REIMBURSEMENT	\$1610.00				\$1610.00	\$0.00
		ZFEE	BASE FEES (GENERAL FUND)	\$6289.21		\$1.63		\$6290.84	\$314.54
		ZFINE	BASE FINES	\$4354.46		\$493.14		\$4847.60	\$242.38
		ZFORF	BOND FORFEITURES			(\$900.00)	\$3000.00	\$2100.00	\$105.00
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$805.49		\$3.68		\$809.17	\$40.46
		ZCEF	CLEAN ELECTIONS FUND	\$422.71		\$50.60		\$473.31	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$87.75				\$87.75	\$4.39
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$4.62				\$4.62	\$0.23
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$51.23		\$0.00		\$51.23	\$2.56
		ZJDET	COUNTY JUV DETENTION	\$834.03		\$50.00		\$884.03	\$44.20
		ZCLLF	COUNTY LAW LIBRARY FUND	\$3035.50		\$0.78		\$3036.28	\$151.81
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$2126.13		\$243.51		\$2369.64	\$118.48
		ZDNAS	DNA STATE SURCHARGE	\$258.28		\$29.61		\$287.89	\$14.39
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1278.85		\$1.10		\$1279.95	\$64.00
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$382.22		\$0.10		\$382.32	\$19.12

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDREF	DOMESTIC RELATIONS EDUCATION	\$125.55				\$125.55	\$6.28
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1851.43		\$0.45		\$1851.88	\$92.59
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$261.53				\$261.53	\$13.08
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$259.54		\$0.07		\$259.61	\$12.98
		ZDCRT	DRUG COURT FEE FUND	\$330.00		\$60.00		\$390.00	\$19.50
		ZDUIA	DUI ABATEMENT FUND	\$170.00				\$170.00	\$8.50
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$433.16				\$433.16	\$21.66
		ZWITN	EXPERT WITNESS FUND	\$1860.00				\$1860.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$895.37		\$48.50		\$943.87	\$47.19
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$243.83		\$67.30		\$311.13	\$15.56
		ZEXT	EXTRADITION REIMBURSEMENT	\$180.00				\$180.00	\$0.00
		ZFAR2	FARE DELINQUENCY FEE	\$105.00				\$105.00	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$230.57				\$230.57	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$295.89		\$35.40		\$331.29	\$16.56
		ZCC	GEN JURIS CONCILIATION COURT	\$1515.45		\$4.78		\$1520.23	\$76.01

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZGCAT	GILA COUNTY ATTORNEY - 60%	\$4491.05		\$228.83		\$4719.88	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$748.49		\$38.13		\$786.62	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$2245.53		\$114.41		\$2359.94	\$0.00
		ZJF	JAIL (INCARCERATION) FEES			\$42.80		\$42.80	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1491.06		\$0.38		\$1491.44	\$74.57
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$3387.27		\$0.87		\$3388.14	\$169.41
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$182.27		\$30.59		\$212.86	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$338.54		\$56.83		\$395.37	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40			\$196.00		\$196.00	\$9.80
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40			\$784.00		\$784.00	\$39.20
		ZJS	JUVENILE PROBATION SERV FEES	\$1147.41		\$172.70		\$1320.11	\$66.01
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$585.66		\$67.13		\$652.79	\$32.64
		ZMISC	MISCELLANEOUS FEES	\$82.11		(\$44.00)		\$38.11	\$1.91

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$32.92				\$32.92	\$1.65
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$28.06		\$8.00		\$36.06	\$1.80
		ZPP	PASSPORT APPLICATION FEES	\$2075.00				\$2075.00	\$103.75
		ZPCOF	PRISON CONSTRUCTION AND	\$694.89				\$694.89	\$34.74
		ZPRS6	PROB SURCH 2006	\$2.02		\$10.00		\$12.02	\$0.60
		ZPBA	PROBATION FEE ADULT	\$19431.41		\$863.15		\$20294.56	\$1014.73
		ZPUBZ	PUBLIC DEFENDER FEES	\$399.10				\$399.10	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$734.72				\$734.72	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$116.56		\$0.37		\$116.93	\$5.85
		ZTECH	TECHNICAL REGISTRATION FUND	\$60.00		\$30.00		\$90.00	\$4.50
		ZVAF	VICTIMS ASSISTANCE FUND	\$91.00				\$91.00	\$4.55
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$85.00		\$225.00		\$310.00	\$15.50
		ZPRS9	ZPRS9	\$222.80		\$45.00		\$267.80	\$13.39
Agency Name : JUVENILE FAMILY COUNSELING FEE									
ZJFC	JUVENILE FAMILY COUNSELING FEE	ZJFC	JUVENILE FAMILY COUNSELING FEE	\$39.00		\$20.00		\$59.00	\$2.95
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	\$44.00		\$44.00		\$88.00	\$0.00

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

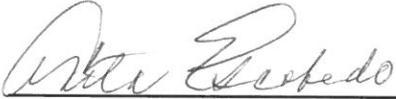
Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$356.30				\$356.30	\$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$17063.27		\$25126.26		\$42189.53	\$0.00
Total:				\$147605.28		\$0.00	\$0.00	\$147605.28	\$3214.08
LESS SHADED AREAS:								- 59,772.89	
								87,832.39	
LESS HOLD ACCOUNT:								- 12,352.73	
								75,479.66	
LESS FARE SERVICE FEES:								- 335.57	
								\$ 75,144.09	

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STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of MARCH, 2014.



ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 8TH day of APRIL 2014.



Deputy

ARF-2502

Consent Agenda Item 4. Q.

Regular BOS Meeting

Meeting Date: 05/06/2014

Reporting Period: April 1, 2014, and April 15, 2014

Submitted For:

Marian
Sheppard,
Clerk, BOS

Submitted By:

Laurie Kline, Deputy Clerk, Clerk of the
Board of Supervisors

Information

Subject

April 1, 2014, and April 15, 2014, Board of Supervisors' meeting minutes

Suggested Motion

Approval of the April 1, 2014, and April 15, 2014, Board of Supervisors' meeting minutes.

Attachments

BOS April 15, 2014 Meeting Minutes

BOS April 1, 2014 Meeting Minutes

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: April 15, 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; June Ava Florescue, Deputy Attorney Principal; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

Item 1 - CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Steve Sanders led the Pledge of Allegiance and Pastor Joe Hittle of Calvary Chapel in Payson delivered the invocation.

Item 2 - PRESENTATIONS:

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

Patricia Power (via telephone) provided a summary of the following recent legislative activities relevant to Gila County.

- Provided support for Vice-Chairman Martin's visit to Washington for the annual National Association of Counties (NACo) legislative meeting.
- Continued to discuss County priorities including forest health and wildfire threats and Four Forest Restoration Initiative (4FRI), transportation needs, including ongoing forest road projects and the Tonto Creek bridge, Payment in Lieu of Taxes (PILT) and Secure Rural Schools (SRS), Endangered Species Act decision impacts, water projects in Payson, and broader issues like immigration and education.

- Researched U.S. Department of Transportation programs like Federal Lands Access Program (FLAP).
- Prepared for Vice-Chairman Martin's visit to Washington for the Rural Action Caucus meeting in early April.

Chairman Pastor inquired as to the status of Moving Ahead for Progress in the 21st Century (MAP-21) to which Ms. Power replied that MAP-21 has been a strong focus of NACo but that MAP-21 will expire at the end of September 2014. Ms. Power added that there have been a lot of changes and consolidations to MAP-21 which have reduced funding; however, administration has prepared a bill to increase funding by 37 percent for an additional four years. Also, NACo has been made aware that MAP-21 has not been effective in Gila County per information provided by Gila County Public Works Directors.

Don McDaniel, County Manager stated that the NACo podcast is ready to play should it please the Board.

Ms. Power stated that Matthew D. Chase, Executive Director of NACo, produced a podcast "right on the spot" of Vice-Chairman Martin explaining the successful project of Gila County with regard to water bladders and forest fire control methods, at which time the audio only of the podcast was played as the video was not functioning properly. She added that the podcast is available for viewing on the NACo website.

Supervisor Marcanti inquired as to the delay with the 4FRI project, to which Vice-Chairman Martin replied that the chosen contractor has not performed well, and that the project was sold to another contractor in the Middle East who had a project start window of three to five years. Additionally, according to the original contract there should have been 15,000 acres cleared in the first year, 30,000 acres cleared in the second year and another 30,000 acres cleared in the third year; thus far, there have been approximately 1,500 acres cleared.

Chairman Pastor thanked Ms. Power for the presentation.

B. Presentation of the 2013 Annual Report for the Gila County Sheriff's Office.

Sheriff J. Adam Shepherd (via ITV) stated that this was the first annual report of its kind and that there was an approximate seven-percent savings in the total cost of the 2013 budget. Sheriff Shepherd gave a brief overview of the information contained in the report and then introduced Sarah White, Chief Administrative Officer, who described the labored process of preparing the annual report by manually extracting data from 15-year old software. She stated that in producing the annual report it was evident that performing an

audit and obtaining updated software would be necessary moving forward. Spillman Technologies, Inc. is the provider of the software currently in use by the Sheriff's Office and that company will be performing an update to the software system.

Vice-Chairman Martin appreciated the presentation and the opportunity for the success stories of the Sheriff's Office to be told and she emphasized the need for more vehicles to be available to the Sheriff's Office Posse volunteers; two in the Tonto Basin area and two in Globe.

Supervisor Marcanti inquired if the Sheriff was aware of any problems in the working relationship with the San Carlos Apache Tribe to which Sheriff Shepherd stated that there were not any issues presently and that there has been a good working relationship between the two entities.

Chairman Pastor inquired how the annual report would be disseminated to the public, to which Ms. White stated that it would be released to the media as a public service announcement. She stated that there would be a link available on the Sheriff's Office and Gila County websites. She added that the annual report would be printed for use as public outreach.

Item 3 – PUBLIC HEARINGS:

A. Information/Discussion/Action to adopt Resolution 14-04-02 to name a previously unnamed section of road in Tonto Basin as W. Desert Breeze Lane.

Steve Stratton, Public Works Division Director, stated that the Rural Addressing Department was contacted by a property owner with regard to naming a section of unnamed road. County policy was followed whereby a petition was sent to relevant adjoining parcel owners requesting street name suggestions. There was one suggestion submitted; however, it was rejected as it was not in compliance with County Ordinance No. 11-03. A second petition was received by Rural Addressing containing the name W. Desert Breeze Lane, which was accepted. A public notice was published in the Arizona Silver Belt, the official newspaper of record, for two consecutive issues, and there were no written objections received from the public during the comment period.

Chairman Pastor opened the public hearing and there being no comments; he closed the public hearing and asked for a motion. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution 14-04-02 to name a previously unnamed section of road in Tonto Basin as W. Desert Breeze Lane. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

B. Information/Discussion/Action to adopt Resolution 14-04-05 to name a previously unnamed section of road in Tonto Basin as N. Park View Lane.

Mr. Stratton stated that Ewing Land and Cattle, a real estate company, inquired about a parcel on N. McLellan Drive that had no address. The property owners on this street petitioned to name the unnamed section of road N. Park View Lane. The County Rural Addressing Analyst determined the global positioning system (GPS) location and mapped it accordingly. A public notice was published in the Arizona Silver Belt, the official newspaper of record, for two consecutive issues, and there were no written objections received from the public during the comment period.

Chairman Pastor opened the public hearing and there being no comments; he closed the public hearing and asked for a motion. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution 14-04-05 to name a previously unnamed section of road in Tonto Basin as N. Park View Lane. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

Item 4 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to adopt Proclamation No. 2014-04 to proclaim May 1, 2014, as the National Day of Prayer in Gila County.

Jerry Green of Payson provided information that National Day of Prayer was officially created in 1952 by a joint resolution of the U.S. Congress and signed into law by President Harry Truman and that since 1988 the first Thursday in May has been designated as the National Day of Prayer by the Governor of the State of Arizona and by the President of the United States of America. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Proclamation No. 2014-04 to proclaim May 1, 2014, as the National Day of Prayer in Gila County. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

B. Information/Discussion/Action to adopt Proclamation No. 2014-05 proclaiming April as "Fair Housing Month" in Gila County.

Malissa Buzan, Community Services Division Director, stated that this proclamation is designed to raise awareness of the Fair Housing Act of 1968, which was passed shortly after the assassination of Dr. Martin Luther King, Jr. The Act prohibits housing discrimination based on race, color, national origin, religion, sex, disability, and family status. Gila County would be joining a national effort to support fair housing by proclaiming April as Fair Housing Month. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board adopted Proclamation No. 2014-05 proclaiming April as "Fair

Housing Month" in Gila County. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

C. Information/Discussion/Action to adopt Resolution No. 14-04-06 which authorizes the execution of an Intergovernmental Agreement (ADOT File No. IGA/JPA 14-0004031-I) between Gila County and the State of Arizona, Department of Transportation for the construction of a bridge on Ewing Trail over Oak Creek in the Tonto Basin area of Gila County.

Steve Sanders, Public Works Division Deputy Director, stated that this item started in March 2009 as a project that would include a bridge over Oak Creek. At that time it was determined that it would cost upwards of \$17 million; therefore, the County would have been unable to complete the project. In July of 2013, the County was awarded funds from Central Arizona Governments' (CAG) Transportation Technical Advisory Committee (TTAC) in the amount of approximately \$1.3 million. Consequently, the County is able to proceed with this portion of the project by covering the difference of approximately \$650,000 to be paid from the ½ cent transportation excise tax fund.

Supervisor Marcanti inquired if the Arizona Department of Transportation (ADOT) would administer the project. Mr. Sanders explained that the design of the project will be done by Kimley-Horn and Associates, Inc. and that ADOT will bid, advertise, administer and oversee construction of the project. He added that the County will own and maintain the bridge upon completion of the project. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 14-04-06 which authorizes the execution of an Intergovernmental Agreement (ADOT File No. IGA/JPA 14-0004031-I) between Gila County and the State of Arizona, Department of Transportation for the construction of a bridge on Ewing Trail over Oak Creek in the Tonto Basin area of Gila County. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

D. Information/Discussion/Action to adopt Resolution No. 14-04-07 accepting the Final Report of the Gila County Transportation Study dated January 2014.

Mr. Sanders stated that on July 17, 2012, the Board approved the submission of a Planning Assistance for Rural Areas (PARA) study application to ADOT which was awarded. ADOT funded the study which was completed in January 2014, and selected Kimley-Horn and Associates Inc. to manage the study; therefore, no County funds were expended for the PARA study. Community outreach meetings were held to obtain community input with regard to the study and planning of future roads in Gila County. The study will be used as a "planning tool" for short and long term projects. Mr. Sanders stated that the study incorporates all other relevant plans regarding transportation planning for the County. The Board concurred that the PARA study was well prepared

and thorough. Mr. Sanders stated that if this item is approved by the Board, the Transportation Study would be published on the Gila County website for public viewing. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 14-04-07 accepting the Final Report of the Gila County Transportation Study dated January 2014. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

E. Information/Discussion/Action to approve Professional Services Contract No. 032814 with Kimley-Horn and Associates, Inc. to be billed on a time and materials basis per mutually agreed to hourly rates, in an amount up to but not more than \$18,000, to provide outreach services as a means of informing the public of the results and the importance of the Gila County Transportation Study.

Mr. Sanders stated that now that the Board has approved the Gila County Transportation Study it is important to get the information to the public. The County welcomes input from Gila County citizens and is planning for the transportation needs of the future and seeks to provide outreach services to various civic services throughout the County. He added that Kimley-Horn and Associates would be best to accomplish that outreach effort. Mr. Sanders requested that the Board provide a list of names of any organizations for which the Board would like the Transportation Study sent. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Professional Services Contract No. 032814 with Kimley-Horn and Associates, Inc. to be billed on a time and materials basis per mutually agreed to hourly rates, in an amount up to but not more than \$18,000, to provide outreach services as a means of informing the public of the results and the importance of the Gila County Transportation Study.

F. Information/Discussion/Action pursuant to A.R.S. §11-254.04 to find that to assist in the annual yearling auction/sale is an economic development activity because it will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of Gila County, and to authorize Public Works to supply requested equipment with Gila County certified operators for the Gila County Cattle Growers Association's annual yearling auction/sale for the period of April 17-24, 2014.

Steve Stratton, Public Works Division Director, stated that a request to the County was received from the Gila County Cattle Growers Association to support the annual yearling auction/sale this year which is being held to sell approximately 600 head of cattle. It is agreed by both parties that only Gila County employees, who are certified equipment operators will operate the equipment, which may or may not include a water truck, blade and back hoe.

He added that all work will be performed on the employee's personal time, not County time.

Supervisor Marcanti agreed that this activity brings tax dollars to the County. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously found that to assist in the annual yearling auction/sale is an economic development activity because it will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of Gila County, and authorized Public Works to supply requested equipment with Gila County certified operators for the Gila County Cattle Growers Association's annual yearling auction/sale for the period of April 17-24, 2014.

G. Information/Discussion/Action for the Board of Supervisors to declare one 1988 Koehring crane (serial number 76808) as surplus in order to sell the crane at an auction that will be held by Ritchie Brothers Auctioneers in Phoenix, Arizona on April 24, 2014.

Mr. Stratton stated that the crane, as described above, was acquired from the Gila County Sheriff's Office and that the military crane operator retired; he added that there are no other crane operators working for the County at this time. He then suggested that the money received from selling this crane at an auction may be applied to the purchase of a multi-use machine which would be brought to the Board for approval in the future. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously declared one 1988 Koehring crane (serial number 76808) as surplus in order to sell the crane at an auction that will be held by Ritchie Brothers Auctioneers in Phoenix, Arizona on April 24, 2014.

Item 5 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval of an Intergovernmental Agreement (Contract No. GRA-RC004-13-0556-01-Y2) between Gila County and First Things First in the amount of \$190,000 which allows the renewal of an agreement between both parties for the Gila County Health Department to continue to provide Healthy Steps Program services for the period of July 1, 2014, through June 30, 2015.

B. Approval of the Prevention Services Agreement between Cenpatico Behavioral Health of Arizona, LLC, and Cenpatico of Arizona, Inc. (collectively referred to as "Cenpatico") and Gila County Division of Health and Emergency Services in the amount of \$23,000 for the period of July 1, 2013, to June 30, 2014, which will be used to hire a part-time

community educator to address underage drinking and prescription drug abuse in Gila County.

C. Approval of an Intergovernmental Agreement between Gila County and the Town of Kearny, whereby the Town of Kearny Library will become a designated "Access Point" under the Workforce Investment Act for the period of January 1, 2014, through December 31, 2014.

D. Approval to accept the resignation letter from Dr. Michael Durham as Medical Examiner to Gila County, effective January 9, 2014, and terminate Professional Services Contract No. 072612 - Medical Examiner Services between Dr. Michael Durham and Gila County.

E. Approval of a Special Event Liquor License Application submitted by the Pinal Mountain Elk's Lodge of Globe, Arizona, to serve liquor at a wedding reception on May 3, 2014.

F. Approval of a Special Event Liquor License Application submitted by the Pinal Mountain Elk's Lodge of Globe, Arizona, to serve liquor at a wedding reception on June 14, 2014.

G. Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Copper Dust Stampede Rodeo on May 9-10, 2014.

H. Approval of the authorization to conduct horse racing on behalf of the Board of Supervisors at the Gila County Fairgrounds during the first two weeks in October of 2015, 2016, and 2017, at no cost to the County.

I. Acknowledgment of the January 2014 monthly activity report submitted by the Recorder's Office.

J. Acknowledgment of the February 2014 monthly activity report submitted by Recorder's Office.

K. Approval of the March 25, 2014, Board of Supervisors' meeting minutes.

L. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 17, 2014, to March 21, 2014; and March 24, 2014, to March 28, 2014.

M. Approval of finance reports/demands/transfers for the weeks of April 8, 2014, and April 15, 2014.

April 8, 2014

\$220,166.95 was disbursed for County expenses by check numbers 260837 through 260967.

April 15, 2014

\$2,061,114.39 was disbursed for County expenses by check numbers 260968 through 261122. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board approved Consent Agenda action items 5-A through 5-M.

Item 6 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

Item 7 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:40 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: April 1, 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 - INVOCATION

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Sheriff Shepherd led the Pledge of Allegiance and Reverend Rula Colvin of the St. Paul's United Methodist Church in Globe delivered the invocation.

Item 2 – PRESENTATIONS:

A. Recognition of the Gila County Sheriff's Office Posse volunteers from Globe and Payson by J. Adam Shepherd, Gila County Sheriff, for providing Courthouse security in Globe and Payson.

Sheriff J. Adam Shepherd gave formal recognition to the volunteers of the Sheriff's Office who "stepped up" during the courthouse transition in both northern and southern Gila County to help not only with court security, but also to assist with scene and event security, land and lake patrol, traffic control, parades, and community outreach health fairs. The volunteers also check to ensure that the water "bladders" are not damaged and are ready to use in the event of a wild land fire emergency as well as coordinating the "Fishing with An Attitude" event held at Roosevelt Lake for residents of Gila County. Sheriff Shepherd stated that during the last fiscal year over 17,000 hours in volunteer services were provided to the County which equated to over a half a million dollars, if a comparison was made with a Deputy's salary. William Carlson, Detention Officer Lieutenant, read the names of the Sheriff

Office Posse volunteers in Payson as follows: Keith Beech, Jerry Bryant, Steven DeSanto, Bobby Giarraputo, Donald Mahr, (who was present in Payson), Kevin Norton, Melvin Palmer, Steve Peacock, Troy Sessions, Richard Uskat, and Michael and Patricia White. Sheriff Shepherd then recognized Rodney Cronk, Deputy Sheriff Sergeant, who was also present in Payson. He asked that Keith Thompson, Deputy Sheriff Lieutenant/Patrol Commander, who is the southern Gila County liaison, and Johnny Holmes, Deputy Sheriff Detective, who is the northern Gila County liaison, accept an award plaque for each organization. He mentioned Bill Keagle, Bill Newman and John Stemm, who were present in Globe and announced that each member of the Sheriff's Office Posse will receive a "thank you" letter from the Sheriff.

The Board members thanked the Sheriff's Office Posse volunteers. Vice-Chairman Martin expressed that she would like to have two more vehicles supplied to the volunteers to facilitate the work performed for the County.

B. Presentation of the Teacher of the Year 2013-14 award to Ms. Halli Kinnick of Payson High School by Dr. Linda O'Dell, Gila County School Superintendent.

Dr. Linda O'Dell, School Superintendent, (via ITV) described the selection and interview process for the Arizona Rural Schools Association Teacher of the Year competition. She stated that Anna Van Zile, Student Achievement Team Leader, who was present in the Payson audience, nominated Ms. Halli Kinnick for this award. Dr. O'Dell added that Ms. Kinnick represented Gila County very well in the above stated competition. She then provided highlights of the nomination letter and gave kudos and thanks to Ms. Kinnick for her hard work and dedication to excellence in teaching. Ms. Kinnick accepted the plaque and cash award and stated that she was very grateful and appreciated the County honoring the educators in the world.

The Board thanked Ms. Kinnick. Don McDaniel, County Manager, added that Johnny Ketchem, Payson Unified School District Interim Superintendent, was present in the Globe audience. Mr. Ketchem thanked Ms. Kinnick for all her hard work.

Item 3 – PUBLIC HEARINGS:

A. Information/Discussion/Action to adopt Ordinance No. 2014-02-Wastewater, which rescinds Gila County Ordinance No. 01-2-Wastewater and becomes effective May 1, 2014.

John (Jake) Garrett, Environmental Engineering Manager of the Community Development Division, explained that by adopting this ordinance, the County will have the ability and authority to address all local wastewater issues. The

modifications to Ordinance No. 01-02-Wastewater adopted in 2001 will also accomplish the following:

1. Conforms ordinance language to the responsible Gila County Division, Community Development Division and technical wastewater terms that have changed in the ensuing years;
2. Reorganizes the ordinance for additional clarity;
3. Updates the “Gila County Listing Course” education minimum qualification standards from the original start-up language to currently applicable language that incorporates available statewide education offerings;
4. Defines a “documented history” of reporting inaccurate results, producing inadequate designs, or other actions that may result in violations of AAC Title 19, Chapter 9, Article 1 & 3;
5. Defines additional design activities that can be performed by those other than professional engineers;
6. Expands the scope of the ordinance to include additional ADEQ (Arizona Department of Environmental Quality) delegated permits; and
7. Includes language providing for violations of the ordinance and environmental health regulations for which the Wastewater Department has responsibility, to be handled through Gila County Ordinance No. 05-01, titled Gila County Hearing Officer Rules of Procedures.

Supervisor Marcanti inquired if there would be changes to the approval process for residents having a new septic system installed, to which Mr. Garrett replied that there would not be changes to that portion of the process at this time.

Chairman Pastor commented that he was glad to learn that the County is providing education for contractors, subcontractors, and private homeowners as it is beneficial to residents of Gila County.

Chairman Pastor opened the public hearing at this time.

Rula Colvin of Globe, Arizona inquired if the County had a list of qualified contractors within the community to perform percolation testing and if that list is available to the public. Mr. Garrett replied that there is a list entitled the “Gila County Contractors List” and it is available on the Gila County website as well as at the Community Development offices.

There being no further public comment, Chairman Pastor closed the public hearing and asked for a motion. Upon motion by Vice-Chairman Martin,

seconded by Supervisor Marcanti, the Board unanimously adopted Ordinance No. 2014-02-Wastewater, which rescinds Gila County Ordinance No. 01-2-Wastewater and becomes effective May 1, 2014. **(A copy of the Ordinance is permanently on file in the Board of Supervisors' Office.)**

B. Information/Discussion/Action to adopt Resolution 14-04-01 to name a previously unnamed section of road in Miami as S. Cotton Road.

Steve Stratton, Public Works Division Director, stated that on February 19, 2013, the Assessor's Office requested that the Rural Addressing Department verify two physical addresses south of Mackey Camp Road in Miami. Letters were sent to the parcel owners which provided for a comment period. An alternate name was submitted; however, the parcel owner who submitted the proposed name for the road did not follow through with the petition requirement of the road-naming process. A public notice was published in the Arizona Silver Belt, the official newspaper of record, for two consecutive issues, and there were no objections received by Rural Addressing personnel during the comment period.

Chairman Pastor inquired as to the designation of the road. Mr. Stratton replied that this road would be designated as a "non-system" road that would not be maintained by the County, and he added that it is being named for addressing purposes.

Chairman Pastor opened the public hearing and there being no comments; he closed the public hearing and asked for a motion. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution 14-04-01 to name a previously unnamed section of road in Miami as S. Cotton Road. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

Vice-Chairman Martin stated that she had another meeting to attend at 1:00 p.m. and would have to leave today's meeting at 11:30 a.m. She requested that Chairman Pastor address regular agenda items 4-E and 4-L at this time. Chairman Pastor fulfilled the request.

Item 4 – REGULAR AGENDA ITEMS:

E. Information/Discussion/Action to authorize the expenditure of funds to the County Supervisors Association of Arizona building maintenance fund; and to commit to the continued support to ensure sufficient capitalization of the fund.

Jeff Hassenius, Finance Division Director, provided background information regarding the County's collaboration with all 15 Arizona counties by being members of the County Supervisors Association (CSA) of Arizona. He added

that the County has been a member of CSA for over 30 years and that the membership has been beneficial to ensure that constituents are not only heard, but topics of interest are addressed at the highest level possible. There is a special assessment request from CSA to all 15 Arizona counties in order to maintain the CSA facility, which is located in Phoenix. The CSA facility is available for all county supervisors and professional staff as they conduct business at the state Capitol or in the Phoenix area. The CSA Board of Directors' goal is to recapitalize the building maintenance fund to \$300,000 by fiscal year 2014-2015. The building maintenance fund has not been at that level since its last capitalization in 2003-2004.

The fund request is for a \$5,000 assessment per county in the current 2013-2014 fiscal year; a \$15,000 assessment per county in fiscal year 2014-2015; and an ongoing annual assessment of \$6,700 per county beginning in fiscal year 2015-2016. Mr. Hessenius added that this building maintenance fund is for building maintenance and technology *only* – it is not for CSA personnel or operating costs.

Vice-Chairman Martin expressed appreciation for having the CSA building location on State Capitol grounds because she utilizes it frequently. She added that the elevator water tower in the building needs some maintenance in order to keep the building in an upgraded condition and she was in favor of the assessment.

Supervisor Marcanti agreed with Vice-Chairman Martin, and emphasized that the funding request was made to all of the 15 Arizona counties.

Chairman Pastor stated that there were some concerns brought up at a recent CSA meeting from representatives of some of the outlying counties; however, he was in agreement with moving forward with the assessment request. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously authorized the expenditure of funds to the County Supervisors Association of Arizona building maintenance fund; and committed to the continued support to ensure sufficient capitalization of the fund.

L. Information/Discussion/Action regarding changes in the Arizona Local Government Employee Benefit Trust for Gila County's employee insurance and benefit plans to be effective as of July 1, 2014, as follows:

- 1. Increase the amount of basic life insurance coverage from \$10,000 to \$20,000 per employee;**
- 2. Establish a standard base contribution rate for health insurance premiums for employees participating in the High Deductible Health Plan at \$60 per month for employee-only coverage, and \$296 per month for family coverage with a continuation of the \$20 per month discount for all employees who participate in the annual Health Risk Assessment (HRA);**

- 3. Establish Gila County's base contribution rates for the new Health Savings Account System at \$10 per month for single employee coverage and \$25 per month for family coverage; and,**
- 4. Establish a dollar-for-dollar matching contribution into the Health Savings Account System up to an additional \$40 per month for single employee coverage and \$75 per month for family coverage.**
- 5. Establish a standard contribution rate for employees who choose the Any Dentist Dental Plan at an additional \$3.10 per month for employee-only coverage, and \$7.40 per month for family coverage to cover the additional cost of that plan's premiums.**

Jacque Griffin, Assistant County Manager/Librarian, read the bullet points as listed above and briefly summarized the major changes in the benefits plan as follows: 1); an additional medical, vision and dental plan will be available to employees to provide a choice of plans that best suits the needs of the individuals or families insured, 2); changing the third party administrator from Meritain Health to Gilsbar Health and Benefit Management (Gilsbar).

Vice-Chairman Martin stated that she appreciated the explanation and that she was in favor of the changes.

Supervisor Marcanti thanked Ms. Griffin for simplifying the explanation. He added that although the changes will result in a 3% increase in cost to the County, the benefits are worth much more.

Chairman Pastor inquired if the Human Resources Department will be conducting informational meetings with staff, to which Ms. Griffin replied that staff from Gilsbar, the new third-party administrator, and Erin Collins, the Trust administrator, will be onsite in Globe on April 30th and Payson on May 1st to facilitate voluntary employee meetings; to answer questions at the beginning of the open-enrollment period of July 1, 2014.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved changes in the Arizona Local Government Employee Benefit Trust for Gila County's employee insurance and benefit plans to be effective as of July 1, 2014, as follows:

1. Increase the amount of basic life insurance coverage from \$10,000 to \$20,000 per employee;
2. Establish a standard base contribution rate for health insurance premiums for employees participating in the High Deductible Health Plan at \$60 per month for employee-only coverage, and \$296 per month for family coverage with a continuation of the \$20 per month discount for all employees who participate in the annual Health Risk Assessment (HRA);

3. Establish Gila County's base contribution rates for the new Health Savings Account System at \$10 per month for single employee coverage and \$25 per month for family coverage; and,
4. Establish a dollar-for-dollar matching contribution into the Health Savings Account System up to an additional \$40 per month for single employee coverage and \$75 per month for family coverage.
5. Establish a standard contribution rate for employees who choose the Any Dentist Dental Plan at an additional \$3.10 per month for employee-only coverage, and \$7.40 per month for family coverage to cover the additional cost of that plan's premiums.

At this time, Chairman Pastor returned to Regular Agenda item 4-A.

A. Information/Discussion/Action to accept a donation from Capstone Mining Corp.-Pinto Valley Operations to the Gila County Recycling and Landfill Department in the amount of \$3,000 to purchase parts for the County's Refurbished Bike Program.

Sharon Winters, Solid Waste Operations Manager, stated that the County received a check for \$3,000 and a letter from Capstone Mining Corporation, Pinto Valley Operations in support of the County Refurbished Bike Program. She added that a community review team is in place to determine how the funds are spent. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously accepted a donation from Capstone Mining Corp.-Pinto Valley Operations to the Gila County Recycling and Landfill Department in the amount of \$3,000 to purchase parts for the County's Refurbished Bike Program.

Ms. Winters added that 8 bikes will be donated to the Roosevelt Easter Egg Hunt for 8 children to find. Chairman Pastor thanked Ms. Winters for her efforts.

Vice-Chairman Martin left the meeting at this time to go to another meeting.

B. Information/Discussion/Action to adopt Proclamation No. 2014-02 to proclaim April 2014 as National County Government Month in Gila County and to encourage all Gila County officials, employees, schools and residents to participate in related activities throughout the month.

Sherry Grice, Executive Administrative Assistant; Sarayl Shunkamolah, Management Associate; and Cheryl Sluyter, Executive Administrative Assistant (via ITV) in Payson, worked in consort to prepare this item. Ms. Grice addressed the Board first and stated that the National Association of Counties, (NACo) encourages counties to actively promote county government services and programs. She added that 2014 marks the ninth year of celebrating National County Government Month in Gila County. She invited all to visit the

display located in the former Human Resources Department in the Globe Courthouse. She stated that a “fun fact” will be published in community newspapers throughout the month of April.

Ms. Shunkamolah added that there are events which will be held during the month of April, but most of the information will be delivered through the Gila County website highlighting current events in the County. There will be an open house held on Monday, April 14th, where County offices will be open for residents to come and learn about various departments and their function. Another event will be joining the Cobre Valley Regional Medical Center’s Health Fair where staff from the Health Prevention and WIC (Women, Infants and Children) programs will be present to answer questions.

Ms. Grice continued by explaining the “Recycling in our Environment Poster and Essay” contest for children in the local community. The posters are collected and displayed in the Board of Supervisors’ hearing room throughout the month of April and at the end of the contest each participant will receive a prize.

Ms. Sluyter added that there is a display promoting County Government Month in Gila County out in front of the conference room in Payson. She encouraged employees to visit other County departments to learn about what others do for the County.

Ms. Shunkamolah thanked Jeffrey Baer, Director of Education Programs, for the assistance provided updating the Gila County website with regard to this event, and Sharon Winters, Solid Waste Operations Manager, for assisting with the Recycling in our Environment Poster and Essay contest. Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board adopted Proclamation No. 2014-02 proclaiming April 2014 as National County Government Month in Gila County and encouraged all Gila County officials, employees, schools and residents to participate in related activities throughout the month. **(A copy of the Proclamation is permanently on file in the Board of Supervisors’ Office.)**

C. Information/Discussion/Action to adopt Proclamation No. 2014-03 proclaiming April 6-12, 2014, as the Week of the Young Child™ in Gila County and to encourage all citizens to work to ensure that each and every child experiences the type of early environment—at home, at child care, at school, and in the community—that will promote early learning.

Ms. Griffin stated that the Week of the Young Child™ is an annual celebration sponsored by the National Association for the Education of Young Children, the world’s largest early childhood education association. The purpose of the Week of the Young Child™ is to focus public attention on the needs of young children and their families and to recognize the early childhood programs and services

that meet those needs; this marks the third year of participation in Gila County. Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board adopted Proclamation No. 2014-03 proclaiming April 6-12, 2014, as the Week of the Young Child™ in Gila County and encouraged all citizens to work to ensure that each and every child experiences the type of early environment—at home, at child care, at school, and in the community—that will promote early learning. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

D. Information/Discussion/Action to approve a Law Enforcement Mutual Aid Agreement between the San Carlos Apache Tribe, Gila County Sheriff, and Gila County Attorney for a period of five years from the initial effective date of the Agreement.

Bryan Chambers, Deputy Attorney Principal, advised that this agreement is essentially formalizing the mutual aid agreement between the three entities as stated above. The agreement has been approved by the three entities and it will be referenced and resourced by the three parties.

Supervisor Marcanti confirmed with Mr. Chambers that this is not a new arrangement, but this agreement formalizes the current arrangement, to which Mr. Chambers replied that this agreement helps to formalize the arrangement. Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board approved a Law Enforcement Mutual Aid Agreement between the San Carlos Apache Tribe, the Gila County Sheriff, and the Gila County Attorney for a period of five years from the initial effective date of the Agreement.

F. Information/Discussion/Action to approve Intergovernmental Agreement No. 022414 between Gila County and the City of Globe whereby upon request from the City of Globe, the County will provide excess granite resurfacing material on occasion and when available during the time period of March 18, 2014, to March 17, 2015, for use in the City's park recreational facilities.

Mr. Hessenius stated that this Intergovernmental Agreement allows the City of Globe to request granite resurfacing material that is owned by the County for use in local parks and recreational areas for the benefit of County residents. Granite will be provided to the City of Globe at the County's discretion, and the County will determine whether or not there is excess granite available to provide to the local parks and recreational areas. Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board approved Intergovernmental Agreement No. 022414 between Gila County and the City of Globe whereby upon request from the City of Globe, the County will provide excess granite resurfacing material on occasion and when available during the time period of March 18, 2014, to March 17, 2015, for use in the City's park recreational facilities.

Chairman Pastor briefly recessed the meeting for approximately 5 minutes and he reconvened the meeting at 11:21 a.m.

G. Information/Discussion/Action to approve Lease Agreement No. 102113 with the Arizona Public Safety Foundation to lease the Go Kart Track at the Gila County Fairgrounds for a period of two years upon execution of the agreement by both parties, which includes two one-year renewal options.

Mr. Hessenius stated that the Gila Monster Go Karts (GMGK) have been facilitating go kart racing at the Gila County Fairgrounds by obtaining a special-use permit annually. The GMGK recently partnered with the Arizona Public Safety Foundation which is a 501(c) 3 organization. If the Board approves this lease agreement it will eliminate the need to issue a special-use permit annually to the GMGK. The agreement would also afford the GMGK the opportunity to operate *through* the Arizona Public Safety Foundation, to pursue possible track improvements, and continue to provide go kart racing events to Gila County residents at a cost of \$10 per year.

Supervisor Marcanti inquired of Mr. Stratton if the County would incur any additional costs for track maintenance or utilities. Mr. Stratton indicated that the GMGK would continue to pay the utilities and the County will continue to do regularly scheduled maintenance to the track. He added that this agreement indemnifies the County on Arizona Public Safety Foundation's insurance. Chairman Pastor commented that the all-terrain vehicle (ATV) group has expressed interest in having an event at the race track at the Fairgrounds, and he asked if that is the reason for mention of the "Long-Range Plan" in the agreement. Mr. Stratton affirmed that was correct, and to ensure that the County, as well as other interested groups, will have involvement in the planning of future activities at the Fairgrounds. He added that this is one of the issues that were identified in Terry Doolittle's report. (Mr. Doolittle was hired by the County to review all functions of the Gila County Fairgrounds and he issued a written report of his findings.) Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board approved Lease Agreement No. 102113 with the Arizona Public Safety Foundation to lease the Go Kart Track at the Gila County Fairgrounds for a period of two years upon execution of the agreement by both parties, which includes two one-year renewal options.

H. Information/Discussion/Action to approve Professional Consulting Services Contract No. 030714-1 with Stantec Consulting Services, Inc. for the Russell Road pedestrian safety construction design.

Mr. Stratton, provided information regarding the portion of Russell Road from Golden Hill Road to Rose Mofford Way. He advised that ever since the County built offices in that area, it has increased the amount of traffic which has dramatically impacted the residents. The Board approved the purchase of a

parcel located at 5709 S. Russell Road which is adjacent to property that is currently owned by the County. A transportation study revealed that approximately 2,200 vehicles traverse this portion of the road per day. In order to design and create a safer environment for the residents in that area, it is necessary to procure the professional services of Stantec Consulting Services, Inc., specifically Chuck Williams formerly of the now dissolved C. L. Williams Consulting Inc. Stantec Consulting Services, Inc. has agreed to charge the County lower rates previously agreed to with C. L. Williams, rather than higher rates that would be charged to new customers. He continued by stating that a public meeting was held where three residents attended. Consequently, the plan was modified in order for the busses to pull completely off of the roadway. Additionally, the schools that have bus routes in this area have agreed to alter the bus route if necessary, and the U.S. Postal Service has agreed to install Neighborhood Delivery Collection Box Units contingent on the County purchasing them. Although this increases the cost to the County, it is still advisable to proceed with the project in the interest of the safety of Gila County residents.

Chairman Pastor inquired if Mr. Stratton knew approximately how many Neighborhood Delivery Collection Box Units would need to be purchased, to which Mr. Stratton did not have an answer. He stated that he has asked that question to the Postmaster in Globe; however, he has not received an answer.

Chairman Pastor also inquired if the homes on the side streets would be a part of the project. Mr. Stratton replied that it would be advisable to include the side streets as well as the residences on Russell Road.

Supervisor Marcanti inquired if there would be a safe area for school busses to pick up children during the road construction. Mr. Stratton indicated that the design includes a safe area to pick up the children during construction, which may include a temporary bus stop site on each end of road construction area. Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board approved Professional Consulting Services Contract No. 030714-1 with Stantec Consulting Services, Inc. for the Russell Road pedestrian safety construction design.

I. Information/Discussion/Action to direct staff to begin the process to dispose of Rialto Street in the South Globe Subdivision.

Steve Sanders, Public Works Division Deputy Director, stated that the South Globe Subdivision was created and recorded in 1909. Some of the roads in the subdivision have been constructed; however, some of the roads in the subdivision have never been constructed and exist only on paper. Rialto Street has not ever been constructed, nor is it feasible to construct due to the fact that it is platted down a canyon on the side of a hill. He added that there are alternate access roads for the property owners that live on this road. The

property owners have been contacted and are in support of starting the process of abandoning the road.

Chairman Pastor asked for clarification with regard to the number of property owners this would impact and their access should property owners decide to subdivide the parcels. Mr. Sanders described the area and parcels and ownership, but stated that he would provide the Board with a hand-out designating ownership more specifically as soon as possible. Additionally, he stated that in the future he would provide an aerial photo to the Board. Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board directed staff to begin the process to dispose of Rialto Street in the South Globe Subdivision.

Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board adjourned as the Gila County Board of Supervisors and convened as the Gila County Library District Board of Directors.

J. Information/Discussion/Action to approve Grantee Agreement No. GRA-RC004-14-0616-01 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and Gila County Library District in the amount of \$85,000 for fiscal year July 1, 2014, through June 30, 2015.

Ms. Griffin stated that this is the annual opportunity for the County to renew the First Things First Parent Education Community-Based Training Grant for an additional 12 months, of which this is year two of the grant's three-year cycle. The grant provides for a \$20,000 increase over the previous period. She added that the Dolly Parton Imagination Library Program provides books to children up to age five. The First Things First Program provides books up to age six. Renewal of this grant will include the County Library District's request to utilize funding in order to provide a parent/child interaction through that 12-month gap. The children will be signed up to receive a subscription to a 40-page magazine with age appropriate material. The Library District has delivered this program for approximately five years and it has been well-received by Gila County residents. Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board approved Grantee Agreement No. GRA-RC004-14-0616-01 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and Gila County Library District in the amount of \$85,000 for fiscal year July 1, 2014, through June 30, 2015.

K. Information/Discussion/Action to approve the renewal of Grantee Agreement No. GRA-RC029-13-0533-01 Y2 that is between the San Carlos Apache Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and the Gila County

Library District, in the amount of \$70,000 for the period July 1, 2014, through June 30, 2015.

Ms. Griffin stated that this is approximately the second full year of providing services in the San Carlos Apache Tribe region. This particular grant provides the Library District the opportunity to offer the same services to all of the children in Gila County; which includes offering the same magazines to children five years of age in the San Carlos region. Currently there are approximately 450 children served in the San Carlos region and the goal is to increase the number to 800 children served in the San Carlos region. Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board approved the renewal of Grantee Agreement No. GRA-RC029-13-0533-01 Y2 that is between the San Carlos Apache Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and the Gila County Library District, in the amount of \$70,000 for the period July 1, 2014, through June 30, 2015.

Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board adjourned as the Gila County Library District Board of Directors and reconvened as the Gila County Board of Supervisors.

Item 5 – 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 ratify the submission of a grant application by the Gila County Attorney's Office to the Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Program in the amount of \$74,889 consisting of \$18,722 in state funds, \$37,444 in federal funds, and \$18,723 in County matching funds for the salary and ERE for one full-time prosecutor.

B. Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract No. ADHS13-041539) between the Arizona Department of Health Services and Gila County for the continued provision of Immunization Program services for the period of January 1, 2014, through December 31, 2017.

C. Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract No. ADHS13-034421) between the Arizona Department of Health Services and Gila County in the amount of \$191,708 for the continued provision of Teen Pregnancy Prevention Program services for the period of January 1, 2014, through December 31, 2017.

D. Approval of the Chairman's signature on a Memorandum of Understanding Revision Request by the Arizona Department of Homeland Security for Project No. 130300-01 Communications Unit Training.

E. Approval of a Special Event Liquor License Application submitted by the Lion's Club of Globe, Arizona, Inc. to serve liquor at the annual National Rifle Association's Dinner/Fund Raising Event on April 19, 2014.

F. Membership changes for the Public Safety Personnel Retirement System Local Board of Directors, as follows: Approval to appoint Ken Volz to fill the unexpired term of office for Ophelia James, beginning April 1, 2014, through December 31, 2015; and acknowledgment of the election of Johnny Holmes, beginning September 25, 2013, through December 31, 2016.

G. Approval to reappoint Lori Brown, Dave Cook, Fred Jimenez, and Albert Hunt to the Gila County Cooperative Extension Advisory Board retroactive from January 1, 2014, through December 31, 2015 acknowledge the resignation of Letha Cline; and appoint Diana Hemovich to fill a vacancy on said Board to serve a term beginning April 1, 2014, through December 31, 2015.

H. Acknowledgment of the February 2014 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

I. Acknowledgment of the February 2014 monthly activity report submitted by the Globe Regional Constable's Office.

J. Acknowledgment of the February 2014 monthly activity report submitted by the Payson Regional Constable's Office.

K. Acknowledgment of the February 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.

L. Approval of the March 4, 2014, and March 18, 2014, Board of Supervisors' meeting minutes.

M. Acknowledgment of the Human Resources reports for the weeks of March 04, 2014, March 11, 2014, March 18, 2014, and March 25, 2014.

MARCH 4, 2014

DEPARTURES:

1. Mary Stemm – Library District – Library Assistant Senior – 04/04/14 – Library Assistance Fund – DOH 07/15/02 – Retirement
2. Victoria Sanchez – School Superintendent's Office – Administrative Assistant – 03/07/14 - General Fund – DOH 10/15/12 - Resignation

NEW HIRES:

3. Sandra Pena – Health and Emergency Services – Communicable Disease Specialist – 03/10/14 – Bio Terrorism Program Fund – Replacing Khadija Taaka-Patch
4. Kerri Fucci – Sheriff’s Office – Administrative Clerk – 03/10/14 – General Fund – Replacing Ashlie Enfield-Goss
5. Joshua Beck – Health and Emergency Services – Public Health Emergency Preparedness Manager – 03/10/14 – Bio Terrorism Program Fund – Replacing Leana Asberry

END PROBATIONARY PERIOD:

6. Clifton Mitchell – Public Works – Solid Waste Operations Worker Senior – 03/09/14 – Recycling and Landfill Management Fund

OTHER ACTIONS:

7. Debra Williams – Health and Emergency Services – Deputy Director of Emergency Services – 02/10/14 – From General(.95)/Bio Terrorism Program Funds(.05) – To General Fund – Change in fund codes

REQUEST TO POST:

8. Library District – Public Services Librarian – Vacated by Mary Stemm
9. School Superintendent’s Office – Administrative Assistant – Vacated by Victoria Sanchez

MARCH 11, 2014

DEPARTURES:

1. Lauryn Mooney – Probation – Administrative Clerk Senior – 03/14/14 – State Aid Enhancement Fund – DOH 01/31/11 – Resignation
2. Courtland Bell – Probation – Juvenile Detention Officer – 03/14/14 – General Fund – DOH 05/27/13 – Resignation
3. Brian Tackett – Community Services – Temporary Housing Rehabilitation Specialist – 02/28/14 – Housing Fund – DOH 05/09/13 – End of temporary assignment
4. Jacob Martin – Sheriff’s Office – Detention Officer – 03/11/14 – General Fund – DOH 08/20/12 – Resignation

NEW HIRES:

5. Heather Lutye – Probation – Administrative Clerk Senior – 03/17/14 – General(.8)/Diversion Consequences(.2) Funds – Replacing Linda Shelby
6. Penni Padgett – Sheriff’s Office – Public Health Nurse – 03/10/14 – General Fund – Replacing Jessica McCamy

TEMPORARY HIRES TO COUNTY SERVICES:

7. Austin Payne – Constituent Services II – Temporary Laborer – 03/17/14 – General Fund – Replacing Scott Noline
8. Curtis Johnson – Constituent Services II – Temporary Laborer – 03/17/14 – General Fund – Replacing Gabriel Andrade

END PROBATIONARY PERIOD:

9. Travis Baxley – Sheriff’s Office – Task Force Commander – 04/01/14 – Drug Gang Violent Crime Control Fund

DEPARTMENTAL TRANSFERS:

10. Johnathan Bearup – From Clerk of the Superior Court – To Superior Court Administration – From Courtroom Clerk – To Deputy Court Administrator – 03/17/14 – General Fund – Replacing Jacque Durbin

MARCH 18, 2014

DEPARTURES:

1. Ray Tarango – Globe Regional Constable’s Office – Deputy Constable(.48) – 03/12/14 – General Fund – DOH 7/6/10 – Resignation
2. Coleen Stevens – Superior Court – Administrative Assistant – 03/07/14 – General Fund – DOH 12/20/04 – Resignation

NEW HIRES:

3. Kyle Scott – Public Works – Engineering Technician – 03/24/14 – Public Works Fund – Replacing William Rodgers

END PROBATIONARY PERIOD:

4. Teresa Chernov – Community Services – Community Services Worker – 04/07/14 – GEST Fund
5. Cate Gore – Elections – Administrative Clerk – 04/08/14 – General Fund

DEPARTMENTAL TRANSFERS:

6. Debra Tapia-Blair – From Probation – To County Attorney’s Office – From Administrative Clerk Senior – To Public Agency and Court Liaison – 03/17/14 – General Fund – Replacing Sharon Listiak

OTHER ACTIONS:

7. Christopher Heath – Public Works – Automotive Mechanic – 03/23/14 – Fleet Management Fund – Extending probationary period for 3 months

MARCH 25, 2014

DEPARTURES:

1. Clarence Rice – Sheriff’s Office – Detention Officer – 03/10/14 – General Fund – DOH 12/24/07 – Resignation
2. Beverly Valenzuela – Community Development – Executive Administrative Assistant – 05/09/14 – General Fund – DOH 09/16/78 – Retirement
3. Gloria Aguirre – Public Works – Accountant Senior – 05/01/14 – Public Works Fund – DOH 09/20/84 – Retirement
4. Daniel Gregson – Public Works – Building Maintenance Technician – 03/18/14 – General Fund – Unsuccessful completion of probationary period

END PROBATIONARY PERIOD:

5. Fred Lavin – Public Works – Road Maintenance and Equipment Operator Lead – 2/19/14 – Public Works Fund

DEPARTMENTAL TRANSFERS:

6. Derek Bartling – Public Works – From Automotive Mechanic – To Vehicle and Equipment Mechanic – 03/31/14 – From Fleet Management Fund – To Public Works Fund – Replacing Merle Ray

REQUEST TO POST:

7. Globe Regional Constable’s Office – Deputy Constable(.48) – Vacated by Ray Tarango

8. Public Works – Lube Specialist – Vacated by Merle Ray

N. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 3, 2014, to March 7, 2014; and March 10, 2014, to March 14, 2014.

O. Approval of finance reports/demands/transfers for the weeks of March 25, 2014, and April 1, 2014.

March 25, 2014

\$380,522.40 was disbursed for County expenses by check numbers 260507 through 260651.

April 1, 2014

\$1,660,857.58 was disbursed for County expenses by check numbers 260652 through 260836. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board approved Consent Agenda action items 5-A through 5-O.

Item 6 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

Item 7 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors,
Chairman Pastor adjourned the meeting at 11:52 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-2383

Consent Agenda Item 4. R.

Regular BOS Meeting

Meeting Date: 05/06/2014

Reporting Period: Human Resources reports for the weeks of 04/01/14, 04/08/14, 04/15/14, 04/22/14 and 04/29/14.

Submitted For: Erica Raymond **Submitted By:** Erica Raymond, Human Resources Assistant, Human Resources Department

Information

Subject

Human Resources reports for the weeks of April 1, 2014, April 8, 2014, April 15, 2014, April 22, 2014 and April 29, 2014.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of April 1, 2014, April 8, 2014, April 15, 2014, April 22, 2014 and April 29, 2014.

Attachments

April Human Resources Summary Report

04/01/14 Human Resources Report

04/08/14 Human Resources Report

04/15/14 Human Resources Report

04/22/14 Human Resources Report

04/29/14 Human Resources Report

HUMAN RESOURCES ACTION ITEMS
APRIL 1, 2014

DEPARTURES:

1. Jessica Madrid – Sheriff’s Office – Public Health Nurse – 03/30/14 – General Fund – DOH 03/29/12

NEW HIRES:

2. Jessica Palmer – Health and Emergency Services – Animal Regulations Enforcement Officer – 03/24/14 – Rabies Control Fund – Replacing Forrest Miller
3. Jose Frayrez – Probation – Juvenile Detention Officer – 04/07/14 – General Fund – Replacing Courtland Bell
4. Juliane DeSpain – Probation – Juvenile Detention Officer – 04/07/14 – General Fund – Replacing Michelle Dooly
5. Susan O’Connor – School Superintendent’s Office – Administrative Assistant (.38) – 04/07/14 – General Fund – Replacing Victoria Sanchez

DEPARTMENTAL TRANSFERS:

6. Marcus Teague Jr. – Sheriff’s Office – From Property and Evidence Custodian – To Detention Officer – 03/28/14 – General Fund – Replacing Braxton Bittner

OTHER ACTIONS:

7. Patty Comstock – Public Fiduciary – Public Fiduciary Services Specialist – 03/24/14 – General Fund – Extending probationary period for 3 months

REQUEST TO POST:

8. Sheriff’s Office – Public Health Nurse – Vacated by Jessica Madrid
9. Public Works – Building Maintenance Technician – Vacated by Daniel Gregson
10. Public Works – Automotive Mechanic – Vacated by Derek Bartling
11. Public Works – Flood Control Technician – Vacated by Sine Scott

HUMAN RESOURCES ACTION ITEMS
APRIL 8, 2014

DEPARTURES:

1. Barbara Valencia – Community Services – Temporary WIA Program Coordinator – 03/27/14 – Workforce Investment Act Fund – DOH 01/01/14
2. Brittany Gonzales – Sheriff’s Office – Detention Officer – 03/26/14 – General Fund – DOH 02/10/14
3. Lyndi Roberts – Probation – Juvenile Detention Officer – 04/05/14 – General Fund – DOH 04/13/09
4. Maria Brusoe – Community Services – Social Services Case Manager – 04/25/14 – CAP Fund – DOH 11/13/00
5. Layne Johnson – Sheriff’s Office – Deputy Sheriff – 03/31/14 – General Fund – DOH 06/01/09
6. Leitha Griffin – Recorder’s Office – Voter Registration Coordinator – 04/04/14 – General Fund – DOH 08/12/13

NEW HIRES:

7. Mary Charles – Sheriff’s Office – Detention Officer – 04/14/14 – General Fund – Replacing Christopher Lisenbee
8. Anthony Curtis II – Sheriff’s Office – Detention Officer – 04/14/14 – General Fund – Replacing Clarence Rice
9. Zada Shafer – Payson Regional Constable’s Office – Deputy Constable(.48) – 05/05/14 - General Fund – Replacing David Vaughn

END PROBATIONARY PERIOD:

10. Bethany Cheney – Health and Emergency Services – Worksite Wellness Coordinator(.50) – 04/07/14 – Population Health Policy Initiative Fund

DEPARTMENTAL TRANSFERS:

11. Ashlie Enfield-Goss – Sheriff’s Office – From Accounting Clerk Specialist – To Acting Property and Evidence Custodian – 03/31/14 – General Fund – Replacing Marcus Teague

OTHER ACTIONS:

12. Rachel Wright – Clerk of Superior Court – Court Clerk(.40) – 03/17/14 – General Fund – Temporary assignment

REQUEST TO POST:

13. Recorder’s Office – Recorder’s Clerk – Vacated by Melanie Boyer
14. Recorder’s Office – Voter Registration Coordinator – Vacated by Leitha Griffin
15. Public Works – Road Maintenance and Equipment Operator Senior – Vacated by Fred Lavin and John Griffin
16. Community Services – Social Services Case Manager – Vacated by Maria Brusoe

HUMAN RESOURCES ACTION ITEMS
APRIL 15, 2014

DEPARTURES:

1. Tom Mann – Public Works – Temporary Road Maintenance and Equipment Operator – 04/07/14 – Public Works Fund – DOH 09/04/06
2. Lasandra LaFrance – Sheriff’s Office – 911 Dispatcher – 04/03/14 – General Fund – DOH 01/06/14

NEW HIRES:

3. Pamela Beerens – Library District – Public Services Librarian – 04/28/14 – Library Assistance Fund – Replacing Mary Stemm

DEPARTMENTAL TRANSFERS:

4. Charles Adornetto – From Globe/Payson Regional Justice Courts – To Payson Regional Justice Court - Temporary Judge Pro Tempore – 04/08/14 – From Globe/Payson Justice Court Surcharge Funds – To Payson Justice Court Surcharge Fund - Globe Regional Justice Court services no longer needed

END PROBATIONARY PERIOD:

5. Sherlyn Willis – Sheriff’s Office – Inmate Counselor(.48) – 02/19/14 – General Fund
6. Johnny Sanchez – Sheriff’s Office – Chief Deputy Sheriff – 01/01/14 – General Fund
7. Bruce Tanner – Public Works – Vehicle and Equipment Mechanic Senior – 04/21/14 – Public Works Fund
8. Shayla Rincon – Globe Regional Justice Court – Justice Court Clerk Associate – 03/15/14 – General Fund

HUMAN RESOURCES ACTION ITEMS
APRIL 22, 2014

DEPARTURES:

1. Karen George – Clerk of Superior Court – Court Clerk – 04/21/14 – General Fund – DOH 6/26/06
2. Lorraine Dalrymple – Health and Emergency Services – Health Services Program Manager – 04/16/14 – Health Services Fund – DOH 08/30/01
3. Keri Fucci – Sheriff’s Office – Administrative Clerk – 04/15/14 – General Fund – DOH 03/10/14
4. Matthew Benson – Sheriff’s Office – Detention Officer – 04/27/14 – General Fund – DOH 12/31/12
5. Susan Dean – Sheriff’s Office – Administrative Clerk – 04/18/14 – General Fund – DOH 02/04/13

NEW HIRES:

6. Debra Espinoza – Public Works – Administrative Clerk – 04/28/14 – Public Works Fund – Replacing Eleanor Pastor
7. Donald Simon – Health and Emergency Services – HIV Early Intervention Services Coordinator – 04/30/14 – HIV Consortium Fund – Grant funded position
8. Jennifer Meyer – Probation – Administrative Clerk Senior – 04/28/14 – State Aid Enhancement Fund – Replacing Lauryn Mooney

END PROBATIONARY PERIOD:

9. Vickey Zwall – Probation – Administrative Clerk Senior – 05/13/14 – Juvenile Intensive Probation Supervision Fund

OTHER ACTIONS:

10. Christopher McGroarty – Sheriff’s Office – From Deputy Sheriff Detective (Temporary Assignment) – To Deputy Sheriff – 04/21/14 – General Fund – End of temporary assignment

REQUEST TO POST:

11. Clerk of the Superior Court – Court Clerk – Vacated by Karen George
12. Health and Emergency Services – Temporary Public Health Emergency Preparedness Assistant – Grant funded position

HUMAN RESOURCES ACTION ITEMS
APRIL 29, 2014

DEPARTURES:

1. Dana Lindsey – County Attorney’s Office – Detective – 04/18/14 – General Fund – DOH 09/20/12
2. Colt Maxwell – Sheriff’s Office – Deputy Sheriff – 04/26/14 – General Fund – DOH 09/14/09

NEW HIRES:

3. Cecelia Gonzales – Recorder’s Office – Voter Registration Coordinator – 04/28/14 – General Fund – Replacing Leitha Griffin
4. April Fogle – Probation – Administrative Clerk Senior – 05/05/14 – General Fund – Replacing Debra Tapia-Blair

END PROBATIONARY PERIOD:

5. Jillian Velarde – Clerk of the Superior Court – Court Clerk – 05/06/14 – General Fund
6. Krystal Lopez – Finance – Accounting Clerk Senior – 05/04/14 – General Fund
7. Gabriella Virgil – Finance – Accountant – 05/04/14 – General Fund
8. Joseph Bramlet – Sheriff’s Office – Detention Officer – 04/29/14 – General Fund
9. Sean Bowyer – Sheriff’s Office – Detention Officer – 04/29/14 – General Fund

REQUEST TO POST:

10. Sheriff’s Office – Civil Clerk – Vacated by Susan Dean
11. Sheriff’s Office – Records Clerk – Vacated by Keri Fucci
12. Sheriff’s Office – Records Clerk(.48) – Vacated by Gabrielle Lininger

ARF-2506

Consent Agenda Item 4. S.

Regular BOS Meeting

Meeting Date: 05/06/2014

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 4-4-14; 4-11-14; and 4-18-14

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 4-4-14; 4-11-14; and 4-18-14.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 31, 2014, to April 4, 2014; April 7, 2014 to April 11, 2014; and April 14, 2014, to April 18, 2014.

Attachments

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 4-4-14, 4-11-14 and 4-18-14

Service Agreement No. 040114-1 with Mountain Retreat Builders

Service Agreement No. 032514-1 with Rodriguez Constructions

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 032714 with L Brevick Enterprises, Inc.

Amendment No. 1 to Professional Services Agreement No. 080913-4 with North Country Healthcare

Amendment No. 1 to Contract No. 1005.120 2-2011 with US Imaging Inc

Service Agreement No. 040214-3 with Mountain Retreat Builders

Service Agreement No. 040214-1 with Rodriguez Constructions

Service Agreement No. 040214-2 with Rodriguez Constructions

Limited Services Contract with Ruby Investigative Polygraph Service

Service Agreement No. 032614 with East Valley Disaster Services

Service Agreement No. 040414 with Mountain Retreat Builders

Service Agreement No. 040714-1 with Superior Environmental Solutions

Lease Agreement 040214 with Alhambra MHP & Storage, LLC

Service Agreement No. 040714 with Field Lining Systems Inc.

Service Agreement No. 040714-3 with Kurt Peer Appraiser

Service Agreement No. 032514 with Slash M Rodeo Co

Quote No. 30481 with Cemex

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

March 31, 2014 to April 4, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
040114-1 Mountain Retreat Builders	Service Agreement No. 040114-1 Weatherization Project No. HH#9839	\$3,355.55	4-2-14 to 6-30-14	4-2-14	Expires	Scope of work to include, but not limited to: removal of roof cooler and repair hole left by cooler in roof, seal water heater cabinet, remove & replace water heater with a new one, service furnace and remove furnace hall door for better return, repair and seal ducts, reduce whole house CFM 50 by 1000cfm.
032514-1 Rodriguez Constructions	Service Agreement No. 032514-1 Weatherization Project No. HH#8069	\$8,515.14	4-2-14 to 6-30-14	4-2-14	Expires	Contractor will provide all labor and materials for construction including, but not limited to, install insulation to R038, reduce infiltration by 80%, reduce duct leakage by 90%, install a R-8 duct system and install a 55K Btu/h
032714 L. Brevick Enterprises, Inc.	Professional Consulting Services Contract No. 032714 Second Update to Gila County Facilities Management Plan	\$8,328.00	4-2-14 to 12-31-14	4-2-14	Expires	Consultant to provide professional management and planning services to assist Gila County in the second update and amendment to the 2007 Long Range Facilities Management Plan.
080913-4 North Country Healthcare	Amendment No. 1 to Professional Services Agreement No. 080913-4 HIV Care and Services	\$6,000.00	4-1-14 to 3-31-15	4-2-14	Option to renew for four (4) additional one (1) year periods	Contractor will provide HIV Care and Services for the Payson area. Contract expires on 03-31-14. Amendment No. 1 will allow the contract term to be extended from 04-01-14 to 03-31-15.
1005.120/2-2011 US Imaging, Inc.	Amendment No. 1 to Professional Services Contract No. 1005.120/2-2011 Microfilm Storage Services	\$5,000.00	4-5-14 to 4-4-15	4-2-14	Option to renew for one (1) additional one (1) year period	US Imaging will provide secured storage and file retrieval of microfilm/rollfilm at their secured records storage facility. The contract expires 04-04-14. Amendment No. 1 will extend the contract term to 04-04-15.

April 7, 2014 to April 11, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
040214-3 Mountain Retreat Builders	Service Agreement No. 040214-3 Major Rehabilitation HH#9736	\$39,550.55	4-9-14 to 6-30-14	4-9-14	Expires	Scope of work to include, but not limited to: remove and replace roof, remove cooler, repair roof sheathing, replace gutters, repair electrical wiring, blow fiberglass into attic, install a new heat pump and replace hot water heater.
040214-1 Rodriguez Constructions	Service Agreement No. 040214-1 Major Rehabilitation HH#8326	\$32,567.87	4-9-14 to 6-30-14	4-9-14	Expires	Contractor will provide all labor and materials for construction including, but not limited to, install fascia, soffit, replace fascia, remove and replace all interior door jamb and trim, remove and close door opening, remove and replace all windows, enclose wood flooring, install sheet goods and wood base trim and remove lead paint.
040214-2 Rodriguez Constructions	Service Agreement No. 040214-1 Major Rehabilitation HH#3335	\$46,783.85	4-9-14 to 6-30-14	4-9-14	Expires	Contractor will provide all labor and materials for construction including, but not limited to, remove and install new roof, replace fascia, install two security doors, install exterior side walls, general repair, patch holes, install new furnace system, replace water heater and caulk the house.
Ruby Investigative Polygraph Service	Limited Services Contract With Ruby Investigative Polygraph Service, LLC	\$25,000.00	1-1-14 to 6-30-14	4-9-14	Expires	Provider will administer polygraph examinations to sex offender clients as part of ongoing treatment and assessment.
032614 East Valley Disaster Services	Service Agreement No. 032614 Asbestos Abatement on One 8'x3' Panel	\$1,335.83	4-18-14 to 6-18-14	4-9-14	Expires	An asbestos abatement needs to be completed on an 8' x 3' Transit panel on the outside of the building, 2 nd floor at the Globe Courthouse.

April 7, 2014 to April 11, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
040414 Mountain Retreat Builders	Service Agreement No. 040414 Weatherization Project No. HH#4927	\$1,975.75	4-9-14 to 6-30-14	4-2-14	Expires	Scope of work to include, plywood and rolled roofing on an 8 x 21 area on the south side of the home.
040714-1 Superior Environmental Solutions	Service Agreement No. 040714-1 Herbicide Weed Control at Pinal Cemetery	\$4,800.00	4-14-14 to 6-30-14	4-10-14	Expires	Contractor to provide labor and materials to spray herbicide weed control at Pinal Cemetery.

April 14, 2014 to April 18, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
040214 Alhambra MHP & Storage, LLC	Lease Agreement No. 040214 With Alhambra MHP & Storage, LLC	\$4,284.00	3-1-14 to 2-28-15	4-16-14	Option to renew for two (2) additional one (1) year periods	The Globe County Attorney's office rents storage space at Alhambra Mobile Home Park & Storage in Globe. The lease agreement covers the following storage units: S107, S109 and S110. All units are 10' x 20' storage units.
040714 Field Lining Systems, Inc.	Service Agreement No. 040714 Repair Leachate Pond at Russell Gulch Landfill	Not to exceed \$5,200.00	4-16-14 to 6-16-14	4-16-14	Expires	The leachate pond at the Russell Gulch Landfill in Globe, AZ needs a leak repaired. Work is to be billed on a time and material basis, per mutually agreed to rates.
040714-3 Kurt Peer Appraiser	Service Agreement No. 040714-3 Appraisal for Michaelson Building	\$3,250.00	4-16-14 to 6-30-14	4-16-14	Expires	Contractor to provide an appraisal for potential sale of Michaelson building by County. Contractor is to have appraisal completed and submitted to County no later than April 25, 2014, per a verbal agreement with the Public Works Division Director.

April 14, 2014 to April 18, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
032514 Slash M Rodeo Company, Inc.	Lease Agreement No. 032514 Rodeo Livestock for Copper Dust Stampede Rodeo May 09 th and 10 th , 2014	\$8,800.00	5-9-14 to 5-10-14	4-16-14	Expires	Contractor to provide rodeo livestock for the May 09 th and 10 th Copper Dust Stampede Rodeo.
30481 Cemex	Sales Quotation Cold Mix materials	\$35,000.00	4-16-14 to 9-30-14	4-16-14	Expires	After soliciting quotes from vendors, Cemex in Phoenix has provided the lowest price, provided we pick up the product. The local Cemex plant has quoted a picked up price of \$127.00/ton, the Cemex representative in Phoenix has quoted a picked up price of \$90.00/ton. By signing the Phoenix quote, it will allow us the flexibility to pick up larger quantities from the Phoenix plant, when needed, and only pick up the smaller quantities at the higher price from the local plant, when needed.

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
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John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
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GILA COUNTY
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Don E. McDaniel Jr., County Manager
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Jeff Hessenius, Finance Director
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1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 040114-1
WEATHERIZATION PROJECT NO. HH#9839

THIS AGREEMENT, made and entered into this 02ND day of APRIL, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#9839, 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. 040114-1, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 040114-1, by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "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. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

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

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

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

ARTICLE 6– WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor’s obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor’s warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor’s sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

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

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

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

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

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

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

ARTICLE 14– TERM: The term of the Contract shall commence on date signed by County Manager and remain in effect through June 30, 2014.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee amount of **\$ 3,355.55** 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. 040114-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 4/2/14

MOUNTAIN RETREAT BUILDERS



Signature



Print Name

Mountain Retreat Builders, LLC.

ROC #170186

Bid for Irving

SCOPE OF WORK

745 E. Senita Dr.
 Globe AZ 85502
 Phone 928-606-4674

DATE----3-31-2014

TO:
 Gila County Community Services Division
 Weatherization Program
 5515 S. Apache Ave. Suite #200
 Globe, AZ 85501
 928-425-7631

FOR
 Kenneth Irving
 799 S. Pinal View \$ Star Park #5
 Globe ,AZ 85501

	DESCRIPTION		AMOUNT
	Removal of Roof Cooler & repair of hole from cooler on roof, inside & out Seal Water heater cabinet ,remove & replace water heater wt new provided by Gila County, new valve n vented proper n TPT Service Furnace Only, Remove furnace hall door for better return Repair n seal Ducts to meet 1pas or less Add Panasonic Whisper Quite Exhaust fan per ASHREA Reduce whole house CFM 50 by 1000cfm , not to be lower than 1045 @ 50		
TAX Included		TOTAL	\$ 3,355.55

3-31-2014
 10:00 AM

Tommie C. Martin, District I
610 E. Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

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



GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743
Fax: (928)425-7056

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 032514-1
WEATHERIZATION PROJECT NO. HH#8069

THIS AGREEMENT, made and entered into this 02ND day of APRIL, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Constructions, Inc., of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project No. HH#8069, 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. 032514-1, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 032514-1, by mention made a binding part of this agreement as set forth herein.

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

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

arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the 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** 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 emailed to Jeannie Sgroi at 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 - 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 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

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

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

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

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

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

ARTICLE 14- TERM: Contract shall be effective date signed by the County Manager and expires June 30, 2014.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid in two separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one half (1/2) of the total contract amount. The second and final invoice for one half (1/2) of the total contract amount shall be presented to the Finance Department by the Contractor upon project completion. This Service Agreement No. 032514-1 is for a total flat fee of \$8,515.14 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

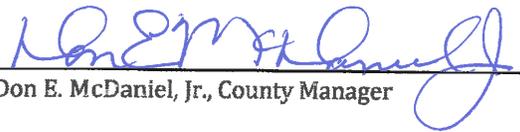
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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.

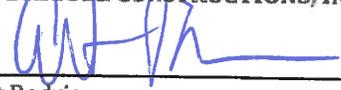
IN WITNESS WHEREOF, two (2) identical counterparts of Service Agreement No. 032514-1, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 2 day of APRIL, 2014.

GILA COUNTY:



Don E. McDaniel, Jr., County Manager

RODRIGUEZ CONSTRUCTIONS, INC.



Art Rodriguez


Print Name



Estimate

P. O. Box 13
Miami, AZ 85539
928-425-7244
928-425-5337

RES/COMM. LIC. #
ROC247373K42
RES. #ROC247371B
COMM. # ROC247372 B-01
rodriguezconst@hotmail.com

3/14/2014	596
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Gila County Housing 5515 South Apache Avenue P. O. Box 1254 Globe, AZ. 85502

Ship To PHI 8069

Rodriguez Constructions Inc. hereby proposes to submit an estimate to perform the following work:

Riley, Kathy

Description	Qty	Cost	Total
Weatherization project		6 480.00	6 480.00T
Installing insulation to R-38		0.00	0.00
Reducing infiltration by 80% + about 4000 cfm 50		0.00	0.00
Reducing duct leakage by 90% + about 1000 cfm 50		0.00	0.00
Installing an R-3 duct system		0.00	0.00
Installing a 2 Ton 14 SEER A/C system		0.00	0.00
Installing an 55K Btu/h 90%+ Natural Gas Furnace		0.00	0.00
Health and Safety as County requires		0.00	0.00
Attach flue to water heater and test make sure it is performing correctly		185.00	185.00T
Install T & P for water heater		125.00	125.00T
Remove evap cooler and window A/C units seal windows		500.00	500.00T
Replace gas valve and flex lines to furnace. Also note: must not have gas valve in platform return!		225.00	225.00T
Install ASHRE fan as per calculator		500.00	500.00T
Sales Tax		6.24%	500.14

Thank you for your business.

If you are interested in accepting this bid, please sign and return with any deposit required.
Thank you

Signature of acceptance of above proposal:

\$8,515.14

Respectfully Submitted,
Art I. Rodriguez

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. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 032714
SECOND UPDATE TO GILA COUNTY FACILITIES MANAGEMENT PLAN

THIS AGREEMENT, made and entered into this 02ND day of APRIL, 2014, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and L. Brevick Enterprises, Inc. of the City of Tucson, County of Pima, State of Arizona, hereinafter designated the **CONSULTANT**.

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

ARTICLE I – SCOPE OF SERVICES: The County has requested the Consultant to provide professional management and planning services to assist Gila County in the second update and amendment to the 2007 Long Range Facilities Management Plan.

ARTICLE II – CONSULTANT’S FEE: Refer to attached Attachment “A” to Professional Consulting Services Contract No. 032714, by mention made a binding part of this agreement as set forth herein.

ARTICLE III – INDEMNIFICATION CLAUSE: Consultant shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as “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 Consultant or any of its owners, officers, directors, agents, employees or subconsultants. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims. It is agreed that the Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the County.

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

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

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000

Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

3. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the

project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be mailed directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 or email to Jeannie Sgroi at 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. **SUBCONSULTANTS:** Consultants' certificate(s) shall include all subconsultants as additional insured's under its policies or Consultant shall furnish to the County separate certificates and endorsements for each subconsultant. All coverage's for subconsultants shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

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

Consultant shall advise each subconsultant of County's rights, and the subconsultant's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subconsultant hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subconsultant's employees, and with the requirements of A.R.S. § 23-214 (A). Subconsultant further agrees that County may inspect the Subconsultant's books and records to insure that Subconsultant is in compliance with these requirements. Any breach of this paragraph by Subconsultant will be deemed to be a material breach of this contract

subjecting Subconsultant to penalties up to and including suspension or termination of this contract.”

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

ARTICLE VI – SCHEDULE & FEES: Refer to Attachment “A” to Professional Consulting Services Contract No. 032714, by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Professional Consulting Services Contract conflict with the Terms and Conditions of Attachment “A” to Professional Consulting Services Contract No. 032714, the terms and conditions of this contract will prevail and govern the contractual relationship between the parties.

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

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If this Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The Consultant shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the Consultant:

- a. Fails to perform the work under the contract within the time specified in the “Notice to Proceed”; or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit or creditors.
- h. If it is found that gratuities were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the County.

ARTICLE IX – TERM: The term of the Contract shall commence upon award and remain in effect from date of award to December 31, 2014.

ARTICLE X – PAYMENT: The Scope of Services as outlined above will be performed on a time and material basis with a not-to-exceed without written authorization budget of \$8,328.00. Additional work, as authorized, will be performed on a Time and Materials basis per the rates as identified in Attachment "A" to Professional Consulting Services Contract No. 032714, by mention made a binding part of this agreement as set forth herein.

Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the County representative confirming services rendered and authorizing payment.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the Consultant, the County agrees to pay Consultant on a time and material basis per the rates as identified in Attachment "A" to Professional Consulting Services Contract No. 032714, in an amount not to exceed \$8,328.00 including all applicable taxes.

GILA COUNTY:


Don E. McDaniel, County Manager

L. BREVICK ENTERPRISES, INC.:


Signature of Consultant

Lonnie Brevick
Print Name

L. BREVICK ENTERPRISES, INC
MANAGEMENT CONSULTANT

March 26, 2014

Mr. Don McDaniel
County Manager
1400 East Ash
Globe, AZ 85501

Mr. Steve Stratton
Director
Public Works Division
745 N. Rose Mofford Way
Globe, AZ 85501

RE: Proposal to complete 2nd Amendment to Gila County's Facilities Management Plan

Gentlemen:

Thank you for the opportunity to submit a proposal to provide professional management and planning services that will assist Gila County in the development of a second update and amendment to the Gila County Long Range Facilities Management Plan.

Introduction

Gila County completed an update and amendment to the Long Range Facilities Management Plan in February of 2014. After a review by the Board of Supervisors, it was determined that a second amendment should be developed that would present an additional options for the long term plan in the Globe area.

Plan of Approach

The project plan of approach is to amend the existing February, 2014 Long Range Facilities Management Plan Amendment. The new report will include the existing options for the Payson area and the revised plan for the Globe area. The Board of Supervisors requested that the revised Globe area plan include various short term and long term options for their consideration. All options will consider masonry buildings, pre-engineered metal buildings will not be considered.

Schedule

The goal is to complete the amended report within two months after a notice to proceed is issued.

Cost of Services

The estimated cost to complete the plan update is as follows:

Professional services labor	\$ 7,705
Expenses	\$ 623
Total Estimated Cost	\$ 8,328

The scope of work would be performed on a time and material basis with a cost not to exceed \$ 8,328 unless approved by Gila County.

The billing rates are as follows:

<u>Labor</u>	
Lonnie Brevick – project work	\$125/hour

Gila County

Proposal to Provide Professional Services
March 26, 2014

Lonnie Brevick – travel time
Administrative Assistant

\$ 75/hour
\$ 55/hour

Expenses

Personal auto travel
Travel expenses
Supplies & other expenses

\$0.565/mile
at cost
at cost

Attached is a breakdown of the estimated costs.

I am very interested in this opportunity to provide assistance to Gila County and look forward to working with the Gila County staff on this important project.

Sincerely,
L. Brevick Enterprises, Inc.



Lonnie Brevick, P.E.
President

Attachment

Gila County
Long Range Facilities Management Plan
2nd Amendment

Proposed Budget

3-28-14

Activity Description	Quantity	Estimated Labor Hours	Hourly Rate	Estimated Labor Cost
PROJECT MEETINGS				
Globe, AZ	3	6	\$ 125	\$ 750
Total for meetings	3	6	\$ 125	\$ 750
Develop and Assemble Project Documents				
Develop new building basic design	1	12	\$ 125	\$ 1,500
Complete new building estimate	1	8	\$ 125	\$ 1,000
Develop and assemble report - 1st draft				
Consultant	1	20	\$ 125	\$ 2,500
Administrative Assistant	1	4	\$ 55	\$ 220
Develop and assemble report - final				
Consultant	1	4	\$ 125	\$ 500
Administrative Assistant	1	2	\$ 55	\$ 110
Total for Project Documents	6	50		\$ 5,830
Travel Hours				
Globe, AZ				
Project Meetings	3	15	\$ 75	\$ 1,125
Total for Travel Hours	3	15		\$ 1,125
Total Estimated Labor Cost	0	71	\$ 188.52	\$ 7,705
Expense Costs				
	Quantity		Cost Each	Estimated Expense Cost
Auto travel - \$0.585/mile				
Globe round trip mileage - 220 mile round trip	3		\$ 124	\$ 373
Supplies	1		\$ 250	\$ 250
Total Estimated Expenses				\$ 623
Total Estimated Project Cost				\$ 8,328

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029 Ext. 7100

Michael A. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

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



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager,
1400 E. Ash St., Globe, AZ 85501
Phone (928) 425-3231 Ext.8763

Jeff Hessenius, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

**PROFESSIONAL SERVICES AGREEMENT NO. 080913-4
HIV CARE AND SERVICES**

AMENDMENT NO. 1

Effective April 01, 2013, Gila County and North Country Healthcare, Inc. entered into a contract whereby North Country Healthcare, Inc. would provide HIV Care and Services for Gila County Division of Health and Emergency Services.

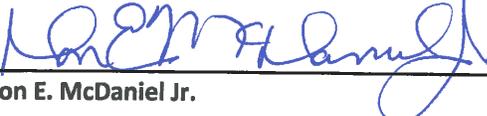
The contract expires on March 31, 2014. Per page 5, Article X-Term, of the contract, Gila County may agree to renew the contract for as many as five (5) additional one (1) year periods.

Amendment No. 1 will allow the contract term to be extended one (1) year from April 01, 2014 to March 31, 2015. Total annual compensation shall not exceed \$6,000.00, without prior written approval from the County.

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 2 day of APRIL, 2014.

**GILA COUNTY :
GILA COUNTY MANAGER**



Don E. McDaniel Jr.

**CONTRACTOR:
North Country Healthcare, Inc.**



North Country Healthcare, Inc.



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT NO. 1005.120/2-2011
MICROFILM STORAGE SERVICES**

US IMAGING, INC.

Effective April 05, 2011, Gila County and US Imaging, Inc. entered into a contract whereby US Imaging, Inc. agreed to provide Microfilm Storage Services to the Gila County Recorder's Office. Per Article IX - Term of the contract, this period may be renewed by Gila County, at its' sole option, for two (2) additional one (1) year periods.

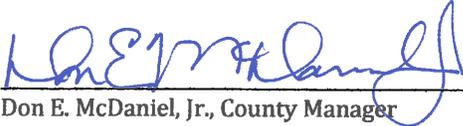
The contract expires April 04, 2014. Per page 4, Article IX - Term, of the contract, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. The parties hereby agree to exercise this option and agree to extend the contract term for one (1) year from April 05, 2014, to April 04, 2015.

Contractor will continue to bill for services pursuant to Article II - Fees of the original contract, but in no event shall charges for the April 05, 2014 to April 04, 2015 extension exceed \$5,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 2 day of APRIL, 2014.

GILA COUNTY

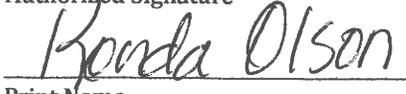


Don E. McDaniel, Jr., County Manager

**CONTRACTOR
US IMAGING, INC.**



Authorized Signature



Print Name

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
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(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hassenius, Finance Director
Phone (928) 425-3231 Ext. 8743
Fax: (928)425-7056

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 040214-3
MAJOR REHABILITATION HH#9736

THIS AGREEMENT, made and entered into this 09th day of APRIL, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Mountain Retreat Builders**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Major Rehabilitation HH#9736, 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. 040214-3, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 040214-3, by mention made a binding part of this agreement as set forth herein.

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

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

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

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

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

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

1. **Commercial General Liability - Occurrence Form**

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

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

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

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

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

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

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

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

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

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

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** 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 emailed to Jeannie Sgroi at 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– 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 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

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

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

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

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

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

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expires June 30, 2014.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid in three separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one third (1/3) of the total contract amount. The second invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon fifty percent (50%) of project completion. The final invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This Service Agreement No. 040214-3 is for a total flat fee of \$39,550.55 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.

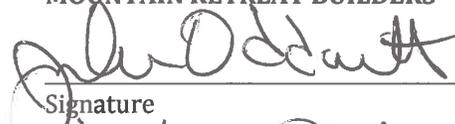
IN WITNESS WHEREOF, two (2) identical counterparts of Service Agreement No. 040214-3, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 9 day of APRIL, 2014.

GILA COUNTY:



Don E. McDaniel, Jr., County Manager

MOUNTAIN RETREAT BUILDERS



Signature


Print Name

County Housing Services

5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631



Puna # 02429097

**RESPEC
Work Summary**

Case Number:

BID TOTAL \$:

39,550⁵⁵

Property Information:

5687 E. Globe Canyon
Globe AZ 85501

Jurisdiction: Gila County
Target Area: Central Heights
Census: 3

Owner:
Debra Holmes
5687 E. Globe Canyon
Globe AZ 85501

Phone: (928)402-8642
Mobile: (928)200-0767

BID OPENING DATE

CONTRACTOR INFORMATION

Name: *Monte Robert Builders LLC*

Address: *745 Est Semble Dr
Globe AZ
85501*

Voice: *928-606-4674*
Fax:

email: _____
Date: *4-1-2014*

Contractor Signature:

Date: *4-1-2014*

Main Structure

Unit Info:

Single Family

Holmes Debra
5687 E. Globe Canyon
Phone: (928)200-0767 Work Phone: (928)402-8642

Owner

*1 year 3 mo
warranty*

VA (Fed Long Term) - 1 room + Bed

*Panel # 5 - Roof
Door*

RESPEC Estimate Report

#ff: *Team HHS*

Interior | Main Structure | Single Family | House | General Requirements

1 000000000 0 NA 0 \$ 000

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IRC, OSHA, and Gila County Codes.

2 000000001 0 NA 0 \$ 000

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3 000000002 0 ea 0 \$ 000

Performance

All work is to comply with Current IRC, or Gila County Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and PROFESSIONAL manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every

Interior | Main Structure | Single Family | House | Roof Repairs

4 0070010001 0 SF 0 \$ 6000 + 1000⁰⁰

Tear Off Existing Roof and Install New

0 00 material labor + M.S.

Remove existing roofing and pile neatly and haul away immediately. Replace any damaged or rotten roof sheathing.

Replace all flashing at chimney and install 30# felt paper, drip edge, new metal and rubber vent boots, and new 24 gauge metal roof material.

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

-Roof Options: Price per sheathing replacement allowance, materials and labor: \$1.50 per sq. ft.

5 0180100010 0 0 \$ 200 + 50⁰⁰

Remove cooler

Remove the evaporative cooler and all duct work by filling with insulation prior to capping registers

6 0010010044 0 SF 0 \$ 500 + 100⁰⁰

Repair Roof Sheathing

Remove and dispose of all defective materials.

Prepare rafter surface and replace sheathing with 1/2" or matching dimension CDX plywood at right angles to rafters.

Nail pattern per governing code or IBC

7 0010060006 0 LF 0 \$ 500 + 100⁰⁰

Replace Fascia

500 + 100⁰⁰

RESPEC Estimate Report

est#:

Remove and dispose of all existing fascia and replace with new material to match existing. Prime all sides before installation. Caulk all seams and nail with galvanized nails. Finish to match existing.

8 0070030002 0 LF 0 \$ 1000 + 400

Install New Gutters and Downspouts

Install new white aluminum seamless spouting and calculated number of outlets and downspouts to accommodate maximum water volumes. Also install concrete splash blocks or tie into existing storm lines at each downspout exit to minimize erosion.

9 0010010006 0 EA 0 \$ 200

Repair Post

Repair as specified below.

- 1) Repair porch post on south east corner

Interior | Main Structure | Single Family | House | Electric Repairs-

10 0110020001 0 LS 0 \$ 1300 + 400

Do all electrical repairs as listed

Make all repairs listed below, and Remove any unused or defective electrical boxes disconnects or unnecessary elements, on the attached electrical report signed off from building permit inspection.

- 1) Replace outlets with GFICs at all locations within 6' of water source including kitchen sink, bath lavatories, washer, exterior outlets, etc. Install to NEC. (Per CABO 4402.4, this does not apply to single receptacle supplying a permanently installed sump pump.)
- 2) Exterior outlets to have weatherproof covers.
- 3) Replace all outlets, switches, and covers.
- 4) Replace any burnt out bulbs with CFL bulbs.
- 5) Reattach all outlet and switch boxes to walls.
- 6) Replace any defective or broken light fixture, and or ceiling fans.
- 7) Repair or replace any and all wiring issues that may not have been other wise addressed. Including the installation of hard wired smoke alarms to meet our current code.

Interior | Main Structure | Single Family | House | Insulation

11 0060010001 0 SF 0 \$ 1500 + 500

Blown Fiberglass, Open Attic - (R-39)

Insulate attic may be easier to accomplish as repairs are being done to roof or ceiling. Coverage should be as level as possible and to the depth of material that corresponds with each R value. Each individual manufacturer's recommendation for initially installed thickness and settled density usually found in the coverage table on the material packaging with a copy of which is to be stapled to attic framing. Material used will meet and conform to ASTM C739-91 and ISS 16 CFR, Part 1209. Note: maintain clearance from combustible materials in accordance with NFPA Requirements. (Install soffit baffles as needed.) Pictures are required to be submitted prior to sign off from this measure.

12 0060010016 0 0 \$ 500 + 50

Repair Belly pan insulation.

Put Insulation back in place in all areas it is falling or install new insulation were missing. take pictures of

Interior | Main Structure | Single Family | House | Ceiling

13 0010200202 0 0 \$ 500 + 50

RESPEC Estimate Report

Repair or Replace ceiling/Walls

Repair or Replace the ceiling with 1/2" sheet rock tape and texture, prim and paint. Repair any holes in

Interior | Main Structure | Single Family |House |Mechanical

14 0120040004 0 ea 0 \$ 8000 + 1500

Install Heat Pump 3 Ton System Complete

Install new Electric air handler and Heat pump, per manufactures instructions, include 14 Seer A/C 8.4 HSPF heat pump, Air handler with back up Heat strips, Cased coil, Seal all ductwork to meet weatherization standards of 1 pa or less on new duct work including return .5 or less. Install a new setback thermostat, new registers and supplied to every room, dedicated electrical breakers installed to code.

NOTE: size the new furnace/heat pump to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. Unit size may round down to nearest 1/2 ton, but must not be over sized. Your WAP testing is required and you must make arrangements with the Rehab Specialist to be present during testing.

All furnace work must meet or exceed NFPA #54, as well as any other local codes
 Install the ductwork for best possible efficiency, Use a reduced plenum system if possible.
 size all ducts to meet manual D and S.

- 1) all joints in return air and supply ducts must be sealed to Wap Standards.
- 2) install a filter chamber with a cover
- 3) filter to be of common, readily available size and 1 case is to be provided to the home owner.

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

Interior | Main Structure | Single Family |House |Plumbing Repairs

15 0130060002 0 NO 0 \$ 2000 + 500

Replace Hot Water Heater

Remove and dispose of old unit and install new electric 40 gallon energy-efficient unit to code.

- 1) Include new shut off valve.
- 2) install with new water flex lines.
- 3) Install a drain line from the pop-off valve to below the floor level, then horizontally in sight
- 4) install to include dielectric unions
- 5) Make any repairs to waterlines to make efficient.
- 6) replace floor in W/H cabinet
- 7) Seal interior cabinet, new sheet rock with sealed corners and seams tapped and mudded or mastic.
- 8) Install a water heater blanket correctly around new water heater.

16 0130010003 0 LF 0 \$ 300 + 50

Repair Water Lines

Remove any defective lines and replace to codes.
 Found several questionable potential problems with the existing water lines would like to have all issues removed and repaired.

Interior | Main Structure | Single Family |House |Doors

17 0010090022 0 NO 0 \$ 300 + 50

Install 2 equipment Access Doors

Replace both Water heater door and furnace closet doors trim out to match existing siding.

10,600

RESPEC Estimate Report

Q #: _____

.18 0010090006 0 0 \$ 300 + 100⁰⁰

Install Prehung Exterior Door

Provide and install factory hung 1-3/4" raised panel/metal clad/foam core door, (Pease, Thermatru, Stanley or approved equal), complete with keyed lockset and trim both sides, dead bolt, vinyl bubble weatherstripping, and aluminum threshold. Make all necessary wall repairs and finish system to owner's preference.

Interior | Main Structure | Single Family | House | Windows

19 0010100001 0 NO ~~0~~ 2500-3000 \$ 3500 + 1000⁰⁰

Install all New Vinyl Replacement Windows

Install new vinyl, double pane LOW E windows in place of all existing windows unless otherwise specified. Make any repairs needed to insure the integrity of rough opening. Include all hardware and trim (exterior wood to be wrapped). Include drip cap and aluminum screen. All interior and exterior wall repair to be included. Caulk as necessary. Windows must have Energy Star rating. Central Zone Energy star ratings are u-factor 0.40 solar heat gain 0.55 as of August 2002.

Interior | Main Structure | Single Family | House | Exterior Side Walls

20 0010060015 0 LF 2700-3000 \$ 3200 + 1000⁰⁰

Replace Skirt

Remove existing skirting, pull all nails; replace with insulated vinyl skirting such as (Rapid Wall) install correctly per manufactures installation guide to include correct temperture controled ventilation, and manufactured access doors, caulk all seams as required. install the color chosen by the home owner to work with exterior painting.

Interior | Main Structure | Single Family | House | Painting

21 0060020006 0 NO 0 \$ 1800 + 200⁰⁰

Caulk House Complete

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

22 0100020001 0 SF 0 \$ 1800 + 500⁰⁰

Paint House Complete in and out

Scrape all peeling and loose paint free from surface and apply one coat of breathable oil-based primer to all bare wood. Allow to dry, and apply finish coat of latex. Include all exterior trim in a different color of home owners preference. The main body of the exterior home must be light in nature and pre-approved by Housing Rehab Specialist. Interior came be any one color of home owners preference.

~~\$17800⁰⁰~~ + 3795⁰⁰ Total for: House \$ 21,575⁰⁰
~~\$14,200⁰⁰~~ + 3775⁵⁵ Total for: Interior \$ 17,975⁵⁵
 Job Total Cost: \$ 39,550.55

41744

John Decker
4-1-2014

9

Tommlie C. Martin, District I
610 E. Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

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



GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hassenius, Finance Director
Phone (928) 425-3231 Ext. 8743
Fax: (928) 425-7056

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 040214-1
MAJOR REHABILITATION HH#8326

THIS AGREEMENT, made and entered into this 09th day of APRIL, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Rodriguez Constructions, Inc.**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Major Rehabilitation HH#8326, 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. 040214-1, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 040214-1, by mention made a binding part of this agreement as set forth herein.

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

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "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** 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 emailed to Jeannie Sgroi at 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- 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 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

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

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

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

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

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

ARTICLE 14- TERM: Contract shall be effective date signed by the County Manager and expires June 30, 2014.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid in three separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one third (1/3) of the total contract amount. The second invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon fifty percent (50%) of project completion. The final invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This Service Agreement No. 040214-1 is for a total flat fee of \$32,567.87 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.

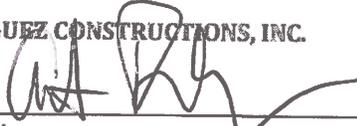
IN WITNESS WHEREOF, two (2) identical counterparts of Service Agreement No. 040214-1, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 7 day of APRIL, 2014.

GILA COUNTY:



Don E. McDaniel, Jr., County Manager

RODRIGUEZ CONSTRUCTIONS, INC.



Art Rodriguez

Print Name

5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631



RESPEC Work Summary

Case Number: 309-13-05

BID TOTAL \$: 32567.87

Property Information:

301 South Elwood
Miami AZ 85501

Jurisdiction: Town of Miami
Target Area: Down Town Area

Census: 2

Owner:

Susan Smith
301 South Elwood
Miami AZ 85501

Phone: (480)629-2924

Mobile: (928)487-3000

BID OPENING DATE

CONTRACTOR INFORMATION

Name: Rodriguez Const

Address: 517 S. EAST
Globe AZ 85501

Voice: _____

Fax: 928-425-5337

email: Art @ Rodriguez

Contractor Signatures: _____

Date: 4-2-14

Main Structure

Unit Info:

Single Family

Smith Susan
301 S. Ellwood Ave.

Phone: 928-487-3000 Work Phone: 480-529-2924

Owner

RESPEC Estimate Report

Crew#: 309-13-05

Interior | Main Structure | Single Family | House | General Requirments

1 000000000 0 NA 0 \$

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IRC, OSHA, and Gila County Codes.

2 000000001 0 NA 0 \$

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3 000000002 0 ea 0 \$

Performance

All work is to comply with Current IRC, or Gila County Building code, Performance Manual guidelines Such as WAP Standards, and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and Professional manner.

All work is to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system. Shall be furnished and installed as unit even though it may have not been called out in every detail.

4 000000003 0 1 0 \$

ALL LEAD WORK

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35, et.c.

Interior | Main Structure | Single Family | House | Fascia

5 001006005 0 LF 0 \$ 855

Install Fascia

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

6 001008001 0 LF 0 \$ 1500

Install Soffit

Install 3/8" ADX plywood soffit attached with galvanized screws into lookouts. Caulk all seams and prime.

7 001006006 0 LF 0 \$ 150

Replace Fascia

Remove and dispose of all existing fascia and replace with new material to match existing. Prime all sides before installation. Caulk all seams and nail with galvanized nails. Finish to match existing.

Interior | Main Structure | Single Family | House | Doors

8 032103101 0 ea 0 \$ 1400

RESPEC Estimate Report

Order#: **309-13-05**

Remove and Replace all exterior door units

Per HUD Lead Safe Housing requirements, remove the existing entrance door, jamb, trim and sill, and dispose of all debris. Provide and install primed prehung steel insulated raised panel, exterior 1-3/4" entry door with trim. Include keyed lockset, doorstop, deadbolt, and vinyl bubble weather-stripping. Include any repair to interior walls to bring to original condition.

Clean the areas per HUD three step process for final clearance compliance.

Customer may paint the primed door a color of their choosing after construction and clearance is complete.

All repairs per HUD Lead Safe Housing requirements with debris disposal per EPA requirements.

Submit disposal manifest with final invoice as required.

Please refer to the Lead Inspection report for further information on lead based paint test results and location.

All repairs are to comply with local codes and Performance Manual guidelines.

Install new materials as per manufacturer's recommendations with inspections and permits when applicable.

9	031103013	01	0				\$ 1200
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Remove & replace all interior door jamb and trim

As per HUD Lead Safe Housing requirements, remove the existing interior door jamb and casing, (specify area), and dispose of all debris.

Provide and install new pine jamb and casing trim to be stained or painted by the customer, include any repair to walls to bring to original condition.

All repairs per HUD Lead Safe Housing requirements with debris disposal per EPA requirements. Submit disposal manifest with final invoice as required.

Please refer to the Lead Inspection report for further information on lead based paint test results and location.

All repairs are to comply with local codes and Performance Manual guidelines. Install new materials as per manufacturer's recommendations with inspections and permits when applicable.

10	0010090090	0	0				\$ 750
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Remove and close door opening

Following HUD lead rules, Remove the door, frame in the opening, insulate to correct R-Value. Cover and match siding, then paint. Southwest exterior door.

11	0010090001	0 NO	0				\$ 800
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Remove Interior Door

Remove Doors, then retrim opening to #1 bedroom following HUD lead rules.

Interior | Main Structure | Single Family | House | Windows

12	0321050001	0 ea	0				\$ 3950
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Remove and Replace all windows

Per HUD Lead Safe Housing requirements, remove the existing (type, wood metal etc.) window and

RESPEC Estimate ReportC-1000 **309-13-05** PAGE 4 OF 6

dispose of all debris.

Provide and install new vinyl double pane insulated replacement window with screens, hardware, and caulking as necessary.

Remove the existing lead painted windows from the outside to prevent interior trim damage and lead dust contamination. Exterior trim shall be wrapped with white aluminum coil stock.

Windows must have Energy Star rating. Central Zone Energy star ratings are u-factor 0.40 solar heat gain 0.55 as of August 2002.

Include any repair to interior walls to bring to original condition.

Clean areas per HUD three step process for final clearance compliance.

All repairs per HUD Lead Safe Housing requirements with debris disposal per EPA requirements. Submit disposal manifest with final invoice as required.

Please refer to the Lead Inspection report for further information on lead based paint test results and location.

All repairs are to comply with local codes and Performance Manual guidelines. Install new materials as per manufacturer's recommendations with inspections and permits when applicable.

Interior | Main Structure | Single Family | House | Cabinets13 031107710 0 l.f. 0 \$ 5250**Replace Kitchen Base and Wall Cabinets/Counter top**

Per HUD Lead Safe Housing requirements,

Remove the existing kitchen cabinets and counter top,

Dispose of all debris in a lead safe manor.

Provide and install (enter length) lineal ft. of new mid line base cabinets ("Kraft Line", "Kitchen Kompact", "American Woodmark", or approved equal.) All work to be level, plumb, and true.

Cabinets are to be attached to studs in the wall. Seal all holes and openings where pipes, wires and other materials may come through cabinets with removable material such as "Thumb Gum" to keep out any rodents. (Cabinet fronts are to be made of the flat panel/rail design vs. the raised panel type, and wood fronts vs. partparticle board.)

Install (enter length in ft.) of countercounter top (Formica, Wilsonart or approved equal) laminated and securely attach to cabinets, caulk all seams where countertop meets walls.

Include any repair to walls to bring to original condition.

Clean areas per HUD final clearance compliance.

All repairs are to comply with local codes and Performance Manual guidelines, and installed as per manufacturer's recommendations with inspections and permits when applicable.

All repairs per HUD Lead Safe Housing requirements with debris disposal per EPA requirements. Submit disposal documentation with final invoice as required. Please refer to the Lead Inspection report for further information on lead based paint test results and location.

14 0130040011 0 NO 0 \$ 0**Install Kitchen Sink**

Install new stainless steel double bowl sink with faucet assembly, trap, shut off valve, basket, and caulk seal at countertop. Install Moen or equal low flow faucet.

Interior | Main Structure | Single Family | House | Floor

RESPEC Estimate Report

Contract #: 309-13-05

15	0010010009	0 Lf.	0	\$ 4500
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Wood to Earth

Repair as specified below.

Eliminate all wood to earth contact, in the addition portion of house. Level floors during floor joist repair.

16	031115118	0 s.f.	0	\$ 3500
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Enclose painted wood flooring

Per HUD Lead Safe Housing requirements,

Encapsulate the existing wood floor located (enter area and size).

Clean area per HUD three step process and encapsulate with Elastomeric or equal materials.

Install 1/4" Iuan underlayment over the encapsulated lead based painted floor surface, and install new vinyl sheet goods, including base trim and threshold-strips at all exposed flooring edges.

(Vinyl material allowance \$9.00 sq.yd., Armstrong, Mannington or approved equal)

All repairs are to comply with local codes and Performance Manual guidelines, and installed as per manufacturer's recommendations with inspections and permits when applicable.

All repairs per HUD Lead Safe Housing requirements with debris disposal per EPA requirements. Submit disposal documentation with final invoice as required. Please refer to the Lead Inspection report for further information on lead based paint test results and location.

17	0030010005	0 SF	0	\$ 2500
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Install Sheetgoods and Wood Base trim (1x3)

Remove and dispose of existing flooring; scrape and clean surface smooth; fill all cracks and holes with floor leveler.

Install new vinyl sheetgoods as per manufacturer's recommendations. Include needed chrome threshold strips. Include material allowance of \$1.05 square ft. (\$9.45 sq. yd), Customer to have choice of color and style.

Repair damaged subfloor if necessary. Install prefinished wood base trim where floor meets wall, color to match existing or per owners input.

Interior | Main Structure | Single Family | House | Interior Trim

18	031105015	0 l.f.	0	\$ 3500 350
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Remove chair, crown or ceiling moulding

As per HUD Lead Safe Housing requirements, remove the existing interior ceiling moulding, (specify area), and dispose of all debris.

Include any repair to walls to bring to original condition.

All repairs per HUD Lead Safe Housing requirements with debris disposal per EPA requirements. Submit disposal manifest with final invoice as required.

Please refer to the Lead Inspection report for further information on lead based paint test results and location.

All repairs are to comply with local codes and Performance Manual guidelines. Install new materials as per manufacturer's recommendations with inspections and permits when applicable.

19	031105011	0 Lf.	0	\$ 3500 350
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Remove and replace int. base trim

As per HUD Lead Safe Housing requirements, remove the existing interior baseboard trim, (specify area),

RESPEC Estimate Report

Case#: **309-13-05**

and dispose of all debris.

Provide and install new pine ranch or colonial trim, to be stained or painted by the customer.
 Include any repair to walls to bring to original condition.

All repairs per HUD Lead Safe Housing requirements with debris disposal per EPA requirements. Submit disposal manifest with final invoice as required.

Please refer to the Lead Inspection report for further information on lead based paint test results and location.

All repairs are to comply with local codes and Performance Manual guidelines. Install new materials as per manufacturer's recommendations with inspections and permits when applicable.

Interior | Main Structure | Single Family | House | All Lead Surfaces.

20 0321090112 0 SF 0 \$ 500

Enclose porch ceiling area (plywood)

Per HUD Lead Safe Housing requirements,

Wet scrape all peeling and loose paint from exterior porch ceiling and encapsulate with a lead barrier compound (Elastomeric or equal materials) to a minimum dry thickness of 0.5mm.

Install furring strips as needed and 3/8" ADX plywood over the existing porch ceiling. Fasten with galvanized commons, caulk all seams and perimeter with silicone caulking and trim seams with bull nose or lattice mould, prime and paint.

Clean the areas per HUD three step process for final clearance compliance.

All repairs per HUD Lead Safe Housing requirements with debris disposal per EPA requirements. Submit disposal manifest with final invoice as required. Please refer to the Lead Inspection report for further information on lead based paint test results and location.

All repairs are to comply with local codes and Performance Manual guidelines. Install new materials as per manufacturer's recommendations with inspections and permits when applicable.

21 0100020001 0 SF 0 \$ 4500

Paint House Complete

follow lead paint controls, Scrape all peeling and loose paint free from surface caulk as needed and apply lead encapsulating paint and primer to all surfaces that are tested positive for lead. Allow to dry, include all trim interior and exterior in complete house painting. Home owner has choice of one interior color and one exterior color light in nature for the base and one color for trim of any choice.

Total for: House \$ 12855

Total for: Interior \$ 17800

Job Total Cost: \$ 30655

29405 TAX 1912.87
 \$ 32567.87

Tommie C. Martin, District I
610 E. Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

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



GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743
Fax: (928)425-7056

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 040214-2
MAJOR REHABILITATION HH#3335

THIS AGREEMENT, made and entered into this 09th day of APRIL, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Rodriguez Constructions, Inc.**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Major Rehabilitation HH#3335, 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. 040214-2, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 040214-2, by mention made a binding part of this agreement as set forth herein.

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

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

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

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

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

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

1. **Commercial General Liability - Occurrence Form**

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

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

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

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

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

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

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

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

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** 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 emailed to Jeannie Sgroi at 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- 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 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

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

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

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

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

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

ARTICLE 14- TERM: Contract shall be effective date signed by the County Manager and expires June 30, 2014.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid in three separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one third (1/3) of the total contract amount. The second invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon fifty percent (50%) of project completion. The final invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This Service Agreement No. 040214-2 is for a total flat fee of \$46,783.85 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

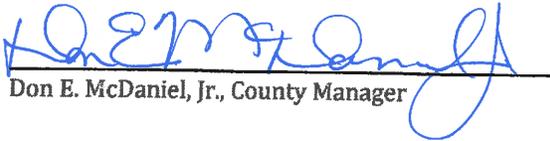
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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, two (2) identical counterparts of Service Agreement No. 040214-2, 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 9 day of APRIL, 2014.

GILA COUNTY:



Don E. McDaniel, Jr., County Manager

RODRIGUEZ CONSTRUCTIONS, INC.



Art Rodriguez


Print Name

Gila County Housing Services

515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631



**RESPEC
Work Write-up**

Case Number: Home 309-13-02

BID TOTAL \$: 46783.85

Property information:

5594 McKinney Ave
Globe AZ 85501-

Jurisdiction: Gila County
Target Area: Central Heights
Census: 1

Owner:

Angelic Trujillo
5594 McKinney Ave
Globe AZ 85501-

Phone: (928)200-0337 961-1050
Mobila: (928)961-3769

AT Trujillo

4-214

BID OPENING DATE 0

CONTRACTOR INFORMATION

Name: Rodriguez Const.

Address: 547 S. EAST ST

Voice: _____

Fax: 928 425-5337

email: ART@Rodriguez-AZ.com

Single Family Dwelling -

Unit Info:

Single Family

Owner

Trujillo Angelic
5594 McKinney Ave
Phone: 928 200-0337 Work Phone:

Interior

Single Family Dwelling

Single Family

House

General requirements

1	0000000000	0 NA	0	\$ _____
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Permits and Fees

Contractor to provide all of the included bid packets filled out per item unless the item has no charge in order to be considered eligible for the projects. All permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. Base this pricing only on permits you are obtaining. If no permits are needed this item is -0- most of the building officials in Gila County will waive fees check with building officials prior to including fees.

2	0000000001	0 NA	0	\$ _____
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Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3	0000000002	0 ea	0	\$ _____
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performance

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and Professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

4	0000000003	0 1	0	\$ _____
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ALL LEAD WORK

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35, et.a.

Safety

5	030023801	0 EA.	0	\$ 500.00
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CONDUCT A TURNOVER INSPECTION

Schedule with Rehab Specialist to reinspect the property for the turnover of ownership. Do a visual inspection to identify and note paint and substrate condition. Conduct dust wipe tests to check for dust recontamination using NCLSH protocol.

All work to be done per HUD Lead Safe Housing requirements.

Please refer to the original Lead Inspection report for further information on lead based paint test results and location.

Note if Home DOES NOT PASS CLARENCE inspection the contractor is responsible for for repairs and

or clean and ail cost included with this process including re inspection fees!!

Roof Repairs

6 0070010001 0 SF 0 \$ 4600

Tear Off Existing Roof, Repair and Install New

Remove existing roofing and pile neatly and haul away immediately. Replace any damaged including the buckled portion on the west side that may also need shoring or additional framing to make level also any or rotten roof sheathing.

Replace all flashing at chimney and install 30# felt paper, aluminum drip edge, new valley metal, metal vent boots, and new 235 lb. composition 25-year fiberglass shingles. *very slope recommended?*

NOTE: IF EXISTING SHEATHING OR STRUCTURAL MEMBERS ARE DETERIORATED, ROTTED, DAMAGED, NON- EXISTING, THE CONTRACTOR MUST TAKE FULL PICTURES, AND CONTACT THE HOUSING SERVICES REHAB SPECIALIST TO SEE IF IT IS POSSIBLE TO EXECUTE A CHANGE ORDER PRIOR TO ANY SHEATHING WORK BEING DONE THAT IS NOT DIRECTLY SPECIFIED IN THE WORK WRITE-UP.

7 0010060006 0 LF 0 \$ 1274

Replace Fascia

Remove and dispose of all existing fascia and replace with new material to match existing. Prime all sides before installation. Caulk all seams and nail with galvanized nails. Finish to match existing.

8 0010060003 0 LF 0 \$ 1950

Replace / install boxed eves

Remove and dispose of existing eve materials and replace with new materials. Use galvanized screws, and nails, caulk all seams and prime Include all porch eves, rafter tails, Frieze boards, and gable eves in boxing.

Doors

9 0010090002 0 NO 0 \$ 1400

Install 2 sets Exterior Door including Security 3'0", 2'8"

Provide and install pre hung white, pre primed steel insulated raised panel exterior 1-3/4" solid core door, (Pease, Thermatru, Stanley or approved equal). Set on 1-1/2 pair 3-1/2 x 3-1/2" butt hinges. Include keyed lock set, doorstop, dead bolt, and vinyl bubble weather-stripping.

Provide and install new security door with matching hardware. Swing to complement exterior door. Caulk where necessary.

10 0010090001 0 NO 0 \$ 400

Instal 2 Interior Door

Provide and install prefinished flush luan mahogany 1-3/8" hollow core door complete with privacy lockset and doorstop. Include any repair to walls and include new trim.

- 1) Hall way door 2'6"
- 2) Bathroom door 2'4"

11 0010030012 0 0 \$ 250

Replace cabinet hall door

Replace the blue Cabinet hall door.

22 x 38 1/4
22 x 39 5/4

RESPEC Contractor Bld

Case# Home 309-13-02 PAGE 4 OF 6

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Printed on: 3/25/2014 9:00:48 AM

Windows

12	0010100001	0 NO	0	\$ 2300
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Install New Vinyl Replacement Windows

Install new vinyl, double pane double hung Low E windows in place of all existing windows unless otherwise specified. Make any repairs needed to insure the integrity of rough opening. Include all hardware and trim (exterior wood to be wrapped). Include drip cap and aluminum screen. All interior and exterior wall repair to be included. Caulk as necessary.

Windows must have Energy Star rating. Central Zone Energy star ratings are u-factor 0.40 solar heat gain 0.55 as of August 2002.

Remove Evap Cooler and enlarge wall opening to fit a new window the same size as the one next to it.

Exterior Side Walls

13	0040030001	0 SF	0	\$ 9333
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Stucco

Remove old siding as need to install high density foam min 1" thick continual and pop out details around all doors and windows 2" install expansion joints where needed to eliminate cracking and or blistering. Install lath and two coats of stucco to a minimum of 5/8". Prime and paint as per requirements of manufacturer.

Countertops

14	0010030001	0 LF	0	\$ 4900
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Install Base and Wall Cabinets and Countertop

Provide and install new mid line series "Kraft Line", "Kitchen Kompact", "American Woodmark", or approved equal base and wall cabinetry. All work to be level, plumb, and true. Cabinets are to be attached to studs in the wall. Seal all holes and openings where pipes, wires and other materials may come through cabinets with removable material such as "Thumb Gum" to keep out any rodents. (Cabinet fronts are to be made of the flat panel/rail design vs. the raised panel type, and wood fronts vs. particle board fronts.)

Install formica or Wilson art laminated counter tops, securely attached to cabinets. All work to be level, plumb, and true. Seal all holes and openings where pipes, wires and other materials may come through cabinets with removable material such as "Thumb Gum" to keep out any rodents. Also attach cabinets to studs in walls. Caulk all seams where counter top meets walls

Replace faucet with a moen, delta or approved equal complete with new 1/4 turn shut offs and flex lines
Replace sink with a standard double stainless model with all new hardware.

15	0090080004	0 NO	0	\$ 500
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General repair

Remove over head bar replace drywall as needed and cover with waynes coating trimmed out.
Trim overhead roof post and beam in living room and kitchen.

Drywall

16	0010120121	0	0	\$ 400
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Float wall and patch any holes

Float black wall in living room with mud and tape texture to match and prime.
Patch holes in the sheet rock in all walls, ceilings and specified areas. Tapped and textured to match existing. No painting unless approved.

Also remove standing window opening near main entrance frame in as needed insulate install sheetrock and finish to match.

Heating

17 0120010004 0 NO 0 \$ 8439.

Install Furnace System Complete w/Ductwork etc.

Install new furnace as specified including clean out, ductwork, thermostat, registers, flue liner and main disconnect to code. (Flu liner as needed for orphaned gas appliances, water heater etc. If not necessary, indicate in writing.)

Install a new 90+% AFUE Furnace, with a 14 seer A/C unit ENERGY STAR rated furnace and thermostat as specified including, ductwork, thermostat, registers, and main disconnect to code.

1) size the new furnace to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. This item will be considered incomplete and not paid without sizing specifications.

2) install and vent the unit per manufacturer's instructions (PMI)

3) electrical supply must be a dedicated circuit with a switch at the unit.

4) unit must have a minimum 30 inch front clearance, when installed.

5) check the gas input to the unit

6) check the temp. rise and match to the unit (PMI)

7) recheck for gas leaks

All furnace work must meet or exceed NFPA #54, as well as any other local codes

Install the ductwork for best possible efficiency, Use a reduced plenum system if possible.

size all ducts for best performance (PMI) and manual "J, S, and D, for sizing and number of registers.

1) all joints in return air and supply ducts must be sealed

2) install a filter chamber with a cover

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

Plumbing Repairs

18 0250010010 0 0 \$ 1600

Replace water Heater

Replace the water heater as described.

1) Remove existing cabinet pour new concrete floor and install new manufactured cabinet or build cabinet including door and stucco to match home.

2) Remove any and all defective or leaking lines replace with new and insulate.

3) Install new water heater gas with new gas valve and flex line

4) Reinstall flue pipe, and retest all caz in worst case record readings making sure they all meet WAP Standards.

19 0130040014 0 NO 0 \$ 2100

Replace Tub/Shower Combination

Install tub and surround wall unit 2,3 or 4 pice units (Lasco, Sterling or approved equal unit) as per Performance Manual guidelines and local code.

Owner to have input on style of unit.

Include an anti-scald valve on shower. (This line item is to include all fixtures, supply and waste lines normally associated with tub/shower installations.)

Both 5' X 9'

20 0130040024 0 NO 0 \$ 350

Replace Toilet

Remove and dispose of old toilet make any repairs to floor needed;

Install new low flow toilet to code as per Performance Manual guidelines. (Manfield, Artisian, Kohler or approved equal)

Weatherzation

21 0060010001 0 SF 0 \$ 1000

Blown Cellulose. Open Attic -(R-38)

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

NOTE: All Insulation must meet all WAP STANDARDS!!!!

22	0060140014	0	0	\$	<u>200</u>
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Caulk House Complete

Caulk all areas needed to prevent air infiltration of entire interior of house

Painting

23	0100020001	0 SF	0	\$	<u>2500</u>
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Paint House Complete

Scrape all peeling and loose paint free from surface and apply one coat of breathable oil-based primer to all bare wood. Allow to dry, and apply finish coat of latex. Include all trim in complete house painting. All interior painting is to be completed as one color of the homeowners choice. exterior paint must be light in nature as per Wap standards indicate and pre approved by the Rehab Specialist, and the trim is any color of homeowners choice.

Note: All painting needs a two step process in which bare wood or fresh stucco and or drywall repairs are primed, preped and ready for paint then painted without any imperfections. All paint and primer must be of good quality and suitable for application and the surface being painted.

Total for: House	\$	<u>22 497</u>
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Total for: Interior	\$	<u>21 539</u>
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Job Total Cost: \$	<u>44 036</u>
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Tax	<u>27 47.85</u>
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46 783.85

**GILA COUNTY SUPERIOR COURT
PROBATION DEPARTMENT**

LIMITED SERVICES CONTRACT

This Contract entered into by and between Gila County, on behalf of its Adult Probation Department, hereinafter called "CUSTOMER", and RUBY INVESTIGATIVE POLYGRAPH SERVICE, LLC, hereinafter called PROVIDER.

Whereas, the Party recognizes that the Contract provider(s) or organization contracted with Customer shall have clinicians qualified to provide services under this Contract who are certified by the American Polygraph Association to conduct polygraph testing on post-convicted sex offenders (PSCOT certified) and the Arizona Polygraph Association (AZPA), AND have at least one (1) year of work experience. The Provider shall furnish proof of licenses and certification listed.

SECTION 1: TERM OF CONTRACT:

1. This Limited Service Contract shall be limited to no more than \$25,000 per year and is effective from January 1, 2014 and will remain in effect until June 30, 2014, unless terminated by the Customer. This Limited Service Contract is renewable each year for three (3) years, one year increments contingent upon performance, availability of funding and mutual agreement of both parties.

SECTION 2: DESCRIPTION OF SERVICES:

1. The Provider shall provide Polygraph Examination on post-convicted sex offenders.

SECTION 3: PRICING AND PAYMENT TERMS:

1. The Customer agrees to pay up to half the costs of all referred polygraph examinations and the defendant will be responsible for payment directly to the provider, up front, for the balance of the costs of the polygraph examination (payments by the defendant may be adjusted according to their ability to pay). The Provider agrees that the cost of all polygraph examinations conducted at the Probation Department will be \$300 per Sexual History Polygraph examination and \$215 for Monitoring/Maintenance examination. The Provider agrees the defendant is responsible for a \$50 no-show fee if s/he fails to appear for his/her authorized appointment without twenty-four hour notice of cancellation. The Provider agrees to bill the defendant directly for the no-show fee. These prices cover all expenses and no additional expense will be charged to the Customer. All polygraph examinations will be conducted according to APA standards for Post-Conviction Sex Offender Testing (PCSOT).

SECTION 4: METHOD OF PAYMENT:

1. The Provider shall submit an invoice for services rendered described in this contract to the Program Manager by the fifth working day of the month, following the service month and attach the Polygraph Examination Report(s). The Customer will mail payment to the Provider by the end of each month based upon information on the invoice and receipt of appropriate monthly reporting.

SECTION 5: TERMINATION AND BREACH:

Either party to the resulting agreement may terminate the agreement with or without cause, by giving the other party a ten (10) day written notice. This agreement may be terminated by the Customer upon ten (10) days of written notice with cause resulting from any of the following:

1. Failure of the Provider to perform any services required in the Contract for thirty (30) days after such

service is due, unless justified by causes outside the control of the Provider, shall constitute a breach of the Contract.

2. In the event of a termination or breach by Provider, the Provider shall be reimbursed only for the value of services actually performed and expenses incurred under the Contract prior to the effective day of the termination notice or of notice that the Customer regards the Contract as breached.
3. The lapse of requested insurance, licenses, certification,
4. A material breach of law by the Provider, which in the Superior Court opinion, is materially detrimental to the Superior Court.

SECTION 6: RECORD KEEPING:

1. The Provider agrees that the Customer or any of their duly authorized representative(s) have access to the Provider facilities and the right to examine any books, documents and records of the Provider involving transactions related to the Contract and that such books, documents, and records shall not be disposed of except as provided herein:
 - A. The Provider shall retain all records relating to this Contract for five (5) years after final payment on the Contract or until after the resolution of any audit questions or Contract disputes, whichever is longer. Upon completion or termination of the Contract, the Provider shall provide the Customer with written notice specifying the location where the records will be stored, and the name and telephone number of the person responsible for maintaining them. The Provider is responsible for complying with these requirements even if it closes its business. The Provider shall maintain a policy which incorporates the requirements set forth here.
 - B. The Provider is responsible for maintaining the security of all files and records relating to court referred clients. The Provider is also responsible for any confidentiality requirements which exist under law or at the direction of the court.

SECTION 7: INSURANCE:

1. Without limiting any of the Provider's liabilities or obligations, the Provider shall provide and maintain the minimum insurance coverage until obligations under this Contract are satisfied. At a minimum, the professional liability insurance shall be kept in force at least two years after final payment to the Provider. The Provider shall furnish proof of insurance.

SECTION 8: CONTRACTOR'S STATUS:

1. The status of Provider shall be that of an Independent Contractor, and the Provider shall not be considered employees of the State of Arizona or the Customer and shall not be entitled to receive any fringe benefits associated with regular employment and will not be subject to the provisions of the Gila County Merit System, the Gila County Probation Department Merit System, or the Merit System applicable to the State of Arizona.

SECTION 9: ARBITRATION:

1. This agreement is subject to arbitration to the extent required by A.R.S. §12-1518, A.R.S. §12-133 and Rule 13 Gila County Superior Court Local Rules, 17B A.R.S.

SECTION 10: APPLICABLE LAW:

1. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of the Contract, and any disputes thereunder. The Provider shall comply with applicable sections of all state and federal laws related to nondiscrimination, equal access to employment opportunities, undue influence, and conflicts of interest under A.R.S. §38-511.
2. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

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

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

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

SECTION 11: MISCELLANEOUS

1. The Provider will forward operational policies and procedures on client polygraph examinations, polygraph documentation, confidentiality, and records storage and disposal.
2. An Authorization for Release of Information which provides for communication between the Court, the Customer, and the Provider will be executed by the Provider.
3. The Provider will receive a client referral packet, schedule an appointment with the client within two weeks of receipt of referral, and notify the assigned Officer when the defendant's appointment is scheduled.
4. The Provider will complete a Polygraph Examination Report per industry standard and send the report to the Customer by the fifth working day of the month, for services received the previous month.

SECTION 12: NOTICE REQUIREMENTS:

1. **Notice to the Customer.** The Provider shall provide in writing the notices to the Program Manager which this Contract requires and send them certified mail return receipt requested, to:

**Program Manager
Gila County Probation Department
1100 East Monroe St. Suite 200
Globe, AZ 85501**

2. **Notice to Probation Officer or Court.** At any time the Provider desires to send a client out of state as a part of the client's treatment program or for any other reason, the Provider shall send a written request to the probation officer in advance. A client may not be moved out of state without written permission from the probation officer or the court as appropriate.
3. **Notice of Intent to Add, Move, or Close a Facility or Program.** The Provider shall provide written notice to the Customer no later than 60 days in advance of its intent to add, move, or close a facility or program at which it has been providing services to clients under this Contract.
4. **Notice of Change in Key Personnel.** The Provider shall provide immediate written notice of any changes of key staff of a program/service under this Contract.
5. **Notice of Intent to Modify a Program.** The Provider may propose to modify the components of an existing service/program under this Contract. The Provider shall provide a written request prior to modifying a service/program. Failure to obtain approval may result in the Customer's Program Manager taking actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

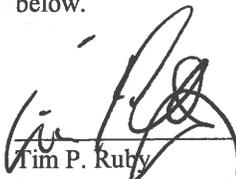
SECTION 13: INDEMNIFICATION:

1. The parties to this Agreement agree that the Customer and its agencies shall be indemnified and held harmless by the Provider for the vicarious liability of the Customer as a result of entering into this Agreement. However, the parties further agree that the Customer and its agencies shall be responsible for its own negligence. Each party to this Agreement is responsible for its own negligence.

SECTION 14: ENTIRE AGREEMENT:

2. This document constitutes the entire Agreement of the parties and shall not be modified, amended, altered or changed except through a written amendment and signed by the parties.

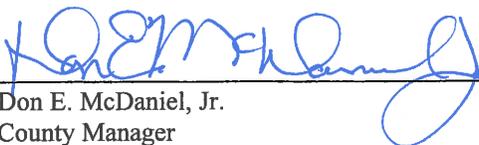
IN WITNESS, THEREOF, the parties have affixed their signature to this CONTRACT/AGREEMENT on the date written below.



Tim P. Ruby
Ruby Investigative Polygraph Service, LLC

1-8-2014

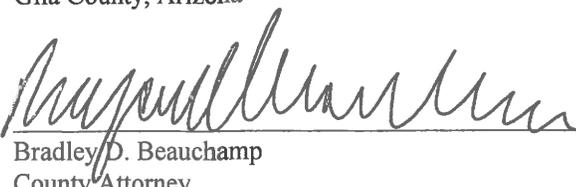
Date



Don E. McDaniel, Jr.
County Manager
Gila County, Arizona

4/9/14

Date



Bradley D. Beauchamp
County Attorney
Gila County, Arizona
Approved as to form

1-27-2014

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

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. 032614
GILA COUNTY COURTHOUSE
ASBESTOS ABATEMENT ON ONE 8' X 3' PANEL

THIS AGREEMENT, made and entered into this ninth day of April, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and East Valley Disaster Services, of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the 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: Properly remove and properly dispose of an 8'x3' asbestos panel located behind a rock-mortar coating at the entrance of the Gila County Courthouse, as identified in the four pictures attached to this contract. Refer to attached Attachment "A" to Service Agreement No. 032614, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 032614, 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. 032614, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

1. Commercial General Liability - Occurrence Form

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

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

2. Worker's Compensation and Employers' Liability

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to 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: The term of the Contract shall commence on the date signed by County Manager and remain in effect for sixty (60) days from that date.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee amount, up to but not to exceed, \$1,335.83 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

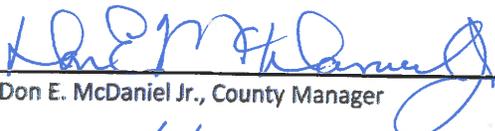
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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. 032614 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: 4/9/14

EAST VALLEY DISASTER SERVICES


Signature

Stuart Mackay
Print Name

March 25, 2014

Christopher Cheatwood
EVDS
257 W. Broadway
Mesa, AZ 85210

Jeannie Sgroi
Contracts Support Specialist
928-402-8612
Gila County Finance

Subject: Gila County - Court House Asbestos Abatement

Jeannie,
We are pleased to submit our proposal to furnish the necessary equipment, materials, labor, and supervision to perform the asbestos abatement required at the above referenced facility.

Scope of Work

East Valley Disaster Services shall perform the proper removal, packaging, and disposal of the asbestos containing materials identified through written communication from Western Technologies.

Lump Sum Price for Asbestos Abatement: \$ 1,335.83

Clarifications and Exceptions

1. Project to be completed during normal business hours.
2. EVDS is not responsible for removing any material above over-hang.
3. Owner is responsible for providing water and power to the work site.

I would like to thank you for this opportunity to be of service and look forward to working with you in the future. If you have any questions please contact Ron Cheatwood at (480) 338-9600

Christopher Cheatwood

Project Manager



257 W. Broadway Road • Mesa • Arizona • 85210
Office: 480.833.4538 • Fax: 480.649.1472
www.evds.co











CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southwest Risk Management, LLC 2855 East Brown Road Suite 28 Mesa AZ 85213	CONTACT NAME: Joanne Tuggay PHONE (A/C, No, Ext): (480) 924-1200 E-MAIL ADDRESS: jtuggay@southwestrisk.com		FAX (A/C, No): (480) 924-1211
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED East Valley Disaster Services Inc. East Valley Remediation Services LLC 257 W. Broadway Mesa AZ 85210	INSURER A: Arch Insurance Company		11150
	INSURER B: Navigators Insurance Company		42307
	INSURER C: Travelers Prop Cas Co of Amer		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: CL1381209605 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	12EMP9291600	4/15/2013	4/15/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractors pollution liability					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:	GENERAL AGGREGATE \$ 2,000,000					
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		1,000,000 ded 10,000			PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		CH13BAP01930700	4/15/2013	4/15/2014	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
		Medical payments \$ 5,000				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED	RETENTION \$	12EMX9291700	4/15/2013	4/15/2014	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	6JUB5B554941	8/11/2013	8/11/2014	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Gila County Courthouse Asbestos Abatement Service Agreement 032614

The County of Gila is named as additional insured on a primary and non contributory basis with regards to general liability.

Waiver of subrogation applies with regards to workers compensation. 30 Days notice of cancellation applies with regards to general liability (10 days notice of cancellation for non payment of premium)

CERTIFICATE HOLDER **CANCELLATION**

Gila County Purchasing Department 1400 E Ash St Globe, AZ 85001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Holt/JTUGGA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED/ PRIMARY COVERAGE
INCLUDING COMPLETED OPERATIONS (COVERAGES A, B, D & F)**

This endorsement modifies insurance provided under the **Environmental Multiline Policy**

In consideration of the premium charged, it is hereby agreed that Section III - WHO IS AN INSURED is amended to include as an Additional Insured the person or organization shown in the schedule below as respects Coverages A, B, D, and F, but only to the extent of liability arising out of YOUR WORK performed by you or on your behalf for that Additional Insured and not due to any actual or alleged independent liability of said Additional Insured.

This Endorsement does not apply to BODILY INJURY or PROPERTY DAMAGE arising out of the sole negligence or willful conduct of, or for defects in design furnished by the Additional Insured.

As respects the coverage afforded the Additional Insured, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such Additional Insured whether primary, excess, contingent or on any other basis.

This endorsement does not increase the Company's limits of liability as specified in the Declarations of this policy.

Additional Insured:

ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US. THE WRITTEN CONTRACT MUST BE EFFECTIVE PRIOR TO THE DATE OF THE LOSS OCCURRENCE.

All other terms and conditions of this Policy remain unchanged.

Issued By: Arch Specialty Insurance Company

Endorsement Number: 11

Policy Number: 12 EMP 92916 00

Named Insured: EAST VALLEY DISASTER SERVICES, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 4/15/13



President

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above East Valley Disaster Services	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 257 W. Broadway Road	Requester's name and address (optional)
City, state, and ZIP code Mesa, AZ 85210	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
8	6	0	7	2	1	8	8	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶ <i>Barbara Ramiel</i>	Date ▶ <i>2/5/14</i>
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Tommie C. Martin, District I
610 E. Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

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



GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743
Fax: (928)425-7056

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 040414
WEATHERIZATION HH#4927

THIS AGREEMENT, made and entered into this 09TH day of APRIL, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Mountain Retreat Builders**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization HH#4927, 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. 040414, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 040414, by mention made a binding part of this agreement as set forth herein.

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

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

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

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

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

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

1. **Commercial General Liability - Occurrence Form**

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

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

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

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

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

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

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

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

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** 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 emailed to Jeannie Sgroi at 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– 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 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

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

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

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

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

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

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expires June 30, 2014.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid in two separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one half (1/2) of the total contract amount. The second and final invoice for one half (1/2) of the total contract amount shall be presented to the Finance Department upon one hundred percent (100%) completion of the project. This Service Agreement No. 040414 is for a total flat fee of \$1,975.75 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

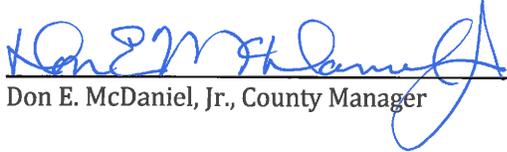
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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, two (2) identical counterparts of Service Agreement No. 040414, 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 9 day of APRIL, 2014.

GILA COUNTY:



Don E. McDaniel, Jr., County Manager

MOUNTAIN RETREAT BUILDERS



Signature


Print Name

Mountain Retreat Builders, LLC.
ROC #170186

Estimate

I

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

Date—4-3-14

To:
Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

For
HH # 4927

	DESCRIPTION		AMOUNT
	Item DESCRIPTION Add plywood and rolled roofing on 8 x 21 south side on house @ 208 Pasquale Globe, AZ 85501		
	Tax INCLUDED		
		TOTAL	\$1,975.75

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
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GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext 8743
Fax (928) 425-7056

FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 040714-1
HERBICIDE WEED CONTROL AT PINAL CEMETERY

THIS AGREEMENT, made and entered into this 10TH day of APRIL, 2014, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and Superior Environmental Solutions, Inc., of the City of Superior, 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 BOS Constituent Services II or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 040714-1, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 040714-1, by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement No. 040714-1, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

1. **Commercial General Liability - Occurrence Form**

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

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

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

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

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

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to the **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to 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–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 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 - 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 12 - 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 13- TERM: The term of the contract shall commence on April 14, 2014 and shall remain in effect through June 30, 2014, unless terminated, canceled or extended as otherwise provided herein.

ARTICLE 14 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$4,800.00 for completion of the project 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 Contractor.

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. 040714-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 4/10/14

**SUPERIOR ENVIRONMENTAL SOLUTIONS,
INC.**



Signature

Mario Suvettez

Print Name



SUPERIOR ENVIRONMENTAL SOLUTIONS, INC.

331 WEST PALO VERDE DRIVE
 SUPERIOR, ARIZONA 85273
 CELL 520.827.0067 FAX / PHONE 520.689.2448

140402

ESTIMATE

Customer

Name Michael Pastor
 Address 1400 E. Ash Street
 City Globe State AZ ZIP 85501
 Phone 928-402-8753

Date 4/2/2014
 Order No. _____
 Rep _____
 FOB _____

Qty	Description		TOTAL
11	Spray pre and post emergent Hebrides to the PINAL CEMETARY. Chemicals used: Glyphosate (Clean up pro) Mec Amine LI700 Simazine Turf Mark	\$400.00	\$4,400.00
1	Spot spray Bermuda grasses with Imazpyr *Treatments should be made twice annually to substantially reduce the weed population. Warning - Pesticides can be harmful. Keep children and pets away from pesticide applications until dry, dissipated, or aerated. For more information contact Superior Environmental Solutions, Inc. - 520-827-0087 Lic# 8460	\$400.00	\$400.00
		Subtotal	\$4,800.00
		Shipping & Handling	\$0.00
		Taxes	
		TOTAL	\$4,800.00

Payment Details

Cash
 Check
 TERMS - due upon receipt

Subtotal	\$4,800.00
Shipping & Handling	\$0.00
Taxes	
TOTAL	\$4,800.00

Office Use Only

superiorensolution@gmail.com

SPCC LIC # 8460

Tommie. Martin, District I
610 E. Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

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



GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

LEASE AGREEMENT NO. 040214

This lease agreement is entered into between Alhambra MHP & Storage, LLC of Phoenix, AZ, hereinafter referred to as **OWNER** and Gila County of Globe, AZ, hereinafter referred to as **GILA COUNTY**.

1. **LOCATION & DESCRIPTION OF LEASED AREA:** This Agreement is to lease Storage Units #S107, #S109 and #S110, all 10' x 20' storage units, at a unit price of \$119.00 per month, for a twelve month period. All units to be leased are located at 1421 E. Monterey Drive, in Globe, Arizona, 85501.
2. **TERM & RATES:** The term of this Agreement shall be for a period of one (1) year, from March 01, 2014 to February 28, 2015. The annual rent shall be at a rate of \$4,284.00, for all units described in this lease agreement, payable within fifteen (15) days of receipt of invoice. An invoice shall be generated by the Owner and mailed to the County address in this lease.

The Owner agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

The County will have exclusive use of the storage room.

3. **LANDLORD – TENANT RELATIONSHIP:** The landlord-tenant relationship shall be governed by A.R.S. §33-301 to 33-381.

This agreement is subject to cancellation pursuant to A.R.S. §38.511.

4. **FISCAL LIMITATIONS:** It is understood and agreed that Gila County's obligation pursuant to this Agreement is contingent upon financial appropriation during the rental period. In the event such financial appropriation is inadequate, Gila County may discontinue occupancy of the office space with thirty (30) days written notice.

5. **TERMS AND CONDITIONS:** Gila County will pay the storage rental amount on an annual basis. Should the business known as Alhambra MHP & Storage, LLC, transfer ownership during the time of the lease period, the prepayment made by Gila County shall also transfer to the new Owner. To the extent that the terms and conditions of this Lease Agreement conflict with the Terms and Conditions of the original Storage Agreements, the terms and conditions of this lease agreement will prevail and govern the contractual relationship between the parties.

6. **NOTICES:** All Notices or Demands upon either party shall be in writing and shall be delivered in person or via mail addressed as follows:

Alhambra MHP & Storage, LLC
 Attn: A.J. Stockwell
 P.O. Box 50202
 Phoenix, Arizona 85076-0202

Gila County Finance
 Guerrero Building
 Attn: Accounts Payable
 1400 E. Ash Street
 Globe, Arizona 85501

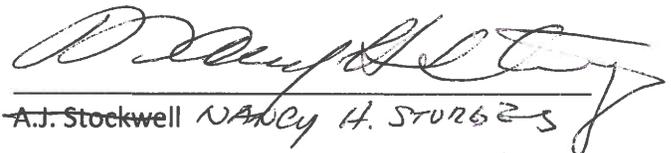
GILA COUNTY



 Don E. McDaniel, Jr., County Manager

Date: 4/16/14

ALHAMBRA MHP & STORAGE, LLC



 A.J. Stockwell NANCY H. STURGES

MANAGING MEMBER

 Title

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



GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 040714

FIELD LINING SYSTEMS, INC. Repair Leachate Pond at Russell Gulch Landfill

THIS AGREEMENT, made and entered into this 16th day of APRIL, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Field Lining Systems, Inc., of the City of Avondale, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the scope of work below and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the County Recycling and Landfill Manager or designee.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 040714 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 040714 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 (ACCORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to 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.

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ARTICLE 7– WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will 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 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

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

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

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

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

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

ARTICLE 14- TERM: Contract shall be effective date signed by the County Manager and expire 60 days thereafter.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount up to, but not to exceed, \$5,200.00 for completion of the project as outlined in Article 1 - Scope of Services. Work is to be billed on a time and materials basis, per the rates mutually agreed to in Attachment "A" to Service Agreement No. 040714.

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. 040714 has been duly executed by the parties hereinabove named, on the date and year first above written.

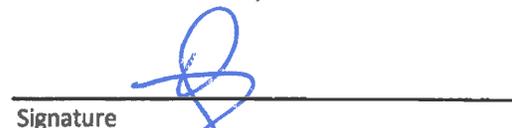
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 4/16/14

FIELD LINING SYSTEMS, INC.



Signature

Kristy Lagunas, President

Print Name



439 South 3rd Avenue, Avondale, AZ 85323
 Bus: (623) 842-1255 Fax: (623) 930-1766
 E-Mail Address: erico@flisico.com

T & M QUOTE

Email: isgrcl@gilacountvaz.gov SI. No. 1
 ATTN: Jeannie Sgroi DATE: 4/9/2014
 COMPANY: Gila County PAGES: 2
 (including cover page)
 PHONE: 928-402-8612 FLSI RE: B-072-14
 BID RE: Pond Liner Repairs at Russell Gulch LF - Globs, AZ

BID ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT
1	Mob/Demob	1	LS	\$500.00	\$500.00
2	Equipment	1	Day	\$420.00	\$420.00
3	Perdiem (6 Men @ \$95.00 per man)	1	Day	\$380.00	\$380.00
4	Labor (1-Supervisor, 1-Tech & 1-Helper)	1	Day	\$1,300.00	\$1,300.00
5	Material: 60mil HDPE Liner	660	SF	\$0.50	\$330.00
6	Material: HDPE Welding Rod	2	Spools	\$85.00	\$170.00
Total:					\$3,100.00

"ESTIMATED TOTAL"	\$3,100.00	For one (1) Day
"ESTIMATED DAILY COST"	\$2,100.00	Daily Rate for Add'l Days

Scope of work: FLSI presents this proposal to inspect, Test and repair existing liner if holes are found the damaged areas will be repaired using patches extrusion welded and tested according to industry standards.

Project Schedule as requested: Approx. One (1) day (Add'l days may be required if needed)

Work Schedule: 8 hours per day / Monday - Friday

General Notes and Clarifications

- * Lead time is 2 Weeks at this time due to back log (lead time may change due to production schedule)
- * Items will be charged as follows; Bid item 1 is lump sum. Items 2 to 4 will be based on actual days worked (anticipated to complete repairs). Bid items 5&6 will be actual quantity used, charged at unit rates listed.
- * Repair area must be uncovered, cleaned up and dried out prior to our crew arriving.
- * This quotation is valid for thirty (30) days. Orders will be processed after "order acknowledgment" has been signed and returned.
- * Lead time is 2 Weeks at this time due to back log (lead time may change due to production schedule)
- * Excludes all taxes. If tax is required it will be added to proposal
- * All prices are FOB Jobsite

Please review our notes and exceptions attached which are considered a part of this proposal & will become a part of subcontract once the proposal is accepted.

Best Regards,

Jafer Jaweed

(P) 623-842-1255
 (F) 623-930-1766

Order Acknowledgment

By signing this Acknowledgment, Customer hereby accepts the above quotation and general notes. Payment will be made as indicated in our notes and exceptions. Field Lining Systems, Inc. reserves the right to file a preliminary lien notice as required by law

Signature _____ Printed Name _____ Title _____ Date _____

FIELD LINING SYSTEMS, INC.
439 SOUTH 3RD AVENUE
AVONDALE, ARIZONA 85323
Phone (623) 842-1255 Fax (623) 930-1766
www.fieldliningsystems.com

2014 Labor & Equipment Rates

To: Jeannie Sgroi	Date: 4/9/2014
Company: Gila County	Fax Number: jsgroi@gilacountyaz.gov

Project Title: Pond Liner Repairs at Russell Gulch LF - Globe, AZ

MANPOWER RATES

	Straight Time Rate	Over Time Rate	Double Time Rate
Supervisor	\$60.75	\$84.53	\$108.31
Technician	\$54.71	\$73.99	\$93.26
Helper	\$50.22	\$67.43	\$84.65

- Straight time rates are based on eight (8) hour days Monday through Friday. All hours exceeding that, including Saturdays are at over time rates. Sundays & holidays are at double time.
- Subsistence pay at \$95.00 per day per man.
- Mob/Demob: \$500.00
- Additional material and misc. supplies will be at cost plus 15%.
- Any stand-by time will be at straight time rates.
- Minimum 8-hour charge per day.

EQUIPMENT RATES per Day

Truck	X	\$80.00
Generator	X	\$75.00
Hot Shoe Welder		\$0.00
Extrusion Welder	X	\$55.00
Grinder	X	\$20.00
Leister	X	\$25.00
Tester	X	\$50.00
Tensiometer	X	\$75.00
Coupon Punch	X	\$40.00
Toilets		Rental rate plus mark-up
Rental Equipment		Rental rate plus mark-up
Tool Trailer		\$100.00
Safety Equipment		\$300.00
TOTAL:		\$420.00

Tommie C. Martin, District I
610 E. Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

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



GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 402-8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 040714-3
APPRAISAL FOR MICHAELSON BUILDING
157 S. BROAD STREET, GLOBE, AZ

THIS AGREEMENT, made and entered into this 16th day of APRIL, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Kurt Peer Appraiser, 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 agreements 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: Contractor shall perform a full appraisal on the property at 157 S. Broad Street in Globe, Arizona, referred to as the Michaelson Building.

Contractor Fee's: Contractor shall charge a flat fee of \$3,250.00 to perform the appraisal on the Michaelson Building at 157 S. Broad Street in Globe, Arizona.

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 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- 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 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 June 30, 2014.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$3,250.00 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

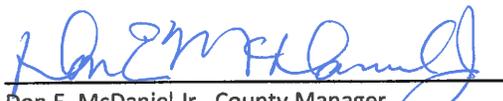
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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. 040714-3 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 4/19/14

KURT PEER APPRAISER



Signature

Kurt Peer

Print Name

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

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8761

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 032514

RODEO LIVESTOCK FOR COPPER DUST STAMPEDE RODEO MAY 09th and 10th, 2014

THIS AGREEMENT, made and entered into this 16th day of APRIL, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Slash M Rodeo Co., Inc.**, of the City of Sonoita, 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.

Scope of Work: Contractor will provide:

- Twelve (12) Bareback Horses for Bareback Riding
- Seventeen (17) Bulls for Bull Riding
- Twenty-four (24) Calfs for Calf Roping
- Fifteen (15) Calfs for Ladies Breakaway
- Twenty-three (23) Saddle Bronc horses for Saddle Bronc Riding
- Eleven (11) Steers for Steer Wrestling
- Thirty-five Roping Steers (35) for Team Roping
- Rodeo Secretary
- Timers
- Rodeo Officials
- Chute Labor
- Bullfighter
- Two (2) Pick-up Men
- All Liability Insurance naming Gila County as additional insured

Contractor Fee's: Contractor will be paid a flat fee of **\$8,800.00**, to provide the above Scope of Work for the Copper Dust Stampede Rodeo at the Gila County Fairgrounds, Globe, AZ. on May 09th and May 10th, 2014.

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, Attention: Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the 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, Attention: Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 85501** or via email to Ms. Sgroi at dsgrai@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

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

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

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

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

ARTICLE 7 – 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 8 – 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 9 – 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 10 - 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 11 - 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 12 - 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 13- TERM: The term of the agreement shall commence on **May 09, 2014**, and expire **May 10, 2014**, unless terminated, canceled or extended as otherwise provided herein.

ARTICLE 14 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$8,800.00 for completion of the project 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. 032514 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: 4/10/14

SLASH M RODEO COMPANY, INC.



Signature



Entry Date 4/10/2014 Price Expires 9/30/2014

USA-West Region: Aggregate / Asphalt / Ready-Mix Sales Quotation

30481 Revision 0

Various

Customer Project	Various	Quotation No	30481
Customer Job No		Dodge No	
		Job No	
		Bid Date	4/10/2014
Ship Address	Various	Entered by	KJHenderson
Corner / Intersection			
City / State / ZIP	Globe Az		
Customer	Gila County Public Works	Salesman	Ray Driggs
Contact	Joni Erwin	Phone: Cell	602-809-1084
Phone: Cell	928-402-8897	Phone: Office	602-416-2735
Phone: Office		Fax	602-416-2973
Fax		Email	ray.driggs@cemex.com
Email	jerwingilacountyaz.com		

Note to Customer:

Line	Priority	Material	Commodity	Qty	FOB	Comment	Truck	Plant	Plt#
00	Prmy	1340152	Environmental Compliance Fees: \$10 / Load						
10	Prmy	1501413	Asphalt; Cold Mix, COP LOC: 27th Ave & Broadway Rd, Phoenix	500	Ton \$90.00	FOB PRICE ONLY	Not Specified	Gomez Asphalt	1396

Aggregate Asphalt Additional Charges

Plant Open Fee :	\$500.00	\$/Shift
Weekends and Off Hrs		
Full Freight Fee:	See Below	
Standby Charge:	\$0.00	\$/Min

Note: Effective July 1, 2013 the following fee will replace Cemex Short Load Fees:

Full Freight Recovery Fees: Fee = [22 ton less Actual Ton] x Actual Freight Cost / Ton

These fees will apply to any shipment requested at less than full load [22 ton]



Entry Date 4/10/2014 Price Expires 9/30/2014

USA-West Region: Aggregate / Asphalt / Ready-Mix Sales Quotation

30481 Revision 0

Various

General Terms and Conditions

Quote must be accepted within 30 Days

Upon acceptance of this quote, the CEMEX Sales Department requires timely notification, 1-2 weeks prior to placing order. This will help eliminate billing errors and allow time to prepare mix design submittals when requested.

UPON ACCEPTANCE OF THIS QUOTE, PLEASE SIGN .FAX BACK TO 602-416-2973

1% discount available on payments received on or before the 15th of the month following purchase. 1.5% service charge will be added to past due balances.

All quoted prices are based on total materials and are good only for the project and through the date listed above. This quotation also subject to Standard CEMEX Terms and Conditions.

CEMEX reserves the right to adjust pricing and quantities based on material availability and/or adverse market conditions.

Quoted delivered prices are subject to change due to volatility of diesel fuel prices.

Additional Ready Mix Terms and Conditions

Retarder		Short Load		Accelerator		Additional Charges	
Chilled Water	\$2.00/yd	4<6 cyd	\$100	Hot Water	\$2.00/yd	Sat / yd	\$10.00
Summer Set1	\$3.00/yd	2<4 cyd	\$125	Winter Set1	\$4.00/yd	Ice / lb	\$0.40
Summer Set2	\$4.00/yd	1<2 cyd	\$150	Winter Set2	\$7.00/yd	Enviro / ld	\$15.00
Summer Set3	\$5.00/yd			Winter Set3	\$10.00/yd	Bckt Wsh/ ld	\$25.00
Summer Set4	\$6.00/yd			Winter Set4	\$13.00/yd	Fuel "8/12" / ld	\$26.00

IF ICE IS REQUIRED TO MAINTAIN 90 DEGREE TEMPERATURES, IT WILL BE AT THE EXPENSE OF THE CONTRACTOR AT \$0.40 PER LB. COLOR WASHOUT FEE IS \$20.00 PER LOAD. WAITING AND UNLOAD TIME IS \$2.00 PER MINUTE AFTER ALLOWED TIME OF 4 MINUTE / CUBIC YARD, A MAXIMUM OF 45 MINUTES PER TRUCK.

Landfill Terms and Conditions

All loads need to be free fo deleterious materials including but not limited to the following:

- | | | |
|-------------------------|----------------------|--------------------------------|
| Hazardous materials | Green waste | Organic material |
| Floor tiles with mastic | Concrete with mastic | Asbestos |
| ACP/Transit pipe | Paper products | Trash: Household or Commercial |

If any materials that are delivered to the site are found to be unsuitable as defined above; they will be loaded back on the truck and a re-handling fee of \$40.00 will be assessed to cover the additional costs.

Mixed loads are defined as loads that have any combination of dirt, concrete, or asphalt mixed together in excess of acceptable ratios. Additionally, loads including RGRCP pipe will also be treated as mixed loads due to the increased difficulty in the handling / recycling of this type of material.

Customer Signature

Don E. McDaniel, Jr.
Don E. McDaniel, Jr., County Manager

Date:

4/10/14