

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:

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**GILA COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING - TUESDAY, DECEMBER 16, 2014 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
  
2. **PRESENTATIONS:**
  - A. Public recognition of one employee for December's "Spotlight on Employees" Program, as follows: Susan Pontel. **(Erica Raymond)**
  
  - B. Presentation by Erin Collins of Erin Collins and Associates and Kristen Davison of The Pharmacist Connection, Inc. updating Member County Boards of Supervisors about the Sweet Savings Diabetes Program.
  
3. **PUBLIC HEARINGS:**
  - A. Information/Discussion/Action to adopt Resolution No. 14-12-01 to name a previously unnamed section of road in Tonto Basin as W. Sierra Ancha Way. **(Steve Stratton)**
  
4. **REGULAR AGENDA ITEMS:**
  - A. **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Flood Control District Board of Directors.)** Information/Discussion/Action to approve a request for a variance to Section 5.2.C of the Gila County Floodplain Management Ordinance to: 1) allow wet flood-proofing of a building larger than 600 square feet; and 2) to use the building for parking, storage and as a workshop, which is a use not normally allowed for a wet flood-proofed building. **(Darde DeRoulhac)**  
**(Motion to adjourn as the Gila County Flood Control District Board of Directors and reconvene as the Gila County Board of Supervisors.)**
  
  - B. Information/Discussion/Action to approve a Multi-Agency Public Safety Dive Team Mutual Aid Agreement between the Gila County Sheriff's Office and the City of Globe for a period of ten years from the date of the last signature. **(John France)**

- C. Information/Discussion/Action to approve a Memorandum of Understanding with Global Tel\*Link Corporation to install an ATM style kiosk, at no cost to the County, in the lobby of the Gila County Globe jail.  
**(Jeff Hessenius and Matt Solberg)**
  
- D. Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 112514 for the purchase of up to three, new 6/7 passenger mini-vans for the Gila County Sheriff's Office and the County Detention Department.  
**(Jeff Hessenius and Steve Stratton)**
  
- 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 Amendment No. 3 to Professional Services Contract No. 062813-Medical Examiner Services between Gila County and Mark A. Fischione, M.D., PLC to extend the term of the contract from January 7, 2015, to January 6, 2016, and to increase the original contract amount from \$30,000 to \$70,000 for the new contract term.
  
- B. Approval of a \$50,000 contingency item to be used in the event of additional costs incurred by Modular Solutions, Ltd. in the transportation and set up of the used 20,160 square foot modular structure purchased by Gila County.
  
- C. Approval of the Intergovernmental Agreement between Gila County and the Town of Superior, whereby the Town of Superior Library will become a designated "Access Point" under the Workforce Investment Act for the period of December 1, 2014, through June 30, 2015.
  
- D. Approval of Amendment No. 2 to a Weatherization Low-Income Assistance Agreement (Contract No. EW-ESA-14-4181-02Y2) between the State of Arizona, Governor's Office of Energy Policy and the Gila County Community Services Division, Housing Services, which allows for carry over of an un-obligated balance of \$4,213.67 from FY 2014 for the use in FY 2015 for the period of July 1, 2014, through June 30, 2015.
  
- E. Approval of the following precinct committeemen appointments as submitted by the Gila County Republican Committee: Payson # 2 Jeff Loyd; Payson # 2-Pamela Kay Swain; Payson #3 Linda Ann Grau; Zane Grey-Stephen Leonard Ray; Zane Grey-Denise Ray; Star Valley-Joanne Gail Rowe; and Gisela-Frieda Ann Haught.

- F. Acknowledgment of the November 2014 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
  - G. Acknowledgment of the September 2014 and October 2014 monthly activity reports submitted by the Recorder's Office.
  - H. Approval of the November 25, 2014, Board of Supervisors' Regular Meeting minutes.
  - I. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of November 17, 2014, to November 21, 2014; and November 24, 2014 to November 28, 2014.
  - J. Approval of finance reports/demands/transfers for the weeks of December 9, 2014, and December 16, 2014.
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.
7. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager 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-2898**

**Presentation Agenda Item 2. A.**

**Regular BOS Meeting**

Meeting Date: 12/16/2014

Submitted For: Shelley McPherson, HR and Risk Management Director

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

Department: Human Resources Department

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Information

Request/Subject

December 2014 "Spotlight on Employees" Program

Background Information

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

Evaluation

n/a

Conclusion

n/a

Recommendation

To allow the Human Resources Department to publicly recognize one employee for December 2014 through the County's Spotlight on Employees Program.

Suggested Motion

Public recognition of one employee for December's "Spotlight on Employees" Program, as follows: Susan Pontel. **(Erica Raymond)**

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Attachments

*No file(s) attached.*

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**ARF-2909**

**Presentation Agenda Item 2. B.**

**Regular BOS Meeting**

Meeting Date: 12/16/2014

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

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

Department: Asst County Manager/Library District

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Information

Request/Subject

Sweet Savings Diabetes and Arizona Local Government Employee Benefit Trust Presentation.

Background Information

The Employee Diabetes Program was established by Arizona Local Government Employee Benefit Trust (AZLGEBT) to supplement the Wellness Program and provide additional benefit and assistance to those covered employees and dependents who have a diabetes diagnosis. Since 2011, The Pharmacist Connection, Inc. has been working with AZLGEBT to fight the rising prevalence and cost of diabetes by teaching diabetics how to control their disease through regular face to face consultations.

Erin Collins of Erin Collins and Associates, along with Kristen Davison with The Pharmacist Connection, Inc. are making this presentation to each member county to share information re-launching the Sweet Savings Diabetes Program and to encourage participation.

In addition to this presentation, there will be two meetings today at 12:30 pm and 5:30 pm for eligible non-enrolled plan members to learn more about the program and encourage registration in the program. These meetings will be held in the Board of Supervisors Hearing Room and teleconferenced to the Payson Board of Supervisors Conference Room.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

### Suggested Motion

Presentation by Erin Collins of Erin Collins and Associates and Kristen Davison of The Pharmacist Connection, Inc. updating Member County Boards of Supervisors about the Sweet Savings Diabetes Program.

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### Attachments

Sweet Savings Diabetes Presentation

Sweet Savings Enrollment packet 2014

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# Sweet Savings Diabetes Program

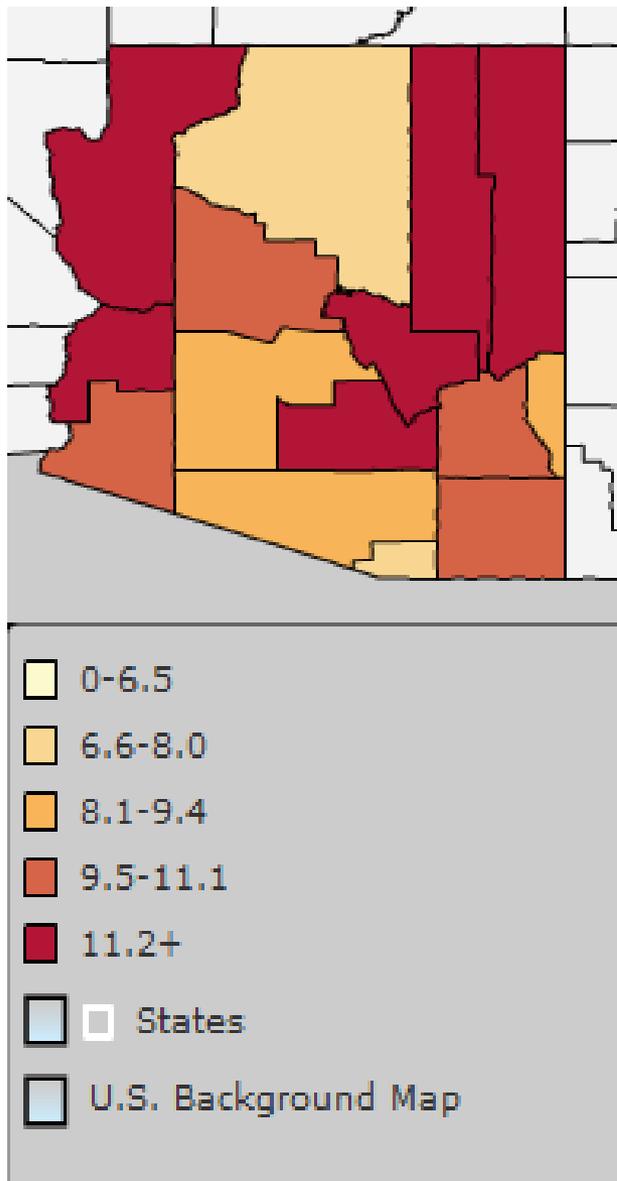


# Diabetes Statistics

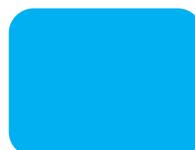
- **8.3%** of the United States population, or 25.8 million people, have diabetes; 18.8 million of these are diagnosed, 7.0 million are undiagnosed, and 79 million are pre-diabetic.
- Diabetics incur an average of **\$13,741** in expenditures per year compared to non-diabetics who incur an average of **\$5,853** (this figure is generated from an age-sex adjusted equal group of non-diabetics to provide an accurate “apples to apples” comparison).
- Diagnosed diabetics have **2.3** times higher medical expenditures than non-diabetics.
- Diabetics have a **2-4** times higher risk of **stroke** than non-diabetics.
- Diabetics have **2-4** times **higher heart disease death rate** and increased risk for **high blood pressure**.
- **60-70%** of diabetics suffer from mild to severe **nervous system damage**.
- **60%** of non-traumatic lower-limb **amputations** occur in diabetics.
- Diabetes is the leading cause of **kidney failure** and **blindness**.



# AZ 2011 Diagnosed Diabetes Percentage

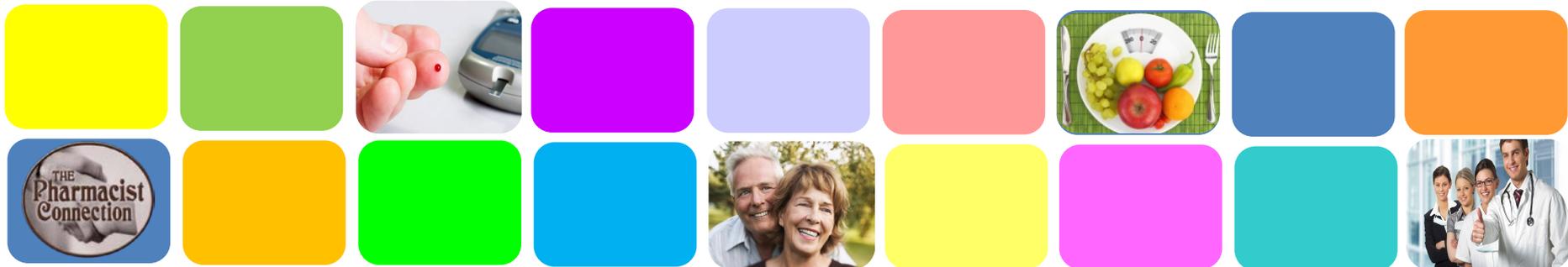


- Apache 15.1
- La Paz 13.4
- Navajo 12.3
- Gila 12.3
- Mohave 11.6
- Pinal 11.6
- Graham 10.5
- Yuma 10.2
- Yavapai 10.1
- Cochise 9.6
- Greenlee 9.4
- Pima 8.5
- Maricopa 8.2
- Coconino 7.4
- Santa Cruz 6.7



# The Pharmacist Connection

- Established to work with employer groups to fight the rising prevalence and cost of diabetes by teaching diabetics how to control their disease through regular face to face consultations.
- Pharmacist based program due to unique knowledge base regarding medications, diabetes, and disease management.
- Working with AZLGEBT since 2011.



# Sweet Savings Diabetes Program

- Based on successful Asheville Project in North Carolina that demonstrated significant improvements in diabetes outcomes and total health care costs.
- Participants meet face to face with specially trained pharmacists quarterly at minimum.
- Participants have routine lab work completed annually at minimum
- Clinical and financial data is collected and compiled into an annual report.



# Sweet Savings Diabetes Program

- For PPO enrollees:
  - AZLGEBT waives co-pays on diabetic medications and testing supplies as a program incentive.
- For HDHP enrollees:
  - Co-pay waiver prohibited under IRS regulations
  - Participants pay drug and supply costs as any other HDHP participant...
  - ..But still benefit from pharmacist guidance.



# Pharmacist Model Success

## Asheville Project\*

- 10% or more decrease per year in paid medical claims
- Patients with controlled A1C increased (24%, 27%, 18%)
- Patients with optimal LDL increased (2%-20%)

## AZLGEBT Sweet Savings Diabetes

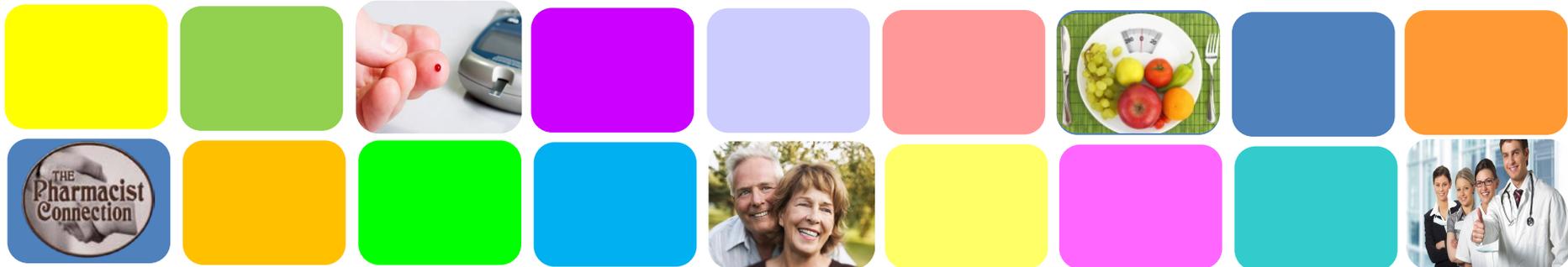
- Long term participants have 11.2% less total medical claims than their baseline year
- Number of patients with controlled A1C, blood pressure, LDL have all increased
- 56% patients improved A1C, 47% improved LDL, 57% improved blood pressure
- Higher routine exam rate

\* J Am Pharm Assoc. 2003; 43: 173-84.



# Participating

- Participants receive enrollment packet from [www.mypharmacistconnection.com](http://www.mypharmacistconnection.com), from human resources, or from the wellness program coordinator.
- Pharmacist schedules on-site visits at county location; off site visits at Starbucks, etc are optional if a member prefers due to confidentiality
- Visits and lab completion dates are tracked regularly and participants are notified and dropped from the program if they do not comply.



# Pharmacist Visit

- Face to face individual consultations with diabetes educated pharmacist include:
  - Laboratory results analysis
  - Blood pressure review
  - ADA guidelines and goal setting
  - Foot care
  - Proper insulin use
  - Discussion regarding nutrition, weight, diabetes and it's complications
  - Explanation of medications and how they work
  - Accountability
  - Support
  - Collaborative medication therapy management with physicians
  - Q & A time within appointment times as well as via email or telephone



# Participant Satisfaction

- Annual participant satisfaction surveys are distributed and collected annually.
  - 50 Returned surveys (40% of participants)
  - 100% can contact and schedule pharmacist visits easily
  - 98% highly satisfied with program
  - 96% say it is convenient to test A1C at Wellness blood draws



# Data Tracked

## Financial

- Third party vendor works with PBM and TPA to obtain data
- Compare total claims, diabetes related claims, routine visit rates, etc of participants vs. diabetics not enrolled
- Provide estimated ROI
- Flexible data points and reporting

## Clinical

- Tracked by third party vendor
- A1C
- Blood Pressure
- Cholesterol
- Triglycerides
- Weight
- Flu Shot
- Foot Exam



# Highlights of Sweet Savings Program

- Face to face interactions with specially trained pharmacists.
- Well structured and personally managed program.
- Annual clinical and financial data reports completed by a third party.
- Ability to determine success quantitatively AND qualitatively.
- Proven successful at reducing medical costs AND improving clinical values in participants.



# Questions?

# Thank you!





*Welcome to the Sweet Savings Diabetes Program that is being sponsored by the Arizona Local Government Employee Benefit Trust (AZLGEBT) to help you manage your diabetes!*

### **The Sweet Savings Diabetes Program**

This program is designed to help you improve your health and save you money by teaching you how to better manage your diabetes. The success of this program is based on a collaborative effort between you, your physician, and a diabetes trained pharmacist.

During your enrollment in Sweet Savings, you will meet at regularly scheduled times with a designated pharmacist who will discuss various elements of your diabetes care including but not limited to: foot care, vision/dental care, glucose readings, medications, and vaccinations. You will be a full-fledged member of your healthcare team and will be involved in developing a treatment and education support plan that meets your individual health care needs and provides the education and skill training that you need to manage your diabetes.

### **Completing your enrollment in the Sweet Savings Diabetes Program**

To complete the enrollment process, you need to fill out, sign, and return the next seven pages of this enrollment packet. The completed forms are to be returned to the Program Coordinator: Kristen Davison, The Pharmacist Connection, PO Box 6775, Kingman, AZ 86402, (928) 279-7206, [kristen.clj@gmail.com](mailto:kristen.clj@gmail.com). Please contact Kristen with any questions or concerns.



## Sweet Savings Diabetes Program Sign-up Form

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ E-mail Address (optional): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone (Home/Business/Cell): \_\_\_\_\_ Alternate Phone (optional): \_\_\_\_\_

Ethnicity:  African American  Asian  Caucasian  Hispanic  Native American  Other

Gender:  Female  Male Diabetes Type:  Type 1  Type 2

Primary Language:  English  Spanish  French  Italian  German  Chinese  Other

Highest Grade Completed:  8<sup>th</sup> Grade or Less  Some College  
 Some High School  College Graduate  
 High School Graduate  Post-Graduate Education

Occupation (optional): \_\_\_\_\_ Medical Claims ID #: \_\_\_\_\_

Relationship to Employee:  Self  Spouse  Child  Other Retiree:  Yes  No

Physician/Primary Care (optional): \_\_\_\_\_

### CONSENT TO PARTICIPATE AND RELEASE MEDICAL INFORMATION:

I am voluntarily participating in the Sweet Savings Diabetes Program, a health management program (the "Program") sponsored by my benefit plan, the Arizona Local Government Employee Benefit Trust. My participation will require that my pharmacist obtain certain medical/health information about my condition from my physician and/or other members of my health care team. By signing this form, I am giving my authorization to having information about my condition released to the pharmacist, Pharmacist Network Coordinator, The Pharmacist Connection staff and/or other health care providers participating in my care, to be used specifically and confidentially for my care and to assess quality of care and to administer the program. Further, I give my authorization that appropriately blinded/de-identified data as to my identity and condition/treatment may be aggregated with similarly blinded data from other patients enrolled in the same program for research and educational purposes. "De-identified" data means health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual in accordance with HIPAA.

I understand that I may revoke this authorization at any time upon giving written notice to Kristen Davison, The Pharmacist Connection, PO Box 6775, Kingman, AZ 86402, (928) 279-7206. Were that to be the case, I understand and agree that actions taken by any party related to the conduct of the Sweet Savings Diabetes Program during the period that relied upon my consent would stand. Also, I understand that, if this consent is not revoked, it will continue for the duration that I am enrolled in the program, and expire automatically should I discontinue my participation in the program.

I understand that I am required to sign this Authorization as a condition of my participation in the Program.

I understand that the information disclosed by this authorization may be subject to re-disclosure by the Recipients listed above and, in that case, will no longer be protected by the Health Insurance Portability and Accountability Act Privacy Rule [45 CFR Part 164], and the Privacy Act of 1974 [5 USC 552a].

Date: \_\_\_\_\_ Patient: \_\_\_\_\_ Signature: \_\_\_\_\_

If additional consent is required, have the authorized person sign below:

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Relationship to Patient: \_\_\_\_\_



## *Sweet Savings Diabetes Program* History of Diabetes Initial Patient Assessment

Patient Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Primary Care Physician: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Dietician: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Allergies: \_\_\_\_\_

### **Past Medical History:**

DO YOU HAVE, OR HAVE YOU EVER BEEN TOLD THAT YOU HAD (Please circle those that apply):

- Yes No Heart disease (heart attack, angina, heart surgery, arrhythmia)
- Yes No Lung disease
- Yes No High blood pressure
- Yes No Thyroid problems
- Yes No Kidney problems
- Yes No Cancer
- Yes No Liver or gallbladder trouble
- Yes No Head trauma
- Yes No Osteoporosis
- Yes No Arthritis
- Yes No Stroke or TIA
- Yes No Migraine Headaches
- Yes No Seizures
- Yes No Anxiety disorder, panic attacks
- Yes No Depression
- Yes No Glaucoma, macular degeneration or other eye problem
- Yes No Other. Describe: \_\_\_\_\_
- Yes No Serious infections. Describe: \_\_\_\_\_

### **Current Medications (include over-the-counter medicines and herbal remedies):**

<u>DRUG</u>	<u>DOSE</u>	<u>DIRECTIONS</u>	<u>PRESCRIBING DOCTOR</u>	<u>USED FOR?</u>	<u>STARTED WHEN ?</u>
<u>1</u>					
<u>2</u>					
<u>3</u>					
<u>4</u>					
<u>5</u>					

Have you ever had any problems with your medication(s)?



**History of Diabetes:**

Age when diagnosed: (age/year) _____	
Hospitalization(s) or ER visits for treatment of diabetes in the last 12 months ( <i>Dates/reasons/duration/outcome</i> )	Physician office visits for diabetes for the last 12 months ( <i>Date/reason/outcome</i> )

**Diabetes Education:**

Any previous diabetes education? <input type="checkbox"/> NO <input type="checkbox"/> YES (When) _____ (Where) _____	
What is the most difficult part of having diabetes?	Do you believe your family members understand the conditions of your diabetes? <input type="checkbox"/> YES <input type="checkbox"/> NO ( <i>why not?</i> )
Do you belong to any diabetes associations or support groups? <input type="checkbox"/> NO <input type="checkbox"/> YES ( <i>organizations</i> )	

**Exercise/Nutrition:**

Current Height?	Current weight?
Have you met with a dietitian to discuss a diet plan? <input type="checkbox"/> NO <input type="checkbox"/> YES Dietitian/phone: _____	
What do your daily meals consist of?	When do you eat your meals?
What are your usual daily activities:	Do you have a regular exercise schedule? <input type="checkbox"/> NO <input type="checkbox"/> YES ( <i>Type and Frequency</i> )

**Lab Values (Complete if known):**

MOST RECENT LAB VALUE	DATE/TIME	RESULT
Blood Glucose		
HbA1c		
Total Cholesterol		
LDL		
HDL		
TG		
Microalbumin/Urine Test		

*Complete this next section only if you are currently taking insulin.*



**Insulin Regimens:**

I am not currently taking insulin.

	BREAKFAST	LUNCH	DINNER	BEDTIME
Time				
Insulin Type				
Dosage (units)				
Number of Missed doses				
Do you administer your own insulin? If not, who administers your insulin?	Syringe size:  Needle size:  How do you dispose of used syringes?			
Are you having any problems with your insulin?	Describe what is meant by rotating sites?			
How do you store your insulin?	How do you carry your insulin?			

**Blood Glucose Monitoring:**

How do you check your blood glucose levels? <input type="checkbox"/> Do not test <input type="checkbox"/> Visual ( <i>test name</i> ) _____ <input type="checkbox"/> Urine test ( <i>test name</i> ) _____ <input type="checkbox"/> Blood Glucose Monitor ( <i>meter name</i> ): _____	How often do you monitor your blood sugars? ( <i>Tests per day</i> )
What do you like about it? What do you dislike about it? Are you having any problems/difficulties with the meter? ( <i>Describe</i> )	
Based on the results you get from your meter, what do you consider to be high, normal, and low sugar values? HIGH: _____ NORMAL: _____ LOW: _____	

**Hypoglycemia Awareness:**

Have you ever experience low blood sugars? <input type="checkbox"/> NO <input type="checkbox"/> YES ( <i>date of last episode</i> ): _____ ( <i>How often does this occur?</i> ): _____	Which of these symptoms have you experienced? <input type="checkbox"/> Shakiness/trembling <input type="checkbox"/> Drowsiness/weakness <input type="checkbox"/> Tiredness <input type="checkbox"/> Nausea/vomiting <input type="checkbox"/> Confusion/Disorientation <input type="checkbox"/> Faintness or fainted <input type="checkbox"/> Hunger <input type="checkbox"/> Increase heart rate <input type="checkbox"/> Irritability <input type="checkbox"/> Sweating
How do you usually treat this?	



**Self Care:**

**Foot Care**

How often do you inspect your feet?	Are you having any problems with your feet?
Do you see a podiatrist for foot care? <input type="checkbox"/> NO <input type="checkbox"/> YES (Doctor's name/phone): _____	

**Dental/Vision**

Date of last dentist visit: _____	Date of last eye exam: _____
Dentist name/phone number: _____	Ophthalmologist name/phone number: _____

*Please check any symptoms you have experienced in the last 6 months and explain.*

**Symptoms:**

<input type="checkbox"/> Difficulty swallowing <input type="checkbox"/> Diarrhea <input type="checkbox"/> Nausea <input type="checkbox"/> Anorexia <input type="checkbox"/> Dribbling <input type="checkbox"/> Overflow Incontinence <input type="checkbox"/> Impotence <input type="checkbox"/> Vaginal Dryness <input type="checkbox"/> Profuse Sweating <input type="checkbox"/> Heat Intolerance	<input type="checkbox"/> Decreased Heat and Light Touch Sensation <input type="checkbox"/> Burning <input type="checkbox"/> Tingling <input type="checkbox"/> Numbness <input type="checkbox"/> Intense Pain <input type="checkbox"/> Diminished Sense of Touch, Vibration, and <input type="checkbox"/> Temperature <input type="checkbox"/> Orthostatic Hypotension (light headedness, pain in the neck, or visual changes) <input type="checkbox"/> Loss of Consciousness
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**Sick Day Care:**

How do you take care of your Diabetes when you are ill?	How often do you miss doses of your medication while you are sick?
How often do you monitor your blood sugar when you are ill?	How often do you check your urine for ketones?



## *Sweet Savings Diabetes Program* **Consent to Participate Form**

By completing this form, you acknowledge that you have been fully informed about the program, including:

### **1. Your right to confidentiality**

In order to assure the confidentiality of the information you provide, a computer generated identification (ID) code will be used to identify you and data resulting from your participation in the program. Further, coded information and data will only be shared with those parties who have a need to know and for whom you give authorization to have access. Parties who will need to have access are trusted health professionals who provide care, pharmacy benefit managers who handle claim forms, and data processing personnel who will aggregate coded data about you and your progress with similarly coded data collected from other patients participating in the same program. Aggregated data will be used to evaluate the overall success of the Sweet Savings Diabetes Program. Your name will not be associated with any published results.

### **2. Waived Co-Pays**

As a participant in the program, the co-pays that you are now required to make when purchasing your diabetes medications and related supplies will be waived during your active participation in the program if you are enrolled in the PPO medical benefit plan; if you are enrolled in the high deductible health plan, you may still benefit from pharmacist visits, but you will be responsible for all costs associated with your prescriptions and testing supplies. To be an active participant, you must complete laboratory tests and attend pharmacist visits as stated herein. Your co-pays will start being waived AFTER you've completed your initial visit with the pharmacist **AND** provided him/her with clinical values (Glucose, A1C, Cholesterol, HDL, LDL, and Triglycerides) that have been obtained within the past six months. If you do not have current lab values, you are encouraged to meet with your physician and/or participate in a blood draw through your wellness program if applicable.

### **3. Clinical measurements and laboratory tests**

To assure that your diabetes is controlled, at regular intervals your physician and pharmacist will conduct certain clinical measurements and laboratory tests including but not limited to: Weight, Glucose, A1C, Cholesterol, HDL, LDL, Blood Pressure, and Triglycerides. These clinical values must be obtained by and/or provided to the pharmacist annually (at minimum) to remain in the program. Please include a copy of your current laboratory values with this enrollment packet or bring them to your initial pharmacist visit.

### **4. Risks, inconveniences, and discomforts**

As is the case with all health care programs, you are reminded that there are potential risks associated with the treatment of any disease. Specific risks associated with your diabetes care will be discussed with you as appropriate. Further, because of the time pressure that health care providers work under these days, you may have to arrange your schedule to accommodate that of the health care team. In this regard, it will be expected that you will make every effort to do so (see section on Cancellations and Missed Appointments). Lastly, medical care does have its discomforts. For instance, not too many people look forward to having blood drawn for a laboratory test. You should discuss your individual concerns with your health care team.

### **5. Patient Self-Management Credential for Diabetes**

As you participate in this program, you will become more knowledgeable about your disease and its treatment. The program is designed to initially assess how much you know about diabetes and its proper care. The results of this initial assessment will provide information that the health care team will use to tailor a specific program to fill in the educational and training gaps so indicated. As you progress through this educational/training component of the program, you will receive continuous support from the health care team. Upon successful completion of a final assessment of (a) your knowledge of diabetes, (b) your skills at self-managing your condition, and (c) your performance as indicated by your record of maintaining good control of your diabetes, you will receive the Patient Self-Management Credential for Diabetes.

### **6. Right to withdraw**

Since you volunteered to participate in the program, you have the right to withdraw at any time. In the event you find that you are not able to participate in the Program, for whatever reason, you should immediately notify the Program Coordinator. There will be no penalties; however your co-pays will be reinstated.



**7. Authorization to request medical information**

Giving permission to enable your pharmacist to obtain confidential information about your diabetes from your physician, or other diabetes health care specialist whom you may be seeing, is important to assure the continuity of your diabetes care.

**8. Enrolling**

Once you've returned your completed enrollment packet to the Program Coordinator, he/she will send a copy to the program pharmacist in your area. Your pharmacist is to contact you within one week after receiving notification of your enrollment. If you are not contacted by the pharmacist within one week, you should notify the Program Coordinator. When your pharmacist calls you, you are to schedule the time for your initial visit.

**9. What to expect in the initial visit**

Please bring a copy of your current lab values to your initial visit if you have not included them with your enrollment packet. During your initial visit, the pharmacist will review the Sweet Savings Diabetes Program with you and answer your questions. Also, it is at this time that you will be asked to complete a brief set of questions that will provide the health care team an initial assessment of your knowledge of diabetes and its treatment. As indicated above, the results of this initial assessment will be used to develop an overall care plan that will state the specific educational and skill training goals set by the pharmacist. The plan will include:

- A schedule of follow up visits at which times the pharmacist will provide indicated counseling, education and skill training;
- A schedule of laboratory measurements for Hemoglobin A1C, blood glucose, and lipids;
- Life style changes desired; and
- A plan for monitoring kidney, nerve and eye conditions

During the first 3 months of the program, you will meet with your pharmacist a minimum of once per month. Thereafter, you and your pharmacist will determine the frequency of visits; however it will be at least once each quarter.

**9. Appointment Scheduling**

Except in an emergency situation, you must give 24-hour notice if you are unable to keep a scheduled appointment with the pharmacist; in the case of an emergency situation, you should notify your pharmacist as soon as possible. In those instances when the pharmacist may need to schedule, or re-schedule, an appointment with you, the pharmacist will immediately contact you. If you are not available, the pharmacist will leave a message for you; it is very important that you respond to any message promptly. If you do not meet with your pharmacist at least once every three months, you will receive a letter notifying you that you will be dropped from the program and your co-pays will be reinstated. The pharmacist should contact you to schedule appointments; however, it is ultimately your responsibility to schedule appointments appropriately to avoid being dropped from the program. If your pharmacist is not contacting you or you have other concerns, please don't hesitate to contact the Program Coordinator.

**PPO Medical Benefit Plan Participants**

I, \_\_\_\_\_, understand what will be required of me to become and remain an active participant in the Sweet Savings Diabetes Program. I agree to follow the stated policies and procedures as stated in this document and understand that my failure to do so may result in my being dropped from the program. I understand that if I do not provide my pharmacist with updated laboratory values annually and/or if I do not meet with the pharmacist at least once every three months, I will be dropped from the program and my co-pays will be reinstated.

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Or Parent /Guardian)

**High Deductible Medical Benefit Plan Participants**

I, \_\_\_\_\_, understand what will be required of me to become and remain an active participant in the Sweet Savings Diabetes Program. I agree to follow the stated policies and procedures as stated in this document and understand that my failure to do so may result in my being dropped from the program. If I do not provide my pharmacist with updated laboratory values annually and/or if I do not meet with the pharmacist at least once every three months, I will be dropped from the program. I understand that due to federal regulations, my co-pays will not be waived as an incentive for program participation but I would still like to benefit from the education and pharmacist visits.

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Or Parent /Guardian)  
Coordinator's Signature \_\_\_\_\_ Date \_\_\_\_\_

**ARF-2906**

**Public Hearing 3. A.**

**Regular BOS Meeting**

Meeting Date: 12/16/2014

Submitted For: Steve Stratton, Director

Submitted By: Steve McGill, Rural Addressing Analyst, Public Works Division

Department: Public Works Division

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Information

Request/Subject

Resolution 14-12-01 to name a previously unnamed section of road in Tonto Basin as W. Sierra Ancha Way.

Background Information

Gila County resident K. J. Schroeder contacted Rural Addressing regarding naming a unnamed private easement adjacent to his property to be named "W. Woolever Way". A petition requiring the signatures of 75% of affected parcel owners and copy of Street Naming Ordinance No. 11-03 was provided. Mr. Schroeder was unable to obtain the needed signatures and suggested a second proposed name of "W. Sierra Ancha Way". Rural Addressing mailed the new petition to the other affected property owner. The petition was returned with 100% of owners in agreement of the name "W. Sierra Ancha Way."

Evaluation

The road to be named is a private unnamed section of road that branches west off of N. Santo Sandia Lane in the Tonto Basin area. The section is identified as W 1/2 NE 1/4 SEC 11 T6N R10E and it is located within Supervisorial District 2, which is Supervisor Michael Pastor's district. The County Rural Addressing Analyst determined the GPS location and appropriately mapped the roadway. A map is attached.

Conclusion

Per Gila County Street Naming and Property Numbering Ordinance No. 11-03, a public notice was mailed to property owners. Included in the public notice was the proposed name of W. Sierra Ancha Way, map of the area, date for filing objections and the date scheduled for the public hearing before the Board of Supervisors. There were no objections were received.

### Recommendation

The Public Works Division Director recommends that the Board of Supervisors adopt Resolution No. 14-12-01 naming a previously unnamed section of road in Tonto Basin as W. Sierra Ancha Way.

### Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-12-01 to name a previously unnamed section of road in Tonto Basin as W. Sierra Ancha Way. **(Steve Stratton)**

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### Attachments

Resolution 14-12-01

Notification Letter

Public Notice

MAP

Signed Petition

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**RESOLUTION NO. 14-12-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA NAMING ONE ROAD TO BE CALLED W SIERRA ANCHA WAY**

**WHEREAS**, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

**WHEREAS**, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

**WHEREAS**, Article 8, Section 806, of the Street Naming and Property Numbering Ordinance provides guidelines for the naming of existing unnamed streets; and,

**WHEREAS**, the following street name and location substantially complies with the provisions of Article 8 of the Ordinance:

**W. SIERRA ANCHA WAY – W ½ NE ¼ SECTION 11 T6N R10E**

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said street and directs the appropriate County departments to incorporate this name uniformly on all maps of Gila County.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of December 2014.

**Attest:**

**GILA COUNTY BOARD OF SUPERVISORS**

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

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

**Approved as to form:**

\_\_\_\_\_  
Bryan Chambers  
Deputy County Attorney / Civil Bureau Chief

TOMMIE MARTIN, District I  
P.O. Box 2297, Payson AZ 85547

MICHAEL A. PASTOR, District II  
1400 East Ash Street, Globe AZ 85501

JOHN D. MARCANTI, District III  
1400 East Ash Street, Globe AZ 85501



DON E. McDANIEL Jr.  
County Manager

STEVE STRATTON  
Director

STEVE SANDERS  
Deputy Director

Gila County Public Works Division  
**9-1-1 Rural Addressing**  
745 N. Rose Mofford Way, Globe Arizona 85501

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November 11, 2014

Dear Gila County Resident:

This letter will serve as written notification that the Gila County Rural Addressing Department has received a petition with over 75% of the property owners' signatures to name the road adjacent to your property that will be called "**W Sierra Ancha Way.**"

Our purpose is to comply with the Gila County Street Naming and Property Numbering Ordinance No. 11-03. In order to accomplish this, Gila County Rural Addressing has included a public notice informing you of the proposed name of **W. Sierra Ancha Way**, a sketch of the road in question, a date for filing objections and the date scheduled for the naming to be presented to the Gila County Board of Supervisors.

Please feel free to contact our Rural Addressing Analyst, Steve McGill at (928) 402-8597 with any questions or concerns. Our offices are open from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Thank you for taking the time to review this letter.

Respectfully,

A handwritten signature in black ink that reads "Steve McGill".

Steve McGill  
Rural Addressing Analyst

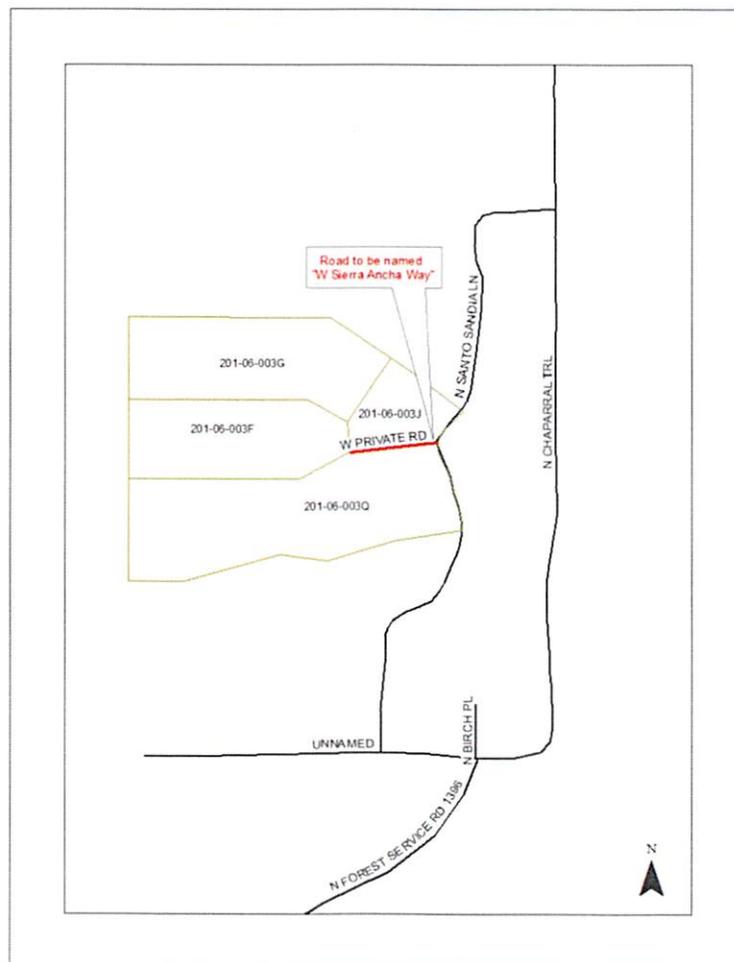
## PUBLIC NOTICE

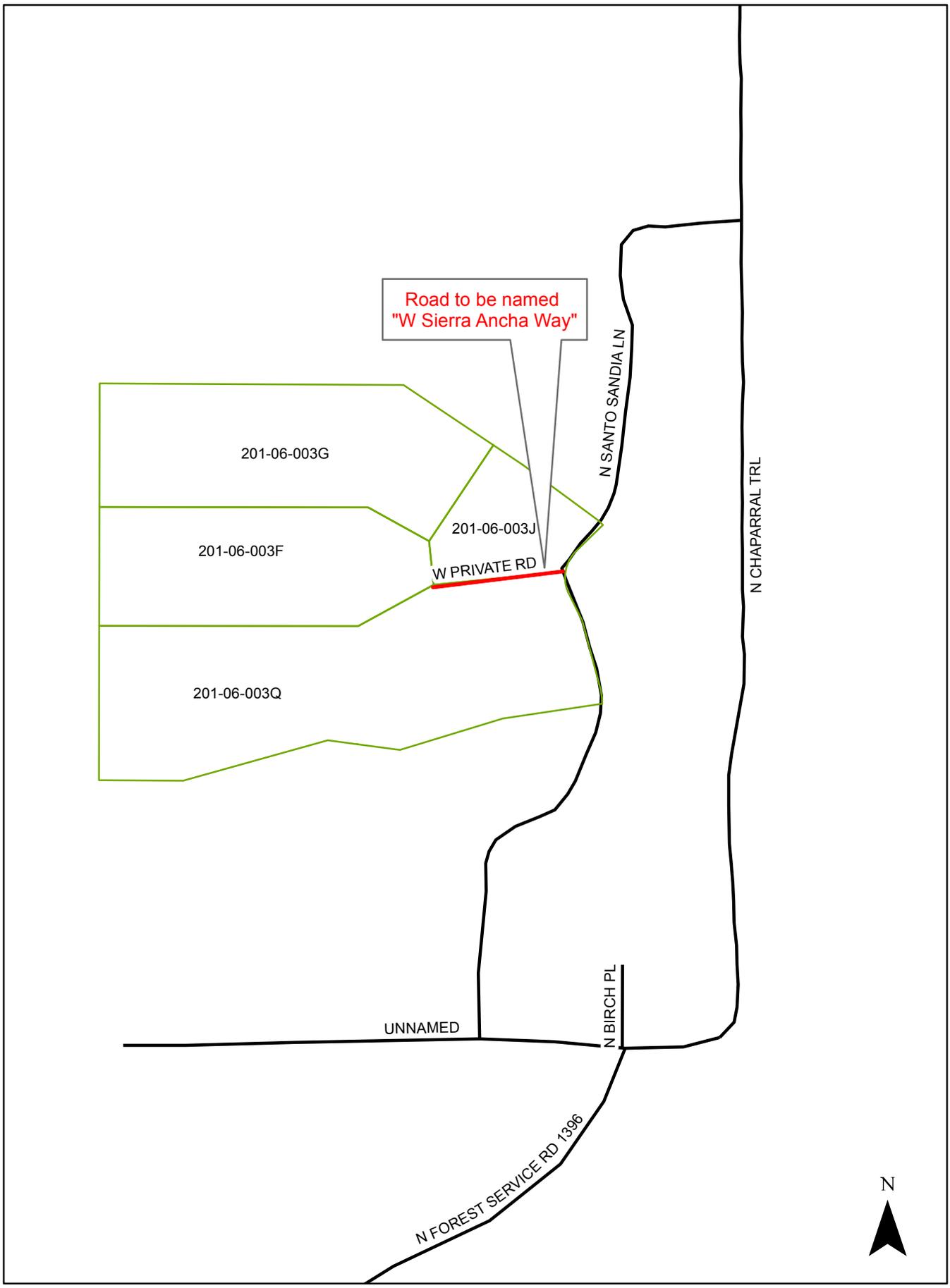
**PUBLIC NOTICE IS HEREBY GIVEN** that the Gila County Board of Supervisors will hold a public hearing for the naming of unnamed road in the Tonto Basin area. The road will be named to: **W Sierra Ancha Way**.

To file an objection to the proposed name change, residents must file an alternative petition in writing to the Rural Addressing Department by Monday, December 1st, 2014 per Gila County Street Naming Ordinance No. 11-03.

**The public hearing to name W Sierra Ancha Way** is scheduled for December 16, 2014 at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ.

Inquiries and objections may be directed to:  
Steven McGill/Rural Addressing  
745 N Rose Mofford Way  
Globe AZ 85501  
1(928) 402-8597





Road to be named  
"W Sierra Ancha Way"

201-06-003G

201-06-003F

201-06-003Q

201-06-003J

W PRIVATE RD

N SANTO SANDIA LN

N CHAPARRAL TRL

UNNAMED

N BIRCH PL

N FOREST SERVICE RD 1396



**GILA COUNTY RURAL ADDRESSING**

**Please Return To:**

STEVEN MCGILL, ANALYST  
 GILA COUNTY 911 RURAL ADDRESSING  
 745 N ROSE MOFFORD WAY, GLOBE.AZ. 85501

**PROCEDURE FOR NAMING AN EXISTING PUBLIC OR PRIVATE  
 RIGHT -OF -WAY, EASEMENT OR ACCESS ROUTE**

In accordance with the provisions of the Gila County Street Naming and Property Numbering Ordinance, the Board of Supervisors may name existing public and private right-of-way, and other access routes. In the naming of access routes, the Board of Supervisors will make every effort to assign those names requested by a majority of the residents or the residents living along said routes provided that the requested name conforms to the Article 6 and 8 of the Street Naming and Property Numbering Ordinances.

**PETITION FOR THE NAMING OF A PRIVATE OR PUBLIC RIGHT -OF-WAY, EASEMENT, OR OTHER ACCESS ROUTE**

WE THE UNDERSIGNED, ALL BEING RESIDENTS IN GILA COUNTY, ARIZONA, DO HERE BY PETITION THE HONORABLE BOARD OF SUPERVISORS TO NAME A PUBLIC RIGHT- OF- WAY, EASMENT, OR OTHER ACCESS ROUTE LOCATED AND DESCRIBED AS FOLLOWS

PROPOSED ROAD NAME #1: ~~W Woolven Way~~  
 PROPOSED ROAD NAME #2:  W Sierra Ancha Way **YES**  
 PROPOSED ROAD NAME #3: \_\_\_\_\_

	Owner Name / Mailing Address	Signature (Owner)	APN (Parcel #)	Owner Phone #
1.	SCHROEDER K J 725 W 12TH ST TEMPE, AZ 85281		201-06-003F	
2.	SCHROEDER K J 725 W 12TH ST TEMPE, AZ 85281		201-06-003J	
3.	DITROIA PAUL P 2030 E VILLA RITA DR PHOENIX, AZ 85022	<i>Paul Ditro</i>	201-06-003G	480 818-0425
5.	DITROIA PAUL P 2030 E VILLA RITA DR PHOENIX, AZ 85022	<i>Paul Ditro</i>	201-06-003Q	480 818-0425
6.				
7.				
8.				
9.				
10.				

**GILA COUNTY RURAL ADDRESSING**

**Please Return To:**

CELENA CATES, ANALYST  
 GILA COUNTY 911 RURAL ADDRESSING  
 5515 S. APACHE AVE, SUITE 400, GLOBE.AZ. 85501

**PROCEDURE FOR NAMING AN EXISTING PUBLIC OR PRIVATE  
 RIGHT -OF -WAY, EASEMENT OR ACCESS ROUTE**

In accordance with the provisions of the Gila County Street Naming and Property Numbering Ordinance, the Board of Supervisors may name existing public and private right-of-way, and other access routes. In the naming of access routes, the Board of Supervisors will make every effort to assign those names requested by a majority of the residents or the residents living along said routes provided that the requested name conforms to the Article 6 and 8 of the Street Naming and Property Numbering Ordinances.

**PETITION FOR THE NAMING OF A PRIVATE OR PUBLIC RIGHT -OF-WAY, EASEMENT, OR OTHER ACCESS ROUTE**

WE THE UNDERSIGNED, ALL BEING RESIDENTS IN GILA COUNTY, ARIZONA, DO HERE BY PETITION THE HONORABLE BOARD OF SUPERVISORS TO NAME A PUBLIC RIGHT- OF- WAY, EASMENT, OR OTHER ACCESS ROUTE LOCATED AND DESCRIBED AS FOLLOWS

PROPOSED ROAD NAME #1: W Woolever Way

PROPOSED ROAD NAME #2: Sierra Ancha (Lane or Drive) or Avenue

PROPOSED ROAD NAME #3: \_\_\_\_\_

	Owner Name / Mailing Address	Signature (Owner)	APN (Parcel #)	Owner Phone #
1.	SCHROEDER K J 725 W 12TH ST TEMPE, AZ 85281	<i>K Schroeder</i>	201-06-003F	480 921-4055
2.	SCHROEDER K J 725 W 12TH ST TEMPE, AZ 85281	<i>K Schroeder</i>	201-06-003J	480 921-4055
3.	TONTO PROPERTIES LLC C/O LEO & LINDA RAYBURN PO BOX 1680 CAMP VERDE AZ 86322		201-06-003G	
5.	DITROIA PAUL P 2030 E VILLA RITA DR PHOENIX, AZ 85022		201-06-003Q	
6.				
7.				
8.				
9.				
10.				

**Regular BOS Meeting**

Meeting Date: 12/16/2014

Submitted For: Darde DeRoulhac, Flood Control District Chief Engineer

Submitted By: Darde DeRoulhac, Flood Control District Chief Engineer, Public Works Division

Department: Public Works Division Division: Floodplain

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Information

Request/Subject

Request by Mr. Jeff Daniels for a variance from requirements of Section 5.2.C of the Gila County Floodplain Management Ordinance to allow construction of a 24' x 41' (984 square feet) steel workshop building in a floodplain with the floor elevation approximately 5 feet below the regulatory flood elevation.

Background Information

Mr. Jeff Daniels has requested to build a 24' x 41' steel building on his 2/3 acre property, parcel 302-62-064, in Tonto Village.

According to the floodplain maps, which were provided to Mr. Daniels, there is a portion of this parcel which is not in the floodplain in a strip along the front of the parcel. Placing the building in that location, however, would limit access to the Tonto Village Water Company's well, shed, and water tank on the property.

As an alternative, Section 5.2.C.2 of the Ordinance allows that the structure may be "dry flood-proofed" since it is a building used for commercial purposes. Dry flood-proofing involves designing the walls to resist the forces of the water, and providing for watertight seals for all openings below the regulatory flood elevation.

Section 5.2.C.5 of the Gila County Floodplain Management Ordinance would also allow such a steel building to be placed in the floodplain with the floor elevation below the regulatory flood elevation, but with the following provisions:

- 1) It must be constructed of flood-resistant materials up to the regulatory flood elevation;
- 2) properly-sized and located openings ("flood vents") must be installed to allow passage of floodwaters to equalize water pressure on both sides of the walls (known as "wet flood-proofing");
- 3) the building is to be used solely for parking and limited storage; and
- 4) in addition to the previous conditions, a variance (per Section 6.3.F of the Ordinance) must be obtained from the Board if such a building exceeds 600 square feet in size, which is what Mr. Daniels is proposing.

This section also states that a variance may not be issued to waive the requirement that the mechanical and utility equipment must be elevated or flood-proofed to at or above the regulatory flood elevation.

Section 6.3.F also states that if a variance is issued, an Elevation Certificate is still required to certify the actual lowest floor elevation, the elevation to which it is

required to certify the actual lowest floor elevation, the elevation to which it is constructed of flood-resistant materials, the size and location of the required flood vents, the elevation to which mechanical equipment is placed, and the elevation at which utilities are placed or to which utilities are flood-proofed.

Mr. Daniels stated that the regulatory flood elevation where he wishes to place the building is about 5 feet above the ground. Gila County has not surveyed and independently verified that statement.

Mr. Daniels is requesting a variance not just to build and wet flood-proof a building over 600 square feet in size, but also to use it for purposes other than those which the Ordinance allows for a "wet flood-proofed" building, which are parking and storage. The additional proposed uses are repair and maintenance of equipment and vehicles for the Tonto Village Water Company, and for personal workshop use. Therefore, a variance from the Board is required to construct it as a wet flood-proofed building and to use it for purposes other than strictly for parking and storage.

### Evaluation

Gila County staff have visited the site. There are options to locate the building near the road outside of the floodplain or to build a dry flood-proofed building engineered to withstand the forces of the water and stay dry inside. County staff discussed with Mr. Daniels the options of placing the building outside of the floodplain, dry flood-proofing, and the wet flood-proofing variance. Mr. Daniels has stated that he does not feel that any options other than wet flood-proofing are feasible.

The issue of a neighbor who built with a lower floor elevation has been raised. The neighbor built a large garage on a portion of his property located outside of the FEMA-mapped floodplain. There are questions regarding the accuracy of the mapping in that a wash draining to Thompson Draw (next to which the neighbor built his garage) was not studied by FEMA. However, the Gila County Floodplain Management Ordinance does not automatically give the County jurisdiction to regulate that area outside of the floodplain shown on the FEMA-published Flood Insurance Rate Maps based on intuition, so the neighbor was legally allowed to build. The fact of the neighbor's construction is therefore not pertinent to this variance request. Mr. Daniels' proposal was to build within the mapped floodplain, so staff cannot issue a permit for it to be built and used in the manner proposed without a variance from the Board.

To use the building as a workspace increases the risk of harm, as people will likely be in the building more than in a parking and storage building.

In review of justifications for granting a variance, Section 6.3 of the Ordinance "Conditions for Variance" states the following:

E. Variances shall only be issued upon:

1. A showing of good and sufficient cause;
2. a determination that failure to grant the variance would result in exceptional "hardship" to the applicant;
3. a showing that the use cannot perform its intended purpose unless it is located or carried out in close proximity to water. This includes only facilities defined in Section 2.0 of this Ordinance in the definition of "Functionally Dependent Use"; and
4. a determination that the granting of a variance will not result in increased flood

heights,  
additional threats to “public safety,” extraordinary public expense, create nuisances,  
cause “fraud” on or “victimization” of the public, or conflict with existing local laws or  
ordinances.

Section 2.0 of the Ordinance defines a hardship as follows:

"Hardship" as related to Section 6.0, Variances, of this Ordinance means the  
exceptional hardship that would result from a failure to grant the requested variance.  
The governing body requires that the variance be exceptional, unusual and peculiar to  
the property involved. Mere economic or financial hardship alone is not exceptional.  
Inconvenience, asthetic considerations, physical handicaps, personal preferences, or  
the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional  
hardship. All of these problems can be resolved through other means without granting  
a variance, even if the alternative is more expensive or requires the property owner to  
build elsewhere or put the parcel to a different use than originally intended.

Gila County Planning and Zoning has stated that a zoning use permit would also be  
required for the proposed mixed commercial and personal workshop uses of the  
building.

### Conclusion

The purpose of the Gila County Floodplain Management Ordinance is, among other  
things, to protect human life and health, and to minimize property damage. This  
request does not appear to strictly meet the criteria of an exceptional "hardship" as  
defined in the Gila County Floodplain Management Ordinance, and would increase the  
risk of harm and property damage over alternative solutions, such as dry flood-proofing  
or relocation of the building.

### Recommendation

Staff recommends that the Gila County Flood Control District Board of Directors deny  
the variance request, and direct the staff to work with Mr. Daniels to find alternative  
ways to meet his workshop requirements.

### Suggested Motion

**(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Flood  
Control District Board of Directors.)** Information/Discussion/Action to approve a request  
for a variance to Section 5.2.C of the Gila County Floodplain Management Ordinance  
to: 1) allow wet flood-proofing of a building larger than 600 square feet; and 2) to use  
the building for parking, storage and as a workshop, which is a use not normally  
allowed for a wet flood-proofed building. **(Darde DeRoulhac) (Motion to adjourn as the Gila  
County Flood Control District Board of Directors and reconvene as the Gila County Board of  
Supervisors.)**

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### Attachments

VarianceRequestLetter

PermitApplication

FloodMap+Aerial

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**Jeff & Dianne Daniels  
173 S. Blackfoot Rd.  
Payson, AZ 85541**

**Gila County Public Works Division  
Flood Control District  
Darde Roulhac  
107 W Frontier St. Suite A  
Payson, AZ 85541**

**RE: Parcel 302-62-064**

**October 14, 2014**

Mr. Roulhac,

As you know we are planning on erecting a 24'x41' steel building on a parcel of land that we own in Tonto Village. The land is 2/3 acre and presently contains a well, small pump/storage shed and a 15,000 gal water tank owned by Tonto Village Water Co..

This building was standing in Payson as a business office since 1973. We plan on using the building for storage and a workshop. We own several local water companies and the equipment used to operate them such as pumps, golf carts, a Bobcat, etc... We would like to use the building for repairs and maintenance of this equipment, along with some personal workshop use.

According to the County maps the majority of our property is in the floodplain. Per your request we hired Northstar Surveying, Inc. to perform an Elevation Certification including setting a benchmark for the lowest floor elevation. The benchmark height is approx 5' off the ground. This seems inappropriate and would make it very difficult to use this building as we intend. As you have mentioned we could possibly get a flood plain waiver to place the building on the ground and install blowouts for water flow, should the property flood. This waiver would limit the use of the building to storage and parking only which does not meet our needs.

During the process of working on this with you and Planning & Zoning, the neighbor to the east of us has erected a building similar to ours on lower ground and is allowed to use it as a workshop. I have surveyed the properties and calculate that his building is 1-1 1/2' feet below the planned elevation of our building, at ground level. When I questioned this with you, you then visited the site. After reviewing the maps we have both determined that there is a glitch in the maps and they represent the floodplain incorrectly. We have attached a photo that shows the 2 properties.

We would like to request that the County Supervisors grant permission to erect this building as we are requesting, per your recommendation. Please notify us when this request would be presented to them as we would make ourselves available for any questions they may have.

Thank You,  
Jeff Daniels



# GILA COUNTY APPLICATION FOR A FLOODPLAIN USE PERMIT OR CLEARANCE

<b>D</b> APPLICATION	RETURN THIS ORIGINAL APPLICATION TO: Gila County Flood Control District 608 E. Hwy 260, Payson, AZ 85541, or, 745 N. Rose Mofford Way, Globe, AZ 85501 Phone: 425-3231, Ext 7110	PERMIT / CLR NO:  
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## INFORMATION SUPPLIED BY APPLICANT (BELOW):

DATE: 9-4-14	PARCEL NO.: 302-62-064
Property Owner Name: Jeff & Dianne Daniels	Owner Phone: 928-478-0010
Owner Mail Address: 173 S. Blackfoot Rd	
Parcel Street Address: 751 Standage	
Legal Description:	
Section: 588	Township: 11N
	Range: 11 1/2 E
Proposed Use: <input checked="" type="checkbox"/> Residential: <input type="checkbox"/>	Commercial: <input type="checkbox"/> Industrial: <input type="checkbox"/> Other: <input type="checkbox"/>

**Description of Proposed Work:**  
Storage Shed (24' x 41')

Please answer the following questions by checking yes or no	Y?	N?
1) Is new fencing proposed as part of this permit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Is the excavation of sand, gravel, or other material proposed on the property as part of this permit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Is fill or the storage of fill material proposed on the property as part of this permit?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Is any construction proposed in County Right-of-Way?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Is the proposed project proposed to be dedicated to Gila County (roadways, etc)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Has application been made with the County Engineer's Office for construction within the right-of-way (driveway culverts, roadway improvements, etc)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**NOTE: If you answered "Yes" to 4 or 5 above, you are required to get a Right-of-Way Use Permit from the Gila County Engineering Department. Check with the Gila County Engineering Department about Grading Permit requirements if you answered "Yes" to 2 or 3.**

**IF ONE OF THE FOLLOWING ITEMS HAS BEEN SUBMITTED, INDICATE NAME OF DEVELOPMENT AND CASE NUMBER:**

Tentative Plat:	Development Plan:	Final Plat:
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**TYPE OF SANITARY FACILITIES TO BE UTILIZED:**

Septic System:	Public Sewer:	Individual Treatment System:	No Plumbing is Proposed:	<input checked="" type="checkbox"/> Other:
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CONTRACTOR (if used)	License No:
Contractor Address:	Contractor Phone:
AGENT (Architect, Engineer, or Designer, or other, if used):	License No:
Agent Address:	Agent Phone:

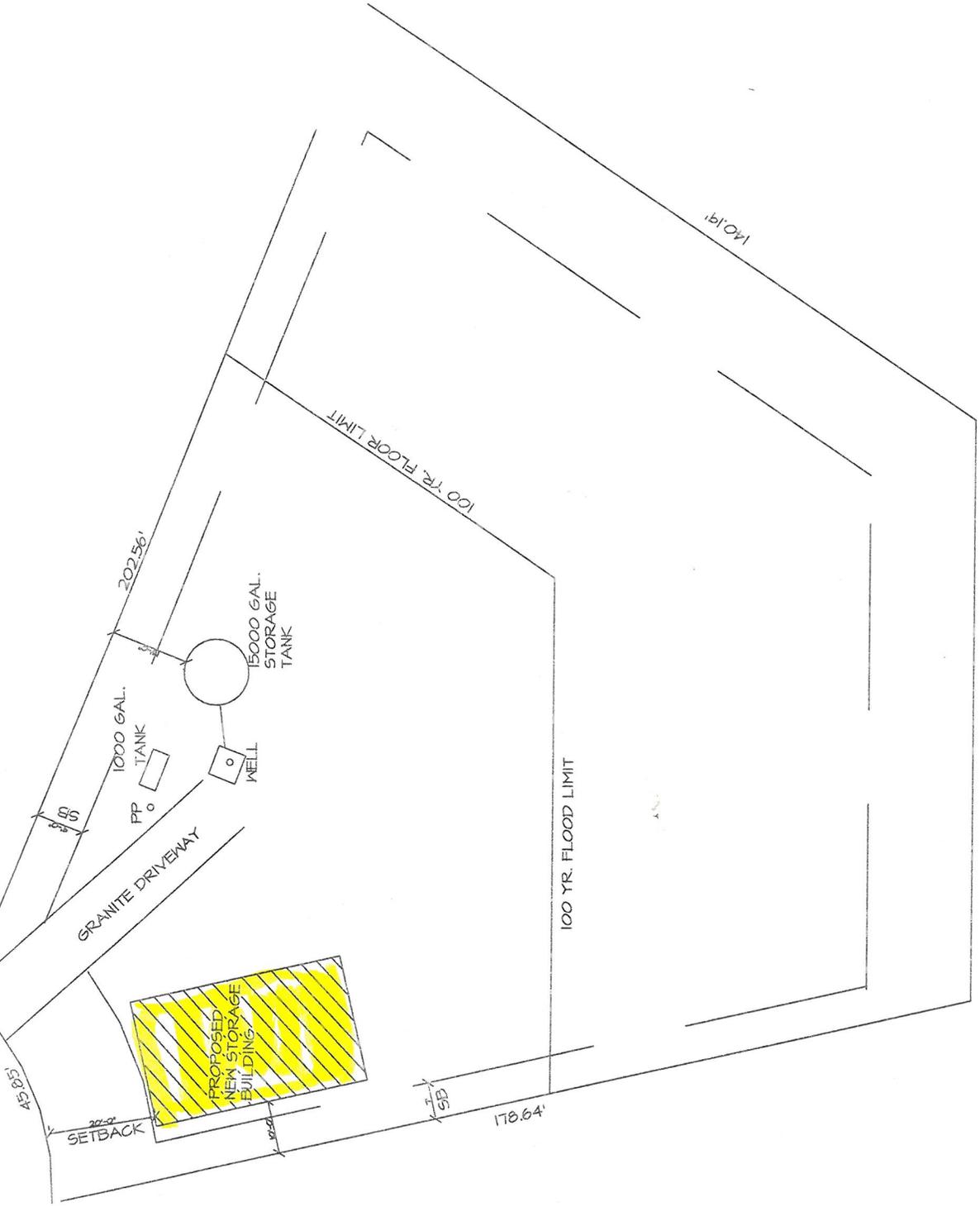
FOR AND IN CONSIDERATION of the granting of a permit or license for the purpose set for herein the applicant hereby agrees, by signing this application, to comply with all conditions and restrictions as stated in Gila County Floodplain Management Ordinance recorded in the office of the County Recorder, Gila County, Arizona, in Doc Id #2010-013692, Receipt #10-6855 thereof, also, any and all special conditions and/or restrictions that the Gila County Floodplain Administrator or Floodplain Board may require. The applicant also hereby grants permission to Gila County staff to access the property for inspection purposes. Final permit is not transferable.

APPLICANT Name (Print):	Jeff Daniels	Applicant Signature:		Date Signed:	9-4-14
Applicant Address:	173 S. Blackfoot Rd	Applicant Phone:	928-478-0010		

**IMPORTANT:** If the Applicant is not the Property Owner, then an original notarized Power of Attorney authorizing the applicant to obtain a Floodplain Use Permit for the owner must be submitted with this application along with required plans.

**IMPORTANT:** A FULL SET OF PLANS INCLUDING SITE PLAN and ELEVATIONS (NO TRUSSES), DRAWN TO SCALE, of the property location & desired construction **MUST BE ATTACHED** to this application when submitted. An example Site Plan is available.

STANDAGE



110' JOHNSON

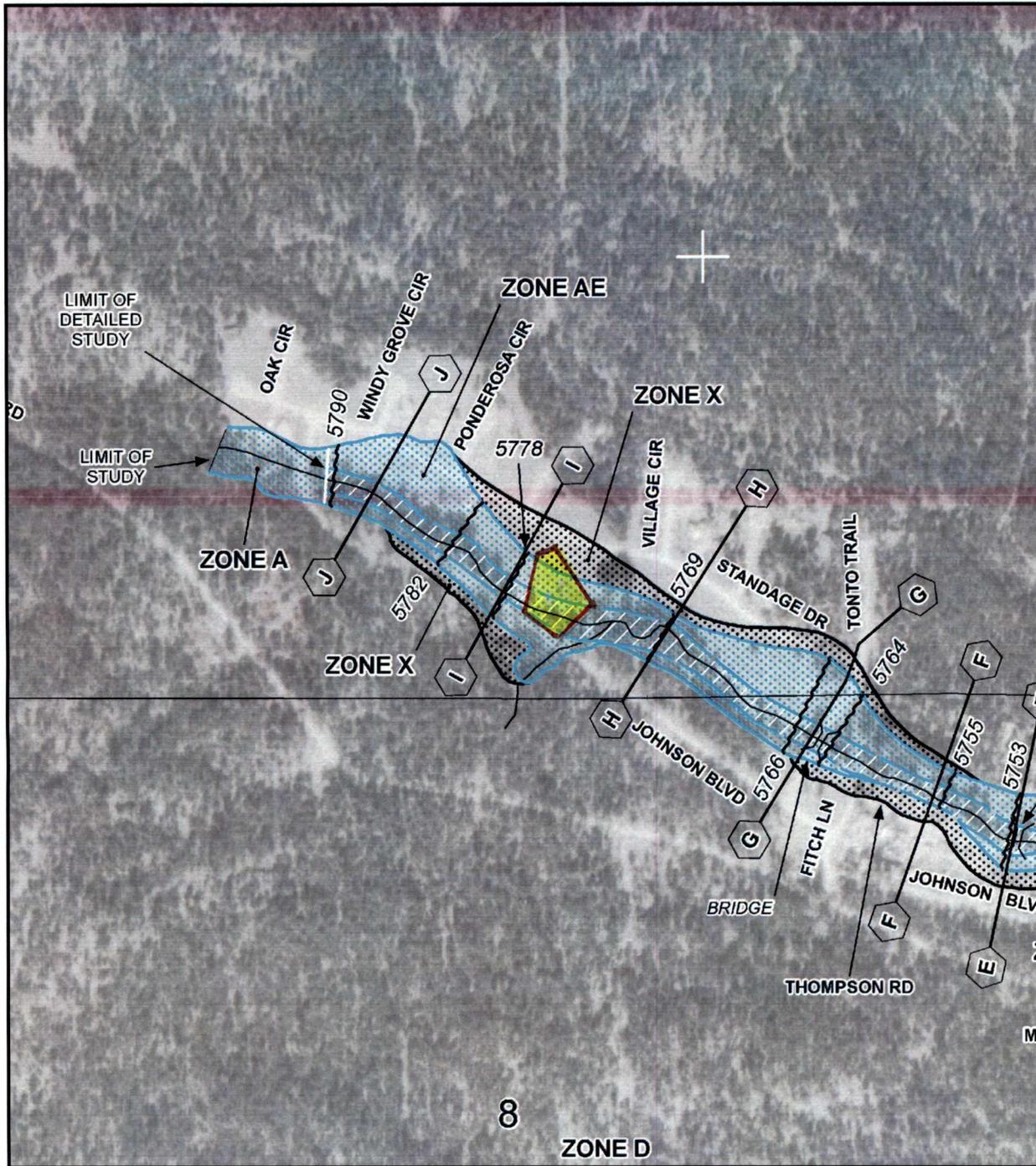
LOT SF = 28,075.00  
PARCEL NO. 302-62-064



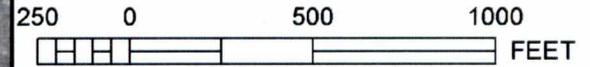
NORTH

SCALE: 1"=30'-0"

SITE PLAN



MAP SCALE 1" = 500'



NFIP

PANEL 0259D

NATIONAL FLOOD INSURANCE PROGRAM

**FIRM**  
**FLOOD INSURANCE RATE MAP**  
**GILA COUNTY,**  
**ARIZONA**  
**AND INCORPORATED AREAS**

**PANEL 259 OF 2595**  
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
GILA COUNTY, UNINCORPORATED AREAS	040028	0259	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.



**MAP NUMBER**  
**04007C0259D**

**EFFECTIVE DATE**  
**DECEMBER 04, 2007**

Federal Emergency Management Agency

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](http://www.msc.fema.gov)



**ARF-2842**

**Regular Agenda Item 4. B.**

**Regular BOS Meeting**

Meeting Date: 12/16/2014

Submitted For: Adam Shepherd

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

Department: Sheriff's Office

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Information

Request/Subject

Multi-Agency Public Safety Dive Team Mutual Aid Agreement between the Gila County Sheriff's Office and the City of Globe.

Background Information

A dive team was established under the Gila County Sheriff's Office in 1987 and continues to operate, train, and respond to situations requiring specialized services.

Evaluation

The mutli-agency public safety dive team allows for a quicker response with in Gila County as well as the cooperative efforts outside the County. It will also provide an appropriate law enforcement response by a team that is specialized in extraordinary situations.

Conclusion

The Sheriff's Office wishes to form a multi-agency public safety dive team. The purpose of this agreement with the City of Globe is to provide an appropriate law enforcement response by a team of officers having specialized training, skills, abilities, resources, and operational tactics required in extraordinary situations.

Recommendation

It is the recommendation of Sheriff J. Adam Shepherd that the Board of Supervisors approve the Gila County Sheriff's Office Multi-Agency Public Safety Dive Team Mutual Aid Agreement between the Sheriff's Office and the City of Globe.

Suggested Motion

Information/Discussion/Action to approve a Multi-Agency Public Safety Dive Team Mutual Aid Agreement between the Gila County Sheriff's Office and the City of Globe for a period of ten years from the date of the last signature. **(John France)**

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Attachments

Mutual Aid Agreement

Legal explanation

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**GILA COUNTY SHERIFF'S OFFICE MULTI-AGENCY  
PUBLIC SAFETY DIVE TEAM  
MUTUAL AID AGREEMENT**

Pursuant to the authority granted in A.R.S. § 13-3872 and §11-952, Gila County, by and through the Sheriff of Gila County, hereby enters into this agreement with the police department of the participating municipality for the purpose of establishing and operating a multi-agency Public Safety Dive Team

Definitions.

1. Commander means the person designated by the Sheriff to command the Public Safety Dive (PSD) Team, during Team training or Team operations.
2. Department means a police or fire department in a city or town incorporated in Gila County, Arizona or a Native American Community or Reservation in Gila County, Arizona.
3. Officer means a deputy sheriff or police officer certified by the Arizona Peace Officers Standards and Training Board (POST).
4. Party means Gila County, or any city or town participating in this agreement.
5. GCSO means the Gila County Sheriff's Office.
6. Sheriff means the Gila County Sheriff or his designee.
7. GCSO Team means the Gila County Sheriff's Office multi-agency Public Safety SCUBA Dive team.
8. Users Group means the Gila County Sheriff's Office, Sheriff and the chief of police or fire chief of each department then participating in this Mutual Aid Agreement, or that agency's designee.

Duration and Termination.

This GCSO Team mutual aid agreement shall be in duration for a period of ten years from the date of signature of the last to sign of the Parties entering into this agreement. The agreement shall be automatically renewed for like periods unless otherwise terminated in writing. Either party to the agreement may terminate its participation in the agreement by giving the other Party thirty days' written notice of its intent to terminate participation. However, periodic or temporary withdrawal of an officer or officers from participation shall not constitute termination.

Purpose.

The purpose of this agreement is to provide an appropriate law enforcement response by a team of officers having specialized training, skills, abilities, resources and operational tactics required in extraordinary situations, as determined by the Sheriff and/or chief of any Department in Gila County.

Control and Supervision.

The Users Group shall meet as needed to review training, equipment, operational, financial, supervision and other matters affecting the control and supervision of the GCSO Team, and may recommend agreed upon changes to any training, equipment, operational, financial or supervisory aspects of the GCSO Team's function or operations.

By written appointment, the Sheriff, or the Sheriff's designee, shall appoint the GCSO Commander from among Arizona POST certified GCSO employees. Upon advice of the GCSO Commander, Sheriff may decline, refuse, or revoke the participation of an individual officer's membership in the GCSO Team in his sole discretion. The GCSO Commander shall direct and supervise all team member selection, training and operational activities during actual GCSO Team activities or operations.

Responsibility for Damages.

Each Party shall be responsible and liable for damages caused by the acts or omissions of its officers during that Party's participation in the GCSO Team, and/or during the course of rendering mutual GCSO Team law enforcement assistance, and otherwise, as provided by law, including damages arising out of the direction and supervision under this agreement.

Insurance and Indemnification.

Each Party shall at all times provide and keep in full force and effect Arizona Workers Compensation Insurance, comprehensive liability insurance for itself, its law enforcement officers, and other employees with limits of not less than \$2,000,000.00 per occurrence or claim and shall furnish Sheriff with certificates from the insurance carriers (or Risk Management Office if issued by governmental unit) evidencing such coverage and stating that the insurance carriers (Risk Management) will not cancel the policies or change insurance limits or fail to renew the policies without giving the Sheriff at least thirty (30) days advance written notice. In the event that litigation is initiated by a third party against any Party, it is hereby agreed that no Party will resolve or take action in that litigation which is detrimental to the position of any other Party except when such other Party's position is in direct violation of the law, provided that any Party may argue that the other Party is liable for the damages claimed by the third party. In addition to any insurance coverage required by this agreement, each Party agrees that it will be solely responsible for and will assume sole liability for its Officer's acts or omission of any kind, while performing any service or activity under this agreement. In the event that a claim is made against any Party by a third party for acts or omissions of any kind, it is the intent of the Parties to cooperate fully in the defense of said claim or claims and to cause their insurers to do likewise, to the extent practicable.

For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this specific intergovernmental agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of worker's compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

Each Party (as indemnitor) agrees to indemnify, defend and hold harmless the other Party or Parties (as indemnity) from and against all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) arising out of bodily injury or death of any person or any property damage, but only to the extent that such claims which result in vicarious, derivative or other form of liability to the indemnity, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor or its Officers assigned to the GCSO Team.

Equipment.

Each Party will assure that its participating GCSO Team Officers are supplied with or issued the equipment specified in GCSO Team training and certifications.

Finances.

Each Party agrees to pay the salary, ERE, overtime, equipment, transportation and other expenses required for its Officer's participation on the GCSO Team. Grant funding, when available, may be used to finance the GCSO Team training and operational activities and/or specialized equipment acquisition, as permitted by the terms of the grant distribution to the GCSO Team.

Notices.

Any notice required to be given in writing shall be made by regular mail sent to the other Party's regular business mailing address and shall be deemed made on the date of mailing.

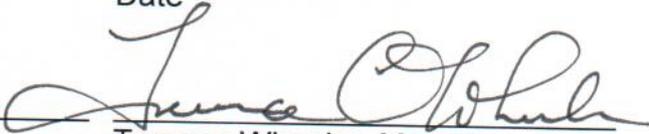
Entire Agreement.

This agreement constitutes the entire agreement between GCSO, Sheriff and each Department, and may not be modified except by written addendum.

\_\_\_\_\_  
Date

10/2/14  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, Gila County  
Board of Supervisors

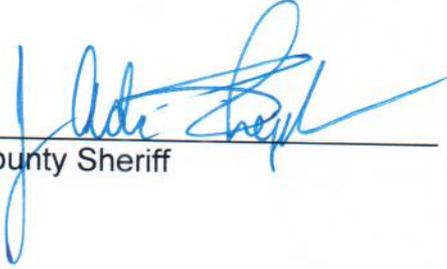
  
\_\_\_\_\_  
Terence Wheeler, Mayor

\_\_\_\_\_  
Deputy County Attorney/Civil Bureau Chief,  
Bryan Chambers

  
\_\_\_\_\_  
City Attorney, William Sims

Attest:

\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Gila County Sheriff

Attest:

  
\_\_\_\_\_  
Clerk



*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-2903**

**Regular Agenda Item 4. C.**

**Regular BOS Meeting**

Meeting Date: 12/16/2014

Submitted For: Jeffrey Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

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Information

Request/Subject

Memorandum of Understanding for an automated teller machine (ATM) style kiosk for the Globe County Jail with Global Tel\*Link Corporation (GTL).

Background Information

N/A

Evaluation

The Gila County Sheriff's Office would like to install an ATM style kiosk in the Globe jail lobby. The purpose of the kiosk is to make it convenient for family and friends to deposit funds on an inmate's account and eliminate the exchange of money from the donor to staff, as well as allowing inmate families the option of using credit/debit cards to put money on an inmate's account. There is no cost to the County for the kiosk.

The County will receive one lobby kiosk from GTL, at no charge, for the collection of inmate commissary funds and for the collection of inmate destination prepay funds. GTL will be responsible for collecting all cash and managing the process of depositing it into the relevant financial institution account (s). GTL assumes liability for any and all fraudulent transactions accepted through the kiosk. GTL will, at its expense, supply the County with all maintenance and supplies (paper, bill cartridges, etc.) required to operate the kiosk.

Conclusion

Currently, inmate family members bring cash or money orders to the lobby window at the jail. A handwritten receipt is provided to the depositor of the money. The money is then deposited into the inmate's commissary account and then a receipt is printed from the inmate account system (COBRA) to give to the inmate. The kiosk would provide inmate banking services through an ATM style, self-service machine to be located at the Gila County Globe jail, thus eliminating the need for County staff to spend time handling inmate money and/or money orders. There will be no cost to the County for the kiosk.

### Recommendation

Major Matt Solberg recommends having an ATM style kiosk installed in the lobby of the Globe jail to facilitate the depositing of funds into inmates' accounts and to eliminate County staff from having to process the monetary exchange manually.

### Suggested Motion

Information/Discussion/Action to approve a Memorandum of Understanding with Global Tel\*Link Corporation to install an ATM style kiosk, at no cost to the County, in the lobby of the Gila County Globe jail. **(Jeff Hassenius and Matt Solberg)**

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### Attachments

Memorandum of Understanding with Global Tel Link-GTL  
County Attorney's Explanation Re IGA Review

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**MEMORANDUM of UNDERSTANDING (MOU)  
BETWEEN**

Gila County Detention Center, 1100 South Street, Globe, AZ 85502 and  
Global Tel\*Link Corporation ("GTL"), 12021 Sunset Hills Road, Suite 100, Reston, VA 20190

**SUBJECT:** Inmate Banking Services

**1. PURPOSE.** This MOU outlines the Pricing, Fees, Services, and Responsibilities of GTL and Gila County Detention Center (the "County") relative to the provisioning of Inmate Banking Services for inmates housed at the County Correctional Facilities.

**2. SCOPE.** This MOU covers Inmate Banking services to be provided through walk-up, ATM style self service kiosk to be located at the County Correctional Facility and through an online e-commerce web site.

**3. UNDERSTANDING.**

- a) The County will receive one (1) lobby kiosk from GTL at no charge for the collection of inmate "commissary" funds and for the collection of inmate destination prepaid funds.
  - i) GTL or a subcontractor will collect the "Cash Only" transaction revenue from the kiosks and manage the process of depositing same into the relevant financial institution account(s).
  - ii) GTL assumes liability for any and all fraudulent transactions accepted through the kiosks including, but not limited to counterfeit bills and credit card charge backs. In the event that counterfeit bills are accepted by the kiosks, GTL will reimburse the County for any loss suffered due these bills being accepted.
  - iii) GTL at its expense, will supply the County with all maintenance and supplies (paper, bill cartridges, etc.) required to operate the kiosks.
  - iv) The County will provide appropriate network and internet connectivity to facilitate the operation of the kiosk software.
  - v) In the event that any County visitors damage the equipment, the County will make best efforts to detain the visitor and call the authorities. GTL will, at its sole discretion, press charges in order to recover damages. In any event, GTL will repair or supply a new machine on a priority basis.
- b) "Cash Only" transactions processed at the kiosks will be charged a flat fee of two dollars and seventy-five cents (\$2.75)
- c) Credit Card transactions processed at the kiosks will be charged standard GTL fees to cover such items as credit card charge-backs and credit card usage
- d) Credit Card transactions processed via the GTL Web Payment option will be charged standard GTL fees to cover such items as credit card charge-backs and credit card usage fees.
- e) Standard GTL credit card fees are :

Transaction Amount		
Low End	Upper End	Fee
\$0.00	\$25.00	\$4.00
\$25.01	\$50.00	\$5.50
\$50.01	\$100.00	\$6.00
\$100.01	\$150.00	\$7.50

- f) All fees generated by the use of the inmate banking services are the property of GTL.

- g) Deposits of funds into an inmate's trust fund account that are made by a credit card transaction originated at a kiosk, via web payment option via an Interactive Voice Response ("IVR") system, or any other payment method agreed upon by the parties ("Credit Card Funds"), will be processed by GTL as the authorized agent of the County. In its capacity as the County's agent, GTL will: (1) process Credit Card Funds for transfer to the applicable inmate trust account established and maintained by the County via Automated Clearing House ("ACH") (or as otherwise agreed); and (2) operate (if agreed) the systems or software managing the inmate trust funds. GTL will continue to collect identifying information about funds transmitters funding the inmate trust account by credit card using its existing procedures.
- h) The County hereby appoints GTL as its authorized agent to process Credit Card Funds on behalf of the County for delivery to the County. The County acknowledges that, whether or not it actually receives the Credit Card Funds from GTL, the County must treat the Credit Card Funds as if they have been received into the designated inmate trust fund. GTL agrees to indemnify the County for direct losses arising from GTL's failure to remit Credit Card Funds to the County. In addition, in exchange for the placement of the kiosk by GTL, the County appoints GTL, as the sole and exclusive provider (i) of kiosks and transaction services related thereto for collection of inmate "commissary" funds and (ii) for the collection of inmate destination prepay funds for all of the County's correctional facilities.
- i) GTL may make modifications to, among other things, the following, to reflect the relationship among GTL, the County, and senders of Credit Funds: its form of transaction record or receipt information (including email confirmation receipt), Web Payment terms and conditions and service description, computer terminal configuration and display, and transaction report format.
- j) County acknowledges that due to the weight and bulk of the kiosk unit that there is a risk of injury should the unit be tipped over onto a bystander. County agrees that to ensure the safety of staff, inmates and the general public the kiosk unit(s) will be bolted to floor. GTL, County maintenance or a contractor of the County's choosing will fasten the unit to the floor, at the County's discretion, at the time of the kiosk installation.
- k) 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.

1) 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.

4. **EFFECTIVE DATE.** The effective date of this agreement is the latest date of signature as noted below.

5. **TERMINATION.** Either party may terminate this Agreement upon (45) days written notice to the other party.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this Memorandum of Understanding, 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.

**GLOBAL TEL\*LINK CORPORATION-GTL**



GTL

Name: Jeffrey B. Haidinger

Title: President, Services

11/24/14

(Date)

**GILA COUNTY**

**GILA COUNTY BOARD OF SUPERVISORS**

Michael A. Pastor, Chairman, Board of Supervisors

**ATTEST**

Marian Sheppard, Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**

Bryan B. Chambers, Deputy County Attorney/Civil  
Bureau Chief  
for Bradley D. Beauchamp, County Attorney

Date



*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-2905**

**Regular Agenda Item 4. D.**

**Regular BOS Meeting**

Meeting Date: 12/16/2014

Submitted For: Jeffrey Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: FY 2014-2015      Budgeted?: Yes

Contract Dates 7-1-2014 to      Grant?: No

Begin & End: 6-30-2015

Matching No      Fund?: Renewal

Requirement?:

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Information

Request/Subject

Request to Advertise Invitation for Bid No. 112514 - Up to Three New 6/7 Passenger Mini-Vans.

Background Information

The advertisement of Invitation for Bid No. 112514 for new passenger mini-vans would allow the County Fleet Department the ability to receive proposals from automobile suppliers and have the option to purchase up to three new vehicles if necessary.

Evaluation

The vehicles requested in the Invitation for Bid (IFB) will be used for jail transport by the Sheriff's Office and Detention. These vehicles would replace vehicles with high mileage, that have become too expensive to operate or are inefficient. Two of the vehicles will be purchased by the Fleet fund. The third vehicle may be purchased with CJEF Funds from the Sheriff's Office, depending on the prices received by the County in response to IFB 112514.

The request for a price quote on a vehicle does not mean the purchase of the vehicle, only the ability to purchase if the need arises.

Conclusion

The vehicles that would be purchased from this Invitation for Bid would be assigned to the Sheriff's Office.

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. 112514 for the purchase of up to three new passenger mini-vans as specified.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 112514 for the purchase of up to three, new 6/7 passenger mini-vans for the Gila County Sheriff's Office and the County Detention Department.  
**(Jeff Hessenius and Steve Stratton)**

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Attachments

Request to Advertise

IFB 112514 - Up to Three New Passenger Mini-Vans

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**GILA COUNTY**

**NOTICE OF INVITATION FOR BID**

**BID NO. 112514**

**UP TO THREE (3) NEW 6/7 PASSENGER MINI-VANS**



**\*BOARD OF SUPERVISORS\***

**Michael A. Pastor, Chairman  
Tommie C. Martin, Vice Chairman  
John D. Marcanti, Member**

**\*COUNTY MANAGER\***

**Don E. McDaniel Jr.**



**GILA COUNTY  
PROCUREMENT GROUP  
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street  
Globe, Arizona  
85501

**SOLICITATION NUMBER  
112514**

**BID DUE DATE: January 07, 2015**

**TIME: 11:00 AM**

**DESCRIPTION: UP TO THREE (3) NEW 6/7 PASSENGER MINI-VANS**

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT  
ATTN: JEANNIE SGROI  
GUERRERO COMPLEX  
1400 EAST ASH STREET, GLOBE, ARIZONA 85501**

**Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501**

In accordance with A.R.S. §41-2533, Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928) 402-8612 or click on the following link to the County website . [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php)

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

The Board of Supervisors reserves the right to reject any or all bid proposals, or to accept any bid proposal, or to waive any informality in any bid proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: December 24, 2014 and December 31, 2014

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Designated Department: Gila County Fleet Management  
Type of contract: Term  
Term of Contract: Twelve Months  
Phone Number: (928) 200-1580

Signed: \_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Michael A. Pastor, Chairman, Board of Supervisors

Date: \_\_\_\_\_

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**GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the purchase of up to Three (3) New 6/7 Passenger Mini-Vans, for departments in Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Page 11, and Pages 13-14 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bids shall be considered for award.

**INSTRUCTIONS TO VENDORS**

**IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".**

**EXHIBIT "A" INSTRUCTIONS TO VENDORS**

**Preparation of Sealed Bid Proposal**

- A. Sealed Bids will be received by the Gila County Finance Department, from individuals and vendors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bid proposals only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bid proposals shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Proposal, each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete the Proposal and all Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualification and Certification Form in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Invitation for Bids shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

**Amendments**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

*Instructions to Vendors continued...*

1. Completion of the Vendor Checklist & Addenda Acknowledgment form, page 17.

Failure to indicate receipt of addenda in the above manner may result in a bid proposal being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "N/A" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

**Inquiries**

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- A. Bid results ARE NOT provided in response to telephone inquiries or email requests. A tabulation of bids received is on file in the Gila County Board of Supervisors Office and will be available for review after contract award.

**Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

**Submittal Bid Format:**

**It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid.** The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid proposal. Delivery charges may differentiate depending on geographical location.
2. Bid proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

*Instructions to Vendors continued...*

3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Proposal deadline.

**All bids shall be submitted in a sealed envelope:**

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Up to Three (3) New 6/7 Passenger Mini-Vans", "Bid No. 112514", "January 07, 2015" and "11:00 AM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**

**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
  - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all Proposals; or portions thereof; or
    3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

**Protests**

Only other Vendors who have submitted a bid proposal under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

*General Terms & Conditions continued...*

**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. 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.

**EXHIBIT "B" VENDOR AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Bid proposals to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 18, VENDORS OFFER PAGE, Exhibit "D" Vendors Qualification and Certification form page 12. This Contract shall include the Invitation for Bids No. 112514 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

**Overcharges by Antitrust Violations**

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

**Authority to Contract**

This contract shall be based upon the Invitation for Bids No. 112514, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

**Contract Amendments**

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.

**Contract Default**

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:

*General Terms & Conditions continued...*

1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
  2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

**Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**Costs and Payments**

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

**Co-op Use of Contract – Intergovernmental Purchasing**

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

**Cancellation of County Contracts**

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

**Termination of Contract**

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty** (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

*General Terms & Conditions continued...*

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Vendor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**General**

After receipt of all bid proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

**MINIMUM SPECIFICATIONS**

**EXHIBIT “C” MINIMUM SPECIFICATIONS FOR: 112514**

**Purpose:** It is the intent of Gila County to establish, by this Invitation for Bids, a contract to purchase up to Three (3) New 6/7 Passenger Mini-Vans. This Invitation for Bid No. 112514 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

Note: This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

**SECTION 1.0**

**General:**

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the proposal in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor’s or Gila County’s discovery of any such price reduction.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year**, unless terminated, cancelled or extended as otherwise provided herein.

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 **ORDERING:** Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1400 East Ash Street, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.
- 3.3 **DELIVERY TIME:** Vehicles must be delivered no later than 12 weeks of receipt by Vendor of County Purchase Order. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.

Minimum Specifications continued...

3.4 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 112514 - UP TO THREE (3) NEW 6/7 PASSENGER MINI-VANS**

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Has Vendor (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 reason Vendor failed to perform in the narrative part of this Contract.

3. Has Vendor (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 Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? \_\_\_\_\_ Yes \_\_\_\_\_ No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.

5. Vendor must also provide at least the following information:  
a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.  
b. Gila County reserves the right to request additional information.

\_\_\_\_\_  
**Signature of Authorized Person to Sign**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

**PRICE SHEET**

**DESCRIPTION: Up to Three (3) New 6/7 Passenger Mini-Vans**

*(Build Sheet Must Accompany Proposal)*

**Vehicle Year, Make, & Model:** \_\_\_\_\_

<b>MINIMUM SPECIFICATIONS</b> Up to Three (3) New 6/7 Passenger Mini-Vans	<b>MEETS MINIMUM SPECIFICATIONS</b>	
	<b>YES</b>	<b>NO</b>
<b>Exterior:</b> White or Light Color		
<b>Interior:</b> Gray or Tan Light Color Cloth Covered Seats		
<b>Power Features:</b> Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
<b>Tilt Steering Wheel</b>		
<b>Front and Rear A/C &amp; Heat</b>		
<b>Dual Sliding Doors</b>		
<b>Third Row Bench Seat</b>		
<b>Second Row Bucket Seats</b>		
<b>Remote Keyless Entry</b>		
<b>Cruise Control</b>		
<b>AM / FM Clock (CD)Radio</b>		
<b>V6 Gas Engine</b>		
<b>Automatic Transmission</b>		
<b>Tinted Glass</b>		
<b>SUB – TOTAL AMOUNT</b>	\$	.
<b>OTHER COSTS</b>	\$	.
<b>SALES TAX</b>	\$	.
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$	.

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_ **Vendor Phone Number:** \_\_\_\_\_

**PRICE SHEET**

**DESCRIPTION: Up to Three (3) New 6/7 Passenger Mini-Vans**

*(Build Sheet Must Accompany Proposal)*

**Vehicle Year, Make, & Model:** \_\_\_\_\_

MINIMUM SPECIFICATIONS Up to Three (3) New 6/7 Passenger Mini-Vans	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White or Light Color		
Interior: Gray or Tan Light Color Cloth Covered Seats		
Power Features: Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
Tilt Steering Wheel		
Front and Rear A/C & Heat		
Dual Sliding Doors		
Third Row Bench Seat		
Second Row Bucket Seats		
Remote Keyless Entry		
Cruise Control		
AM / FM Clock (CD)Radio		
V6 Gas Engine		
Automatic Transmission		
Tinted Glass		
<b>SUB – TOTAL AMOUNT</b>	\$	.
<b>OTHER COSTS</b>	\$	.
<b>SALES TAX</b>	\$	.
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$	.

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_ **Vendor Phone Number:** \_\_\_\_\_

**AFFIDAVIT BY VENDOR  
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. 112514 – UP TO THREE (3) NEW 6/7 PASSENGER MINI-VANS** 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\_\_\_\_\_.

\_\_\_\_\_  
**Notary Public**

**My Commission expires:**  
\_\_\_\_\_

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

Any breach of Vendor'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 Vendor 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, Vendor 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.

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

---

**Signature of Authorized Representative**

---

**Printed Name**

---

**Title**

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this IFB. If bidder fails to complete and/or execute any portion of the Bid Documents, this IFB will be determined to be “non-responsive” and rejected.

**CHECKLIST:**

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
NO COLLUSION AFFADAVIT	_____
LEGAL ARIZONA WORKS ACT COMPLIANCE	_____
OFFER PAGE	_____

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
VENDOR:

\_\_\_\_\_  
BY: (Signature)

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 112514 – UP TO THREE (3) NEW 6/7 PASSENGER MINI-VANS**. All proposals shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before January 07, 2015, 11:00 AM.

**OFFER PAGE**

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

**CONTRACT NUMBER: 112514 – UP TO THREE (3) NEW 6/7 PASSENGER MINI-VANS**

**Firm Submitting Proposal:**

**For clarification of this offer, contact:**

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Phone No.: \_\_\_\_\_

\_\_\_\_\_  
City                      State                      Zip

Fax \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Person to Sign**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

**ACCEPTANCE OF OFFER**

(For Gila County use only)

***The Offer is hereby Accepted:***

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in Invitation for Bid No.: 112514 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 112514. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**GILA COUNTY BOARD OF SUPERVISORS:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**Regular BOS Meeting**

Meeting Date: 12/16/2014

Submitted For: Jeffrey Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2014/2015      Budgeted?: Yes

Contract Dates January 7, 2015      Grant?: No

Begin & End: to January 6,  
2016

Matching No      Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 3 to Professional Services Agreement No. 062813-Medical Examiner Services for Gila County.

Background Information

On January 7, 2014, Gila County entered into Professional Services Agreement No. 062813 with Dr. Mark Fischione for Medical Examiner Services for Gila County. The contract was issued for a period of one year in a not to exceed amount of \$30,000 without prior written approval from Gila County. Additionally, the contract allows for the option to renew the contract term for three additional one-year periods.

On June 24, 2014, the Board of Supervisors approved Amendment No. 1 to increase the total contract by an additional \$40,000 for a new total contract amount of \$70,000.

On October 21, 2014, the Board of Supervisors approved Amendment No. 2 to increase the total contract by an additional \$30,000, for a new total contract amount of \$100,000.

Evaluation

Professional Services Agreement No. 062813-Medical Examiner Services for Gila County with Dr. Mark Fischione will expire on January 6, 2015. Per Article 11-Term of the contract, Gila County has the option to renew the contract for three additional one-year terms. Amendment No. 3 will serve to extend the contract term from January 7, 2015, to January 6, 2016.

Additionally, Amendment No. 3 will increase the original contract amount of \$30,000 by an additional \$40,000, for a new, not to exceed without prior written authorization, total contract amount of \$70,000, for the contract term from January 7, 2015, to January 6, 2016.

Conclusion

Staff feels it would best serve the interest of Gila County to continue to contract with Dr. Mark Fischione for medical examiner services for Gila County.

Recommendation

Staff recommends the approval of Amendment No. 3 to extend the contract term of Professional Services Agreement No. 062813 with Dr. Mark Fischione for medical examiner services for Gila County, for an additional year and to increase the original contract amount from \$30,000 to \$70,000, for the contract term from January 7, 2015, to January 6, 2016.

Suggested Motion

Approval of Amendment No. 3 to Professional Services Contract No. 062813-Medical Examiner Services between Gila County and Mark A. Fischione, M.D., PLC to extend the term of the contract from January 7, 2015, to January 6, 2016, and to increase the original contract amount from \$30,000 to \$70,000 for the new contract term.

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Attachments

Amendment No. 3 to Professional Services Agreement No. 062831

Amendment No. 2 to Professional Services Agreement No. 062831 with Mark Fischione

Amendment No. 1 to Professional Services Agreement No. 062831 with Mark Fischione

Professional Services Agreement No. 062831-Medical Examiner Services with Dr. Fischione

Legal Explanation

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**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](http://www.gilacountyaz.gov)

**Don E. McDaniel Jr., County Manager,**  
1400 E. Ash St., Globe, AZ 85501  
Phone (928) 425-3231 Ext.8761

**Jeff Hessenius, Finance Director**  
1400 E. Ash St., Globe, AZ 85501  
(928)425-3231 Ext. 8743

FAX (928) 425-8104  
TTY: 7-1-1

**PROFESSIONAL SERVICES CONTRACT NO. 062813  
MEDICAL EXAMINER SERVICES  
BETWEEN  
GILA COUNTY AND MARK A. FISCHIONE, M.D., PLC**

**AMENDMENT NO. 3**

Effective January 07, 2014, Gila County and Mark A. Fischione, M.D., PLC, entered into a contract whereby Dr. Fischione would provide medical examiner services for the Gila County Health and Emergency Services Department.

The contract was executed for a not to exceed without written authorization amount of \$30,000.

Amendment No. 1 was approved and executed, on June 24, 2014, by the Gila County Board of Supervisors, to increase the contract amount by Forty-Thousand dollars (\$40,000), for a new, not to exceed without written authorization, contract amount of Seventy Thousand dollars (\$70,000).

Amendment No. 2 was approved and executed on October 21, 2014, by the Gila County Board of Supervisors, to increase the contract amount by Thirty Thousand dollars (\$30,000), for a new, not to exceed without written authorization, contract amount of One Hundred Thousand dollars (\$100,000), for the contract term from January 07, 2014, to January 06, 2015.

The contract will expire on January 06, 2015. Per Article 11-Term, the Medical Examiner agrees that Gila County shall have the right, at is sole option, to renew the contract for three additional one year periods.

Amendment No. 3 will serve to extend the term of the contract from January 07, 2015 to January 06, 2016. Additionally, Amendment No. 3 will serve to increase the original contract amount of Thirty Thousand dollars, by Forty Thousand dollars, for a new, not to exceed without written authorization, contract amount of Seventy Thousand dollars (\$70,000) for the contract term from January 07, 2015 to January 06, 2016.

All other terms, conditions and provisions of the original Contract shall remain in full force and effect 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

**MEDICAL EXAMINER:**



\_\_\_\_\_  
Mark A. Fischione, M.D., PLC.

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney



**Tommie C. Martin, District I Supervisor**  
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(928)425-3231 Ext. 8743

FAX (928) 425-8104  
TTY: 7-1-1

**PROFESSIONAL SERVICES CONTRACT NO. 062813  
MEDICAL EXAMINER SERVICES  
BETWEEN  
GILA COUNTY AND MARK A. FISCHIONE, M.D., PLC**

**AMENDMENT NO. 2**

Effective January 07, 2014, Gila County and Mark A. Fischione, M.D., PLC, entered into a contract whereby Dr. Fischione would provide medical examiner services for the Gila County Health and Emergency Services Department.

The contract was executed for a not to exceed without written authorization amount of \$30,000.

Amendment No. 1 was approved and executed, on June 24, 2014, by the Gila County Board of Supervisors, to increase the contract amount by Forty-Thousand dollars (\$40,000), for a new, not to exceed without written authorization, contract amount of Seventy Thousand dollars (\$70,000).

The cost to date for the first eight months of the contract term is \$56,550, which leaves an available balance on the current contract term of \$13,450.00. There are four months remaining on the existing contract term.

Amendment No. 2 will serve to increase the contract amount by Thirty Thousand dollars (\$30,000), for a new, not to exceed without written authorization, contract amount of One Hundred Thousand dollars (\$100,000), for the contract term from January 07, 2014, to January 06, 2015.

All other terms, conditions and provisions of the original Contract shall remain in full force and effect during the term of the contract.

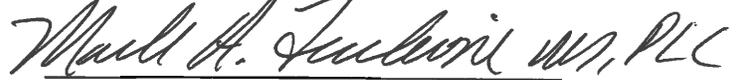
IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 21<sup>ST</sup> day of October, 2014.

**GILA COUNTY BOARD OF SUPERVISORS:**



Michael A. Pastor, Chairman of the Board

**MEDICAL EXAMINER:**



Mark A. Fischione, M.D., PLC.

**ATTEST:**



Marian Sheppard, Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**



Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**Tommie C. Martin, District I Supervisor**  
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**GILA COUNTY**  
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**Don E. McDaniel Jr., County Manager,**  
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**Jeff Hassenius, Finance Director**  
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FAX ((28)425-8104  
TTY: 7-1-1

**PROFESSIONAL SERVICES CONTRACT NO. 062813  
MEDICAL EXAMINER SERVICES  
BETWEEN  
GILA COUNTY AND MARK A. FISCHIONE, M.D., PLC**

**AMENDMENT NO. 1**

Effective January 07, 2014, Gila County and Mark A. Fischione, M.D., PLC, entered into a contract whereby Dr. Fischione would provide medical examiner services for the Gila County Health and Emergency Services Department.

The contract was executed for a not to exceed without written authorization amount of \$30,000. The cost to date for the first five months of the contract term is approximately \$27,000.00. Amendment No. 1 will serve to increase the contract amount by Forty-Thousand dollars (\$40,000), for a new not to exceed without written authorization contract amount of Seventy Thousand dollars (\$70,000).

Amendment No. 1 will increase the contract amount by ~~\$30,000~~ <sup>\$40,000</sup> for a new total contract amount of \$70,000 for the contract term from January 07, 2014, to January 06, 2015.

All other terms, conditions and provisions of the original Contract shall remain in full force and effect 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 24<sup>th</sup> day of June, 2014.

**GILA COUNTY BOARD OF SUPERVISORS:**

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

**MEDICAL EXAMINER:**

  
\_\_\_\_\_  
Mark A. Fischione, M.D., PLC.

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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610 E. Highway 260, Payson, AZ. 85547  
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FAX (928) 425-0319  
TTY: 7-1-1

**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**GILA COUNTY ATTORNEY**  
1400 E. ASH STREET, GLOBE, ARIZONA, 85501

**PROFESSIONAL SERVICES AGREEMENT NO. 062813**  
**GILA COUNTY MEDICAL EXAMINER**

**THIS AGREEMENT**, made and entered into this 7<sup>TH</sup> day of January, 2014 by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the **County**, and Mark A. Fischione, M.D., PLC, of the City of Scottsdale, County of Maricopa, State of Arizona, hereinafter designated the **Medical Examiner**.

**WITNESSETH:** That the Medical Examiner, 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:

That he is licensed and otherwise legally and professionally qualified to be appointed as Gila County Medical Examiner and Forensic Pathologist for Gila County, Arizona.

**ARTICLE 1 – SCOPE OF SERVICES:** The Medical Examiner agrees to provide Medical Examiner Services and **Forensic Pathologist Services** to Gila County pursuant to A.R.S. § 11-594, A.R.S. § 11-600, and A.R.S. § 36-861.

**Duties of County Medical Examiner**

A. The county medical examiner or alternate medical examiner shall direct a death investigation, shall determine whether an external examination or autopsy is required and shall:

1. Take charge of the dead body.
2. Certify to the cause and manner of death following completion of the death investigation, unless the medical examiner or alternate medical examiner determines there is no jurisdiction pursuant to section A.R.S. § 11-593, reduce the findings to writing and promptly make a full report on forms prescribed for that purpose.
3. Have subpoena authority for all documents, records and papers deemed useful in the death investigation.
4. Execute a death certificate provided by the state registrar of vital statistics indicating the cause and the manner of death for those bodies for which a death investigation has been conducted and jurisdiction is assumed.

5. Give approval for cremation of a dead body after a death investigation and record the approval on the death certificate.

6. Notify the county attorney or other law enforcement authority when death is found to be from other than natural causes.

7. Carry out the duties specified under Section 28-668.

8. Carry out the duties specified under Title 36, Chapter 7, Article 3.

9. Observe all policies adopted by the board of supervisors regarding conflicts of interest and disclosure of non-county employment.

B. The county medical examiner or alternate medical examiner may:

1. Assign to a medical death investigator or other qualified personnel all aspects of a death investigation except the performance of autopsies.

2. Authorize forensic pathologists to perform examinations and autopsies. The medical examiner or alternate medical examiner may authorize medical students or residents and fellows in pathology training to perform autopsies under the supervision of a licensed physician who is board certified in anatomic pathology, pursuant to procedures adopted by the county medical examiner or alternate medical examiner. Authorization and the amount to be paid by the county for pathology services are subject to approval of the board of supervisors.

3. Delegate any power, duty or function whether ministerial or discretionary vested by this chapter in the medical examiner or alternate medical examiner to a person meeting the qualifications prescribed in this chapter who is employed by or who has contracted with the county to provide death investigation services. The medical examiner or alternate medical examiner shall be responsible for the official acts of the person designated pursuant to this section and shall act under the name and authority of the medical examiner or alternate medical examiner.

4. Authorize the taking of organs and tissues as they prove to be usable for transplants, other treatment, therapy, education or research if all of the requirements of Title 36, Chapter 7, Article 3 are met. The medical examiner or alternate medical examiner shall give this authorization within a time period that permits a medically viable donation.

5. Authorize licensed physicians, surgeons or trained technicians to remove parts of bodies provided they follow an established protocol approved by the medical examiner or alternate medical examiner.

6. Limit the removal of organs or tissues for transplants or other therapy or treatment if, based on a review of available medical and investigative information within a time that permits a medically viable donation, the medical examiner or alternate medical examiner makes an initial determination that their removal would interfere with a medical examination, autopsy or certification of death. Before making a final decision to limit the removal of organs, the medical examiner or alternate medical examiner shall consult with the organ procurement organization. After the consultation and when the organ procurement organization provides information that the organ procurement organization reasonably believes could alter the initial decision and at the request of the organ procurement organization, the medical examiner or alternate medical examiner shall conduct a physical examination of the body. If the medical examiner or alternate medical examiner limits the removal of organs, the medical examiner or alternate medical examiner shall maintain documentation of this decision and shall make the documentation available to the organ procurement organization.

C. A county medical examiner or alternate medical examiner shall not be held civilly or criminally liable for any acts performed in good faith pursuant to subsection B, paragraphs 4, 5 and 6 of this section.

D. If a dispute arises over the findings of the medical examiner's report, the medical examiner, on an order of the superior court, shall make available all evidence and documentation to a court-designated licensed forensic pathologist for review, and the results of the review shall be reported to the superior court in the county issuing the order.

E. For providing external examinations and autopsies pursuant to this section, the medical examiner may charge a fee established by the board of supervisors pursuant to Section A.R.S. § 11-251.08.

F. The county medical examiner or alternate medical examiner is entitled to all medical records and related records of a person for whom the medical examiner is required to certify cause of death.

**Burial of Indigent Deceased**

- A. When a death investigation has been completed by the county medical examiner and no other person takes charge of the body of the deceased, the examiner shall cause the body to be delivered to a funeral establishment. If there is not sufficient property in the estate of the deceased to pay the necessary expenses of the burial, the expenses shall be a legal charge against the county. Upon determination of indigency the funeral establishment shall perform the normal county indigent burial, in the manner and for the fee then being paid by the county, or release the body, upon county request, without fee, to the funeral establishment designated by the county for other indigent burials.
- B. Within thirty days after the examination, the medical examiner shall deliver to the public fiduciary of the county or the legal representative of the deceased any money or property found upon the body.

**Release of Information**

- A. The county medical examiner shall release the name, contact information and available medical and social history of a decedent whose body is under the jurisdiction of the medical examiner to:
  - 1. The designated procurement organization, hospital, accredited medical school, dental school, college or university of an anatomical gift executed pursuant to section A.R.S. § 36-844.
  - 2. Any procurement organization under procedures adopted by the medical examiner for coordination of the procurement of anatomical gifts.

**ARTICLE 2 – FEES:** For the services provided by the Medical Examiner under this agreement, financial compensation from the County will be as follows:

- \$2,200.00 per complete autopsy
- \$ 170.00 per external examination, cause of death
- \$ 65.00 per cremation
- \$ 250.00 per month Malpractice Insurance – not to exceed \$3,000.00 without prior written approval from the County

**ARTICLE 3 – TERMINATION:** Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County’s financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

In the event that the County has reasonable cause to believe that the Medical Examiner alleged violations of applicable statutes, rules or regulations, alleged breach of contract or alleged misconduct of any nature whatsoever, presents, or may present a threat to the interest of the County or its citizens in receiving competent medical examiner or other related services pursuant to this agreement, County may terminate this Agreement immediately upon written or oral notice to Medical Examiner. Upon such notice, Medical Examiner shall immediately cease to perform the duties customarily performed by a medical examiner except as specifically directed by the County. As of the date of such notice, County shall not be liable for any further payment or performance pursuant to this Agreement.

**ARTICLE 4 – INSPECTION OF RECORDS AND PREMISES:** Upon reasonable notice, authorized County representatives may inspect Medical Examiner’s records related to services provided pursuant to this Agreement except to the extent that any specific records may be deemed confidential pursuant to specific statutory authority. County representatives may enter upon and inspect any facility used by Medical Examiner to perform services as provided in this contract in order to determine Medical Examiner’s compliance with the terms of the contract. Medical Examiner agrees to retain all financial records and other documents relating to the services performed pursuant to this contract for five (5) years after final payment of all amounts owed to Medical Examiner or until after resolution of any audits, investigations or other inquiries which may require access to the subject records or documents, whichever is later. County, state or federal officials or other persons duly authorized by the County shall have full access to, and the right to examine, copy and use any such materials.

**ARTICLE 5 - INDEMNIFICATION CLAUSE:** The Medical Examiner 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 Medical Examiner, 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 Medical Examiner to indemnify the County to the extent permitted under Arizona Law.

**ARTICLE 6 – INSURANCE REQUIREMENTS:** The Medical Examiner agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance, general liability insurance and other insurance(s) as requested by the County with reputable insurance companies acceptable to the County under this agreement.

**ARTICLE 7 – ASSIGNMENTS AND SUBCONTRACTS:** No rights or obligations of the Medical Examiner under this agreement shall be assigned. No rights or obligations of the Medical Examiner under this agreement shall be subcontracted by the Medical Examiner without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

**ARTICLE 8 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Medical Examiner hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Medical Examiner's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Medical Examiner shall further ensure that each subcontractor who performs any work for the Medical Examiner 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 the Medical Examiner and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Medical Examiner's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting the Medical Examiner to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Medical Examiner 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 Medical Examiner shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

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

**ARTICLE 9 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. The Medical Examiner shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Medical Examiner. The Medical Examiner 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 10 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference. 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 11 – TERM:** The term of the contract shall commence on the date the contract is approved by the Board of Supervisors, and continue in full force and effect for one year, unless terminated, canceled or extended as otherwise provided herein. The Medical Examiner agrees that Gila County shall have the right, at its sole option, to renew the contract for three (3) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

**ARTICLE 12 – PAYMENT:** The Medical Examiner shall be paid pursuant to the fees stated in Article 2 of this agreement, but in no event shall payment exceed \$30,000.00 for each of the one year contract terms, 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 Medical Examiner. Purchase orders sent to the Medical Examiner reflect these terms and conditions and they apply to all invoices received by the County.

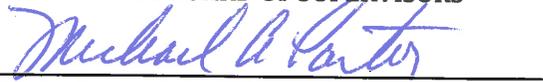
The Medical Examiner shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Medical Examiner does not have a current W-9

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. Invoices may be emailed to [accountspayable@co.gila.az.us](mailto:accountspayable@co.gila.az.us).

*IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.*

**GILA COUNTY BOARD OF SUPERVISORS**

  
Michael A. Pastor, Chairman Board of Supervisors

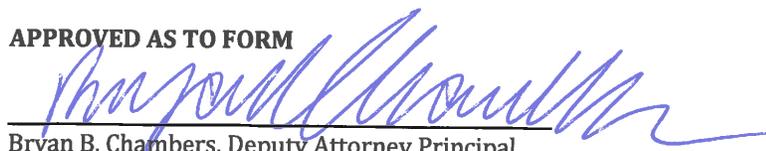
**MEDICAL EXAMINER**

  
Mark A. Fischione, M.D., PLC

**ATTEST:**

  
Marian Sheppard, Clerk of the Board of Supervisors

**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-2907**

**Consent Agenda Item 5. B.**

**Regular BOS Meeting**

Meeting Date: 12/16/2014

Submitted For: Jeffrey Hassenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2015 Budgeted?: Yes

Contract Dates TBD Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

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Information

Request/Subject

Approval of Contingency Dollar Amount for Modular Solutions, Ltd.

Background Information

At the September 30, 2014, Board of Supervisors' regular meeting, the Board of Supervisors approved the purchase of a 20,160 square-foot used modular building from Modular Solutions, Ltd. in the amount of \$482,094.87. One of the items contained in the quote from Modular Solutions, Ltd. was the transportation cost to move the building from Maricopa, AZ to Globe, AZ. The estimated cost for transportation was \$26,481.97, including sales tax.

Evaluation

When the process of moving the individual units from Maricopa, AZ to Globe, AZ began, the Department of Motor Vehicles specified the route to use. The transportation contractor was told to come to Globe via SR 87 to Sunflower, AZ., and then AZ Highway 188 to Globe. Nine of the twenty-four units were delivered via this route, then construction began in Sunflower which forced the need to use an alternate route. The new route specified by DMV was via SR 77 to Globe, AZ. The original transport contractor wanted an up-charge to his contract of \$14,000.00 to deliver the remaining units, using the new route. Modular Solutions, Ltd. got bids from transportation contractors and found one that would deliver the remaining fifteen units for the original cost plus \$300.00 per trip. This will result in an additional up-charge for transportation of roughly \$4,500 plus tax.

Staff wishes to create a contingency item of a not-to-exceed amount of \$50,000 in an effort to streamline any other monetary changes that might occur during the performance of the various items supplied by Modular Solutions, Ltd. and thereby affect the amount previously approved by the Board of Supervisors on September 30, 2014.

### Conclusion

Staff wishes to create a contingency item of not to exceed \$50,000 to add to the amount approved by the Board of Supervisors for Modular Solutions, Ltd. at the September 30, 2014, Board meeting. While additional costs are not anticipated by staff, the possibility does exist that additional costs could be incurred during set-up. Staff would like to take a proactive approach to managing the additional costs and keeping the construction schedule on track.

### Recommendation

The Finance Division Director recommends that the Board of Supervisors approve a contingency item in the amount of \$50,000 for any additional costs which may arise from Modular Solutions, Ltd., on the purchase, transportation and subsequent set-up of the 20,160 square-foot used modular structure purchased by Gila County.

### Suggested Motion

Approval of a \$50,000 contingency item to be used in the event of additional costs incurred by Modular Solutions, Ltd. in the transportation and set up of the used 20,160 square foot modular structure purchased by Gila County.

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### Attachments

Modular Solutions Quote

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Gila County Finance  
Guerrero Building  
1400 E. Ash Street  
Globe, AZ 85501

rev date:  
09/18/14

ITEM #	DESCRIPTION	UNIT	RETAIL	DISCOUNT (%)	GSA PRICE	QUANTITY	SUB TOTAL
OMI- USE	120' x 168' Used Modular	EA.	\$350,000.00	\$17,500.00	\$332,500.00	1.00	\$332,500.00
F2364	FLOOR COVERING BY OTHERS	SQ. YD.	\$15.77	0.05	\$15.09	0.00	\$0.00
OMI	STATE PLAN REVIEW (INC IN FEES)	EA.	\$350.00	0.05	\$335.01	0.00	\$0.00
OMI	PAD & PIER FOUNDATION PLANS ( INC IN FEES)	EA.	\$500.00	0.05	\$478.59	0.00	\$0.00
FS4358	SHOP DRAWINGS / AS-BUILTS FOR CERTIFICATION	EA.	\$3,354.74	0.05	\$3,211.09	1.00	\$3,211.09
FS4352	ADD A.P.E. OR NICET STAMP ON DRAWING	EA.	\$511.32	0.05	\$489.42	1.00	\$489.42
FS4354	ON SITE CONNECTING AND TESTING 60-100 MILES	EA.	\$1,636.23	0.05	\$1,566.16	1.00	\$1,566.16
FS4359	EXTERIOR BELL WIRE & CONNECT ON SITE	EA.	\$1,953.68	0.05	\$1,870.02	1.00	\$1,870.02
FS4350	SPRINKLER SYSTEM INSTALLED PER NFPA 13	SQ. FT.	\$3.75	0.05	\$3.59	20160.00	\$72,362.72
CREDIT	RETROFIT ONLY (USE EXISTING CONDITIONS)	SQ. FT.	-\$2.75	0	-\$2.75	20160.00	-\$55,440.00
FS4301	CLASS-A 10 ZONE CONTROL PANEL	EA.	\$2,113.20	0.05	\$2,022.71	1.00	\$2,022.71
FS4358	SHOP DRAWINGS- FIRE ALARM	EA.	\$3,354.74	0.05	\$3,211.09	1.00	\$3,211.09
FS4303	12 VOLT 10 TO 18 AMP HOUR BATTERIES	EA.	\$277.82	0.05	\$265.92	2.00	\$531.85
FS4305	INTERIOR STROBE HORN COMBINATION	EA.	\$228.39	0.05	\$218.61	35.00	\$7,651.35
FS4304	BATTERY CABINET FOR LARGE BATTERIES	EA.	\$144.88	0.05	\$138.68	1.00	\$138.68

OMI FRT	TRANSPORT TO GLOBE, AZ FROM MARICOPA, INCLUDING OVERSIZE ESCORTS	EA.	\$1,100.00	\$55.00	\$1,045.00	19.00	\$19,855.00
OMI FRT	TRANSPORT TO GLOBE, AZ FROM PHOENIX, INCLUDING OVERSIZE ESCORTS	EA.	\$1,100.00	\$55.00	\$1,045.00	5.00	\$5,225.00
SET5017	"METRO"	SEAM	\$2,029.47	0.05	\$1,942.57	25.00	\$48,564.14
SET5020	REUSE EXISTING PIERS & PADS	EA.	\$15.65	0.05	\$14.98	0.00	\$0.00
SET5015	VENT - ABOVE GRADE	EA.	\$33.21	0.05	\$31.79	35.00	\$1,112.58
SET5027	VINYL SKIRTING PACKAGE(SUB WOOD)	LN. FT.	\$16.49	0.05	\$15.78	576.00	\$9,091.51
SET 5028	HURRICANE TIE DOWNS	EA.	\$112.44	0.05	\$107.63	60.00	\$6,457.51
SET 5032	PROJECT MANAGER	WEEKLY	\$1,973.68	0.05	\$1,889.16	3.00	\$5,667.49
SET5033	SITE SUPERINTENDENT	WEEKLY	\$2,315.79	0.05	\$2,216.63	3.00	\$6,649.88
							\$0.00
							\$0.00
E - OMI	SES FROM EXISTING SITE		\$0.00	0	\$0.00	0.00	\$0.00
	STORED AT OUR FACILITY	LS					
	NO WARRANTY						
M4213	ADD 26 GA GUTTERS AND DOWNSPOUTS	LN. FT.	\$10.66	0.05	\$10.20	336.00	\$3,428.38
				\$0.00	\$0.00		\$0.00
				\$0.00	\$0.00		\$0.00
				\$0.00	\$0.00		\$0.00
				\$0.00	\$0.00		\$0.00
				\$0.00	\$0.00		\$0.00
				\$0.00	\$0.00		\$0.00

SUBTOTAL \$476,166.59

\*OMI is open market item

NO TAX ON BUILDING 8.6 % ALL OTHER FEES \$5,928.28

Bonding Fee Excluded at this time \$0.00

FREIGHT FEES SUBJECT TO ROUTING REQUIREMENTS

**GRAND TOTAL \$482,094.87**

\*Used Modular Buildings quoted are subject to availability on award - # MS-357

**Freight quote subject to routing at time of award, may be modified to meet current requirements**

Used buildings are sold "as-is" no warranty expressed or implied

Installation price assumes clear, level accessible site conditions

Existing conditions apply to fire sprinklers, additional work may be required for final design & use

State plan review includes ONLY ONE submittal owner to provide all necessary documents for plan review & approval

Fire sprinkler on-site tie in assumes owner to stub underground at Riser POC & cap for tie in

Stand alone fire alarm system included (10) zone

Excavation /Backfill by OTHERS at this time

Utility Connections by OTHERS at this time

Performance & Payment bond fees excluded at this time, can be added upon request

Sales tax on used building are exempt, all other fees taxable at 6.6% Gila County & 2% Globe

ALL PERMITS by OTHERS at this time

EXCLUSIONS: Anything not listed

We thank you for this opportunity to propose available # MS-357

Please contact us with any questions:

Mitzi Garcia - Preconstruction

P O Box 15507 - Phoenix, AZ 85060-5507

(800) 441-8577 x 8210

[mitzig@mod-sol.com](mailto:mitzig@mod-sol.com)

**GSA CONTRACT # : GS-07F-0199L**



**Regular BOS Meeting**

Meeting Date: 12/16/2014

Submitted For: Malissa Buzan

Department: Community Services Division Division: WIA Department

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InformationRequest/Subject

Intergovernmental Agreement between Gila County and the Town of Superior.

Background Information

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

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

Evaluation

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

**Gila County agrees to provide:**

- access to employment resources;
- training to help job seekers with job search;
- personal contacts in and connections to the One-Stop Centers, staff and key partners;
- inspection of the locations and signage for location;
- training of staff to help job seekers with job search activities;
- equipment maintenance;
- supplies, Access Point signage; and
- desktop computers (Microsoft Program with Internet access), printer, computer desk and chair

**(Access Point) agrees to:**

- host a publicly accessible Access point consisting of a computer with Internet access and Point of Contact trained by workforce system staff;
- help job seekers as needed and staff availability;
- publicize job seeker services to the Access Point's community;
- send staff to initial training;
- submit sign-in sheets monthly to document activities;
- assure that it will take reasonable precautions to ensure hardware, software, and/or other equipment remain secure and in good repair;
- abide by all applicable federal, state and local laws; and
- refer customers to the One-Stop and supportive services as needed

Conclusion

The purpose of this Intergovernmental Agreement is to establish a local Access point at the Town of Superior. Under the Workforce Investment Act, the "Access Point" model consists of local entities/organizations/ and/or business where job services can be provided, assisted by trained individuals.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this Intergovernmental Agreement for the period from December 1, 2014, through June 30, 2015.

Suggested Motion

Approval of the Intergovernmental Agreement between Gila County and the Town of Superior, whereby the Town of Superior Library will become a designated "Access Point" under the Workforce Investment Act for the period of December 1, 2014, through June 30, 2015.

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Attachments

Intergovernmental Agreement between Gila County and the Town of Superior

Legal Explanation

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## INTERGOVERNMENTAL AGREEMENT

**This Intergovernmental Agreement (“Agreement”) is between the Town of Superior and Gila County dba Gila/Pinal Workforce Investment Board (“Gila County”).**

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

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

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

### **1.0 Purpose of Agreement**

The purpose of this Agreement is to establish local Access Points in different areas throughout Gila and Pinal Counties. Under the Workforce Investment Act, the “Access Point” model consists of local entities/organizations and/or businesses where job search services can be provided, assisted by trained individuals who connect them to the Arizona Job Connection website.

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

### **2.0 Term of Agreement**

- 2.1 This Agreement shall have an effective date of December 1, 2014 and end June 30, 2015.
- 2.2 Either party may terminate the Agreement by providing thirty (30) days prior written notice to the other party.
- 2.3 The indemnification provisions of this Agreement shall survive the termination of the Agreement.

### **3.0 Gila County agrees to provide Town of Superior with:**

- 3.1  Access to employment resources;
- 3.2  Training to help job seekers with job search;
- 3.3  Personal contacts in and connections to the One-Stop Centers, staff and key partners;
- 3.4  Inspection of the locations and signage for location;
- 3.5  Training of staff to help job seekers with job search activities;
- 3.6  Equipment maintenance;
- 3.7  Access Point signage; and
- 3.8  Laptop computer, printer, and one case of paper.

**4.0 Equipment/Budget**

- 4.1 All equipment purchased with Workforce Investment Act funds shall remain the property of Gila County.
- 4.2 Town of Superior and Gila County each agree to maintain a budget for their respective obligations under this Agreement.

**5.0 Town of Superior agrees to:**

- 5.1  Host a publicly accessible Access Point consisting of a computer with internet access and Point of Contact trained by workforce system staff;
- 5.2  Help job seekers as needed and staff availability;
- 5.3  Publicize job seeker services to the Access Point's community;
- 5.4  Send staff to initial training;
- 5.5  Submit sign-in sheets monthly to document activities;
- 5.6  Assures that it will take reasonable precautions to ensure hardware, software, and/or other equipment remain secure and in good repair;
- 5.7  Agrees to abide by all applicable federal, state and local laws; and
- 5.8  Refer customers to the One-Stop and supportive services as needed.

**6.0 Indemnification**

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

**7.0 NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE**

- 7.1 Town of Superior and Gila County shall comply with Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. Entity shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.
- 7.2 Town of Superior and Gila County shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. §41-1492 et seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advance in employment, of qualified persons.

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

## **8.0 CANCELLATION FOR CONFLICT OF INTEREST**

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

## **9.0 AMENDMENTS OR MODIFICATIONS**

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

## **10.0 VETERANS' PRIORITY PROVISIONS**

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

**11. MISCELLANEOUS PROVISIONS**

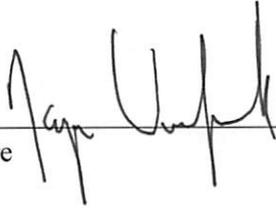
- 11.1 This Agreement shall not be construed to imply authority to perform any tasks or accept any responsibility not expressly set forth herein.
- 11.2 All notices or demands required under this Agreement from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or deposited in a U.S. mailbox in a postage prepaid envelope addressed as follows:

Town of Superior  
199 N. Lobb Street  
Superior, Arizona 85173

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

- 11.3 This Agreement is nonassignable in whole or in part by either party hereto without the written consent of both parties.
- 11.4 This Agreement shall inure solely to the benefit of Town of Superior and Gila County, and shall create no rights in any other person or entity.
- 11.5 To the extent applicable under A.R.S. §44-4101, each party and its subcontractors warrants its compliance with all federal immigration laws and regulations that relate to their respective employees and their compliance with E-verify requirements under A.R.S. §23-214(A). A breach of the above-mentioned warranty by any party or its subcontractor shall be deemed a material breach of the Agreement and may result in the termination of this Agreement by the non-breaching party. Each party retains the legal right to randomly inspect the papers and records of the other party or its subcontractor's employees who work on the Agreement to ensure that the party or its subcontractor are complying with the above-mentioned warranty.
- 11.6 Pursuant to A.R.S. §35-391.06 and §35-393.06, each party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section, the terms "scrutinized business operations" shall have the meanings set forth in A.R.S. §35-391 and §35-393, as applicable. If any party determines that the other party submitted a false certification, that party may impose remedies as provided by law including termination of this Agreement.
- 11.7 In the event of any controversy which may arise out of this Agreement, the parties agree to abide by required arbitration as set forth in A.R.S. §12-1518. In addition to the forgoing, a party may file a complaint at any time to seek a preliminary injunction or other provisional judicial relief, if, in its sole judgment, such action is necessary to protect and preserve the rights of the party.

FOR AND ON BEHALF OF



Signature

Jayme Valenzuela

Printed Name

Town of Superior Mayor

Title

11/20/14

Date

APPROVED AS TO FORM



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

Signature

Michael A. Pastor

Printed Name

Chairman, Gila County Board of Supervisors

Title

Date

APPROVED AS TO FORM

Bryan B. Chambers, Deputy Attorney Principal

Date

ATTEST:



ATTEST

Marian Sheppard, Clerk of the Board

Date

11/20/14

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.

**ARF-2891**

**Consent Agenda Item 5. D.**

**Regular BOS Meeting**

<u>Meeting Date:</u>	12/16/2014		
<u>Submitted For:</u>	Malissa Buzan		
<u>Department:</u>	Community Services Division	<u>Division:</u>	Comm. Action Program/Housing Servs.
<u>Fiscal Year:</u>	2014-2015	<u>Budgeted?:</u>	Yes
<u>Contract Dates Begin &amp; End:</u>	July 1, 2014 - June 30, 2015	<u>Grant?:</u>	Yes
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	Renewal

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Information

Request/Subject

Amendment No. 2 to a Weatherization Low-Income Assistance Agreement (Contract No. EW-ESA-14-4181-02Y2).

Background Information

On November 5, 2013, the Board of Supervisors approved a Weatherization Low-Income Assistance Agreement (Contract No. EW-ESA-14-4181-02Y3).

On Amendment No. 1, the last three numbers are 02Y2, which after consulting with Michael Frary from the State of Arizona, Governor's Office of Energy Policy, these numbers are for internal purposes. The contract number stays the same and those numbers are just administrative codes for their use. The e-mail from Mr. Frary explaining this is attached.

Evaluation

Amendment No. 2 to Contract No. EW-ESA-14-4181-02Y2 amends Section V - Manner of Financing, which amends the contract to provide up to \$4,213.67 as an additional amount to the reimbursement ceiling for FY15, inclusive of administrative and program funds.

Conclusion

Amendment No. 2 will provide changes to the Weatherization Low-Income Assistance Agreement (Contract No. EW-ESA-14-4181-02Y2), which will allow Gila County Housing Services to provide weatherization services to eligible citizens residing in Gila County who meet program income eligibility.

Recommendation

The Community Services Division Director recommends that the Board of Supervisors approve this amendment.

Suggested Motion

Approval of Amendment No. 2 to a Weatherization Low-Income Assistance Agreement (Contract No. EW-ESA-14-4181-02Y2) between the State of Arizona, Governor's Office of Energy Policy and the Gila County Community Services Division, Housing Services, which allows for carry over of an un-obligated balance of \$4,213.67 from FY 2014 for the use in FY 2015 for the period of July 1, 2014, through June 30, 2015.

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Attachments

Amendment No. 2 Contract No. EW-ESA-14-4181-02Y2  
Amendment No. 1 Contract No. EW-ESA-14-4181-02Y2  
Michael Frary E-Mail Contract EW-ESA-4181-02Y3 to 02Y2  
Contract No. EW-ESA-14-4181-02Y3  
County Attorney's Explanation Re IGA Review

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AMENDMENT # 2  
for  
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT  
#EW-ESA-14-4181-02Y2

between the

STATE OF ARIZONA,  
GOVERNOR'S OFFICE OF ENERGY POLICY  
and  
GILA COUNTY GOVERNMENT

Pursuant to section XXXVIII, AMENDMENTS, the following section of the above referenced Weatherization Low-Income Assistance Agreement is hereby amended as follows:

**Section V, MANNER OF FINANCING**

Pursuant to Terms and Conditions, "Manner of Financing," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to \$4,213.67, as an additional amount to the reimbursement ceiling for FY15, inclusive of administrative and program funds.

The additional amount is provided under Amendment 1 to the U.S. Department of Energy's Grant No. DE-EE0006139, allowing the subgrantee's carryover of unobligated balances remaining at the end of FY 2014 for use in the FY15 budget.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

**In Witness Whereof**, the parties hereto agree to execute this Amendment.

**GILA COUNTY GOVERNMENT**

\_\_\_\_\_  
Michael A. Pastor, Chairman                      Date  
Board of Supervisors

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

\_\_\_\_\_  
Marian E. Sheppard                                      Date  
Clerk of the Board

**GOVERNOR'S OFFICE OF  
ENERGY POLICY**

 \_\_\_\_\_ 11-12-14  
Leisa B. Brug    Date  
Director

 \_\_\_\_\_ 11/5/14  
Travis Price    Date  
Compliance Finance and Procurement Manager  
Office of the Governor

**AMENDMENT # 1**  
**for**  
**WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT**  
**#EW-ESA-14-4181-02Y2**

between the

**STATE OF ARIZONA,**  
**GOVERNOR'S OFFICE OF ENERGY POLICY**  
and  
**GILA COUNTY GOVERNMENT**

Pursuant to section XXXVIII, AMENDMENTS, the following sections of the above referenced Weatherization Low-Income Assistance Agreement are hereby amended as follows:

**Section II, TERM OF AGREEMENT**

This amendment provides a new contract award amount for the second year of operations for a period of twelve months. The contract renewal period shall be effective July 1, 2014 through June 30, 2015.

**Section III, DESCRIPTION OF SERVICES**

Pursuant to Terms and Conditions, "Description of Services," Section III D.2. under Program Specific Requirements, is amended to revise the adjusted average cost per dwelling unit amount to \$6,987.

**Section III, DESCRIPTION OF SERVICES**

Pursuant to Terms and Conditions, "Description of Services," Section III D, under Program Specific Requirements is amended to add a new section entitled, Quality Work Plan Requirement, at the end of section III D, as follows:

Quality Work Plan Requirement

1. Subgrantee must develop a quality control work plan in accordance with U.S. DOE Weatherization Program Notice (WPN) 14-4 requirements for the Quality Control Inspection and must submit it to OEP in writing on or before December 31, 2014.
2. Subgrantee must have the agency's person or contractor of choice selected for the Quality Control Inspection certified as a Quality Control Inspector by no later than May 31, 2015.
3. The agency's selected person or contractor of choice must meet the qualifications to sit for the Quality Control Inspector Exam and have an understanding of NREL's Job Task Analysis for the Quality Control Inspector.
4. The Quality Control Inspector/contractor must have a copy of the state's field guide, paper or digitally, and have knowledge of the Standard Work Specification (SWS), along with a good understanding of both requirements.
5. Subgrantee will be provided a copy of the state's Field Guide by OEP on or before June 30, 2015 and must sign a receipt of delivery, per WPN 14-4.
6. Subgrantee must flow down the state's Field Guide to all sub-contractors and a receipt of delivery must be received by the Subgrantee and put into the contractor's file, per WPN 14-4.

7. Beginning July 1, 2015, all work performed on eligible Weatherization client homes must meet the standards set forth in the state's Field Guide and the SWS. This requirement must flow down to all subcontractors, per WPN 14-4.
8. Beginning July 1, 2015, before a job can be submitted into the database and counted as a completed job it must have been Quality Controlled Inspected by a certified Quality Control Inspector to make sure the job complies with the state field guide.
9. Beginning July 1, 2015, a signed inspection form stating the Quality Control Inspection was performed, when and who did it, must be signed off and put into the client's file by the Inspector.
10. Subgrantee must keep current with U.S. DOE Weatherization Program rules, regulations and WPN's which can be located at WAPTAC.org.
11. Subgrantee is responsible for all work performed on the client home, whether done by contractor or in-house crews.

**Section V, MANNER OF FINANCING**

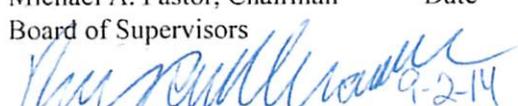
Pursuant to Terms and Conditions, "Manner of Financing," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to \$26,468, as a reimbursement ceiling for FY15, inclusive of administrative and program funds.

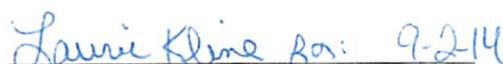
Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

**In Witness Whereof**, the parties hereto agree to execute this Amendment.

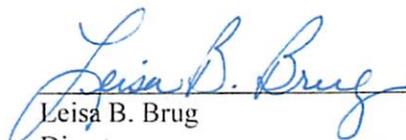
**GILA COUNTY GOVERNMENT**

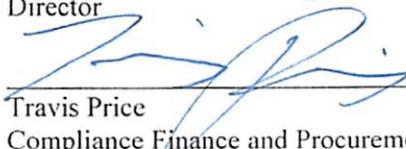
  
 Michael A. Pastor, Chairman      9-2-14  
 Board of Supervisors      Date

  
 Bryan B. Chambers      9-2-14  
 Deputy Attorney Principal      Date

  
 Marian E. Sheppard      9-2-14  
 Clerk of the Board      Date

**GOVERNOR'S OFFICE OF ENERGY POLICY**

  
 Leisa B. Brug      7/25/14  
 Director      Date

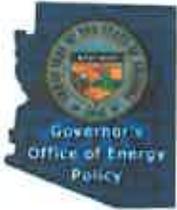
  
 Travis Price      7/28/14  
 Compliance Finance and Procurement Manager      Date  
 Office of the Governor

## Bejarano, Cecilia

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**From:** Michael Frary [MFrary@az.gov]  
**Sent:** Wednesday, July 30, 2014 8:48 AM  
**To:** Bejarano, Cecilia  
**Subject:** RE: DOE Weatherization contracts

After looking into the 02Y3 and 02Y2, they are for internal purpose only and have no bearing on the contact you received, the contract number stays the same, and those numbers are just admin codes for us.



**Michael Frary | Manager, Building Science and Efficiency**  
**Arizona Governor's Office of Energy Policy**  
T 602 771 1148 | F 602 771 1203 | E [mfrary@az.gov](mailto:mfrary@az.gov)  
1700 West Washington Street | Suite 250 | Phoenix, AZ 85007  
[www.azenergy.gov](http://www.azenergy.gov)



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**From:** Bejarano, Cecilia [<mailto:cbejarano@gilacountyaz.gov>]  
**Sent:** Tuesday, July 29, 2014 1:21 PM  
**To:** Michael Frary  
**Subject:** RE: DOE Weatherization contracts

Hello,

I am preparing to enter Amendment No. 1 to go before the BOS for approval but I have a question on the Contract No. The number on this amendment says EW-ESA-14-4181-02Y2 but the number on the item that was approved in November by the Board is EW-ESA-14-4181-02Y3. I have attached the first page of this item. Do these 2 items pertain to the same contract or are they different? I'm not sure if 02Y2 should be 02Y3.

Thanks much for your help.....

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**From:** Buzan, Malissa  
**Sent:** Tuesday, July 29, 2014 1:13 PM  
**To:** Bejarano, Cecilia  
**Subject:** FW: DOE Weatherization contracts

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**From:** Michael Frary [<mailto:MFrary@az.gov>]  
**Sent:** Monday, July 28, 2014 4:21 PM  
**To:** [mlrosales@cahrapinal.org](mailto:mlrosales@cahrapinal.org); Gloria Dunagan; Lucy Rangel; Buzan, Malissa; Eylicio, Gabriel; Amy Jacobson; Yvonne Seel - HSDX; Daniel Boyle; Bob Baca; Quinton Harmon; Daniel Tylutki; Jesus Duran; [John.Matheny@pima.gov](mailto:John.Matheny@pima.gov); Yvette Ramirez; Gustavo Campillo; J.R. Ramirez; Terisha Ellis; Hector Silvain; Gina Whittington; Jack Valentine; [Rayers-benavidez@turanewleaf.org](mailto:Rayers-benavidez@turanewleaf.org); [vivian.ybanez@phoenix.gov](mailto:vivian.ybanez@phoenix.gov); [erynn.crowley@phoenix.gov](mailto:erynn.crowley@phoenix.gov); [truly.sielaff@phoenix.gov](mailto:truly.sielaff@phoenix.gov)  
**Cc:** Linda Brumm; Les Woody; Evelyn Billings  
**Subject:** DOE Weatherization contracts

To all,

Please keep an eye on the mail, DOE contracts were dropped in the Fed EX box today for delivery, you should be receiving them in the next few days. There are three copies of the signed amendment, please have all three signed,

returning two of them to the address on the cover letter along with the other required information and keeping the third signed copy for your agency. If you have any questions fell free to contact me

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**Michael Frary | Manager, Building Science and Efficiency**  
**Arizona Governor's Office of Energy Policy**

**T** 602 771 1148 | **F** 602 771 1203 | **E** [mfrary@az.gov](mailto:mfrary@az.gov)

1700 West Washington Street | Suite 250 | Phoenix, AZ 85007

[www.azenergy.gov](http://www.azenergy.gov)



# WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT

EW-ESA-14-4181-02Y3

Between the

STATE OF ARIZONA,  
GOVERNOR'S OFFICE OF ENERGY POLICY

And the

GILA COUNTY GOVERNMENT

This Weatherization Low-Income Assistance Agreement ("Agreement" or "Contract") is entered into by and between the State of Arizona, Governor's Office of Energy Policy ("Grantor"), located at 1700 West Washington, Suite 250, Phoenix, Arizona 85007 and Gila County, Office of Community Services ("Grantee"), located at 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501.

**WHEREAS**, Arizona Revised Statutes ("A.R.S.") § 41-101.01 and Executive Order 2011-02 authorizes the Grantor to execute and administer contracts.

**WHEREAS**, A.R.S. § 41-2702 authorizes a state governmental unit to award a grant to a corporation and A.R.S. § 41-2703 authorizes the Department of Administration to waive the solicitation and award procedures under certain circumstances.

**WHEREAS**, the Department of Administration has approved the request for waiver of solicitation and award procedures for the Grantee in a letter dated June 14, 2013.

**WHEREAS**, A.R.S. §§ 11-201 and 11-251 authorize the Gila County Government to execute and administer contracts.

**WHEREAS**, the Grantor desires to engage the Grantee to render certain services, hereinafter described, in connection with a Weatherization services work program funded by the U.S. Department of Energy ("DOE") Low-income Weatherization Assistance Program authorized under Title IV of the Energy Conservation and Production Act, as amended, which directs the DOE to administer the Weatherization Assistance Program (42 U.S.C. 6861-6873), including applicable regulations under 10 C.F.R. 600 and 10 C.F.R. 440 and other policies and procedures as DOE may prescribe for the administration of financial assistance.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties enter into this agreement as follows:

## **I. PURPOSE OF AGREEMENT**

The Grantor hereby grants funding to the Grantee solely for the project and in the following amount set forth herein. The Grantee shall implement weatherization services under the terms of this Agreement. The purpose of the Weatherization Assistance Program ("Program") is to install energy efficiency measures in the homes of income eligible persons, especially homes occupied by the elderly, persons with disabilities, and children. Funds are targeted to the most cost-effective efficiency measures, determined from an on-site energy audit of the building.

The Grantee agrees to comply with all applicable federal and state statutes, regulations, policies, guidelines, and requirements, including administrative requirements with the use of this funding. The Grantor will provide the

financial, programmatic and administrative guidelines and statutory program purposes for the grant program funding. The Grantee agrees to comply with all lawful requirements imposed by the Grantor in the administration of these grant funds.

**II. TERM OF AGREEMENT/ EFFECTIVE DATE**

The term of the Agreement shall commence upon signature by both parties and shall remain in effect until June 30, 2014, contingent upon final Federal funding, unless terminated, canceled or extended as otherwise provided herein.

**III. DESCRIPTION OF SERVICES**

**The Grantee shall:**

- A. Implement weatherization services under the terms of this Agreement in coordination with other federal, state and local weatherization related services or energy efficiency programs in order to preclude duplication of services generally and to optimize residential energy efficiency efforts within the Grantee's service delivery area.
- B. Complete activities in accordance with Exhibit A, Budget, incorporated into this Agreement by reference.
- C. Perform the services under this Agreement, in accordance with Exhibit B, Weatherization Program Requirements, incorporated into this Agreement by reference. Program requirements may change, at which time the Grantee will be notified by the Grantor. Upon notice from the Grantor, the Grantee shall perform the services in accordance with the updated requirements provided with the written notification.
- D. Adhere to the following **Program Specific Requirements:**

**Regulation Requirements:**

- 1. As applicable, the Grantee must follow conditions set forth by DOE, 10 C.F.R. Pt. 440, and the Grantor, in conjunction with the Arizona Department of Economic Security ("DES").
- 2. Ensure that the adjusted average cost per dwelling unit for labor, materials and program support expenditures shall not exceed \$6,904 using DOE Program funds. As part of this per dwelling unit adjusted average, renewable energy measures cannot exceed \$3,445. The adjusted average for renewable energy measures is not a separate average, but a part of the overall adjusted average expenditure limit of \$6,904.
- 3. Agree that all measures must be determined to be eligible as cost-effective as set forth by the Program.
- 4. Agree that total expenditures on Health and Safety and Durability measures are subject to budget limitations. Prior written approval by the Grantor is required for any Health and Safety and Durability measures that cost \$2,000 or more per house unit. The Health and Safety and Durability measures must be limited to risk mitigation improvements that are "energy related." Priority shall be given to expending Program Operations so that the Health and Safety budget portion is not expended before the Program Operations.

**Program Financial Eligibility and Certification Requirements**

**1. Eligible Population and Certification of Eligibility**

The Grantee is responsible to follow the current Arizona Department of Economic Security ("DES") Low-Income Home Energy Assistance Program ("LIHEAP") Policy Manual requirements for income eligibility at or below 200% of Federal Poverty Guidelines as it pertains to the Weatherization Program. Copies of the Policy Manual will be provided by DES.

## 2. Income Eligibility

Applicants are eligible whose income is at or below 200% of the Federal Poverty Guidelines income determined in accordance with criteria established by the Office of the Secretary, U.S. Department of Health and Human Services.

## 3. Priority

Priority shall be given to identifying and providing weatherization assistance to the following households:

- Elderly persons
- Persons with disabilities
- Families with children
- High residential energy users and households with a high energy burden

### Prohibition Against Weatherization Services

#### 1. Dwelling Units

- i. Dwelling units which are vacant or which are designated for acquisition or clearance by a federal, state, or local program within twelve (12) months from the date of scheduled weatherization shall not be provided Weatherization services under this Agreement.
- ii. Dwelling units which are known to be for sale as evidenced by "For Sale" signs on the property, realtor listing and offering or classified advertisement, shall not be provided Weatherization services under this Agreement.

### Prior Written Approval Requirements

Prior written approval from the Grantor is required on the following:

1. All purchases of Program vehicles or equipment over \$4,999.
2. All purchases of a lease or a lease-purchase of vehicles or equipment.
3. The Grantor and/or DOE sponsored Weatherization training, Program sessions, or workshops charged to Weatherization that exceed \$500 in costs. The Grantee must submit the Training and Technical Assistance form provided by the Grantor to obtain prior permission.
4. Weatherization training, Program sessions, or workshops not sponsored by the Grantor or DOE and charged to Weatherization. The Grantee must submit the Training and Technical Assistance form provided by the Grantee to obtain prior permission.
5. Adjustments to line items in the Agreement budget.
6. Purchase of extended warranties for installed items on client homes.
7. Weatherization of all rental properties of five (5) or more units per building.
8. Replacement or repair of items in a rental unit that are the responsibility of the landlord under A.R.S. § 33-1324.
9. Specific references to written approval requirements listed in the latest edition of the Weatherization Program Requirements, attached as Exhibit B.
10. Services for new additions or residences in varying stages of new construction or remodeling, or for garage/carport conversions in progress. Low-Income Weatherization services are for existing residential buildings only.
11. Homes that have been weatherized after September 30, 1994 and reported to the Grantor for contract credit.
12. All Health and Safety and Durability measures costing \$2,000 or more per house unit.
13. Failure to comply with these requirements will result in disallowed program costs that will not be paid through the grant program.

### Eligibility for State or Local Public Benefits; Documentation and Violations

Grantees providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled,

periodic process and documentation audits to endure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 in the delivery of services under this Agreement.

#### Historic Preservation

Prior to the expenditure of Federal funds to alter any structure or site, the Grantee is required to comply with the requirements of Section 106 of the National Historic Preservation Act (“NHPA”), consistent with DOE’s 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Grantor and the State Historic Preservation Officer have developed a Statewide Programmatic Agreement. As long as the Grantee adheres to a scope of work in conformance with this executed agreement, the Grantee need not perform any further Section 106 review. The Statewide Programmatic Agreement is available at <http://www.azenergy.gov/HistoricPreservation.aspx>. Additional information is also available at the U.S. Department of Energy website at [http://www1.eere.energy.gov/wip/historic\\_preservation.html](http://www1.eere.energy.gov/wip/historic_preservation.html).

#### Inventory

The Grantee shall maintain a current list of all non-expendable inventory equipment, with an individual cost of \$500 and over, which has a useful life of more than a year and is available for use in Weatherization. This list shall include:

1. A description of the inventory item
2. Manufacturer’s serial number, model number, national stock number, or other identification number and the agency’s unique tag number, if applicable.
3. Acquisition date
4. Locations, use, and condition of inventory
5. Unit acquisition cost and funding source
6. Disposition data – date and method of disposal

The Grantee shall update the Program Equipment Inventory list at the end of the Program year. The inventory list shall include any inventory acquisition, disposition, and the condition changes during the Program. Upon request by the Grantor, a copy of the Grantee’s Program Equipment Inventory list shall be provided.

#### Property

All inventories acquired by funds provided through this Agreement become program property. Title to inventory acquired and defined under the Agreement may vest upon expiration of the agreement, provided all terms and conditions of the Agreement have been met. This is pursuant to Office of Management and Budget (“OMB”) Circular A-102 and 10 C.F.R. Pt. 600.232(A).

The Grantee shall indicate Weatherization Program ownership, maintain reasonable control, and be responsible for the proper care and maintenance of all inventories acquired through this Agreement with the Grantor. Equipment and vehicles no longer required for Program operation shall be reported to the Grantor prior to disposition. When the Agreement is terminated, the disposition of all inventory acquired with funds from this Agreement shall be determined as follows:

The Grantor may allow continued use of Program inventory provided that a new agreement is executed and the inventory continues to be used as originally intended.

The Grantor may sell inventory to the Grantee, at fair market value, if the Grantee wishes to utilize the inventory for purposes other than for which it was acquired. Fair market value will be determined by the Grantor.

The Grantor may take possession of the inventory.

### Client File Requirements

#### 1. Separate File

A separate file shall be maintained for each household receiving Weatherization assistance under the terms of this Agreement. The client file shall be retained by the Grantee for a minimum of five years after the termination of the Agreement and be available for inspection by representatives of the Grantor with reasonable advance notification.

#### 2. Program Application Form

A copy of the signed application form must be retained in the client file. Applicants qualifying for Weatherization will be notified of Program eligibility.

#### 3. Fuel Information Release Form

A Fuel Information Release Form signed by the applicant to allow the Grantee or the Grantor to obtain a utility history for all metered fuels purchased by the applicant household. Refusal to sign a Fuel Information Release Form does not affect weatherization services available to applicants. If a fuel information release is not signed by the applicant, do not list the utility account number on the Weatherization Program Database Website. Applicants who are on a "master metered" system are not required to sign the fuel information release form.

#### 4. Rental Properties

i. Rental properties may be weatherized under the terms of this Agreement. Prior written approval is required by the Grantor for all rental properties of five (5) or more units per building. Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained along with such other agreements between the Grantee and the rental owner/agent, as part of the job record and client job file.

ii. The landlord is required to maintain fit premises pursuant to A.R.S. § 33-1324(A)(4). The Grantee must obtain written permission from the Grantor prior to repairing or replacing any items in the rental property the landlord is required to maintain.

## **IV. REPORTING REQUIREMENTS**

### **FINANCIAL:**

A. The Grantee shall be paid on a cost reimbursement basis. The reimbursement amount is to be determined on the cash basis of accounting. The reimbursement request must be submitted monthly for those items submitted and approved in the budget inclusively.

B. The Grantee shall submit to the Grantor no later than the twelfth (12th) working day of the following month (excluding state observed holidays) a monthly Payment Request Form, a Financial Report Form showing monthly and cumulative expenditures by line item according to Exhibit A, and a list of database client job numbers of completed and submitted jobs entered on the Weatherization Program Database website for the report month. All documents must indicate the contract name and number.

C. Reimbursement requests shall be submitted to the Grantor on a Payment Request Form and include the reporting month, dollar amount requested, original signature and date. The COMPLETED/SUBMITTED JOBS check-box section of the form must be marked with the appropriate choice and if applicable, attach documentation:

- Completed/Submitted Jobs listing attached (Attach list)
- Completed/Submitted Jobs listing sent via email to [ebillings@az.gov](mailto:ebillings@az.gov) (Send list by email to Evelyn Billings)
- No completed Submitted jobs this month (No list is required)

D. The reimbursement requests will be processed for payment upon determination that all reporting elements have met Weatherization contractual requirements. If reimbursement requests do not meet Weatherization

contractual requirements, the Grantor will provide a report listing areas out of compliance and remedies needed to bring the request into compliance.

- E. Expenses charged to the Training and Technical Assistance (“T&TA”) line item budget requires a T&TA form, which is provided by the Grantor, to be completed and filed with the Financial Report Form in order for reimbursement to be paid. Weatherization training, Program sessions, or workshops that will exceed \$500 or more in cost must have prior written approval from the Grantor. Any training Program sessions or workshops not sponsored by the Grantor or DOE and charged to Weatherization must have prior written approval from the Grantor.
- F. The Grantee shall use the forms provided by the Grantor to submit financial expenditure reports. The forms will be sent to the Grantee upon receipt of the signed Agreement.

**PROGRAMMATIC:**

**A. Weatherization Program Database Website**

- For each dwelling unit completed, the Grantee shall input in the database the client information, house occupant information, and data on house characteristics, combustion safety, diagnostics and work performed to the fullest extent possible.
- No later than the twelfth (12<sup>th</sup>) working day of the following month (excluding state observed holidays), each completed dwelling unit submitted for payment in the report month must have the job submitted as final on the website.

**B. List of Client Jobs**

- A hard-copy client list, referencing the website client job numbers of completed jobs being requested for payment, must be submitted either by email to [ebillings@az.gov](mailto:ebillings@az.gov) or attached as a separate document to the Payment Request Form.

**C. Financial Report Form**

- The Financial Report Form shall show per line item current expenditures of the reporting period, and the cumulative expenditures to date.

**D. Monthly Detailed Expense Reports**

- Detailed financial expense documentation reports generated by the Grantee’s accounting system that reflect the Grantee’s Weatherization budget expenses must be submitted monthly with the Payment Request Form for the purpose of fiscal desk-audit monitoring.

**E. Report Submittal Requirements**

- The Payment Request Form and Financial Report Form shall be mailed to the Grantor no later than the twelfth (12<sup>th</sup>) working day of the month on or before 5:00 p.m., taking into consideration any State holiday.
- Payment Request Forms must be submitted even if there was no production or fiscal activity during the report month.
- Fiscal Year final reports shall be submitted no later than the 25<sup>th</sup> day of the month following year end. If the 25<sup>th</sup> day falls on a weekend, the final report is due on the preceding Friday.

**F. Submittal Address**

- All payment Request Forms and Report Forms must be directed to:

**Governor's Office of Energy Policy  
1700 W. Washington, Suite 250  
Phoenix, Arizona 85007**

**G. Service Territory**

- Gila County, excluding tribal organizations.

**H. Unduplicated Unit Goal**

- Unduplicated unit goal determination is calculated by dividing the DOE adjusted average cost per dwelling unit amount, as stated in Section III(D)(2) into the Program Operations line-item budget category amount.
- Notwithstanding any other payment provision of this Agreement, failure of the Grantee to submit required reports when due, or failure to perform or deliver required work, supplies or services, will result in the withholding of payment under this Agreement unless such failure arises due to causes beyond the control and without the fault of negligence of the Grantee.

**V. MANNER OF FINANCING**

**Grantor shall:**

- A. Provide up to, and not exceed, \$14,863 to the Grantee, as authorized by the Program, administered by the Grantor, for costs associated with the activities listed in Section III and Exhibit A, incorporated by reference.
- B. Allow Program expenses for this Agreement beginning the effective date of this Agreement
- C. Pay the Grantee on a reimbursement basis only, conditioned upon receipt of applicable, accurate and complete reimbursement documents to be submitted by the Grantee. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the Grantee under this Agreement.
- D. Funding shall not be paid for any household that is not 100 percent complete and all work orders are closed out and the job has been submitted to the Grantor.
- E. Require that any requested reimbursement must be submitted in an all-inclusive basis. The Grantor will not reimburse any item other than the all-inclusive funding contained on the budget form attached.
- F. Reimburse travel expenses in accordance with the Grantee's travel policies, but shall not exceed the Domestic Per Diem rates allowed under the Federal Travel Management Policy and the prevailing Federal standard mileage rates.
- G. Expend payments to the Grantee from the Low-income Weatherization Assistance Program, authorized under Title IV of the Energy Conservation and Production Act, as amended, C.F.D.A. No. 81.042.
- H. Shall provide master templates for the Payment Request Form and the Financial Report Form for use by the Grantee when requesting DOE funds during the term of the Agreement.

**VI. AGREEMENT RENEWAL**

The Agreement shall not bind nor purport to bind the Grantor for any contractual commitment in excess of the original Agreement period or amount. The Grantor shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the parties must execute a written amendment or a new agreement. Consideration for renewal will also be based on results of Program and fiscal monitoring.

## **VII. NOTIFICATION REGARDING CHANGES**

The Grantee shall notify the Grantor in writing, thirty (30) calendar days in advance, of any changes in the Program that will directly affect service delivery under the terms of the Agreement. No changes shall be implemented without the prior written approval of a formal Agreement amendment issued by the Grantor.

## **VIII. FUND MANAGEMENT**

The Grantee must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- A. Financial Management
- B. Procurement
- C. Personnel
- D. Property
- E. Travel

A system is adequate if it is: (1) **written**; (2) **consistently followed** - it applies in all similar circumstances; and (3) **consistently applied** - it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

## **IX. DUNS/CCR**

Each successful recipient who is awarded \$25,000 or more must provide the following prior to an agreement being executed: (a) Dun and Bradstreet Universal Numbering System ("DUNS") number for the fiscal agent; and (b) proof of current registration in the Central Contractor Registration ("CCR") database. Additionally, CCR registration must be maintained for the term of the Agreement. The DUNS website is located at <http://fedgov.dnb.com/webform>. The CCR registration information may be found at <https://www.sam.gov/portal/public/SAM/>.

## **X. FFATA REPORTING REQUIREMENTS**

In compliance with the Federal Funding Accountability and Transparency Act ("FFATA") of 2006 Reporting Requirements, Pub. L. No. 109-282, 120 Stat. 1186, as amended by Section 6202(a) of Pub. L. No. 110-252, the Grantee is required to provide information. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov).

## **XI. SINGLE AUDIT**

The Grantee agrees to comply with the organizational audit requirements of OMB Circular No. A-133, Audit of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular No. A-133 audits are not satisfactory and promptly addressed.

Single Audit: Grant sub-recipients expending \$500,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with OMB Circular No. A-133, "Audits of States, Local Governments and Non-profit Organizations."

- If your organization is subject to the requirements of the A-133 Single Audit Act, then submit one copy of your organization's most recently completed A-133 Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.
- If your organization is not subject to A-133, submit one copy of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs.

- If your organization does not have a recently completed audit, submit one copy of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

The audit submission requirement applies to each grant award year. A copy of the Grantee’s A-133 or annual audit with any findings shall be provided to the Governor’s Accounting Office within thirty (30) days following the annual audit, but no later than nine (9) months following the end of the Grantee’s fiscal year. If your organization does not have a current audit completed, the written correspondence requesting an extension must be attached. The correspondence must indicate the timeframe for completion and/or the requested extension date. Information on Federal Single Audits, OMB Circular No. A-133 may be found on OMB’s website at [www.omb.gov/grants](http://www.omb.gov/grants).

**XII. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**

Grantees must comply with the applicable Uniform Administrative Requirements and Cost Principles as indicated in the table below. This information may be reviewed in greater detail at the following links:

OMB Circulars: <http://www.whitehouse.gov/omb/circulars/index.html>

OJP Financial Guide: <http://www.ojp.usdoj.gov/financialguide/>

<b>Administrative Requirements</b>	
OMB Circular A-102	“Grants and Cooperative Agreements with State and Local Governments.”
2 CFR Part 215	“Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations” (28 CFR Part 70)
<b>Cost Principles</b>	
2 CFR Part 220	“Cost Principles for Educational Institutions (28 CFR Part 66)
2 CFR Part 225	“Cost Principles for State, Local, and Indian Tribal Governments” (28 CFR Part 66)
2 CFR Part 230	“Cost Principles for Non-Profit Organizations”
<b>Audit Requirements</b>	
OMB Circular A-133	“Audits of States, Local Governments, and Non-Profit Organizations” (28 CFR Parts 66 and 70)

**XIII. STATEMENT OF FEDERAL STEWARDSHIP**

The DOE will exercise normal federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

**XIV. SITE VISITS**

The DOE’s authorized representatives and the Grantor have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Grantee must provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

**XV. PUBLICATIONS**

Grantees are encouraged to publish or otherwise make publicly available the results of the work conducted under the award. An acknowledgment of the DOE’s support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy and the Governor's Office of Energy Policy under Award Number DE-EE0006139."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

**XVI. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS**

The Grantee must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

**XVII. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION**

Nonprofit organizations are subject to the intellectual property requirements at 10 C.F.R. § 600.136(a), (c), and (d). All other organizations are subject to the intellectual property requirements at 10 C.F.R. § 600.136(a) and (c).

600.136 Intangible property.

(a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The DOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The DOE has the right to:

(1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(d)(1) In addition, in response to a Freedom of Information Act ("FOIA") request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the DOE shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable sub-recipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. § 552(a)(4)(A)).

**XVIII. LOBBYING RESTRICTIONS**

By accepting funds under this award, the Grantee agrees that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**XIX. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

**XX. DECONTAMINATION AND/OR DECOMMISSIONING COSTS**

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the recipient for (i) Decontamination and/or Decommissioning ("D&D") of any of the recipient's facilities, or (ii) any costs which may be incurred by the recipient in connection with the D&D of any of its

facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

**XXI. MINIMUM PRIVACY PROTECTIONS REGARDING APPLICANT INFORMATION**

1. The Grantee and its subcontractors shall be required to treat all requests for information concerning applicants and recipients of Program funds in a manner consistent with the federal government's treatment of information requested under the FOIA, 5 U.S.C. § 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. § 552(b)(6). Under 5 U.S.C. § 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.
2. A balancing test must be used in applying Exemption (b)(6) in order to determine:
  - A. Whether a significant privacy interest would be invaded;
  - B. Whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and
  - C. Whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.
3. A request for personal information including but not limited to the names, addresses, or income information of Program applicants or recipients would require the Grantor to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.
4. Given a legitimate, articulated public interest in the disclosure, the Grantor and other service providers with the Grantor's approval may release information regarding recipients in the aggregate that does not identify specific individuals. However, the Grantor or service provider with the Grantor's approval must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

**XXII. WASTE STREAM**

The Grantee assures that it will create or obtain a waste management plan addressing waste generated by a proposed project prior to the project generating waste. This waste management plan will describe the recipient's or sub-recipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed project. The Grantee shall ensure that the project is in compliance with all federal, state and local regulations for waste disposal. The Grantee shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit).

**XXIII. HEALTH & SAFETY**

The nature of the work to be performed under this Agreement is inherently hazardous. In performance of work under this Agreement, the Grantee shall satisfy all federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety.

**XXIV. OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA") GUIDELINES**

The Grantee or any subcontractor conducting activities to fulfill the requirements of the Weatherization Low-Income Assistance project must be in compliance with the requirements and shall operate with the guidelines set forth by OSHA (Pub. L. No. 91-596, which is codified at 29 U.S.C. §§ 651-678).

**XXV. PUBLIC AGENCY LANGUAGE ONLY-INDEMNIFICATION**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the

Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

**XXVI. INSURANCE REQUIREMENTS**

In the event the Grantee or sub-contractor(s) is/are a public entity, then such public entity shall provide a Certificate of Self-Insurance.

**XXVII. ARIZONA LAW**

The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code ("UCC") as adopted by the State of Arizona and the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

**XXVIII. 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.

**XXIX. 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.

**XXX. RECORDS**

Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain and shall contractually require each sub-grantee to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) 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 Grantee shall produce a legible copy of any or all such records.

**XXXI. NON-DISCRIMINATION**

The Grantee 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.

**XXXII. AUDIT**

Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Grantee's or any sub-grantee'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 sub-grant.

**XXXIII. ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT**

The Grantee shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Grantor.

**XXXIV. FEDERAL IMMIGRATION AND NATIONALITY ACT**

The Grantee 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 Grantee shall flow down this requirement to all sub-grantees utilized during the term of the Contract. The State shall retain the right to perform random audits of the Grantee and sub-grantees records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Grantee and/or any sub-grantees 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 Grantee.

**XXXV. E-VERIFY**

In accordance with A.R.S. § 41-4401, the Grantee warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

**XXXVI. OFF-SHORE 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 sub-grantees at all tiers. The Grantee shall declare all anticipated offshore services to the Grantor.

**XXXVII. AVAILABILITY OF FUNDS**

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.

**XXXVIII. AMENDMENTS**

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 in writing by the Grantor or made unilaterally by the Grantee are violations of the Contract and of applicable law. Such changes, including unauthorized written contract amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Contract based on those changes.

**XXXIX. SUB-GRANTEES**

The Grantee shall not enter into any sub-grant under this Contract for the performance of this Contract without the advance written approval of the Grantor. The Grantee shall clearly list any proposed sub-grantees and the sub-grantee’s proposed responsibilities. The sub-grant shall incorporate by reference the terms and conditions of this Contract.

**XL. ASSIGNMENT AND DELEGATION**

The Grantee may not assign any right or delegate any duty under this Contract without the prior written approval of the Grantor.

**XLI. COMPLIANCE WITH APPLICABLE LAWS**

The Grantee shall comply with all applicable federal, state and local laws, and shall maintain all applicable licenses and permit requirements.

**XLII. RIGHT TO ASSURANCE**

If the State in good faith has reason to believe that the Grantee does not intend to, or is unable to perform or continue performing under this Contract, the Grantor may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee 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.

**XLIII. STOP WORK ORDER**

The Grantor may, at any time, by written order to the Grantee, require the Grantee to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the Grantor after the order is delivered to the Grantee. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Grantee shall immediately comply with its terms and take reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of the work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Grantee shall resume work. The Grantor shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

**XLIV. NON-EXCLUSIVE REMEDIES**

The rights and remedies of the State under this Contract are not exclusive.

**XLV. 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 Grantor may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the UCC, or pursue any other right or remedy available to it.

**XLVI. RIGHT OF OFFSET**

The Grantor shall be entitled to offset against any sums due the Grantee, any expenses or costs incurred by the Grantor, or damages assessed by the Grantor concerning the Grantee's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

**XLVII. CANCELLATION FOR CONFLICT OF INTEREST**

In accordance with 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 Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. §38-511.

**XLVIII. SUSPENSION OR DEBARMENT STATUS**

The State may, by written notice to the Grantee, immediately terminate this Contract if the State determines that the Grantee 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 Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the State.

**XLIX. 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 Grantee shall stop all work, as directed in the notice, notify all sub-grantees 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 Grantee under the Contract shall become the property of and be delivered to the State upon demand. The Grantee 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.

**L. TERMINATION FOR DEFAULT**

In addition to the rights reserved in the Contract, the Grantor may terminate the Contract in whole or in part due to the failure of the Grantee 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 Grantor shall provide written notice of the termination and the reasons for it to the Grantee.

Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Grantee under the Contract shall become the property of and be delivered to the Grantor on demand.

The Grantor 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 Grantee shall be liable to the Grantor for any excess costs incurred by the Grantor in procuring materials or services in substitution for those due from the Grantee.

**II. ARBITRATION AND ATTORNEYS' FEES**

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). Venue shall be in Maricopa County, Arizona. Each party shall bear their own fees and costs in any litigation or arbitration.

**III. NOTICES**

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

Correspondence to Grantee:  
Gila County Government  
Office of Community Services  
5515 S. Apache Avenue, Suite 200  
Globe, Arizona 85501

Correspondence to Grantor:  
The Governor's Office of Energy Policy  
1700 W. Washington, Suite 250  
Phoenix, Arizona 85007

Contractual/Financial Contact  
Malissa Buzan  
Director of Community Services  
PHONE 928-402-8693  
FAX 928-425-9468  
EMAIL mbuzan@co.gila.az.us

Contractual/Financial Contact  
Evelyn Billings  
Grants Administrator  
PHONE 602-771-1141  
FAX 602-771-1203  
EMAIL ebillings@az.gov

Program/Technical Contact  
Malissa Buzan  
Director of Community Services  
PHONE 928-402-8693  
FAX 928-425-9468  
EMAIL mbuzan@co.gila.az.us

Program/Technical Contact  
GOEP Assigned Auditor



<b>Exhibit A - Budget</b>	
<b>GILA COUNTY</b>	
<b>DOE Weatherization Program Budget</b>	
<b>OEP Contract Number EW-ESA-14-4181-02Y3</b>	<b>DOE BUDGET</b>
<b>Contract Term to 6-30-2014</b>	
<b>1. Administration Costs</b>	<b>\$1,569.00</b>
<b>2. Training and Technical Assistance (T&amp;TA)</b>	<b>\$1,607.00</b>
<b>3. Program Operations</b>	<b>\$9,350.00</b>
<b>4. Financial Audit</b>	<b>\$0.00</b>
<b>5. Health and Safety</b>	<b>\$2,337.00</b>
<b>6. Liability Insurance</b>	<b>\$0.00</b>
<b>Budget Total</b>	<b>\$14,863.00</b>

**EXHIBIT B**

**WEATHERIZATION  
PROGRAM REQUIREMENTS**

**JULY 1, 2013  
EDITION**

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## **PROPER ORDER FOR INSTALLING MEASURES**

1. Health and Safety
2. Low Cost, No Cost
3. Cost Effective

## **INSTALLATION MEASURES**

All materials/measures installed shall be justified utilizing the Energy Audit Procedures established by the Governor's Office of Energy Policy (OEP).

## **ENERGY AUDIT PROCEDURE**

The Weatherization Assistance Program (WAP) Energy Audit Procedure is to be used by all sub-grantees to gather records and analyze data on structures. This data is to be used to deliver weatherization materials/measures in a fashion that protects the health and safety of the client, increases the durability of the structure, increases the comfort of the client and reduces the energy cost to the client in a cost effective manner.

The following audit activities must be completed on all homes utilizing WAP funds.

- A site audit is to be completed that records all of the relevant data on the structure that is needed to perform cost effectiveness tests.
- The Cost Effectiveness Procedure must be followed to determine cost effectiveness of potential weatherization materials/measures.
- The Pressure Diagnostic Procedure must be completed and the findings documented following the Reporting procedures.
- A health and safety audit of the structure must be completed and the findings documented following the Reporting procedures.
- A final inspection of the structure must be completed and findings documented following the Final Inspection Procedures.

## **COST EFFECTIVENESS PROCEDURE**

WAP has incorporated a performance-based energy audit procedure that focuses on optimizing investment in energy efficiency through a systems approach. To enable the WAP program to optimize the investment in energy efficiency, the following requirements have been established for the audit procedure:

- The energy audit procedure must determine that each weatherization material/measure is cost effective by ensuring the savings-to-investment ratio (SIR) is greater or equal to one.
- The energy audit procedure must assign priorities among weatherization materials/measures in descending order of SIR and must account for interactions between architectural and mechanical measures.
- Subgrantees have the option to utilize the DOE approved priority list for their climate zone and building type or utilize a site specific REM Design to create a new list of measures that will replace the DOE approved priority list. If a REM design is conducted, it is expected that all measures listed on the DOE approved priority list will be met in addition to any other measures for which the REM Design is being conducted.

- The energy audit procedure must ensure that the overall SIR for the entire package of materials/measures, including the cost of incidental repairs, is greater or equal to one. Incidental repairs are only allowed if they are necessary to make the installation of weatherization materials effective.

Funds spent to abate energy related health and safety hazards do not need to be included in the preceding requirements. Funds can be spent to eliminate health and safety hazards when the elimination of the hazard is necessary before or because of the installation of weatherization materials.

Written authorization must be received from the OEP before the installation of measures/materials that do not meet the Cost Effectiveness or Health and Safety Requirements established by the WAP program.

To determine the cost effectiveness of weatherization materials/measures, the contractor must use a computer audit approved by the OEP or an appropriate priority list for homes that meet the criteria contained in the list.

## **PRESSURE DIAGNOSTIC PROCEDURE**

The pressure diagnostic procedures are to be followed when performing air leakage diagnostics and repair. These procedures provide crews with immediate feedback on the effectiveness of air sealing work, insure that repairs will provide long-term energy benefit in a safe manner, and provide essential management information needed to monitor the cost effectiveness of the air sealing programs.

### **Pressure Diagnostic Decision Tree**

The pressure diagnostic decision tree provides assistance to agency personnel in identifying the minimum level of pressure testing that needs to be performed to meet the Weatherization Program requirements. The decision tree is comprised of two levels of housing characteristics and corresponding test requirements. In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

#### **Level One: Homes with Central Forced Air Heating or Cooling**

The complete pressure diagnostic process must be followed in all cases on homes with a central forced air heating or cooling system. (Evaporative cooling is not considered a forced air system in this case.)

#### **Level Two: Homes with No Central Forced Air Heating or Cooling**

The use of pressure diagnostic process is optional in homes that do not have a central forced air heating or cooling system and that do not contain the characteristics listed below.

**Possible cost effective envelope sealing:** Pressure diagnostics must be completed on homes where the cost of space heating and/or cooling provides possible cost effective envelope sealing opportunities.

**Combustion appliance zone testing:** The Worst Case Pressure Test must be performed in all zones that contain a combustion appliance.

## **Testing Procedure**

When performing pressure diagnostic, crews are required to use the following procedures **IN SEQUENCE**. If a test is not performed, documentation must be provided in all cases stating the rationale for not following the testing procedure.

1. Initial air leakage and room pressure tests
2. Duct repair
3. Envelope air sealing
4. Room pressure balancing

## **1. Initial Air Leakage and Room Pressure Tests:**

- These initial tests will provide reference information on the existing condition of the home. This information will be used to determine what retrofit measures are to be completed and their effectiveness.
- Perform a complete energy audit and combustion safety test of the house. No pressure testing or air sealing can be done until the required combustion safety procedure is completed.
- Perform Room Pressure Tests (dominant duct leakage test, room pressure test, and combustion appliance zone [CAZ] test) and record pressures. List combustion appliances located in rooms tested. **If a pressure of  $-3$  Pascal's (Pa) or more exists in a CAZ, or the possibility exists that repair work will create a pressure of  $-3$  Pa or more in a CAZ, corrective action must be completed before or in conjunction with air sealing or duct repair.** Discuss possible corrective action with the client. **If client refuses to allow corrective action to be completed, no air sealing or duct repair can be completed.**
- Perform zonal pressures and record the results.
- Perform initial Whole House CFM50 Test and record the results.
- Perform Pressure Pan Test and record initial pressure difference.
- Based on the results of the energy audit, combustion safety tests, and pressure tests, determine the extent of work to be completed.

## **2. Duct Repair Procedure:**

- Duct repair can only be performed under the supervision of a trained technician.
- In all cases, air sealing can only be performed in conjunction with pressure diagnostics.
- The Health and Safety Policy must be followed at all times.
- Perform duct repair using approved products (see Product Guidelines) and repair techniques (see Duct Repair Techniques).
- After initial duct repair is performed, evaluate if additional duct repair is possible.
- Once all attainable duct leakage is repaired, perform post duct repair Whole House CFM50 Test and pressure pan readings. The difference between the initial Whole House CFM50 Test and the post duct repair Whole House CFM50 Test will provide the CFM reduction in duct leakage.

## **3. Envelope Air Sealing Procedure:**

- All duct repairs must be completed and tested out before envelope air sealing.
- Envelope air sealing can only be performed under the supervision of a trained technician.
- In all cases, air sealing can only be performed in conjunction with pressure diagnostics.
- The Health and Safety Policy must be followed at all times.
- Perform air sealing with high-quality products. Weatherization products must be permanent and guaranteed for at least 15 years.
- Repeat Whole House CFM50 Test after air sealing work is performed and evaluate if additional air sealing is possible (see Health and Safety Policy for CFM ventilation requirements).
- Once air sealing is completed, perform final Whole House CFM50 Test and record results.

## **4. Room Pressure Balancing:**

- All duct repair and air sealing must be completed before room pressure balancing.
- Room pressure balancing can only be performed under the supervision of a trained technician.
- In all cases, room pressure balancing can only be performed in conjunction with pressure diagnostics.
- The Health and Safety Policy must be followed at all times.
- Perform post air sealing room pressure tests (dominant duct leakage test, room pressure test, and worst case test) and record room pressures.

- Review options to remedy pressure imbalances with the client. If pressure balancing is not performed, record reasons in the work summary.
- Repeat room pressure tests after initial pressure balancing measures are installed and evaluate if additional pressure balancing is needed.
- Once pressure balancing is completed, repeat room pressure tests and record results.

## **COMBUSTION SAFETY AND CARBON MONOXIDE PROCEDURES**

The Combustion Safety procedure records data on combustion appliances in the house, possible health and safety issues with these appliances and the actions taken by the Weatherization program. Because combustion appliances can be the dominant factor in the health and safety of the occupants, it is imperative that the combustion safety procedures are followed in all cases.

**Note: Gas/propane stoves cannot be replaced utilizing DOE funds.**

### **Carbon Monoxide Tests**

Ambient CO levels shall be monitored upon entering the combustion appliance zone and during the test period for all appliances. If ambient levels exceed 35 ppm at any time, turn off the appliance immediately and make appropriate repair recommendations according to the charts provided.

CO shall be measured of undiluted flue gases, in the throat or flue of the appliance using a digital gauge and measured in parts per million (ppm). Do not drill holes in flues for power vented or sealed combustion units. Instead, measure CO at the exterior outlet of the flue and proceed with appropriate actions according to the CO limits identified in the Combustion Safety Action Level table. For all combustion appliances, CO shall be measured at steady-state operating conditions. Measurements shall be taken of undiluted flue gases.

With the exception of unvented gas or propane cooking appliances, CO must be tested in all combustion appliances under worst-case conditions and normal draft conditions (when the appliance fails under worst-case). In addition, it is recommended that CO be tested under a mild down-draft if conditions are safe. For gas ovens, CO shall be measured at steady-state (usually after 5-10 minutes of operation) at the highest setting. When measuring CO on gas ovens, it is recommended to turn on the exhaust hood and open a window to reduce risk of exposure to elevated ambient CO levels.

### **Spillage and Draft Tests**

Spillage and draft tests must be completed for all natural and induced draft space heating systems and water heaters. Spillage and draft must first be tested under worst-case conditions (see procedure below) and then repeated for natural conditions if the appliance fails under worst-case.

When a chimney is shared by multiple appliances, the appliance with the smallest Btu input rating shall be tested first and remaining appliances tested in order of increasing input rate.

Induced draft heating systems shall be checked for spillage at the base of the chimney liner or flue. If a chimney is shared between an induced draft heating system and a natural draft water heater, spillage shall be checked at the water heater draft diverter. Vent draft pressure shall be measured at steady-state operating conditions for all natural draft heating and hot water appliances. Draft test location should be approximately 1-2 feet downstream of the appliance draft diverter. The test hole must be sealed with an appropriate plug after the test. Acceptable draft test results are shown below:

### Acceptable Draft Test Ranges

Outside Temperature (degree F)	Minimum Draft Pressure Standard (Pa)
<10	-2.5
10-90 (T. out ÷ 40)	-2.75
>90	-0.5

Most appliances will spill upon startup with a cold chimney. Document the amount of time it takes for spillage to stop and a positive draft to be established. Any appliance that continues to spill flue gases beyond the time limits established in the statement below has failed the spillage test.

### Acceptable Appliance Spillage Periods

Vented appliances, regardless of type, that spill flue gases for more than 60 seconds after startup, fail the spillage test.

### Gas Supply Safety

The entire gas/propane line must be examined and all leaks repaired. Particular care should be made in the immediate vicinity of the appliances and at the joints, shutoff valves, and pilot lines. Identify leaks using a gas leak detector and accurately locate the source of the leak using a soap bubble solution. Flexible gas lines must be replaced if they are: kinked, corroded or show signs of visible wear, the line was manufactured before 1973 (date is stamped on the date ring attached to the line), or the line has any soldered connections.

### Combustion Air

Combustion air requirements, as prescribed in NFPA 54 or local gas codes, must be met on all homes with combustion appliances.

The Kbtu per hr input for heating and water heating equipment must be listed. If Kbtu per hr information is not available, state this fact and estimate input.

The location of all heating and water heating equipment must be listed.

The source and amount of combustion air for all heating and water heating equipment must be listed. For appliances that are using an interior space for combustion air, the cubic feet available is determined by the volume (area X height) of the space. Areas that can be isolated and the flow of air restricted from the combustion appliance are not to be included.

### Heat Exchanger Safety Checks

Tests for possible cracked heat exchanger must be performed on all systems possible.

## FINAL INSPECTION REQUIREMENTS

### A final inspection shall be performed on all jobs.

The final inspection must be completed by designated inspector who did not conduct the initial energy audit and not directly involved with the completion of the job. Special consideration will be taken for subgrantees with limited staff or long distance travel. Subgrantees who would like to request a waiver for this requirement must submit in writing a letter to the OEP Weatherization Manager stating the circumstances why this requirement cannot be met and how they plan to address conducting the final inspections. This letter must be submitted annually at contract time.

- The final inspection shall verify that the house characteristics reported are correct.

- The inspection shall verify that all cost effective opportunities were completed.
- The inspection shall include all measures listed on the Work Performed report to verify installation has been completed in a safe and effective manner.
- The inspection shall include a review of the diagnostic result, both pressure and combustion safety, to verify that all applicable tests were completed.
- The inspector shall complete diagnostics on minimum of ten percent of completed homes to compare with reported results.

### **CLIMATE ZONES**

Arizona Climate Zones used for the Cost Effective Priority Lists are the International Energy Conservation Code (IECC) 2009 and can be found at <http://energycode.pnl.gov/EnergyCodeReqs/?state=Arizona>

### **FUEL SWITCHING**

The Weatherization Assistance Program does not permit the general practice of fuel switching when replacing heating, cooling or water heating equipment. The changing or converting equipment using one fuel source to another will be considered on a limited case-by-case basis only.

Written authorization must be received from the OEP prior to changing or converting equipment using one fuel source to another.

### **DOE Approved Priority Lists**

Current Priority list was approved by DOE in September 2011

#### **A computer audit is required if:**

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list.
- The home being weatherized does not meet the assumptions square footage + or – 50 percent.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than \$100 are included with the energy upgrades.
- Fuel swapping as a cost effective measure, see below.

It is expected that if a site specific computer energy model is conducted, that the measures listed for the respected climate zone and building type are modeled with any additional measures and that the savings-to-investment report is created ranking all measures by SIR from greatest return to lowest.

**Assumptions for Block Houses:**

Pre and Post blower door = 2000 CFM @ 50 Pa

Uninsulated block walls U-value = 0.371

1000 Square Feet

15% Glazing

Single Pane, aluminum Windows U = 1.13 SHGC = 0.70

**Arizona Block Housing Priority List – Zones 2 (Yuma, Phoenix)**

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$45
Gas	\$25
Electric Heat Pump	\$25

2. Attic insulation to R-30

- a. If R-19 or less existing

3. CFLs

- a. If existing lighting is incandescent bulb in use for 2 hours per day or more
- b. Limit of 8 CFLs per client

4. Solar Screens

- a. Not to exceed \$5.00 per square foot

5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$400
Electric Heat Pump	\$340

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

7. Install heat pump water heater
  - a. If there is an existing electric water heat
  - b. Cost not to exceed \$1,900
  - c. Existing System  $EF \leq 0.90$
  - d.  $EF \geq 2.4$
  - e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
  - f. 4 or more residents

**Arizona Block Housing Priority List – Zone 3 (Safford, Sierra Vista)**

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$70
Gas	\$45
Electric Heat Pump	\$45

2. Attic insulation to R-30

- a. If R-19 or less existing

3. CFLs

- a. If existing lighting is incandescent bulb in use for 2 hours per day or more
- b. Limit of 8 CFLs per client

4. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$425
Electric Heat Pump	\$400

5. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1,900
- c. Existing System  $EF \leq 0.90$
- d.  $EF \geq 2.4$
- e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- f. 4 or more residents

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

7. Install low-e storm windows on East, West and North facing windows.
  - a. If existing windows are single pane, aluminum windows.
  - b. Emissivity  $<+0.22$
  - c. Cost of storm windows not to exceed \$15.00/ square foot

**Arizona Block Housing Priority List – Zones 4 and 5 (Prescott, Flagstaff)**

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$125
Gas	\$70
Electric Heat Pump	\$70

2. Attic insulation to R-38

- a. If R-19 or less existing

3. CFLs

- a. If existing lighting is incandescent bulb in use for 2 hours per day or more
- b. Limit of 8 CFLs per client

4. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$425
Electric Heat Pump	\$425

5. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1,900
- c. Existing System  $EF \leq 0.90$
- d.  $EF \geq 2.4$
- e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- f. 4 or more residents

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

7. Install low-e storm windows on East, West and North facing windows.

- a. If existing windows are single pane, aluminum windows.
- b. Emissivity  $< +0.22$
- c. Cost of storm windows not to exceed \$15.00/ square foot

**Assumptions for Frame Built Houses:**

- 1500 Square Feet
- No attic insulation
- No wall insulation (uninsulated 2X4 stud wall)
- Windows starting at U=0.90 SHGC = 0.65
- Windows are 15% of wall surface area
- Pre and Post blower door = 2000 CFM @ 50 Pa

**Arizona Frame Housing Priority List – Zones 2(Yuma, Phoenix)**

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$45
Gas	\$25
Electric Heat Pump	\$25

2. Attic Insulation to R-30

- a. If R-19 or less in attic

3. CFLs

- a. If existing lighting is incandescent bulb in use for 2 hours per day or more
- b. Limit of 8 CFLs per client

4. Solar Screen

- a. Not to exceed \$5.00 per square foot

5. Dense Pack Side Wall Insulation

- a. Wall insulation not to exceed \$2.50 per square foot

6. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$380
Electric Heat Pump	\$370

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install heat pump water heater
  - a. If there is an existing electric water heat
  - b. Cost not to exceed \$1,900
  - c. Existing System  $EF \leq 0.90$
  - d.  $EF \geq 2.4$
  - e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
  - f. 4 or more residents

**Arizona Frame Housing Priority List – Zones 3 (Safford, Sierra Vista)**

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$75
Gas	\$45
Electric Heat Pump	\$45

2. Attic Insulation to R-30

- a. If R-19 or less in attic

3. Dense Pack Side Wall Insulation

- a. Not to exceed \$2.50 per square foot

4. CFLs

- a. If existing lighting is incandescent bulb in use for 2 hours per day or more
- b. Limit of 8 CFLs per client

5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$425
Electric Heat Pump	\$375

6. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1,900
- c. Existing System  $EF \leq 0.90$
- d.  $EF \geq 2.4$
- e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- f. 4 or more residents

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install low-e storm windows on East, West and North facing windows.
  - a. If existing windows are single pane, aluminum windows.
  - b. Emissivity  $\leq 0.22$
  - c. Cost of storm windows not to exceed \$15.00/ square foot

**Arizona Frame Housing Priority List – Zones 4 and 5 (Prescott, Flagstaff)**

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Propane	\$120
Gas	\$70
Electric Heat Pump	\$70

2. Attic Insulation to R-38

- a. If R-19 or less in attic

3. Dense Pack Side Wall Insulation

- a. Not to exceed \$2.50 per square foot

4. CFLs

- a. If existing lighting is incandescent bulb in use for 2 hours per day or more
- b. Limit of 8 CFLs per client

5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with AC	\$425
Electric Heat Pump	\$425

6. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1,900
- c. Existing System  $EF \leq 0.90$
- d.  $EF \geq 2.4$
- e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- f. 4 or more residents

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install low-e storm windows on East, West and North facing windows.
  - a. If existing windows are single pane, aluminum windows.
  - b. Emissivity  $<+0.22$
  - c. Cost of storm windows not to exceed \$15.00/ square foot

**Mobile Home Assumptions:**

Gas Price: \$1.19/Therm (From Southwest Gas Website)

Electricity Price: \$0.11/kWh (EIA)

Propane Price: \$2.60/gal.

Existing Aluminum Window: U = 1.13 SHGC = 0.80

Replacement Window: U = 0.30 SHGC = 0.30

Existing Component Insulation:

Ceiling Insulation: 1 inch of fiberglass (assembly R = 4.6)

Alternate Ceiling Configuration: Assumes R-19 has been added to roof through rehab

Belly Insulation: Wings: 1 inch rigid board

Center Cavity: 1 inch fiberglass

Walls: 2 inches of fiberglass batt, degraded (assembly R= 7.4)

**Zone 2 MH (Phoenix, Yuma)**

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Natural Gas and Propane with CAC	\$25
Electric Heat Pump	\$25

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with CAC	\$180
Electric Heat Pump	\$250

3. Mobile Home Roof Insulation

a. If less than R-19

b. Cool roof coating or sealant shall only be done in conjunction with roof insulation

4. Mobile Home Belly Insulation

5. CFLs

a. If existing lights are incandescent and on 2 hours or more a day

b. Limit of 8 CFLs per client

6. Solar Screens

a. Cost not to exceed \$5.00/ square foot

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1,900
- c.  $EF \geq 2.4$
- d. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- e. 4 or more residents

**Zone 3 MH (Safford, Sierra Vista)**

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Gas	\$45
Electric Heat Pump	\$45

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with CAC	\$230
Electric Heat Pump	\$275

3. Mobile Home Roof Insulation

- a. If less than R-19
- b. Cool roof coating or sealant shall only be done in conjunction with roof insulation

4. Mobile Home Belly Insulation

5. CFLs

- a. If existing lights are incandescent and on 2 hours or more a day
- b. Limit of 8 CFLs per client

6. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1,900
- c. EF  $\geq$  2.4
- d. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- e. 4 or more residents

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install low-e storm windows on the East, West and North facing windows.
  - a. If existing windows are single pane, aluminum windows
  - b. Emissivity  $\leq 0.22$
  - c. Cost of storm windows not to exceed \$15.00/ square foot

**Zone 4 & 5 MH (Prescott, Flagstaff)**

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Natural Gas and Propane with CAC	\$70
Electric Heat Pump	\$70

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with CAC	\$425
Electric Heat Pump	\$425

3. Mobile Home Roof Insulation

- a. If less than R-19
- b. Cool roof coating or sealant shall only be done in conjunction with roof insulation

4. Mobile Home Belly Insulation

5. CFLs

- a. If existing lights are incandescent and on 2 hours or more a day
- b. Limit of 8 CFLs per client

6. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1,700
- c.  $EF \geq 2.4$
- d. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- e. 4 or more residents

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	\$525	\$393	\$262
850	\$590	\$459	\$328
900	\$656	\$525	\$393
950	\$722	\$590	\$459
1000	\$787	\$656	\$525
1100	\$919	\$787	\$656
1200+	\$1,050	\$919	\$787

8. Install low-e storm windows on the East, West and North facing windows.

- a. If existing windows are single pane, aluminum windows
- b. Emissivity  $\leq 0.22$
- c. Cost of storm windows not to exceed \$15.00/ square foot

## GENERAL WASTE HEAT ITEMS

### Low Cost, No Cost

ALLOWABLE MEASURES WHICH DO NOT REQUIRE A COST EFFECTIVENESS TEST

- Low-flow Showerhead- Minimum 1 plumbing permitted.
- Faucet Aerator- Minimum 1 plumbing permitted.
- Weather-stripping.
- Water Heater Insulation (Only for Electric Water Heaters and if local building codes permit).
- Furnace or Cooling Filters (up to a one-year supply).
- Door Sweep.
- Pipe Insulation (If applicable).
- Set Back Thermostat.

Total cost of LCNC should not exceed \$250 of total house cost.

### Durability Measures

Measure installed to protect or insure the long-term effectiveness energy measures are allowed. Total expenditures are subject to budget limitations.

## HVAC EQUIPMENT AND DISTRIBUTION INSTALLATION/REPAIR POLICY

The following policy must be strictly adhered to when installing or repairing HVAC equipment and distribution systems.

### Repair/Replacement

Replacement of inoperable equipment is allowed under the following conditions. A complete REM Design is required for all replacement.

- Existing inoperable AC equipment upgraded with a minimum 13 SEER unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.
- Existing inoperable forced air furnace equipment upgraded with a 90+ AFUE unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.
- **And all system replaced must be removed from property and disposed of properly per federal and state regulations**

### Sizing and Installing HVAC Equipment

Minimum HVAC efficiencies:

AC: 13 SEER.

Heat Pump: 13 SEER and 7.7 HSPF.

Combustion furnace: 80% AFUE.

- New mechanical systems shall be sized according to the ACCA Manual J. Room-by-room load calculations using the ACCA Manual J shall be submitted for each plan to verify sizing.
- Airflow across the indoor coil and/or heat exchanger shall conform to the manufacturer's specifications.
  - Refrigerant charge shall be installed per the manufacturer's specifications.
  - Indoor and outdoor units shall be "matched" according to the ARI Directory.
  - Static Pressure must be within manufactures' specifications and must be documented.
  - Air flow must be crossed checked with Manufacture's specs using static pressure information and the fan performance table; airflow must be within 350 cfm and 450 cfm per tonnage. Actual air flow must be documented.

## **Evaporative Cooler Installation**

It is strictly prohibited to install an evaporative cooler on the ductwork of a forced air heating or cooling system that did not previously include an evaporative cooler. Replacing an existing evaporative cooler with a new evaporative cooler on a forced air heating or cooling system is an allowed health and safety measure.

All existing evaporative coolers must be equipped with a damper system that allows the cooler to be isolated from forced air ductwork or the conditioned space.

## **Installation of Forced Air Distribution Systems**

- New Ducts must be installed per Manual D and S guidance.
- All new ductwork must be installed according to the Duct Installation/Repair Techniques and Product Guidelines.
- All duct systems must be pressure tested and the CFM leakage rate cannot exceed 3% of conditioned sqft or 5% of high speed fan flow of the system's air handler capacity and must be documented.
- Airflow to each room shall match designed airflow calculations from the ACCA Manual J to within +/- 10%.
- Static Pressure must be within manufacture's specifications and must be documented.

## **Repair of Existing Air Distribution Systems**

All ductwork must be repaired according to the Duct Installation/Repair Techniques and Product Guidelines.

## **Duct Installation / Repair Techniques**

### **A. Flex ducts**

- Seal the start collar to the plenum using mastic reinforced with mesh around the entire circumference.
- At all connections (triangles, junction boxes, etc.), fasten the inner liner to the start collar using a mechanically tightened draw band for mechanical strength.
- Seal the inner liner using approved mastic reinforced with fiberglass mesh and overlaid with another layer of mastic sufficient to cover the entire pattern in the mesh.
- Fasten the outer liner well over the start collar using a mechanically tightened draw band.
- Seal all boots to the Sheetrock using mastic or silicone caulk applied at the point where the air barrier (metal or exterior foil backing) meets the Sheetrock.

### **B. Duct board**

- Staple all duct board joints with appropriate staples every two inches.
- Apply a layer of mastic; embed reinforcing mesh and overcoat with another layer of mastic sufficiently thick to hide the pattern in the tape.
- Allow for proper curing (manufacturer's specifications) before starting the system. This is critical.
- Seal all boots to the Sheetrock at the point where the foil backing meets the Sheetrock.

### **C. Metal**

- Seal all points where components join together using mastic. Special attention must be given to any area where tabs provide the method of securing the joint.
- Seal all boots to the Sheetrock at the point where the metal meets the Sheetrock.
- Join all components with screws or other mechanical fastening devices as required in listings or code.

### **D. Building Cavities Used as Returns**

- If the cavity is lined with Sheetrock, seal all joints with mastic. All gaps over 1/4 inch must be reinforced with embedded mesh tape.

- If the cavity is lined with duct board with the fiberglass side facing inside, you must create a positive air barrier in the plenum by covering the fiberglass with a material such as Sheetrock, duct board with the foil facing inside, or coat the fiberglass with mastic, etc., and seal all remaining joints in the plenum.
- If the cavity is unlined (exposed studs) and it is impossible to line the plenum, seal all joints, holes and penetrations using mastic applied with a brush attached to a handle or other extension. It may be easier and more effective to simply create a ducted plenum or chase and avoid the problems associated with using a building cavity to convey conditioned air.

It may be necessary to cut a hole in the plenum in order to gain access and seal the interior adequately.

#### **E. Air Handler**

- Seal all penetrations and gaps between materials using mastic or silicone. If the gap is over ¼ inch, reinforce with fiberglass mesh.
- Seal the areas where the air handler meets the supply/return plenums using mastic reinforced with fiberglass mesh or other approved methods.
- Seal any panels that will require frequent access by the client (such as the filter area), using a quality temporary tape (duct tape).
- The air handler must not have any noticeable leaks.

#### **F. Wall Penetrations**

- (The most common wall penetration problem is where the opening for the return grille is cut through the wall. In such an installation, even in a lined plenum, the wall cavity is open into the plenum.)
- Where an un-ducted section of the air distribution system penetrates a wall cavity, the wall cavity must be sealed.
- The cavity will first be blocked using a rigid air barrier such as Sheetrock or duct board with the foil facing the airflow.
- All seams, cracks, crevices, and openings will then be sealed airtight using approved mastic.

### **Duct Product Guidelines**

- All new ductwork will be a minimum of R-8.
- Duct sealing materials shall have both excellent cohesive and adhesive qualities.
- Water-based Latex mastic with at least 50 percent solids reinforced with fiberglass mesh at all duct connections, joints and seams shall be used. "Hardcast" type mastic with reinforcing mesh is also acceptable.
- The ducts shall be further attached as per manufacturer's specification, using a draw tie, plumbing strap or screws, as appropriate for a strong mechanical connection. The mechanical connection **does not** replace air sealing.
- Foil tapes, including UL 181 AP-type tapes, when used alone will not be accepted. If tape is used to temporarily hold a seam, it must be overlaid with a coating of mastic that extends at least one inch (1") past the tape on all sides, and is thick enough to hide the tape completely.
- Do not use materials that are potentially damaging or have harmful effects, such as toxic vapors or carcinogenic substances that may be harmful to the clients or the installer. Agencies are required to obtain and maintain the Material Safety Data Sheets (MSDS) for all materials used on the job. Federal law requires this procedure; further information is available locally from the vendor.
- Materials must meet all current codes and manufacturer's specifications.

## **INSULATION STANDARDS**

### **Installation of Insulation**

- Insulation must be installed with no gaps, no voids, no compression of the insulation, or no wind intrusion into the insulation. Insulation must also be in alignment with the air barrier in all cases.
- All items on the Thermal Bypass Inspection Checklist must be verified where accessible. Items not meeting these standards must be repaired unless the repair is not cost effective. The Checklist includes the following 12 areas:
- Shower/Tub at Exterior Wall: Exterior walls behind tub or shower have been fully insulated. Exterior walls behind tub or shower have been faced with air barrier material.
- Insulated Floor above Garage: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier is installed at any exposed edges of insulation.
- Attic Knee Walls Air barrier is installed on attic side of insulated wall. Insulation is in complete alignment with interior wall finish.
- Attic Hatch/Drop-down Stair Attic: Opening is fully gasketed for an air-tight fit. Hatch is covered with insulation that is attached and fits snugly in framed opening.
- Cantilevered Floor: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier installed at any exposed edges of insulation.
- Duct Shafts: Opening is enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
- Flue Shaft: Opening is fully enclosed as required with flashing. Combustion clearance between flue and combustible flashing (e.g., OSB panel) are properly closed with metal collars and any remaining gaps are sealed with fire-proof caulk or foam.
- Piping Shaft/ Penetrations: Opening is fully enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
- Dropped Ceiling/Soffit Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
- Fireplace Wall: Air barrier is fully aligned with insulated framing in framed shaft behind fireplace and any gaps are fully sealed with caulk or foam.
- Staircase Framing at Exterior Wall/Attic: Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
- Whole-house Fan Attic Penetration: An insulated cover is provided that is gasketed to the framed opening.

## **RENEWABLES**

Section 206 of the Energy Policy Act of 2005 (EPACT 2005) amended the Energy Conservation and Production Act to clarify that assistance under the Weatherization Assistance Program may be provided for renewable energy systems and to provide definitions and criteria to be used in assessing eligibility.

### **Cost Effectiveness**

Renewable energy systems must follow the Cost Effectiveness Procedures. Local agencies must determine that the renewable energy system is cost effective by ensuring the discounted savings-to-investment ratio (SIR) is greater or equal to one. The net cost of renewable energy systems after rebates from third parties can be used for the SIR review.

### **Product Guidelines**

Renewable energy systems must meet the requirements established by the State of Arizona for state tax credits which imposed several requirements on the seller of solar devices in order to qualify the equipment and application. Title 44, chapter 11, article 11 of the Arizona revised statutes (44-1761- Definitions, and 44-1762 - Solar energy device warranties; installation standards; inspections) provides details on the requirements.

## **HEALTH AND SAFETY PLAN**

- Allowable energy related health and safety actions are those actions necessary to maintain the physical well being of both the occupants and/or weatherization workers where:
- Costs are reasonable as determined by DOE in accordance with this approved Master Plan;
- The actions must be taken to effectively perform weatherization; or
- The actions are necessary as a result of weatherization work.
- Each subgrantee will have 20% of their program operations set aside for energy related health and safety repairs. Each subgrantee will be responsible for the management of their health and safety budget and will be required to bill health and safety repairs as a separate budget line item. Subgrantees will also be required to obtain written approval from OEP for all health and safety repairs exceeding \$2,000. Subgrantees are also reminded that any health and safety expenses in excess of 20% of subgrantee program operations budget will result in disallowed cost.

## **Home Assessment & Client Evaluation**

The weatherizing subgrantee must determine presence of at-risk occupants before proceeding with evaluation services. The Client Health & Safety Evaluation form must be reviewed and signed by the client and evaluator before the evaluation is started. (This form has been drafted and will be implemented 7/1/12.)

Crew and client Health & Safety (H&S) issues are viewed as closely linked in the areas of site conditions and work procedures. Working from this concept, which assumes that any hazard associated with a work site, whether it is a work practice, an existing condition, client behavior, and so forth, has the potential of harming both crew and client, a holistic approach towards H&S is taken throughout the entire process of weatherizing a home, with special emphasis given to the initial inspection.

The initial audit, by a qualified Auditor/ Inspector, should include sensory inspections and diagnostic testing as listed in the WAP guidelines to verify the existing conditions of the home and any H&S issues that could arise or halt production on said home. Details on existing conditions that could hinder Weatherization are listed below.

All of this is contingent on having well trained inspectors/ auditors. H&S issues are revealed before any work is ever done. This goes a long way towards preventing any harm befalling either crew or client.

## **Occupant Preexisting or Potential Health Conditions**

A feature of any inspection includes client education, whereby the occupant's health problems are addressed. Once a clear understanding has been reached between the program inspector and the occupant, work practices will be deployed so as not to aggravate any preexisting condition. In some rare instances, a deferral may be the only solution.

When a person's health may be at risk and/or the work activities could constitute a health & safety hazard, the occupant at risk will be required to take appropriate action based on severity of risk. Temporary relocation of at-risk occupants may be allowed on a case by case basis. Failure or the inability to take appropriate actions must result in deferral.

Occupants will be required to reveal known or suspected health concerns as part of initial application for weatherization. The occupants of the dwelling will be screened again during the audit. The client must be provided with information of known risks. It will also require that worker contact information (in the form of agency weatherization office staff phone numbers) be given to the client so client can inform of any issues.

## **Health & Safety Issues**

As potential hazards are identified by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, they are analyzed in terms of their severity and how they will be dealt with up to and including deferral. Wherever possible, measures should be considered through the cost justification method of an SIR>1 as an Energy Conservation Measure (ECM) first, before using funds from the H&S allocation. Clients must always be

informed of any Health or Safety risk discovered during the evaluation process in writing and written confirmation of receipt of that information by the client must be obtained and kept in the client file. A listing of Health and Safety issues are compiled, any of which that can't be corrected can result in a deferral on any given project. They are as follows:

### **Air Conditioning and Heating Safety**

“Red tagged,” inoperable or nonexistent HVAC system replacement, repair, or installation is allowed where climate conditions warrant, unless prevented by other guidance herein. Arizona climate involves a defined heating and cooling season with a Heating Degree Day (HDD) measurement range from 1180 to over 7200. The Cooling Degree Day (CDD) measurements in Arizona range from 573 to more than 5100. Arizona has a vast difference across the state due to the four recognized climate zones and the vast difference in elevation changes from a few hundred feet above sea level to more than 7,000 feet above sea level.

Research indicates of all people who die of heat stroke, about 80 percent are age 50 or older. Deaths attributed to lung disease, diabetes and hypertension increase more than 50 percent during heat waves. Heat stroke occurs 12 to 13 times more frequently in people age 65 and older than in younger persons. It is also an accepted medical fact that infants and children up to four years of age are very sensitive to the effects of high temperatures and rely on others to regulate their environment.

Air conditioning is the number one protective factor against heat-related illness and death effecting people with health issues. Therefore air conditioning system replacement, repair or installation is allowed to be categorized as health and safety in homes with occupants under four years old, over 65 years old and where there are at-risk occupants. Air conditioning system replacement, repair or installation must be attempted through cost justification as an ECM first before using H&S funding. Where this measure can be justified by the approved REM or EA-Quip audit, replacement, repair or installation is not to be included in health and safety.

Reminder - Air conditioning units cannot be installed on rental properties, as it is the requirement of the Landlord pursuant to the Arizona Landlord Tenant Act.

All replacement of HVAC equipment shall first be modeled in REM Design to attempt a SIR of 1 or greater prior to being installed as an H&S measure.

Houses with occupants between the ages of 4-64 requesting the need for air conditioning based on their health being at risk must provide a letter from a doctor defining the condition requiring an air conditioned environment and the maximum allowable air temperature relevant to that person's individual condition.

Repair of all combustible fuel line leaks from the meter or tank to the heating system or appliance are allowable H&S measures. Materials must meet federal, state, and local code. Repair (only) of gas cooking appliances in order to eliminate gas leaks and reduce unsafe levels of carbon monoxide in living area is allowed. Repair materials must meet federal, state and local code. Installation of protective materials on combustible surfaces adjacent to energy systems to meet NFPA clearance codes is allowable. Materials and installation must meet NFPA specifications. Materials must meet federal, state and local code.

### **Heating Systems**

Heating systems are repaired or replaced, under H&S, when not operational or unsafe. This measure is taken in order to eliminate unsafe levels of carbon monoxide in the living area and to ensure adequate heating. Justification documentation in the form of the appropriate heat system checklist (per energy source) which includes all required diagnostic recordings for the individual unit, and photos demonstrating the specific issue(s) with the system must be in the client file. Replacement of operational units, where diagnostic readings are attainable, must be attempted to be cost justified as a ECM using regular weatherization funds with an SIR>1 before using H&S funds. A unit with a cracked heat exchanger where diagnostic readings are attainable must be attempted to be replaced through cost justification as an ECM first before using H&S funding. Replacement of non-operational units can only be from H&S funding.

## Air Conditioning & Cooling Systems

In a case where an AC system must be replaced and it cannot be justified as an ECM, replacement is an allowable expense under H&S and will always require an approved waiver from OEP. Evaporative Cooling will always be considered an H&S measure but do not require a waiver unless the \$2,000 threshold is exceeded.

## Package Unit Systems

When a package unit is encountered and only one component of that system is inoperable, you must first attempt to service the unit using H&S funds. If servicing the unit does not work and replacement of the inoperable component is determined to be less economical than the replacement of the entire unit, H&S funds may be used upon receiving written approval from OEP.

The weatherizing subgrantee must determine presence of at-risk occupants while also ensuring systems are present, operable and performing. Subgrantees must discuss and provide clients with information on the appropriate use and maintenance of units, with explanation, from the subgrantee.

## Appliances and Water Heaters

Replacement of water heaters under H&S is allowed on a case-by-case basis under the following conditions outlined:

- Local agencies may replace a water heater if the cost of repair exceeds the cost of replacement or if the broken water heater is more than 10 years old.
- Pictures of the old water heater are to be on file at subgrantee's office. Information and explanation on appropriate use and maintenance are to be provided to client after installation.
- Disposal of old appliances and water heaters must be handled by subgrantee or their contractor.

**Replacement and installation of appliances other than water heaters, such as stoves or washing machines, are not allowable H&S costs.**

## Asbestos

Asbestos anywhere on the interior of the dwelling that would need to be addressed either directly or incidentally during the weatherization process is not an allowable H&S cost. Testing by an AHERA professional for Asbestos is an allowable Health & Safety cost however Abatement of Asbestos is not. Policies have been in effect for asbestos presence and related work practices for many years. The approach is not to disturb, cut or drill said material and deter those measures that might do so. In instances where measures can be installed without disturbing asbestos surfaces or materials, that is the best approach. In instances where a local authority such as Code Enforcement imposes specific guidelines or requirements, service provider program staffs are to make themselves aware of those restrictions and comply with them.

If it is determined, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that weatherization work cannot be performed without creating a hazard, the project is to be deferred. The client is to be informed in writing of the potential hazard and the agency must not return to weatherize until an AHERA certified professional issues a clearance statement. A copy of this statement/report must be kept in the client file.

Prior to drilling or cutting an exterior wall the subsurface must be inspected for asbestos.

When vermiculite is present, unless testing determines otherwise, the unit is to be deferred. Where blower door tests are performed, it is a best practice to perform pressurization instead of depressurization. Encapsulation by an appropriately trained professional is allowed. However asbestos encapsulation and testing cost are not reimbursable by the AZ WAP. Removal is not allowed.

With regard to pipes, furnaces and other small covered surfaces, assume asbestos is present in the covering materials. Encapsulation is allowed by an AHERA asbestos control professional and should be conducted prior to blower door testing.

Clients must be informed that suspected asbestos is present and how precautions will be taken. Clients will be instructed not to disturb suspected asbestos containing material. Clients must be provided information and explanation on asbestos safety information and steps to correct deferral conditions (where applicable). The clients are required to sign a form, provided by the weatherizing agency, indicating they have been informed (where applicable).

### **Biological and Unsanitary Conditions – odors, mustiness, bacteria, viruses, raw sewage, rotting wood, etc.**

A sensory inspection is required. Clients must be informed of observed conditions. Clients must be provided information and explanation on how to maintain a sanitary home and steps to correct deferral conditions (where applicable).

Remediation of conditions that may lead to or promote biological concerns and unsanitary viruses is not an allowable cost. Addressing bacteria and viruses is not allowed. Cleaning or repairing biological and unsanitary conditions to perform weatherization is not allowed. Deferral may be necessary in cases where a known agent is present in the home that may create a serious risk to occupants or weatherization workers. Also see Mold and Moisture bullet below.

### **Building Structure and Roofing**

Site conditions identified and documented by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that poses a safety hazard to its employees and subcontractors and cannot be corrected within the scope of the program. Building structure & roofing should be evaluated visually as to not disturb any existing conditions.

Building Structure – Structural problems with candidate dwellings can often lead to deferral because their scope is beyond the means of the program to treat. Beyond simple incidental repairs, such as roof patching, there is no feasible means to address severe structural defects.

During the pre-inspection or initial inspection of the dwelling, the evaluator must have access to all aspects of the structure in order to adequately and appropriately gather data for the REM energy audit if not using Priority List or to conduct the weatherization work itself. Clothing, dogs, trash or other impediments restricting access to any portion or portions of the dwelling that block necessary access, may constitute a deferral.

Building rehabilitation is beyond the scope of the WAP. H&S funds should not be used when the repair is a component of an ECM. In that case, the repair should be cost justified as an incidental repair. Clients must be notified of structurally comprised areas (where applicable).

### **Code Compliance**

Correction of preexisting code compliance issues is not an allowable cost other than where they are triggered by performing weatherization measures. State and local (or jurisdiction having authority) codes must be followed while installing weatherization measures. Condemned properties and properties where “red tagged” health and safety conditions exist that cannot be corrected under this guidance should be deferred.

Per WPN11-6a if a permit is pulled to replace a HVAC system, water heater or other appliance requiring a permit and it is required by the municipality to upgrade all smoke alarms in the home to hardwire with battery backup, it would be allowed.

Clients must be notified of observed code compliance issues (where applicable). H&S funds should not be used when the repair is a component of an ECM, such as fixing a light fixture in order to install a CFL bulb. In this case the cost should be cost justified as an ECM with the associated incidental repair.

## **Combustion Gases**

Proper venting to the outside for combustion appliances, including gas dryers is required. Correction of venting is allowed when testing or inspection indicates a problem. Combustion safety testing is required when combustion appliances are present.

Correction of venting issues shall be completed and should be done as an incidental repair when it is a component of an ECM. Proper venting to the outside for combustion appliances, including gas dryers is required. Combustion safety testing is required when combustion appliances are present. Inspections, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, must include:

- Inspections of venting of combustion appliance and confirmation of adequate clearances to combustibles.
- Testing natural draft appliances for draft and spillage under worse case conditions before and after air sealing.
- Inspection of cooking burners for operability and flame quality. Replacement of Cook stoves is not allowed. Repair is an allowable H&S cost.
- Testing by approved WAP procedures of ambient air in combustion appliance zones & undiluted flue on applicable appliances.

Clients must be provided information and explanation of combustion safety and hazards information, including the importance of using exhaust ventilation when cooking and the importance of keeping burners clean to limit the production of CO.

## **Drainage – gutters, down spouts, extensions, flashing, sump pumps, landscapes, etc.**

Drainage repairs are allowed with H&S funds only as they relate to code compliance. A repair is allowed as incidental repair when it is a component of an efficiency measure, but must be cost justified with the ECM(s).

Major drainage issues are beyond the scope of the Weatherization Assistance Program. Homes with conditions that may create a serious health concern that require more than incidental repair should be deferred. See Mold and Moisture bullet below.

What are major drainage issues?

Where the need for excavating equipment is brought.

Installing gutters on more than half the home.

An area more than 40 square feet where dirt is required to be moved.

Clients must be provided information and explanation of the importance of cleaning and maintaining drainage systems, as well as the benefits of landscape design (where applicable).

## **Electrical, other than Knob-and Tube Wiring**

Minor electrical repairs are allowed where health and safety of the occupants is at risk. Upgrades and repairs are allowed when necessary to perform specific weatherization measures such as relocating an electrical outlet to allow for a dryer to be relocated for proper ventilation or proper connection of an existing water heater.

Clients must be provided information and explanation on the hazards of overloading circuits, basic electrical safety/risks and over current protection (where applicable). H&S funds should not be used when the repair is a component of an ECM such as a service upgrade to handle increased load of a new HVAC system.

## **Electrical, Knob-and Tube Wiring**

Knob and Tube wiring in a home in Arizona will make that home a deferral until the wiring can be upgraded to current wiring codes by homeowner or other program. Subgrantees are encouraged to seek all available programs to assist low-income households.

Subgrantees are required to discuss and provide information and explanation to the client on the hazards of overloading circuits, basic electrical safety/risks and over current protection (where applicable).

### **Fire Hazards**

Current inspection criteria (by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above) take into account fire hazards associated with combustion appliances including clearances and venting systems. Through fuel specific checklists, inspectors identify such hazards and make repairs accordingly with respect to budgetary and program limitations. Required adherence to appropriate NFPA codes when repairing or replacing equipment also minimizes the potential for fire hazards.

Correction of fire hazards is allowed when necessary to safely perform weatherization. Home evaluations include checking for fire hazards during the audit. Clients must be informed of observed hazards even if they will not be treated during weatherization.

### **Formaldehyde, Volatile Organic Compounds (VOCs) and other Air Pollutants**

Formaldehyde and Volatile Organic Compounds (VOCs) – Formaldehyde, tobacco smoke, thinners, solvents, cleaners, and any other substances capable of negatively impacting indoor air quality are identified through the On-site inspection process. Basic strategies such as proper storage and ventilation are used to eliminate problems. Air sealing thresholds are maintained so that the presence of these pollutants are not concentrated and allowed to reach toxic amounts. However, this is primarily an occupant responsibility. In some cases, deferral may be an option.

Removal of pollutants is allowed and is required if they pose a risk to workers. If it is determined, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that pollutants pose a risk to workers and removal cannot be performed or is not allowed by the client, the unit must be deferred. Removal of pollutants that is not necessary to perform weatherization (e.g. cleaning old paint cans and oil out of the garages) is not allowed.

Clients must be informed of observed conditions and associated risks. Client must be given written information and explanation on safety and proper disposal of household pollutants (where applicable).

### **Injury Prevention of Occupants and Weatherization Workers – Measures such as repairing stairs and replacing handrails**

Workers must take all reasonable precautions against performing work on homes that will subject workers or occupants to health and safety risks. Minor repairs and installation may be conducted only when necessary to effectively weatherize the home; otherwise these measures are not allowed.

The Initial Auditors/ Inspectors, as well as workers where jobs are in progress, are to observe if dangers are present that would prevent weatherization. Clients must be informed by auditors and/or workers of observed hazards and associated risks (where applicable).

### **Lead Based Paint**

Presence of lead based paint associated with dwellings built before 1978. State policy mandates that all personnel working directly on dwellings shall participate in an eight (8) hour Lead Workers Safety class. With respect to Lead Based Paint issues, AZ WX uses an approach that addresses client safety and awareness, worker safety and awareness, and on-site practices.

The head of household of pre-1978 homes to be weatherized receives the informational pamphlet: "Renovating Right." The inspector will also conduct a client education segment as part of the initial inspection to assure that the occupants are fully aware of the hazards posed by Lead Based Paint exposure. This procedure is documented by using a signed receipt from the head of household which confirms that the information was not only distributed, but also explained. This receipt is kept in the client file.

All workers onsite on any Weatherization project, whether they be a crew based employee of one of the subcontractors or a private sector contractor, must complete an eight (8) hour Lead Safe Worker Practices Workshop. The aim of this course is to inform the worker about Lead hazards and the proper ways to deal with them, and in doing so, to work in such a way as to not expose client families (and their own families) to these hazards. All crews and contractors are required to carry HEPA vacuum machines, respirators, disposable bio suits, and all other items associated with safe Lead Work Practices.

The program manual addresses this area specifically with detailed guidance for onsite protocols:

- Wear a tight fitting respirator and disposable coveralls.
- Seal work areas within a home with tape and plastic. Cover furniture, carpet, and other surfaces with plastic drop cloths or tarps.
- Spray water on disturbed areas to minimize dust.
- Clean-up work area each day. Sweep carefully and wet mop as needed. Use a HEPA vacuum cleaner to collect dust and paint chips.
- Keep children away from work area at all times.

While this represents only a summary of the overall Lead Safe Practices and training, it illustrates AZ WX's awareness of the issue and how it is integral to any weatherization project.

Lead Safe Weatherization work practices occur only due to health and safety concerns. It cannot be considered part of an efficiency measure and shall always be calculated and charged as a health and safety cost.

OEP's monitoring staff will have oversight responsibility in this area. While Lead Safe Work Practices have long been built into the program, the monitors will focus more directly on this area as they conduct their monitoring visits. Program operators will be required to show that all Lead Based Paint protocols: information sharing, lead safe work practices, proper equipment, and so forth are up to date and in compliance to all regulations whatever they turn out to be. Those programs that are not in compliance, and fail to comply once identified, will face the most serious sanctions that can be leveled: reduced allocation to start with, loss of contract if necessary. Special attention will be aimed at those programs failing to meet requirements in the area of Lead Safe Work Practices since it poses such tangible consequences for the households that are served.

Subgrantees must follow EPA's lead; Renovation, Repair and Painting (RRP). In addition to RRP, Weatherization requires all weatherization crews working in pre-1978 housing to be trained in Lead Safe Weatherization (LSW). Deferral is required when the extent and condition of lead-based paint in the house would potentially create further health and safety hazards.

Arizona's current status is as follows: all sub grantees have applied for and received Lead Renovator Firm status. All auditors (inspectors) have acquired Lead Renovator (RRP) certification as well as select crew leaders. Additionally, private contractors (excluding HVAC and Plumbers) have also applied for and received Lead Renovator Firm status. This is a requirement for contracting with the program. Private contractors have also met the requirement of having adequate RRP certified employees among their ranks. In summary, Arizona has met the EPA requirements as they now stand by April 2010 deadline. As new contractors apply to work on WX projects the EPA requirements are explained during the application process. No private contractors will be awarded work on any pre-1978 dwellings that don't meet the EPA rules.

Private contractors will be required to furnish proof of RRP and Lead Renovator Firm status as a condition of working for the WX program. The monitoring staff will routinely check that documentation is on file at each agency, verifying compliance to the EPA rules.

All weatherization crews working on pre-1978 homes must receive the 8 hour LSW training and a certified renovator must be assigned to the project and be readily available.

State Monitor/Trainers must be Certified Renovators and receive the 8 hour LSW training.

The head of household of every home to be weatherized receives the informational pamphlet: "Renovating Right." The inspector also conducts a client education segment as part of the initial inspection to assure that the occupants are fully aware of the hazards posed by Lead Based Paint exposure.

The RRP requirements of client education apply. The agencies must give the client a copy of the EPA publication: July 2011 Edition of: *The Lead-Safe Certified Guide to Renovate Right Pamphlet* and have the client sign the Sample Pre-Renovation Form located in the back of the Pamphlet to certify the client has been given the pamphlet.

That signed form must be kept in the client's file to show proof the client has received educational material about the dangers of lead paint.

The certified renovator must be physically present at the work site while signs are being posted, containment is being established, and the work area is being cleaned after the renovation to ensure that these tasks are performed correctly. Although the certified renovator is not required to be on-site at all times, while the renovation project is ongoing, a certified renovator must nonetheless regularly direct the work being performed by other workers to ensure that the work practices are being followed. When a certified renovator is not physically present at the work site, the workers must be able to contact the renovator immediately by telephone or other mechanism. In addition, the certified renovator must perform the post-renovation cleaning verification.

### **Mold and Moisture**

Limited water damage repairs that can be addressed by weatherization workers and correction of moisture and mold creating conditions are allowed when necessary in order to weatherize the home and to ensure the long term stability and durability of the measures. Where severe Mold and Moisture issues cannot be addressed, deferral is required.

The Arizona Weatherization program is not a mold remediation program and funds should not be used to test, abate, remediate, purchase insurance, or alleviate existing mold conditions identified during the audit by the Initial Auditor/ Inspector, the work performance period or the quality control inspection. Most typically, weatherization services may need to be delayed. All local agencies must include some form of notification or disclaimer to the client upon the discovery of a mold condition and what was specifically done to the home that is expected to alleviate the condition and/or that the work performed should not promote new mold growth.

Major moisture problems that cannot be corrected within the scope of the program such as:

- An enclosed crawlspace or basement that has standing water for significant periods of time due to inadequate ground or surface water drainage.
- Any building with no overhangs and no gutters, exhibiting signs of major moisture problems such as blistering paint and extensive mold/mildew on the inside of the house.

**The clients must be provided with a disclaimer on mold and moisture awareness.**

### **Occupational Safety and Health Administration (OSHA) and Crew Safety**

Workers must follow OSHA standards and Material Safety Data Sheets (MSDS) and take precautions to ensure the health and safety of themselves and other workers. MSDS must be posted wherever workers may be exposed to hazardous materials.

MSDS information is monitored during OEP compliance monitoring. Field monitoring performs unit file review for evidence of safe work practices. Field monitoring of in-progress units will perform assessments to determine if crews are utilizing safe work practices.

OSHA 10 hour training for all workers, including contractors, assessors, and inspectors, is required. OSHA 30 hour training is required for all crew leaders and OEP Monitor/Trainers by June 30, 2012. All new employees must obtain OSHA 10 or 30 depending on their position held within 180 days of hire. This training can be obtained in various ways. The following are suggested resources.

### **Classroom Training.**

Construction 10 hour and Construction 30

Southwest Building Science Technical Center

### **Online Training**

OSHA has accepted the below sites for online outreach training. We suggest that you sample them before choosing.

Construction 10 hour

1. Advance Online
2. Click Safety (also Roadway, Cal-OSHA, and Spanish)
3. Summit Training Source (also Spanish version)
4. Pure Safety (also Spanish version)
5. Career Safe - (Youth and Corporate versions)
6. Redvector
7. 360Training
8. University of South Florida
9. Coastal Training Technologies
10. Turner Construction

Construction 30 hour

1. Turner Construction (also Spanish version)
2. Click Safety
3. 360Training
4. Summit Training Source
5. University of South Florida
6. Pure Safety
7. Advance Online

### **Information on obtaining OSHA outreach classes in construction**

To find in-person training conducted by an authorized OSHA Outreach Trainer:

1. See [www.OutreachTrainers.org](http://www.OutreachTrainers.org) to find outreach trainers and/or their schedules.
2. We can send a list of active trainers in your state – e-mail us if you want this list. Use the lists to contact trainers for information on their training plans.
3. OSHA Education Center in your area may offer it - [www.osha.gov/dte/edcenters/map.html](http://www.osha.gov/dte/edcenters/map.html)
4. The OSHA Consultation office in your area may offer it, see [www.osha.gov/dcsp/smallbusiness/consult\\_directory.html](http://www.osha.gov/dcsp/smallbusiness/consult_directory.html)

### **Pests**

If found, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, any pest infestation within the dwelling or in any area outside of the dwelling where service provider staff or subcontractors would have to work to perform weatherization measure is an allowable expense. Cost of pest control cannot exceeded 300 dollars and/or 20 percent of the homes budget. If the cost is great than that amount the home will be a deferral until the problem can be handled by another program or the homeowner. (Pests include, but are not limited to: fleas, roaches, rodents, etc.).

Clients must be informed of observed condition and associated risks.

## **Radon**

Whenever site conditions permit, exposed dirt must be covered with a vapor barrier except for mobile homes without skirting or an exterior under surface that serves as a vapor barrier. In homes where radon may be present, precautions should be taken to reduce the likelihood of making radon issues worse. In extreme cases deferral may be an option.

In the State of Arizona, Radon testing or remediation is not an allowable H&S measure. Clients must be provided with the EPA consumer's guide to radon.

## **Refrigerant**

Refrigerators are allowed to be replaced as an ECM only. All reclaimed refrigerant processes must follow the Clean Air Act 1990, section 608, as amended by 40 CFR82, 5/14/93. All EPA testing protocols must apply to any testing. Clients are to be advised not to disturb refrigerant. Anyone working with refrigerant, within or employed by the WAP, must have the appropriate training, either an EPA-approved section 608 type I or universal certification. For any appliance containing refrigerant, disposal must include refrigerant reclamation.

Non-certified technicians may not attach or disconnect hoses of gauges to measure pressure within the appliances, top-off or remove refrigerant from appliances or otherwise damage the integrity of the appliance.

## **Smoke, Carbon Monoxide Alarms, and Fire Extinguishers**

1. Weatherization agencies must install carbon monoxide (CO) alarms and smoke alarms in dwelling units where these devices are nonexistent or non-functioning.
2. CO alarms must be, UL listed, installed in accordance with the manufacturer's recommendations and located in compliance with state and local building codes and must have the capability to accurately detect and display low levels of carbon monoxide to 10 ppm and comply with other program requirements.
3. Smoke alarms must be, installed in accordance with the manufacturer's recommendations, listed in accordance with UL 217, comply with NFPA 72 and other program requirements.
4. Where multiple smoke alarms are required interconnection is required. Actuation of any one smoke alarm shall activate all of the alarms in the individual unit. Hard wiring and interconnection is not required in existing areas provided:
  - a. The alteration or repair does not cause the removal of wall or ceiling finishes exposing the structure, and no attic, crawl or basement is available which can provide access for hard wiring and interconnection without the removal of interior finishes.
5. On average no more than two smoke alarms will be installed in a home unless a permit is pulled and code compliance for the municipality the home is located in states differently.
6. If the home has an attached garage or carport, a smoke and CO detector are required to be installed if none are present.
7. If the home is all electric with no attached garage or carport, only smoke alarms are needed.
8. Providing fire extinguishers is allowed only when solid fuel is present. Fire extinguishers must be installed, according to the manufacture's recommendations, be type ABC, UL listed, ≤ 10 lb and with a permanently affixed wall bracket to receive the extinguisher. The client must sign a written agreement to allow a fire extinguisher to be installed in the home within sight of the solid fuel burning heat system when standing at the unit. The agency must discuss and provide information on the use and upkeep of the extinguisher to the client.

Local agencies must provide the occupant(s) of the dwelling unit with verbal and written information regarding the following:

- Dangers of CO and smoke.
- How to operate and reset the CO and smoke alarms.
- How to read the CO alarm if there is a digital display.

- How to respond to CO levels above 10 ppm. (Symptoms of CO poisoning and how the occupant should address the issue should it arise.)
- The most common symptoms of CO poisoning are headache, dizziness, weakness, nausea, vomiting, chest pain, and confusion.
- If these symptoms are present, shut off gas appliances, open windows and doors, get out of the home, seek medical help if needed and call a repair man.
- How to change the batteries of CO and smoke alarms.

### **Solid Fuel Heating (Wood Stoves, etc)**

The weatherization agency must inspect the stove, chimney and flue. Combustion zone depressurization (CAZ) is required per the Energy Out West Field Guide.

Maintenance, repair, and replacement of primary indoor heating units is allowed where occupant health and safety is a concern. Maintenance and repair of secondary heating units is allowed. Replacement of secondary heating units is not allowed. This system must be operational and inspected before any other weatherization begins.

### **Stand Alone Electric Heaters**

Defined as, but not limited to, heaters that do not have a permanent connection to electric power. Repair, replacement or installation is not allowed. Removal is recommended. Circuitry must be checked to ensure adequate power supply for existing space heaters by a licensed electrician.

Clients must be informed of the hazards associated with these types of heaters and the weatherization agency must collect a signed waiver from the client if removal is not allowed.

### **Space Heaters, Unvented Combustion**

Unvented combustion space heaters are not considered a primary heat source. Removal is required, except as secondary heat source and where the unit conforms to ANSI Z21.11.2. Units that do not meet ANSI Z21.11.2 must be removed prior to weatherization but may remain until a replacement heating system is in place. Testing for air-free carbon monoxide (CO) is to be performed per the Energy Out West Field Guide. All units must have an ANSI Z21.11.1 label.

The client must be informed of the dangers of unvented space heaters – CO, Moisture, NO<sub>2</sub>, CO can be dangerous even if CO alarm does not sound. The replacement system must be operational and inspected using all Energy Out West Field Guide test protocols before any other weatherization begins

### **Space Heaters, Vented Combustion**

These units will be treated as furnaces. The Energy Out West Field Guide details the testing required during an evaluation. The replacement system must be operational and inspected using all Energy Out West Field Guide test protocols before any other weatherization begins.

### **Spray Polyurethane Foam (SPF)**

Use EPA recommendations (available online at [http://www.epa.gov/dfe/pubs/projects/spf/spray\\_polyurethane\\_foam.html](http://www.epa.gov/dfe/pubs/projects/spf/spray_polyurethane_foam.html)) when working within the conditioned space of when SPF fumes become evident within the conditioned space. When working outside the building envelope, isolate the area where foam will be applied, take precautions so that fumes will not transfer to inside conditioned space, and exhaust fumes outside the home. Testing will include checking for penetrations in the building envelope. Sensory inspection inside the home for fumes during foam application must also occur.

The client must be informed of plans to use two-part foam and the precautions that may be necessary. Workers using

foam products must receive training on the proper use of these various products and understand the specification for each application type. Documentation of installers viewing an installation video or online training and verification of reading and understanding product use information must be kept at the service provider agency. MSDS sheets are mandatory for any foam product used and a thorough understanding of the temperature sensitivity of the product in use is required.

### **Ventilation**

Subgrantees will follow ASHRAE 62.2 2010 to the fullest extent possible as required by DOE WPN 12-1. With the anticipation of ASHRAE standard 62.2 2013 being released in the summer of 2013, the state of Arizona will adopt the new standard in January 2014 if it is released in 2013 for the subgrantees to follow.

### **Window and Door Replacement, Window Guards**

Replacement, Repair, or installation is not an allowable H&S cost but may be allowed as an ECM if cost is justified. If disturbing lead paint, follow LSW practices and the client must be informed on lead risks as indicated in this H&S plan when applicable. Replacement, repair or installation of doors, windows, or window guards is not an allowable H&S cost.

Window Glass is an allowable cost if it is an immediate danger to occupants and if budget permits.

### **Deferrals**

Deferrals, and/or "walkaways" are processed accordingly:

- a. The client shall be informed in writing as to why the dwelling cannot be weatherized. If there are conditions that the client must correct before service is provided, those conditions must also be stated in writing.
- b. The service provider is required to refer the client to any alternate program such as home rehab, if one is available in the area.
- c. The service provider shall clearly indicate in the client file why the dwelling was given "deferral" status.
- d. The service provider must document all referrals to other programs or services in the client file.
- e. The client will receive any information prescribed in the Health and Safety section that is appropriate.

### **Client Education**

This procedure is documented by using a signed receipt from the head of household which confirms that the information was not only distributed, but also explained. This receipt is kept in the client file. Draft forms have been developed to document all information discussed and given to the clients along with application and onsite interviews to verify preexisting at risk and health concerns.

### **REFRIGERATOR REPLACEMENT POLICY**

Subgrantees will need to follow the tables for refrigerator replacement located within their climate specific zone.

### **Metering Requirements**

Meter at least 10% of units replaced — It is not required to meter every existing refrigerator that is replaced. Initially, as the program gains experience, DOE will require metering on at least 10% of the units replaced. Units that cannot be located in the Association of Home Appliance Manufacturers, or other refrigerator databases, may make up all or most of the 10% requirement.

Meter at least 2 hours — The minimum metering duration required to obtain results accurate enough to make a reliable replacement decision has been debated for several years. DOE believes a two-hour minimum metering duration is an appropriate compromise.

## Materials

### **New refrigerators shall:**

- Not exceed the size of the replaced unit.
- Have a minimum 1-year warranty.

## Installation

### **The electrical outlet shall:**

- Provide the voltage specified on the ID plate of the new refrigerator.
- Be properly grounded and/or protected with a properly functioning GFCI device.
- Be located within reach of the refrigerator without the use of an extension cord.
- Be in good condition with nothing visibly wrong (e.g., not cracked or broken, and no spark, smoke, or burn marks, etc.).
- Meet refrigerator manufacturer's specifications for space and clearances.

### **The contractor shall:**

- Deliver and install the new refrigerator.
- Level the unit to ensure proper operation.
- Ensure that door hinges are on the appropriate side.
- Instruct the customer on refrigerator operation.
- Deliver warranties and operating manuals to the customer.
- Set temperature controls appropriately.

## Disposal

### **The contractor shall:**

- Take unit out of service. Making sure the existing refrigerator is removed from the house, and **DOES NOT** find its way back onto the electric grid.
- Dispose of unit in an environmentally responsible manner. All refrigerators replaced must be properly disposed of according to the environmental standards in the Clean Air Act of 1990, section 608, as amended by Final Rule 40 CFR 82, May 14, 1993.
- Take unit to a de-manufacturing facility or incorporate disposal requirements in vendor contract.
- Remove all packing materials from the customer's premises.

## Reporting

The sub-grantee shall record the following information for both the existing and replacement refrigerators:

- Manufacturer (for years available)
- Brand
- Year of manufacture
- Model number
- Type (e.g., side-by-side, top freezer)
- Database estimated kWh/yr

On metered units, the sub-grantee shall provide an estimated annual kWh usage and the duration of metered data. Provide saving to Investment Ratio for the replacement refrigerator.

**WRITTEN AUTHORIZATION**

There may be cases where it is in the best interest of the client that a refrigerator be installed that does not meet the requirements of the Weatherization Assistance Program Refrigerator Replacement Policy. In these cases, written authorization must be obtained from OEP.

**FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements**

This section must be completed for any awards greater than or equal to \$25,000

Name of Entity Receiving Award

Amount of Award

Funding Agency

CFDA number

Award Title

Location: City  State  Zip Code Plus Four  Congressional District

DUNS number

Brief Description of Program:

1) Is 80% or more of annual gross revenues from Federal awards? Yes  No

2) Do you receive \$25 million or more annually from Federal awards? Yes  No

If you answered Yes to both questions, you must provide the following:

Names and Total Compensation of Top Five paid executives:

1#:	Name	<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"/>

For Governor's Office Staff Only

Contract Start Date  Contract #



*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-2913**

**Consent Agenda Item 5. E.**

**Regular BOS Meeting**

Meeting Date: 12/16/2014

Submitted For: Eric Mariscal, Director

Submitted By: Cate Gore, Administrative Clerk, Elections Department

Department: Elections Department

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Information

Request/Subject

Appointment of Precinct Committeemen to the Gila County Republican Party.

Background Information

A.R.S 16-821 (B) provides if a vacancy exists in the office of the precinct committeeman, the vacancy shall be filled by the Board of Supervisors from a list of names submitted by the County Chairman of the appropriate political party.

Evaluation

Seven new individuals have been submitted by the Gila County Republican Committee Chair for appointment to the office of the precinct committeemen. Per statute, the Board of Supervisors had the authority to make these appointments.

Conclusion

The Republican Party has submitted Linda Ann Grau, Pamela Kay Swain, Stephen Leonard Ray, Denise Ray, Joanne Gail Rowe, Frieda Ann Haught, and Jeff Loyd for appointment by the Board of Supervisors.

Recommendation

The Elections Department Director recommends that the Board of Supervisors approve the appointments as submitted by the Gila County Republican Committee.

Suggested Motion

Approval of the following precinct committeemen appointments as submitted by the Gila County Republican Committee: Payson # 2 Jeff Loyd; Payson # 2-Pamela Kay Swain; Payson #3 Linda Ann Grau; Zane Grey-Stephen Leonard Ray; Zane Grey-Denise Ray; Star Valley-Joanne Gail Rowe; and Gisela-Frieda Ann Haught.

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Attachments

Rep Committeemen

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# GILA COUNTY REPUBLICAN COMMITTEE

## PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

LINDA ANN GRAU (Name on Voter Registration) a duly qualified  
Republican elector residing at

401 N DEER TRL PAYSON AZ 85541  
Address City State Zip

928-476-2540 480-209-7922  
Home Phone Work Phone Cell Phone

LINDA2540@LIVE.COM  
Email Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of PAYSON # 3 CODE NUMBER 210

to fill a vacancy in the same Precinct because:

Legal vacancy has not been filled.

Resignation/Replacement/Death of \_\_\_\_\_

RESPECTFULLY SUBMITTED

Gila County Chairman

Larry M. Morris 20 Oct 2014  
Date Submitted

### Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed:

Linda Ann Grau

Date:

10/18/14

Voter Identification Number:

0400033861

# GILA COUNTY REPUBLICAN COMMITTEE

## PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Pamela Kay Swain (Name on Voter Registration) a duly qualified  
Republican elector residing at

1113 S. Palomino Circle Payson AZ 85541  
Address City State Zip

928 478-2055 - -  
Home Phone Work Phone Cell Phone

pamswain174@aol.com -  
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of PAYSON # 2 CODE NUMBER 205

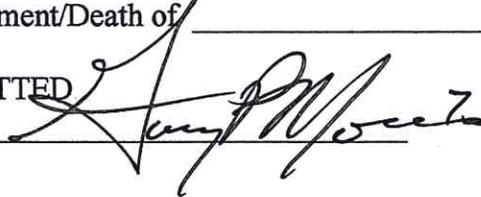
to fill a vacancy in the same Precinct because:

Legal vacancy has not been filled.

       Resignation/Replacement/Death of       

RESPECTFULLY SUBMITTED

Gila County Chairman



Date Submitted

20 Oct 2014

### Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

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2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: Pamela Kay Swain Date: 8/25/14

Voter Identification Number: 0400064660

# GILA COUNTY REPUBLICAN COMMITTEE

## PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

STEPHEN LEONARD RAY (Name on Voter Registration) a duly qualified  
Republican elector residing at

448 N. COYOTE TRAIL PAYSON AZ 85541  
Address City State Zip

448 (480) 964-4440 SAME SAME  
Home Phone Work Phone Cell Phone

SLRAY2317@GMAIL.COM  
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of ZANE GREY CODE NUMBER 345.C

to fill a vacancy in the same Precinct because:

Legal vacancy has not been filled.

Resignation/Replacement/Death of \_\_\_\_\_

RESPECTFULLY SUBMITTED

Stephen Ray  
Gila County Chairman

20 Oct 2014  
Date Submitted

### Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: Stephen Ray Date: 9-26-14

Voter Identification Number: 0400065341

# GILA COUNTY REPUBLICAN COMMITTEE

## PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Denise Ray (Name on Voter Registration) a duly qualified  
Republican elector residing at

448 N. Coyote Trail, Payson, AZ 85541  
Address City State Zip

928-478-4221 480-703-0266  
~~Home Phone~~ Work Phone Cell Phone

denna.ray@gmail.com  
Email (Required) ~~Fax~~

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of Zane Grey CODE NUMBER 345.C

to fill a vacancy in the same Precinct because:

Legal vacancy has not been filled.

Resignation/Replacement/Death of \_\_\_\_\_

RESPECTFULLY SUBMITTED

\_\_\_\_\_  
Gila County Chairman



20 Oct 2014  
Date Submitted

### Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: Denna Ray Date: 9-25-14

Voter Identification Number: \_\_\_\_\_

# GILA COUNTY REPUBLICAN COMMITTEE

## PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Joanne Gail Rowe (Name on Voter Registration) a duly qualified  
Republican elector residing at

59 S Sprague drive, Star Valley AZ 85541  
Address City State Zip

928-468-6581  
Home Phone Work Phone Cell Phone

F716840@yahoo.com  
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of STAR VALLEY CODE NUMBER 240

to fill a vacancy in the same Precinct because:

- Legal vacancy has not been filled.
- Resignation/Replacement/Death of \_\_\_\_\_

RESPECTFULLY SUBMITTED [Signature] 20 Oct 2014  
Gila County Chairman Date Submitted

### Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: Joanne Rowe Date: 9/25/14

Voter Identification Number: 0400033321

# GILA COUNTY REPUBLICAN COMMITTEE

## PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Frieda Ann Haught (Name on Voter Registration) a duly qualified Republican elector residing at

100 S. Elm Dr Payson Az 85541  
Address City State Zip

928-474-9694 None 928-978-4394  
Home Phone Work Phone Cell Phone

Friedahaught@wildblue.net 928-474-9694  
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of Gisela CODE NUMBER \_\_\_\_\_

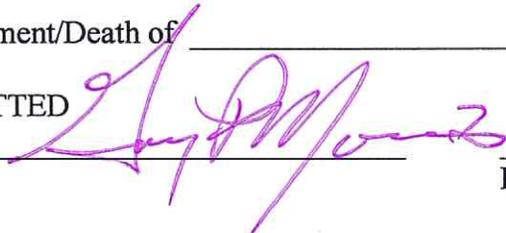
to fill a vacancy in the same Precinct because:

Legal vacancy has not been filled.

\_\_\_\_ Resignation/Replacement/Death of \_\_\_\_\_

RESPECTFULLY SUBMITTED

Gila County Chairman



Date Submitted

25 Oct 2014

### Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: Frieda Ann Haught Date: 10-20-14

Voter Identification Number: \_\_\_\_\_

# GILA COUNTY REPUBLICAN COMMITTEE

## PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

JEFF LOYD (Name on Voter Registration) a duly qualified  
Republican elector residing at

610 E. TAHOE VISTA PAYSON AZ 85541  
Address City State Zip

(928) 478-8155 (623) 332-2922  
Home Phone Work Phone Cell Phone

JEFFLOYD@GMAIL.COM  
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of 2 Payson #2 CODE NUMBER \_\_\_\_\_

to fill a vacancy in the same Precinct because:

Legal vacancy has not been filled.

\_\_\_\_ Resignation/Replacement/Death of \_\_\_\_\_

RESPECTFULLY SUBMITTED

\_\_\_\_\_  
Gila County Chairman



\_\_\_\_\_  
Date Submitted

25 Oct 2014

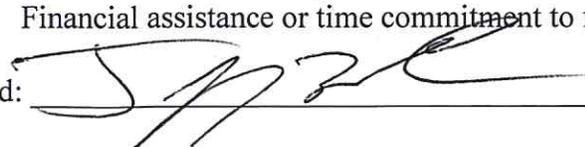
### Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: \_\_\_\_\_



Date: \_\_\_\_\_

10/17/2014

Voter Identification Number: \_\_\_\_\_

**ARF-2916**

**Consent Agenda Item**

**5. F.**

**Regular BOS Meeting**

**Meeting Date:** 12/16/2014

**Reporting Period:** November 2014

**Submitted For:** Mary Navarro, Justice Court Operations Mgr

**Submitted By:** Mary Navarro, Justice Court Operations Mgr, Justice Court-Globe Regional

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**Information**

**Subject**

Globe Regional Justice of the Peace's Office Monthly Report for November 2014

**Suggested Motion**

Acknowledgment of the November 2014 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

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**Attachments**

Globe Regional Justice Court Monthly Report for November 2014

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GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

NOVEMBER, 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	\$ 78.10	\$ 3.91	\$ 74.19
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 120.17	\$ 6.01	\$ 114.16
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 71.50	\$ 3.58	\$ 67.92
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,623.28		\$ 1,623.28
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,199.68		\$ 1,199.68
Game and Fish - Wildlife	ZGF		STATE	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 928.17	\$ 46.41	\$ 881.76
HURF 1 28-5438, 2593C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 55.19	\$ 2.76	\$ 52.43
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPOE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 1,171.00	\$ 58.55	\$ 1,112.45
Alternative Dispute Resolution	ZADR		T848-2061	\$ 36.69	\$ 1.84	\$ 34.85
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1			\$ 67.93	\$ 3.40	\$ 64.53
Confidential Address Assessment - Local	ZCAA2			\$ 3.57	\$ 0.18	\$ 3.39
Citizens Clean Elections	ZCEF		T888-2061	\$ 1,016.65		\$ 1,016.65
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 4,860.73	\$ 243.04	\$ 4,617.69
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	\$ 581.48	\$ 29.08	\$ 552.40
DUI Abatement	ZDUIA		T889-2061	\$ -	\$ -	\$ -
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 274.65	\$ 13.74	\$ 260.91
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 64.05	\$ 3.21	\$ 60.84
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 723.16	\$ 36.16	\$ 687.00
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 10,044.56	\$ 502.23	\$ 9,542.33
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 710.56	\$ 35.53	\$ 675.03
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 426.88	\$ 21.35	\$ 405.53
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 485.96		\$ 485.96
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 122.17	\$ 6.11	\$ 116.06
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 902.48		\$ 902.48
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 279.69	\$ 13.99	\$ 265.70
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 853.62		\$ 853.62
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 150.59	\$ 7.53	\$ 143.06
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 50.17		\$ 50.17
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 33.44		\$ 33.44
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ -	\$ -	\$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 358.64	\$ 17.94	\$ 340.70
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 1,344.47	\$ 67.23	\$ 1,277.24
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 919.83	\$ 46.00	\$ 873.83
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 114.97	\$ 5.75	\$ 109.22
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 45.67	\$ 2.29	\$ 43.38
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 31.81	\$ 1.60	\$ 30.21
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 362.77	\$ 18.14	\$ 344.63
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 0.30	\$ 0.02	\$ 0.28
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - County Attorney (CA)	ZOS14			\$ -	\$ -	\$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	\$ 14.14	\$ 0.71	\$ 13.43
Health and Human Services (HHS)	ZOS17		T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18		T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	\$ 4.36	\$ 0.22	\$ 4.14
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	\$ 0.74	\$ 0.04	\$ 0.70
Officer Safety Equipment - Attorney General Office	ZOS26			\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 23.33	\$ 1.17	\$ 22.16
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 483.59	\$ 24.18	\$ 459.41
Prison Construction Fund	ZPCOF		T908-2061	\$ 2,373.73	\$ 118.69	\$ 2,255.04
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 25.09	\$ 1.25	\$ 23.84
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 2,375.77	\$ 118.79	\$ 2,256.98
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 35.12	\$ 1.76	\$ 33.36
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 99.15		\$ 99.15
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 1,458.96		\$ 1,458.96
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 972.63		\$ 972.63
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -

NOVEMBER, 2014 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 8.38	\$ 0.42	\$ 7.96
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
<b>TOTALS</b>				\$ 39,529.57	\$ 1,541.81	\$ 37,987.76

TOTAL ADJUSTED BALANCE VERIFICATION \$ 37,987.76

TOTAL RESTITUTION RECEIVED \$ 592.05

TOTAL RECEIPTS THIS MONTH \$ 40,121.62

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
12/1/2014	8341	\$ 5,125.87	ARIZONA STATE TREASURER
12/1/2014	8342	\$ 34,403.70	GILA COUNTY TREASURER
		\$ -	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		\$ 39,529.57	TOTAL DISTRIBUTIONS THIS MONTH

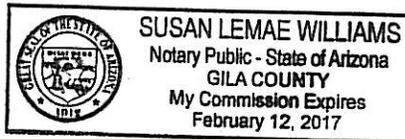
I, Gary Goetteman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of NOVEMBER, 2014.

Justice of the Peace

Subscribed and Sworn to before me this 2nd day of December, 2014.

Notary Public

My Commission Expires: February 12, 2017



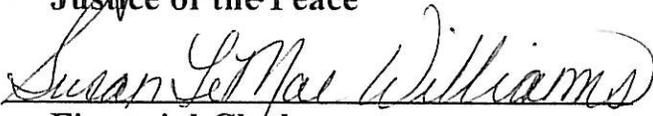
**GLOBE REGIONAL JUSTICE COURT  
MONTHLY TRUST REPORT**

**For the Month of: November, 2014**

**BONDS**

<b>BALANCE AT THE BEGINNING OF THE MONTH</b>	<b>\$ 3,022.37</b>
<b>RECEIVED DURING THE MONTH</b>	<b>\$ 3,927.00</b>
<b>DISBURSED DURING THE MONTH</b>	<b>\$ 1,210.00</b>
<b>BALANCE AT THE END OF THE MONTH</b>	<b>\$ 5,739.37</b>

  
\_\_\_\_\_  
**Justice of the Peace**

  
\_\_\_\_\_  
**Financial Clerk**

\*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

**ARF-2933**

**Consent Agenda Item**

**5. G.**

**Regular BOS Meeting**

**Meeting Date:** 12/16/2014

**Reporting Period:** September 2014 and October 2014

**Submitted For:** Kaycee Stratton, Chief Deputy Recorder

**Submitted By:** Kaycee Stratton, Chief Deputy Recorder, Recorder's Office

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### **Information**

#### **Subject**

Recorder's Office Monthly Reports for September 2014 and October 2014

#### **Suggested Motion**

Acknowledgment of the September 2014 and October 2014 monthly activity reports submitted by the Recorder's Office.

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### **Attachments**

[Recorder's September 2014 Monthly Report](#)

[Recorder's October 2014 Monthly Report](#)

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## GILA COUNTY RECORDER

### REPORT FOR THE MONTH OF SEPTEMBER 2014

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

  
Sadie Jo Bingham, Gila County Recorder



## GILA COUNTY RECORDER

Report for September 2014

GILA COUNTY RECORDER					
Report for September 2014					
SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$12,094.00	\$0.00	\$12,094.00	
	PAID OUT OF SUSPENSE ACCT	\$0.00	\$9,203.40	\$0.00	
	RECORDING FEES	\$10,209.20	\$0.00	\$10,209.20	
	REFUNDS- EXCESS FEES	\$0.00	\$24.00	\$0.00	
	INTEREST PD TO ACCT	\$0.55	\$0.00	\$0.55	
Staled Checks		\$0.00	\$0.00	\$0.00	
<b>TOTAL 1005 FUNDS</b>		<b>\$22,303.75</b>	<b>\$9,227.40</b>	<b>\$13,076.35</b>	
<b>SECTION II</b>					
	7145 FUND (RECORDER)	\$4,155.00	\$0.00	\$4,155.00	
	7146 FUND (MINING - 80% STATE TREAS)	\$28.00	\$28.00	\$0.00	
	7146 FUND (MINING - 20% RECORDER)	\$7.00	\$0.00	\$7.00	
	7147 FUND (COMPUTER SVCS)	\$11,327.37	\$0.00	\$11,327.37	
<b>TOTAL SEC II FUNDS</b>		<b>\$15,517.37</b>	<b>\$28.00</b>	<b>\$15,489.37</b>	
<b>COMBINED TOTALS - TOTAL FEES COLLECTED</b>		<b>\$37,821.12</b>	<b>\$9,255.40</b>	<b>\$28,565.72</b>	

Sadie Bingham  
 Gila County Recorder

**New Fiscal Year Form**

FY **2014-2015**

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	988	3,620.50	12,426.93	770.00	6.00	16,823.43
Aug	1,079	4,011.50	10,867.54	920.00	12.00	15,811.04
Sept	1,117	4,155.00	13,076.35	11,327.37	7.00	28,565.72
Oct						0.00
Nov						0.00
Dec						0.00
Jan						0.00
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
<b>Total</b>	<b>3,184</b>	<b>11,787</b>	<b>36,370.82</b>	<b>13,017.37</b>	<b>25.00</b>	<b>61,200.19</b>
<b>Fiscal Year All Monies</b>		<b>61,200.19</b>				



**ARIZONA STATE TREASURER'S OFFICE**  
 1700 West Washington, Phoenix, Arizona 85007-2812  
 (602) 604-7800 FAX: (602) 542-7176

**STATE REMITTANCE REPORT**

Report Period: September 2014  
 Date: 12 / 02 / 2014  
 Depositor Code # 5393

Prepared By: K. Stratton  
 Title: Chief Deputy Recorder  
 Phone #: 928-402-8734

Depositor Name: Gila County Recorder  
 Address: 1400 E. Ash St.  
Globe, AZ 85501

**negative amounts are not to be used on this form**  
 (contact this Office for guidance regarding negative entries)

<u>DESCRIPTION</u>	<u>STATUTE (ARS #)</u>	<u>AMOUNT</u>
<b>FINES &amp; FEES</b>		
Confidential Inter Fund	08-135; 12-284.03A8	_____
Juvenile Family Counseling	08-263C	_____
Victim's Rights - Juvenile	08-418; 41-191.08	_____
AHCCCS	11-292	_____
JCEF-Filing Fees	12-284.03A7; 22-281C1; 22-404C1	_____
JCEF - Time Payment	12-116B	_____
JCEF - Diversion Fee	12-114	_____
JCEF- Probation Assessment	12-114.01	_____
DNA Penalty Assessment	12-116.01C, J	_____
Domestic Violence	12-284.03A2	_____
Drug Prevention Res Center	12-284.03; 41-2402H	_____
Child Abuse	12-284.03A3	_____
Sex Offender Assessment	13-3824	_____
Anti-Racketeering Fund	13-811B; 13-2314.01	_____
Drug & Gang Enforce Acct	13-811C; 41-2402	_____
Community Punishment		_____
Program Drug Fines	13-821; 12-299	_____
Citizens Clean Election Fund	16-949D; 16-954C	_____
Game & Fish - Wildlife	17-313A	_____
AZ Lengthy Trial Fund	21-222	_____
Alternative Dispute	22-281C2; 12-135;	_____
Resolution Fund	12-284.03A5	_____
Mining Fees	27-208D	<u>24.00</u>
Child Passenger Restraint	28-907C	_____
DPS - Civil Penalty	28-2533C; 28-4139	_____
DUI Abatement Fund	28-1304; 28-1382, 3	_____
Civil Penalties (Gen. Fund)	28-737; 28-876; 28-2416; 32-1166	_____
AZ Highway Fines (HURF)	28-5438F; 28-2533C	_____
Victim Comp/Assistance	31-411F; 31-466B	_____
Registrar of Contractors	32-1107; 32-1124	_____
MSEF Penalty Assessment	36-2219.01; 12-116.02F	_____
CJEF Penalty Assessment	41-2401; 12-116.01	_____
Arson Detection Reward Fund	41-2167	_____
FTG Penalty Assessment 7%	41-2421J; 12-116.01B	_____
Prison Const & Ops Fund	41-1651; 5-395.01A4	_____
Dept of Law - Crim. Cases	41-2421E4	_____
GIITEM	41-1724; 11-1051	_____

<u>DESCRIPTION</u>	<u>STATUTE (ARS #)</u>	<u>AMOUNT</u>
<b>FINES &amp; FEES (continued)</b>		
DUI, OUI Assessment	5-395.01; 5-396, 7; 28-1381-3;	_____
(public safety equip fund)	28-8284, 6-8; 14-1723	_____
FARE General Services Fee		_____
FARE Delinquent Fee		_____
FARE Special Collections Fee		_____
FARE Installment Fee		_____
Constable Ethics Fund	11-445 (80%)	_____
Constable Ethics Fund	11-445 (20%)	_____
Photo Enforcement Fee	41-1722	_____
Photo Enforcement Process Serving Fee		_____
<b>OTHER FINES &amp; FEES (describe and indicate ARS #)</b>		
_____	_____	_____
_____	_____	_____
<b>TAXES</b>		
Prior Year Real Property	42-208	_____
Personal Property	42-208	_____
County Education District	15-991.01A	_____
Property-Min School Tax	15-992B, C	_____
State Water Banking	48-3715.03; 45-2425	_____
C.A.W.C.D.	48-3715	_____
Groundwater Replenishment	48-3773.A3; 48-3772	_____
<b>OTHER TAXES (describe and indicate ARS #)</b>		
_____	_____	_____
_____	_____	_____
<b>90/10 REVENUE</b>		
Mobile Home Relocation	33-1476.03 (90%)	_____
Mobile Home/Ins. & Cost	33-1476.03 (10%)	_____
<b>TOTAL AMOUNT REMITTED:</b>		
By Check		_____
By Cr Advice (Wire)		_____
<b>TOTAL</b>		<u>24.00</u>

**NOTES:**

FOR STATE TREASURER USE ONLY

*Certain funds are required to be remitted to the State Treasurer directly, while others are to be remitted to other entities; i.e., county treasurer, city treasurer, etc. Only use this form to remit funds to the Arizona State Treasurer as required by Arizona Revised Statutes (A.R.S.). For all other remittances, please check with your city or county. Form TRE 102A is to be used by counties for required detailed information. Please keep a copy of this report for your records.*

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EP  
 N,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-  
 ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-  
 TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1  
 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$67.00)	\$4.00	\$0.00	(\$63.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$71.17)	\$46.80	(\$50.00)	(\$74.37)
ADOT	AZ DEPT OF TRANS	(\$273.00)	\$0.00	\$0.00	(\$273.00)
APS	APS/COPIES	(\$185.00)	\$0.00	\$0.00	(\$185.00)
APSR	APSR/RECORDINGS	(\$431.00)	\$52.00	\$0.00	(\$379.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	(\$204.00)	\$25.00	\$0.00	(\$179.00)
AWC	ARIZONA WATER COMPANY	(\$189.00)	\$0.00	\$0.00	(\$189.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(\$1,664.40)	\$32.00	\$0.00	(\$1,632.40)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$2,042.00)	\$0.00	\$0.00	(\$2,042.00)
CARD	Cardon Hiatt / The Vineyard Group	(\$105.00)	\$0.00	\$0.00	(\$105.00)
CRSI	Colorado Records Sooner Inc	(\$80.00)	\$0.00	\$0.00	(\$80.00)
CTS	COMPLETE TITLE SOLUTIONS	(\$16.00)	\$7.00	\$0.00	(\$9.00)
DS	DATA SERVICES	(\$1,000.00)	\$0.00	\$0.00	(\$1,000.00)
EPN	eRecording Partners Network	(\$1,000.00)	\$0.00	\$0.00	(\$1,000.00)
EQUIT	EQUITY SERVICES	(\$127.00)	\$5.00	\$0.00	(\$122.00)
EXCEL	EXCEL DOCUMENT SERVICES	(\$25.00)	\$0.00	\$0.00	(\$25.00)
FARES	CORELOGIC	(\$46.40)	\$190.00	(\$1,200.00)	(\$1,056.40)
FATM	FIRST AMERICAN MICROFICHE	(\$2,692.20)	\$258.60	\$0.00	(\$2,433.60)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$549.00)	\$0.00	\$0.00	(\$549.00)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(\$538.20)	\$95.00	\$0.00	(\$443.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$164.50	\$0.00	\$0.00	\$164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$104.00)	\$0.00	\$0.00	(\$104.00)
IMAPP	IMAPP , INC	(\$53.40)	\$0.00	\$0.00	(\$53.40)
INDECOMM	INDECOMM	(\$1,000.00)	\$63.00	(\$63.00)	(\$1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(\$20.00)	\$0.00	\$0.00	(\$20.00)
Ingeo	Ingeo - eRecording	(\$1,055.00)	\$669.00	(\$669.00)	(\$1,055.00)
IRS	INTERNAL REVENUE SERVICE	(\$82.00)	\$72.00	(\$72.00)	(\$82.00)
LA001	First American Title Lenders Advantage	(\$428.50)	\$0.00	\$0.00	(\$428.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$877.00)	\$0.00	\$0.00	(\$877.00)
NewAcct1	Applied Technology Resources Inc	(\$200.00)	\$0.00	\$0.00	(\$200.00)
NTC	NATIONWDE TITLE CLEARING	(\$991.00)	\$99.00	(\$99.00)	(\$991.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$6,646.00)	\$175.00	\$0.00	(\$6,471.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$2,811.00)	\$4,417.00	(\$7,000.00)	(\$5,394.00)
Public Works Floodplain	Gila County	(\$100.00)	\$0.00	\$0.00	(\$100.00)

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EP  
 N,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-  
 ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-  
 TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1  
 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
RSSI	RECORD SEARCHING SERVICES INC	(\$86.00)	\$52.00	\$0.00	(\$34.00)
RUI	RESEARCH UNLIMITED INC	(\$88.00)	\$0.00	\$0.00	(\$88.00)
simplifile	Simplifile - eRecording	(\$1,089.00)	\$2,941.00	(\$2,941.00)	(\$1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,100.20)	\$0.00	\$0.00	(\$1,100.20)
TD	Timely Documents	(\$100.00)	\$0.00	\$0.00	(\$100.00)
<b>Totals</b>		<b>(\$28,237.97)</b>	<b>\$9,203.40</b>	<b>(\$12,094.00)</b>	<b>(\$31,128.57)</b>

# Bank Deposit

From 09/01/2014 To 09/30/2014

Account	Date	Description	Debit	Credit	Bank Account
3733	Sep 30, 2014	previousday / 3768	\$305.00	\$305.00	Bank Account
3734	Sep 30, 2014	previousday / 3771	\$16.00	\$16.00	Bank Account
3779	Sep 25, 2014	previousday / 3814	\$8.00	\$8.00	Bank Account
3807	Sep 22, 2014	previousday / 3838	\$67.00	\$67.00	Bank Account
3808	Sep 19, 2014	previousday / 3839	\$0.00	\$0.00	Bank Account
3809	Sep 19, 2014	5_ReceiptStation1_Fri / 3748	\$7,257.00	\$7,257.00	Bank Account

Total	\$37,887.57	\$37,887.57	\$37,820.57
Non-Deposit Total	(\$13,114.40)	(\$13,114.40)	\$13,047.40
Deposit Total	\$24,773.17	\$24,773.17	
Total Till Over/Short			\$0.00

## Journal Activity

Account		Debits	Credits	Net
<b>Asset</b>				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$5,359.40	(\$8,250.00)	(\$2,890.60)
Cash	Cash/Check	\$24,773.17	\$0.00	\$24,773.17
D-1005-120-01-4612-003	Postage(deferred)	\$9.00	(\$9.00)	\$0.00
D-1005-120-01-4612-023	Recording Fee (deferred)	\$27.00	(\$27.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval(deferred)	\$36.00	(\$36.00)	\$0.00
ETransfer	Electronic Transfers	\$3,844.00	\$0.00	\$3,844.00
	<b>Total</b>	<b>\$34,048.57</b>	<b>(\$8,322.00)</b>	<b>\$25,726.57</b>
<b>Liability</b>				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$72.00	(\$72.00)	\$0.00
	<b>Total</b>	<b>\$72.00</b>	<b>(\$72.00)</b>	<b>\$0.00</b>
<b>Expense</b>				
	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Revenue</b>				
1005-120-01-4612-001	Copies	\$0.00	(\$442.30)	(\$442.30)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$63.00)	(\$63.00)
1005-120-01-4612-003	Postage	\$0.00	(\$722.40)	(\$722.40)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$404.00)	(\$404.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$66.00)	(\$66.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$39.00)	(\$39.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$48.00)	(\$48.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$8,400.50)	(\$8,400.50)
1005-120-01-4612-026	Refunds	\$0.00	(\$24.00)	(\$24.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,155.00)	(\$4,155.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$7.00)	(\$7.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$28.00)	(\$28.00)
7147-120-01-4612-013	Microfiche	\$0.00	(\$6.00)	(\$6.00)
7147-120-01-4612-018	Voter	\$0.00	(\$10,576.37)	(\$10,576.37)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$745.00)	(\$745.00)
eRecording	eRecording	\$3,772.00	(\$3,772.00)	\$0.00
	<b>Total</b>	<b>\$3,772.00</b>	<b>(\$29,498.57)</b>	<b>(\$25,726.57)</b>
	<b>Total</b>	<b>\$37,892.57</b>	<b>(\$37,892.57)</b>	<b>\$0.00</b>

## Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	\$24,773.17	\$0.00	\$24,773.17
	<b>Range Total</b>	<b>\$24,773.17</b>	<b>\$0.00</b>	<b>\$24,773.17</b>

# Bank Deposit

From 09/01/2014 To 09/30/2014

## Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,240.82	
Check	\$23,532.35	
<b>Total Deposit</b>	<b>\$24,773.17</b>	

## Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
3680	Sep 2, 2014	12_Payson_Tue / 3721	\$183.00	\$183.00		Bank Account
3681	Sep 3, 2014	3_ReceiptStation1_Wed / 3722	\$605.00	\$605.00		Bank Account
3682	Sep 3, 2014	13_Payson_Wed / 3723	\$93.00	\$93.00		Bank Account
3683	Sep 4, 2014	4_ReceiptStation1_Thu / 3725	\$477.00	\$477.00		Bank Account
3684	Sep 4, 2014	14_Payson_Thu / 3724	\$195.00	\$195.00		Bank Account
3685	Sep 5, 2014	15_Payson_Fri / 3727	\$278.00	\$278.00		Bank Account
3686	Sep 5, 2014	5_ReceiptStation1_Fri / 3726	\$440.00	\$440.00		Bank Account
3687	Sep 8, 2014	1_ReceiptStation1_Mon / 3729	\$628.00	\$628.00		Bank Account
3688	Sep 8, 2014	11_Payson_Mon / 3728	\$173.00	\$173.00		Bank Account
3689	Sep 9, 2014	2_ReceiptStation1_Tue / 3730	\$456.00	\$456.00		Bank Account
3690	Sep 9, 2014	12_Payson_Tue / 3731	\$134.00	\$134.00		Bank Account
3691	Sep 10, 2014	3_ReceiptStation1_Wed / 3732	\$734.00	\$734.00		Bank Account
3692	Sep 10, 2014	13_Payson_Wed / 3733	\$176.00	\$176.00		Bank Account
3693	Sep 11, 2014	4_ReceiptStation1_Thu / 3735	\$705.00	\$705.00		Bank Account
3694	Sep 11, 2014	14_Payson_Thu / 3734	\$89.00	\$89.00		Bank Account
3695	Sep 12, 2014	15_Payson_Fri / 3736	\$305.00	\$305.00		Bank Account
3697	Sep 12, 2014	5_ReceiptStation1_Fri / 3737	\$546.00	\$546.00		Bank Account
3698	Sep 12, 2014	previousday / 3738	\$228.60	\$228.60		Bank Account
3699	Sep 12, 2014	previousday / 3739	\$95.00	\$95.00		Bank Account
3700	Sep 15, 2014	1_ReceiptStation1_Mon / 3740	\$1,474.00	\$1,474.00		Bank Account
3701	Sep 15, 2014	11_Payson_Mon / 3741	\$443.00	\$443.00		Bank Account
3702	Sep 16, 2014	2_ReceiptStation1_Tue / 3743	\$827.00	\$827.00		Bank Account
3703	Sep 16, 2014	12_Payson_Tue / 3742	\$112.00	\$112.00		Bank Account
3704	Sep 17, 2014	3_ReceiptStation1_Wed / 3745	\$201.00	\$201.00		Bank Account
3705	Sep 17, 2014	13_Payson_Wed / 3744	\$200.00	\$200.00		Bank Account
3706	Sep 18, 2014	4_ReceiptStation1_Thu / 3747	\$525.00	\$525.00		Bank Account
3707	Sep 18, 2014	14_Payson_Thu / 3746	\$121.00	\$121.00		Bank Account
3708	Sep 19, 2014	15_Payson_Fri / 3749	\$431.00	\$431.00		Bank Account
3710	Sep 22, 2014	1_ReceiptStation1_Mon / 3750	\$853.00	\$853.00	\$786.00	Bank Account
3711	Sep 22, 2014	11_Payson_Mon / 3751	\$148.00	\$148.00		Bank Account
3714	Sep 23, 2014	2_ReceiptStation1_Tue / 3753	\$771.30	\$771.30		Bank Account
3715	Sep 23, 2014	12_Payson_Tue / 3754	\$248.00	\$248.00		Bank Account
3720	Sep 24, 2014	previousday / 3758	\$0.00	\$0.00		Bank Account
3722	Sep 24, 2014	3_ReceiptStation1_Wed / 3755	\$668.00	\$668.00		Bank Account
3723	Sep 24, 2014	13_Payson_Wed / 3756	\$210.00	\$210.00		Bank Account
3724	Sep 25, 2014	4_ReceiptStation1_Thu / 3761	\$509.50	\$509.50		Bank Account
3725	Sep 25, 2014	14_Payson_Thu / 3760	\$156.00	\$156.00		Bank Account
3726	Sep 26, 2014	5_ReceiptStation1_Fri / 3763	\$677.00	\$677.00		Bank Account
3727	Sep 26, 2014	15_Payson_Fri / 3762	\$263.00	\$263.00		Bank Account
3728	Sep 29, 2014	1_ReceiptStation1_Mon / 3764	\$11,298.35	\$11,298.35		Bank Account
3729	Sep 29, 2014	11_Payson_Mon / 3765	\$261.02	\$261.02		Bank Account
3730	Sep 2, 2014	2_ReceiptStation1_Tue / 3720	\$1,839.00	\$1,839.00		Bank Account
3731	Sep 30, 2014	12_Payson_Tue / 3766	\$546.00	\$546.00		Bank Account
3732	Sep 30, 2014	2_ReceiptStation1_Tue / 3767	\$911.80	\$911.80		Bank Account

ALTA LAND SURVEY

344 E. 4TH ST.  
BENSON, AZ 85602  
520-720-6476

WELLS FARGO BANK, N.A.  
ARIZONA  
WELLSFARGO.COM

91-527/1221

1386

8/7/2014

PAY TO THE  
ORDER OF Gila County Recorders Office

\$\*\*288.00

Two Hundred Eighty-Eight and 00/100\*\*\*\*\*

DOLLARS

Gila County Recorders Office  
1400 East Ash St  
Globe, Az 85501

*Donald J. Looe*  
AUTHORIZED SIGNATURE

MEMO: Record for Arizona Water Co 12@ \$24 each

⑈001386⑈ ⑆122105278⑆5686622118⑈

Gila County AZ  
Sadie Jo Tomerlin, Recorder  
1400 East Ash  
Globe Arizona 85501

Receipt: 14-6235

Product	Name	Extended
SURV	Survey Map	\$24.00
	Document # 2014-009019, Document Info: ALTA LAND SURVEY INC. # Fee Pages 1	
SURV	Survey Map	\$24.00
	Document # 2014-009020, Document Info: ALTA LAND SURVEY INC. # Fee Pages 1	
SURV	Survey Map	\$24.00
	Document # 2014-009021, Document Info: ALTA LAND SURVEY INC. # Fee Pages 1	
SURV	Survey Map	\$72.00
	Document # 2014-009022, Document Info: ALTA LAND SURVEY INC. # Fee Pages 3	
SURV	Survey Map	\$24.00
	Document # 2014-009023, Document Info: ALTA LAND SURVEY INC. # Fee Pages 1	
SURV	Survey Map	\$24.00
	Document # 2014-009024, Document Info: ALTA LAND SURVEY INC. # Fee Pages 1	
SURV	Survey Map	\$24.00
	Document # 2014-009025, Document Info: ALTA LAND SURVEY INC. # Fee Pages 1	
SURV	Survey Map	\$24.00
	Document # 2014-009026, Document Info: ALTA LAND SURVEY INC. # Fee Pages 1	
SURV	Survey Map	\$24.00
	Document # 2014-009027, Document Info: ALTA LAND SURVEY INC. # Fee Pages 1	
REFUNDOVER	Refund/over	\$24.00
	Amt of Overage: \$24.00, Return Customer Credit Advance Amount \$0.00, Refund of Misc \$0.00	
<b>Total</b>		<b>\$288.00</b>
Tender (Check)		\$288.00
Check# 1386, Paid By ALTA LAND SURVEY		

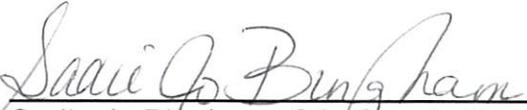
Thank You!



## GILA COUNTY RECORDER

### REPORT FOR THE MONTH OF OCTOBER 2014

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

  
Sadie Jo Bingham, Gila County Recorder



## GILA COUNTY RECORDER

Report for October 2014

SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$4,606.00	\$0.00	\$4,606.00	
	PAID OUT OF SUSPENSE ACCT	\$0.00	\$9,451.00	\$9,451.00	
	RECORDING FEES	\$9,465.20	\$0.00	\$9,465.20	
	REFUNDS- EXCESS FEES	\$0.00	\$15.00	\$15.00	
	INTEREST PD TO ACCT	\$0.56	\$0.00	\$0.56	
Staled Checks		\$0.00	\$0.00	\$0.00	
<b>TOTAL 1005 FUNDS</b>		<b>\$14,071.76</b>	<b>\$9,466.00</b>	<b>\$4,605.76</b>	
<b>SECTION II</b>					
	7145 FUND (RECORDER)	\$4,099.50	\$0.00	\$4,099.50	
	7146 FUND (MINING - 80% STATE TREAS)	\$8.00	\$8.00	\$0.00	
	7146 FUND (MINING - 20% RECORDER)	\$2.00	\$0.00	\$2.00	
	7147 FUND (COMPUTER SVCS)	\$2,714.50	\$0.00	\$2,714.50	
<b>TOTAL SEC II FUNDS</b>		<b>\$6,824.00</b>	<b>\$8.00</b>	<b>\$6,816.00</b>	
<b>COMBINED TOTALS - TOTAL FEES COLLECTED</b>		<b>\$20,895.76</b>	<b>\$9,474.00</b>	<b>\$11,421.76</b>	

# Bank Deposit

From 10/01/2014 To 10/31/2014

Account	Date	Description	Debit	Credit	Account
3783	Oct 31, 2014	5_ReceiptStation1_Fri / 3815	\$802.15	\$802.15	Bank Account
3784	Oct 31, 2014	15_Payson_Fri / 3816	\$540.00	\$540.00	Bank Account
3789	Oct 31, 2014	previousday / 3821	\$190.00	\$190.00	Bank Account
3790	Oct 31, 2014	previousday / 3822	\$161.00	\$161.00	Bank Account
3810	Oct 30, 2014	previousday / 3840	\$8.00	\$8.00	Bank Account

Total	\$20,895.20	\$20,895.20
Non-Deposit Total (\$13,857.40)	(\$13,857.40)	
<b>Deposit Total</b>	<b>\$7,037.80</b>	<b>\$7,037.80</b>
Total Till Over/Short		\$0.00

## Journal Activity

Account	Asset	Debits	Credits	Net
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$5,045.40	(\$200.00)	\$4,845.40
Cash	Cash/Check	\$7,037.80	\$0.00	\$7,037.80
D-1005-120-01-4612-003	Postage(deferred)	\$4.00	(\$4.00)	\$0.00
D-1005-120-01-4612-023	Recording Fee(deferred)	\$12.00	(\$12.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval(deferred)	\$16.00	(\$16.00)	\$0.00
ETransfer	Electronic Transfers	\$4,406.00	\$0.00	\$4,406.00
	<b>Total</b>	<b>\$16,521.20</b>	<b>(\$232.00)</b>	<b>\$16,289.20</b>
<b>Liability</b>				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$32.00	(\$32.00)	\$0.00
	<b>Total</b>	<b>\$32.00</b>	<b>(\$32.00)</b>	<b>\$0.00</b>
<b>Expense</b>				
	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Revenue</b>				
1005-120-01-4612-001	Copies	\$0.00	(\$637.30)	(\$637.30)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$66.00)	(\$66.00)
1005-120-01-4612-003	Postage	\$0.00	(\$680.40)	(\$680.40)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$356.00)	(\$356.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$84.00)	(\$84.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$16.00)	(\$16.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$29.00)	(\$29.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$7,581.50)	(\$7,581.50)
1005-120-01-4612-026	Refunds	\$0.00	(\$15.00)	(\$15.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,099.50)	(\$4,099.50)
7146-120-01-4612	Mining Fees	\$0.00	(\$2.00)	(\$2.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$8.00)	(\$8.00)
7147-120-01-4612-018	Voter	\$0.00	(\$1,874.50)	(\$1,874.50)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$840.00)	(\$840.00)
eRecording	eRecording	\$4,374.00	(\$4,374.00)	\$0.00
	<b>Total</b>	<b>\$4,374.00</b>	<b>(\$20,663.20)</b>	<b>(\$16,289.20)</b>
	<b>Total</b>	<b>\$20,927.20</b>	<b>(\$20,927.20)</b>	<b>\$0.00</b>

## Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	\$7,037.80	\$0.00	\$7,037.80
	<b>Range Total</b>	<b>\$7,037.80</b>	<b>\$0.00</b>	<b>\$7,037.80</b>

# Bank Deposit

From 10/01/2014 To 10/31/2014

## Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,583.30	
Check	\$5,454.50	
<b>Total Deposit</b>	<b>\$7,037.80</b>	

## Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
3735	Oct 1, 2014	3_ReceiptStation1_Wed / 3769	\$644.30	\$644.30		Bank Account
3736	Oct 1, 2014	13_Payson_Wed / 3770	\$78.00	\$78.00		Bank Account
3737	Oct 2, 2014	14_Payson_Thu / 3772	\$197.00	\$197.00		Bank Account
3738	Oct 2, 2014	4_ReceiptStation1_Thu / 3773	\$809.00	\$809.00		Bank Account
3739	Oct 3, 2014	15_Payson_Fri / 3775	\$195.00	\$195.00		Bank Account
3740	Oct 3, 2014	5_ReceiptStation1_Fri / 3774	\$752.00	\$752.00		Bank Account
3741	Oct 6, 2014	11_Payson_Mon / 3777	\$278.00	\$278.00		Bank Account
3742	Oct 6, 2014	1_ReceiptStation1_Mon / 3776	\$960.00	\$960.00		Bank Account
3743	Oct 7, 2014	12_Payson_Tue / 3778	\$147.00	\$147.00		Bank Account
3744	Oct 7, 2014	2_ReceiptStation1_Tue / 3779	\$511.00	\$511.00		Bank Account
3745	Oct 8, 2014	3_ReceiptStation1_Wed / 3780	\$673.00	\$673.00		Bank Account
3746	Oct 9, 2014	4_ReceiptStation1_Thu / 3781	\$249.00	\$249.00		Bank Account
3747	Oct 9, 2014	14_Payson_Thu / 3782	\$150.00	\$150.00		Bank Account
3748	Oct 10, 2014	5_ReceiptStation1_Fri / 3783	\$2,456.35	\$2,456.35		Bank Account
3749	Oct 10, 2014	15_Payson_Fri / 3784	\$290.00	\$290.00		Bank Account
3750	Oct 13, 2014	1_ReceiptStation1_Mon / 3785	\$864.60	\$864.60		Bank Account
3751	Oct 13, 2014	11_Payson_Mon / 3786	\$0.00	\$0.00		Bank Account
3752	Oct 14, 2014	12_Payson_Tue / 3787	\$223.00	\$223.00		Bank Account
3753	Oct 14, 2014	2_ReceiptStation1_Tue / 3788	\$573.00	\$573.00		Bank Account
3754	Oct 15, 2014	13_Payson_Wed / 3789	\$329.00	\$329.00		Bank Account
3755	Oct 15, 2014	3_ReceiptStation1_Wed / 3790	\$582.00	\$582.00		Bank Account
3756	Oct 16, 2014	14_Payson_Thu / 3792	\$119.00	\$119.00		Bank Account
3757	Oct 16, 2014	4_ReceiptStation1_Thu / 3791	\$270.00	\$270.00		Bank Account
3758	Oct 17, 2014	5_ReceiptStation1_Fri / 3793	\$780.00	\$780.00		Bank Account
3759	Oct 17, 2014	15_Payson_Fri / 3794	\$368.00	\$368.00		Bank Account
3760	Oct 20, 2014	1_ReceiptStation1_Mon / 3796	\$828.00	\$828.00		Bank Account
3761	Oct 20, 2014	11_Payson_Mon / 3795	\$202.00	\$202.00		Bank Account
3762	Oct 21, 2014	12_Payson_Tue / 3797	\$154.00	\$154.00		Bank Account
3765	Oct 21, 2014	2_ReceiptStation1_Tue / 3798	\$536.00	\$536.00		Bank Account
3766	Oct 22, 2014	13_Payson_Wed / 3799	\$135.00	\$135.00		Bank Account
3767	Oct 22, 2014	3_ReceiptStation1_Wed / 3800	\$385.00	\$385.00		Bank Account
3768	Oct 22, 2014	3_ReceiptStation1_Wed / 3801	\$0.00	\$0.00		Bank Account
3769	Oct 23, 2014	14_Payson_Thu / 3803	\$169.00	\$169.00		Bank Account
3770	Oct 23, 2014	4_ReceiptStation1_Thu / 3802	\$299.00	\$299.00		Bank Account
3771	Oct 24, 2014	5_ReceiptStation1_Fri / 3804	\$453.00	\$453.00		Bank Account
3772	Oct 24, 2014	15_Payson_Fri / 3805	\$256.00	\$256.00		Bank Account
3773	Oct 27, 2014	11_Payson_Mon / 3806	\$323.00	\$323.00		Bank Account
3774	Oct 27, 2014	1_ReceiptStation1_Mon / 3807	\$659.00	\$659.00		Bank Account
3775	Oct 28, 2014	12_Payson_Tue / 3808	\$155.00	\$155.00		Bank Account
3776	Oct 28, 2014	2_ReceiptStation1_Tue / 3809	\$486.00	\$486.00		Bank Account
3777	Oct 29, 2014	13_Payson_Wed / 3811	\$186.00	\$186.00		Bank Account
3778	Oct 29, 2014	3_ReceiptStation1_Wed / 3810	\$804.80	\$804.80		Bank Account
3781	Oct 30, 2014	4_ReceiptStation1_Thu / 3812	\$519.00	\$519.00		Bank Account
3782	Oct 30, 2014	14_Payson_Thu / 3813	\$146.00	\$146.00		Bank Account

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EP  
 N,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-  
 ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-  
 TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1  
 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$63.00)	\$3.00	\$0.00	(\$60.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$74.37)	\$46.80	\$0.00	(\$27.57)
ADOT	AZ DEPT OF TRANS	(\$273.00)	\$0.00	\$0.00	(\$273.00)
APS	APS/COPIES	(\$185.00)	\$0.00	\$0.00	(\$185.00)
APSR	APSR/RECORDINGS	(\$379.00)	\$0.00	\$0.00	(\$379.00)
ARARS	AZ RESEARCH & AMP RETRIEVAL SVCS	(\$179.00)	\$46.00	\$0.00	(\$133.00)
AWC	ARIZONA WATER COMPANY	(\$189.00)	\$0.00	\$0.00	(\$189.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(\$1,632.40)	\$8.00	\$0.00	(\$1,624.40)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$2,042.00)	\$0.00	\$0.00	(\$2,042.00)
CARD	Cardon Hiatt / The Vineyrd Group	(\$105.00)	\$0.00	\$0.00	(\$105.00)
CRSI	Colorado Records Sooner Inc	(\$80.00)	\$0.00	\$0.00	(\$80.00)
CTS	COMPLETE TITLE SOLUTIONS	(\$9.00)	\$0.00	\$0.00	(\$9.00)
DS	DATA SERVICES	(\$1,000.00)	\$0.00	\$0.00	(\$1,000.00)
EPN	eRecording Partners Network	(\$1,000.00)	\$0.00	\$0.00	(\$1,000.00)
EQUIT	EQUITY SERVICES	(\$122.00)	\$0.00	\$0.00	(\$122.00)
EXCEL	EXCEL DOCUMENT SERVICES	(\$25.00)	\$0.00	\$0.00	(\$25.00)
FARES	CORELOGIC	(\$1,056.40)	\$190.00	\$0.00	(\$866.40)
FATM	FIRST AMERICAN MICROFICHE	(\$2,433.60)	\$258.60	\$0.00	(\$2,175.00)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$549.00)	\$0.00	\$0.00	(\$549.00)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(\$443.20)	\$190.00	\$0.00	(\$253.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$164.50	\$0.00	\$0.00	\$164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$104.00)	\$0.00	\$0.00	(\$104.00)
IMAPP	IMAPP , INC	(\$53.40)	\$0.00	\$0.00	(\$53.40)
INDECOMM	INDECOMM	(\$1,000.00)	\$93.00	(\$93.00)	(\$1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(\$20.00)	\$0.00	\$0.00	(\$20.00)
Ingeo	Ingeo - eRecording	(\$1,055.00)	\$724.00	(\$724.00)	(\$1,055.00)
IRS	INTERNAL REVENUE SERVICE	(\$82.00)	\$32.00	(\$32.00)	(\$82.00)
LA001	First American Title Lenders Advantage	(\$428.50)	\$0.00	\$0.00	(\$428.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$877.00)	\$0.00	\$0.00	(\$877.00)
NewAcct1	Applied Technology Resources Inc	(\$200.00)	\$0.00	\$0.00	(\$200.00)
NTC	NATIONWIDE TITLE CLEARING	(\$991.00)	\$36.00	(\$36.00)	(\$991.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$6,471.00)	\$175.00	\$0.00	(\$6,296.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$5,394.00)	\$4,101.00	\$0.00	(\$1,293.00)
Public Works Floodplain	Gila County	(\$100.00)	\$0.00	\$0.00	(\$100.00)

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EP  
 N,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-  
 ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-  
 TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1  
 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
RSSI	RECORD SEARCHING SERVICES INC	(\$34.00)	\$27.00	(\$200.00)	(\$207.00)
RUI	RESEARCH UNLIMITED INC	(\$88.00)	\$0.00	\$0.00	(\$88.00)
simplifile	Simplifile - eRecording	(\$1,089.00)	\$3,521.00	(\$3,521.00)	(\$1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,100.20)	\$0.00	\$0.00	(\$1,100.20)
TD	Timely Documents	(\$100.00)	\$0.00	\$0.00	(\$100.00)
<b>Totals</b>		<b>(\$31,128.57)</b>	<b>\$9,451.40</b>	<b>(\$4,606.00)</b>	<b>(\$26,283.17)</b>

Sadie Bingham  
Gila County Recorder

## New Fiscal Year Form

FY		2014-2015				
Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	988	3,620.50	12,426.93	770.00	6.00	16,823.43
Aug	1,079	4,011.50	10,867.54	920.00	12.00	15,811.04
Sept	1,117	4,155.00	13,076.35	11,327.37	7.00	28,565.72
Oct	1,096	4,099.50	4,605.76	2,714.50	2.00	11,421.76
Nov						0.00
Dec						0.00
Jan						0.00
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
<b>Total</b>	<b>4,280</b>	<b>15,887</b>	<b>40,976.58</b>	<b>15,731.87</b>	<b>27.00</b>	<b>72,621.95</b>
<b>Fiscal Year All Monies</b>		<b>72,621.95</b>				



**ARIZONA STATE TREASURER'S OFFICE**  
 1700 West Washington, Phoenix, Arizona 85007-2812  
 (602) 604-7800 FAX: (602) 542-7176

**STATE REMITTANCE REPORT**

Report Period: October 2014  
 Date: 12 / 03 / 14  
 Depositor Code #: 5393

Prepared By: K. Straton  
 Title: Chief Deputy Recorder  
 Phone #: 928-402-8734

Depositor Name: Gila County Recorder  
 Address: 1400 E. Ash St.  
Globe, AZ 85501

**negative amounts are not to be used on this form**  
 (contact this Office for guidance regarding negative entries)

<u>DESCRIPTION</u>	<u>STATUTE (ARS #)</u>	<u>AMOUNT</u>
<b>FINES &amp; FEES</b>		
Confidential Inter Fund	08-135; 12-284.03A8	_____
Juvenile Family Counseling	08-263C	_____
Victim's Rights - Juvenile	08-418; 41-191.08	_____
AHCCCS	11-292	_____
JCEF-Filing Fees	12-284.03A7; 22-281C1;	_____
	22-404C1	_____
JCEF - Time Payment	12-116B	_____
JCEF - Diversion Fee	12-114	_____
JCEF- Probation Assessment	12-114.01	_____
DNA Penalty Assessment	12-116.01C, J	_____
Domestic Violence	12-284.03A2	_____
Drug Prevention Res Center	12-284.03; 41-2402H	_____
Child Abuse	12-284.03A3	_____
Sex Offender Assessment	13-3824	_____
Anti-Racketeering Fund	13-811B; 13-2314.01	_____
Drug & Gang Enforce Acct	13-811C; 41-2402	_____
Community Punishment		_____
Program Drug Fines	13-821; 12-299	_____
Citizens Clean Election Fund	16-949D; 16-954C	_____
Game & Fish - Wildlife	17-313A	_____
AZ Lengthy Trial Fund	21-222	_____
Alternative Dispute	22-281C2; 12-135;	_____
Resolution Fund	12-284.03A5	_____
Mining Fees	27-208D	<u>8.00</u>
Child Passenger Restraint	28-907C	_____
DPS - Civil Penalty	28-2533C; 28-4139	_____
DUI Abatement Fund	28-1304; 28-1382, 3	_____
Civil Penalties (Gen. Fund)	28-737; 28-876; 28-2416;	_____
	32-1166	_____
AZ Highway Fines (HURF)	28-5438F; 28-2533C	_____
Victim Comp/Assistance	31-411F; 31-466B	_____
Registrar of Contractors	32-1107; 32-1124	_____
MSEF Penalty Assessment	36-2219.01; 12-116.02F	_____
CJEF Penalty Assessment	41-2401; 12-116.01	_____
Arson Detection Reward Fund	41-2167	_____
FTG Penalty Assessment 7%	41-2421J; 12-116.01B	_____
Prison Const & Ops Fund	41-1651; 5-395.01A4	_____
Dept of Law - Crim. Cases	41-2421E4	_____
GIITEM	41-1724; 11-1051	_____

<u>DESCRIPTION</u>	<u>STATUTE (ARS #)</u>	<u>AMOUNT</u>
<b>FINES &amp; FEES (continued)</b>		
DUI, OUI Assessment	5-395.01; 5-396, 7; 28-1381-3;	_____
(public safety equip fund)	28-8284, 6-8; 14-1723	_____
FARE General Services Fee		_____
FARE Delinquent Fee		_____
FARE Special Collections Fee		_____
FARE Installment Fee		_____
Constable Ethics Fund	11-445 (80%)	_____
Constable Ethics Fund	11-445 (20%)	_____
Photo Enforcement Fee	41-1722	_____
Photo Enforcement Process Serving Fee		_____
<b>OTHER FINES &amp; FEES (describe and indicate ARS #)</b>		
_____	_____	_____
_____	_____	_____
<b>TAXES</b>		
Prior Year Real Property	42-208	_____
Personal Property	42-208	_____
County Education District	15-991.01A	_____
Property-Min School Tax	15-992B, C	_____
State Water Banking	48-3715.03; 45-2425	_____
C.A.W.C.D.	48-3715	_____
Groundwater Replenishment	48-3773.A3; 48-3772	_____
<b>OTHER TAXES (describe and indicate ARS #)</b>		
_____	_____	_____
_____	_____	_____
<b>90/10 REVENUE</b>		
Mobile Home Relocation	33-1476.03 (90%)	_____
Mobile Home/Ins. & Cost	33-1476.03 (10%)	_____
<b>TOTAL AMOUNT REMITTED:</b>		
By Check	_____	_____
By Cr Advice (Wire)	_____	_____
<b>TOTAL</b>		<u>8.00</u>

**NOTES:**

*Certain funds are required to be remitted to the State Treasurer directly, while others are to be remitted to other entities; i.e., county treasurer, city treasurer, etc. Only use this form to remit funds to the Arizona State Treasurer as required by Arizona Revised Statutes (A.R.S.). For all other remittances, please check with your city or county. Form TRE 102A is to be used by counties for required detailed information. Please keep a copy of this report for your records.*

FOR STATE TREASURER USE ONLY

**ARF-2934**

**Consent Agenda Item 5. H.**

**Regular BOS Meeting**

**Meeting Date:** 12/16/2014

**Reporting Period:** November 25, 2014

**Submitted For:** Marian Sheppard

**Submitted By:** Laurie Kline, Deputy Clerk, Clerk of the Board of Supervisors

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**Information**

**Subject**

November 25, 2014, Board of Supervisors' Regular Meeting minutes.

**Suggested Motion**

Approval of the November 25, 2014, Board of Supervisors' Regular Meeting minutes.

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**Attachments**

BOS 11-25-14 Meeting Minutes

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**BOARD OF SUPERVISORS MINUTES  
GILA COUNTY, ARIZONA**

Date: November 25, 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

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

**Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE**

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Shelly McPherson led the Pledge of Allegiance.

**Item 2 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to adopt Resolution No. 14-11-03 approving the extinguishment of that easement described in Fee No. 2010-007233 and shown on Record of Survey Map No. 3868, Gila County Records, Gila County, AZ.**

Steve Sanders, Public Works Division Deputy Director, stated that the Cobre Valley Regional Medical Center (CVRMC) is seeking to expand its facility and has requested that the existing easement described above be extinguished by the County. He stated that BHP Copper Company (BHP) uses this easement to access its property known as the Solitude Tailings area. Salt River Project (SRP) has submitted a letter stating that SRP has no objection to the continued use of the easement by BHP to access their property, so long as it does not interfere with the operation and maintenance of the SRP transmission line. Mr. Sanders stated that it is in the best interest of the County to extinguish the easement since BHP is agreeing to the extinguishment of the easement. Bryan Chambers, Deputy County Attorney/Civil Bureau Chief, conceded that it would be prudent to attach the letters from CVRMC and SRP to the resolution. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board

unanimously adopted Resolution 14-11-03. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**B. Information/Discussion regarding advance authorization for staff to advertise various Invitation for Bids in the local newspaper for construction projects directly related to the Copper Administration Building project, thereby saving time and allowing a more accurate window for scheduling the projects. (A list of projects is attached to this agenda item.)**

Don McDaniel, County Manager, stated that this project has been approved by the Board of Supervisors in order to move all employees from rented office space into County-owned buildings. The project is progressing and further details will be presented to the Board as well as the financing details portion of the project as follows:

Steve Stratton, Public Works Division Director, introduced Michael Gillette, Construction Project Manager, and stated that he will oversee the projects that are estimated to be under \$50,000 and will be handled by informal bidding. The projects that are estimated to be over \$50,000 will consist of formal bids and require Board approval before they can be completed. He then provided a breakdown of the Copper Administration Building construction projects as follows:

Construction Projects - Estimated to be over \$50,000

Walls & Shotcrete

Parking Lot Paving-Concrete Roof

Building Remodel

Americans with Disabilities Act (ADA) Ramps, Sidewalk, Stucco

Construction Projects - Estimated to be under \$50,000

Fire Line - to be done in 2 phases

- 1st Phase will run fire line from tap to hydrant

- 2nd Phase will run fire line from hydrant to building Fire Line Tap - to be performed by the City of Globe Upper Sidewalk, Handrail and Road

Realignment

Fuel Tank Relocation Fuel Island - Concrete Fuel Island Utilities, Signing and Striping, Seamless Rain Gutters

Fencing around the 9-1-1 center area may be eliminated and replaced with a controlled access gate with an entry buzzer.

Tie-in Site Utilities (Sewer, Water, Communication)

Vice-Chairman Martin stated that covered stairs and ramps from the parking area up to the next level of the Courthouse should be constructed in the beginning, and she inquired if there should be this type of connectivity to the

juvenile facility as well. Mr. Stratton replied that there were not going to be ramps installed at this time due to ADA compliance issues. He added that other options are being considered to pass through the area such as using a golf cart which could be used for mail delivery. Vice-Chairman Martin directed Mr. Stratton to acquire a bid for the anticipated expense to build a ramp and stairs to/from the proposed location for the juvenile facility.

Supervisor Marcanti recommended that any Invitation for Bids related to the Copper Administration Building be advertised in the Payson Roundup newspaper in addition to the Arizona Silver Belt, which is the official newspaper for the County advertising needs for 2014 and 2015. Jeff Hessenius, Finance Division Director, replied that the Finance Division would comply by advertising in the Payson Roundup as well as the Arizona Silver Belt for any projects related to the Copper Administration Building.

Mr. Hessenius explained that the financing for this project is suggested to be done through the private placement of bonds and facilitated through a financial advisory firm to complete the transaction. A requirement of this process is to publish a public hearing notice regarding this transaction which will be posted on the Gila County website and 15 days subsequent to that posting, a public hearing will be held by the Board of Supervisors to discuss the financing of the project. He added that the financing would be secured with sales excise tax revenue.

Supervisor Marcanti inquired as to the amount that the County will be charged to use this financial advisory firm. The cost will be 10% of the amount borrowed to use this firm. In addition, Mr. Hessenius advised that the County will pay approximately 1.5-2.5% of the cost of the project over a 5-year term.

**Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were no comments from the public.

**Item 4 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.**

Each Board member presented information on current events.

There being no further business to come before the Board of Supervisors,  
Chairman Pastor adjourned the meeting at 10:55 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

**ARF-2908**

**Consent Agenda Item 5. I.**

**Regular BOS Meeting**

**Meeting Date:** 12/16/2014

**Reporting Period:** November 21, 2014; and November 28, 2014

**Submitted For:** Jeffrey Hassenius, Finance Director

**Submitted By:** Jeannie Sgroi, Contracts Administrator, Finance Division

**Submitted By:** Jeannie Sgroi, Contracts Administrator, Finance Division

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**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Week Ending 11-21-14; and 11-28-14.

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of November 17, 2014, to November 21, 2014; and November 24, 2014 to November 28, 2014.

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**Attachments**

Reports for County Manager Approved Contracts Under \$50,000 for Week Ending 11-21-14; and 11-28-14

Service Agreement No. 102414-1 with North Mechanical

Service Agreement No. 110314-2 with Antelman & Associates

Maintenance Agreement with Konica Minolta

Professional Services Contract No. 111814 with LeCroy and Milligan Associates, Inc.

Professional Services Agreement No 030714 with Laboratory Corp. of America

Commercial Service Order & Agreement with Suddenlink

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**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**

**November 17, 2014 to November 21, 2014**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
102414-1 North Mechanical, LLC	Service Agreement No. 102414-1 HVAC Repair and Maintenance Northern Gila County	Not to exceed \$4,000.00	11-19-14 to 11-18- 15	11-19-14	Option to renew for two additional one year periods	Facilities wants a blanket Purchase Order with an HVAC company that can respond to heating and cooling problems in Northern Gila County in a timely manner.
110314-2 Antelman & Associates, Inc.	Service Agreement No. 110314-2 Commercial Appraisal for Occupied Site at 1309 S. South Street in Globe, AZ	\$1,450.00	11-19-14 to 12-31- 14	11-19-14	Expires	Contractor will perform a commercial property appraisal on the following: Parcel 205-14-031-1309 S. South Street in Globe.
10i-KMBS-0127 Konica-Minolta Business Solutions	Service & Maintenance Agreement for new copier for Sheriff's Records Office in Payson, AZ	\$63.44 month \$761.25 annual Plus \$0.2720 per color copy	36 months from date of delivery	11-19-14	Expires	Service and maintenance agreement for new copier for the Sheriff's Office Records Payson Admin.
10i-KMBS-0127 Konica-Minolta Business Solutions	Service & Maintenance Agreement for new copier for Sheriff's Records Office in Globe, AZ	\$63.44 month \$761.25 annual Plus \$0.2720 per color copy	36 months from date of delivery	11-19-14	Expires	Service and maintenance agreement for new copier for the Sheriff's Office Records Globe Admin.
10i-KMBS-0127 Konica-Minolta Business Solutions	Service & Maintenance Agreement for new copier for Sheriff's Globe Task Force	\$27.30 month \$327.60 annual Plus \$0.05020 per color copy	36 months from date of delivery	11-19-14	Expires	Service and maintenance agreement for new copier for the Sheriff's Office Globe Task Force.

**November 17, 2014 to November 21, 2014**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
10i-KMBS-0127 Konica-Minolta Business Solutions	Service & Maintenance Agreement for new copier for Sheriff's Payson Task Force	\$27.30 month \$327.60 annual Plus \$0.05020 per color copy	36 months from date of delivery	11-19-14	Expires	Service and maintenance agreement for new copier for the Sheriff's Office Payson Task Force.

**November 24, 2014 to November 28, 2014**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
111814 LeCroy & Milligan Associates, Inc.	Professional Consulting Services Contract No. 111814 Limited Process & Outcome Evaluation for Substance Use/Abuse Programs for Juveniles	\$9,000.00	11-25-14 to completion of deliverables as identified in the Scope of Work	11-25-14	Expires	As part of a program funded by SAMHSA Grant Award #1H79T1025497-01, a PhD level evaluator is needed to collect and analyze data and make recommendations to improve process and/or program.
030714 Laboratory Corporation of America	Professional Services Agreement No. 030714 HIV Care & Services	Not to exceed \$5,000.00	04-01-14 to 03-31-15	11-25-14	Option to renew for five one year periods	Contractor will provide laboratory testing for HIV Care and Services. Staff has been trying to get this contract signed by LabCorp since March 2014. Since LabCorp is so huge, it took some time to get to the authorized people to execute the contract.
100-5205252-01 Suddenlink	Commercial Service Order and Agreement	\$8,400.00	Begins on date service commences and runs for one year	11-25-14	Option to renew for three one year periods	Suddenlink currently provides a 5MB point to point fiber connection between the 260 Admin Building in Payson and the Sheriff's Office on Main Street in Payson. This contract renewal will increase that bandwidth and reduce the monthly cost associated with it.

Tommie C. Martin, District I  
610 E. Highway 260 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

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



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

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

Jeff Hessenius, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 102414-1**  
**HVAC REPAIR AND MAINTENANCE**  
**NORTHERN GILA COUNTY**

**THIS AGREEMENT**, made and entered into this 19<sup>th</sup> day of NOVEMBER, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and North Mechanical, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Department** or designee.

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 102414-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 102414-1** 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 102414-1**, 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.

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

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

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

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

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

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

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

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

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

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

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

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

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

**ARTICLE 6 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

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

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

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

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

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

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

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the option to renew the contract for two (2) additional one (1) year periods upon agreement of both parties.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$4,000.00 for service and repairs, *if required during the term of this contract*, for a total blanket Purchase Order amount not to exceed \$4,000.00.

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. 102414-1 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: 11/19/14

NORTH MECHANICAL LLC

  
\_\_\_\_\_  
Signature

DARIN B. North  
\_\_\_\_\_  
Print Name

**North Mechanical, LLC**  
**PO Box 2746**  
**Payson, AZ 85547**  
**Office: (928) 468-9400 -- Fax: 928- 468-6947**

**Rate Quote For 102414-1 RFQ**

**Standard Hourly Rate Commercial: \$75.00**

**Standard Hourly Rate Residential: \$65.00**

**After Hours / Holiday Hourly Rate: 1.5 x Standard Rate**

**Drive Time Rate: \$60.00 Per Hour**

**Important Note: Preventative Maintenance and service contract customers receive a blanket 10% discount on all rates including those shown above as well as on parts, labor, and any other invoiced amount excluding shipping and freight where applicable.**

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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**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

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

Jeff Hessenius, Finance Director  
Phone (928) 402-8743

Street 1400 E. Ash  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 110314-2**  
**COMMERCIAL APPRAISAL FOR**  
**OCCUPIED SITE AT 1309 S. SOUTH STREET, GLOBE, AZ.**

**THIS AGREEMENT**, made and entered into this 19<sup>th</sup> day of NOVEMBER, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Antelman & Associates, Inc., of the City of Gilbert, 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 occupied property at 1309 S. South Street in Globe, Arizona. Per attachment "A" to Service Agreement 110314-2, by mentions made a binding part of this agreement as set forth herein.

**Contractor Fee's:** Contractor shall charge a flat fee of \$1,450.00 to perform the appraisal on the occupied site at 1309 S. South Street, in Globe, Arizona. The occupant requires twenty-four (24) hour notice of appraisal visit.

**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](mailto:jsgroi@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

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

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

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

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

**ARTICLE 7– 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 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 December 31, 2014.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$1,450.00 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

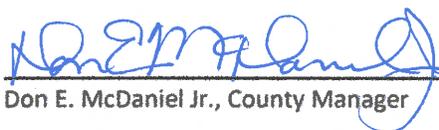
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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.

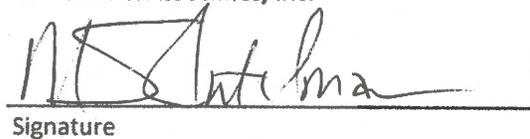
**IN WITNESS WHEREOF,** Service Agreement No. 110314-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 11/19/14

**Antelman & Associates, Inc.**

  
\_\_\_\_\_  
Signature

mark antelman  
\_\_\_\_\_  
Print Name

**MSA/Antelman & Associates, Inc.****Mark S. Antelman, MAI**

Office: 480-330-5749

Fax: 480-963-5208

October 21, 2014

**Gila County Finance Department/Gila County**  
*c/o Ms. Jeannie Sgroi - Contracts Administrator (jsgroi@gilacountyaz.com)*  
 Guerro Building  
 1400 East Ash Street  
 Globe, Az 85501

**Re: Narrative appraisal report addressing the "as is" market value of the fee simple interest in residence located on a commercially zoned property at 1309 S. South Street in Globe (Gila County), Arizona. (APN - 205-14-031).**

It is understood the purpose of the appraisal is to estimate the "as is" market value of the above referenced property. It is understood the appraisal will be used by Gila County for the purposes of acquiring the property for expansion of existing facilities on adjacent property..

Assuming award notification and, all pertinent information requested/necessary to complete the assignment is received in advance and/or in a timely fashion (via e-mail, fax or next-day mail), the following represents a summary of our proposal.

<b>Report Type/Description:</b>	<b>Fee Structure(\$)</b>	<b>*Delivery Date N/A</b>
Narrative	\$1,450.00	10 Business Days
Less Retainer Fee:	\$0.00	N/A
<b>Balance Due On Delivery:</b>	<b>\$1,450.00</b>	<b>N/A</b>

*\* Delivery Date - from date of award*

*Information/data typically necessary in the valuation of similar property (as available) includes but is not limited to 1) title report, 2) survey/legal description and, 3) any current or prior listings and/or contracts.*

For your information/records please find attached a copy of Appraisal License/Certification and Resume of Experience (Qualifications).

Respectfully,



Mark S. Antelman, MAI  
 State of Arizona - Certified General (#30211)



KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127  
**KMBS CPC Service & Maintenance Agreement**

<b>Sold To: (legal name)</b>			<b>Ship To:</b>		
Name: <u>Gila County</u>	Account Number: _____		Name: <u>Gila County</u>	Account Number: _____	
Address Line 1: _____			Address Line 1: _____		
Address Line 2: <u>Gila County Finance</u>			Address Line 2: <u>Gila County Sheriffs - Payson Task Force</u>		
Street Address: <u>1400 E. Ash Street</u>			Street Address: <u>600 S. Green Valley Parkway</u>		
City: <u>Globe</u>	State: <u>Az</u>	Zip: <u>85501</u>	City: <u>Payson</u>	State: <u>Az</u>	Zip: <u>85541</u>
<b>Tax Exemption</b>	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (Certificate required)	Tax Exemption Number: _____		
<b>PO Required</b>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes (Copy required)	PO Number: _____ PO Expiration Date: _____		

**Advantage CPC Maintenance Plan**

**Cost Per Copy**  
 With Supplies     Without Supplies - Purchased Separately

**Effective Date:** 90 Days from Install

**Billing for CPC contract:**     Monthly     Quarterly     Annually

**Overages billed:**     Monthly     Quarterly     Annually

**Contract Term (Months):**     12     24     36     48     60

**Product Covered Under Contract:**

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min \$	Overage CPC
1	BizHub C224e		C			\$ 0.05020		\$ 0.05020
			B/W	Flat Rate - Unlimited			\$ 27.30	
2			C				327.6 Annual	
			B/W					
3			C					
			B/W					
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					

**Comments**

*This agreement incorporates Schedule A-1 KMBS Modified Standard Maintenance Terms and Conditions for Mohave Educational Services Cooperative (MESCC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.*

Customer Name: <u>DON E. MCDANIEL, JR.</u>	KMBS Representative: <u>[Signature]</u>	Date: <u>11-12-14</u>
Signature: <u>[Signature]</u>	KMBS Manager: _____	Date: _____
Title: <u>COUNTY MANAGER</u>		

**FOR INTERNAL USE**

<input checked="" type="checkbox"/> New Customer	<input checked="" type="checkbox"/> Maintenance w/ Equipment Order	<input type="checkbox"/> Maintenance Only	<input checked="" type="checkbox"/> Maintenance Billed by KMBS	<input type="checkbox"/> Maintenance Billed by Lease Company	<input type="checkbox"/> Dealer Serviced
PE #: _____	Agreement #: _____	Customer Code 1: <u>Mohave Contract</u>	Customer Code 2: _____	Customer Code 3: _____	
Promotion #: _____	Price Plan #: _____	Subfleet #: _____			
Key Operator Contact: <u>Eric Axlund</u>	Phone: _____	Email Addr: _____			
Meter Read Contact: _____	Phone: _____	Email Addr: _____			
Accounts Payable Contact: _____	Phone: _____	Email Addr: _____			
<b>Special Instructions:</b>	<b>Additional Documents Attached:</b>				
	<input checked="" type="checkbox"/> Price Exception <input type="checkbox"/> Tax Exempt Certificate <input type="checkbox"/> Purchase Order <input type="checkbox"/> Credit Application				

Originating:	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
Order Taking:		<u>Robert Barney</u>	<u>robbarney@cableone.net</u>
Order Taking:			
Servicing:			

Contract Processed:     Windsor, CT     Branch    Interstate Copy Shop (Branch Name)



KONICA MINOLTA

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			B/W					
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			B/W					
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			B/W					

**Comments**

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Signature: <u>[Signature]</u>	KMBS Manager: _____	Date: _____
Title: <u>COUNTY MANAGER</u>		

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Key Operator Contact: <u>Eric Axlund</u>	Phone: _____	Email Addr: _____			
Meter Read Contact: _____	Phone: _____	Email Addr: _____			
Accounts Payable Contact: _____	Phone: _____	Email Addr: _____			
<b>Special Instructions:</b>			<b>Additional Documents Attached:</b>		
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			<input type="checkbox"/> Purchase Order	<input type="checkbox"/> Credit Application	

Originating:	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
Order Taking:		<u>Robert Barney</u>	<u>robbarney@cableone.net</u>
Order Taking:			
Order Taking:			

Contract Processed:     Windsor, CT     Branch    Interstate Copy Shop (Branch Name)



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Signature: <u>[Signature]</u>	KMBS Manager: _____	Date: _____
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			B/W					

**Comments**

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Signature: <u>[Signature]</u>	KMBS Manager: _____	Date: _____
Title: <u>COUNTY MANAGER</u>		

**FOR INTERNAL USE**

New Customer     Maintenance w/ Equipment Order     Maintenance Only     Maintenance Billed by KMBS     Maintenance Billed by Lease Company     Dealer Serviced

PE #: \_\_\_\_\_ Agreement #: \_\_\_\_\_ Customer Code 1: Mohave Contract

Promotion #: \_\_\_\_\_ Price Plan #: \_\_\_\_\_ Customer Code 2: \_\_\_\_\_

Subfleet #: \_\_\_\_\_ Customer Code 3: \_\_\_\_\_

Key Operator Contact: Eric Axlund Phone: \_\_\_\_\_ Email Addr: \_\_\_\_\_

Meter Read Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email Addr: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email Addr: \_\_\_\_\_

**Special Instructions:** \_\_\_\_\_

**Additional Documents Attached:**  
 Price Exception     Tax Exempt Certificate  
 Purchase Order     Credit Application

Originating:	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
Order Taking:		<u>Robert Barney</u>	<u>robbarney@cableone.net</u>
Order Taking:			
Order Taking:			

Contract Processed:     Windsor, CT     Branch    Interstate Copy Shop (Branch Name)

**Tommie C. Martin, District I**  
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(928) 474-2029

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**GILA COUNTY**

[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**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

**PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 111814**

**LIMITED PROCESS AND OUTCOME EVALUATION  
FOR SUBSTANCE USE/ABUSE PROGRAMS FOR JUVENILES**

**THIS AGREEMENT**, made and entered into this 25 day of NOVEMBER, 2014, by and between the Gila County, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and LeCroy & Milligan Associates, Inc. of the City of Tucson, County of Pima, State of Arizona, hereinafter designated the **EVALUATOR**.

**WITNESSETH:** That the **Evaluator**, 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 Evaluator shall provide the services and products listed in Attachment “A” to Professional Services Contract No. 111814, by mention made a binding part of this agreement as set forth herein.

**ARTICLE II – CONTRACTOR’S FEE:** Refer to attached Attachment “A” to Professional Services Contract No. 111814, by mention made a binding part of this agreement as set forth herein.

**ARTICLE III – INDEMNIFICATION CLAUSE:** Evaluator 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 Evaluator 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 Evaluator 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 Evaluator from and against any and all claims. It is agreed that the Evaluator 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 Evaluator 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 Evaluator for the County.

**ARTICLE IV - INSURANCE REQUIREMENTS:** Evaluator 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 Evaluator, 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 Evaluator from liabilities that might arise out of the performance of the work under this contract by the Evaluator, his agents, representatives, employees or subcontractors and Evaluator is free to purchase additional insurance as may be determined necessary.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Evaluator 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 Evaluator".**

**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, Evaluator 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 Evaluator even if those limits of liability are in excess of those required by this Contract.
2. The Evaluator's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Evaluator 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 Evaluator from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Evaluator 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](mailto:jsgroi@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Evaluators' certificate(s) shall include all subcontractors as additional insured's under its policies or Evaluator shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

Any breach of Evaluator'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 Evaluator 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, Evaluator 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.

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

**ARTICLE VI – SCHEDULE & FEES:** Refer to Attachment "A" to Professional Services Contract No. 111814, by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Professional Services contract 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 VII – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Evaluator shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Evaluator. The Evaluator 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 Evaluator 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 Evaluator:

- 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 Evaluator or any agent or representative of the Evaluator, to any officer or employee of the County.

**ARTICLE IX – PAYMENT:** The Scope of Services as outlined above will be performed on a lump sum basis with a not-to-exceed without written authorization budget of \$ 9,000.00. Additional work, as authorized, will be performed on a Time and Materials basis per Attachment “A” to Professional Services Contract No. 111814.

Compensation shall follow the guidelines of **A.R.S. §34-221**. 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.

**ARTICLE X – TERM:** Contract shall be effective date signed by the County Manager and expire upon completion of the work identified as “Project Timeline” in Attachment “A” to Professional Services Contract No. 111814.

**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 **Evaluator**, the **County** agrees to pay the amount of not more than \$9,000.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

**GILA COUNTY PROFESSIONAL EVALUATORING SERVICES CONTRACT NO. 111814**

**LIMITED PROCESS AND OUTCOME EVALUATION  
FOR SUBSTANCE USE/ABUSE PROGRAMS FOR JUVENILES**

GILA COUNTY:

  
\_\_\_\_\_  
Don E. McDaniel, County Manager

LeCROY & MILLIGAN ASSOCIATES, INC.:

  
\_\_\_\_\_  
Signature of Authorized Representative

Michael Lantieri, PhD, CEO  
\_\_\_\_\_  
Print Name

## Evaluation Design and Approach

LeCroy & Milligan Associates proposes to conduct a limited process and outcome evaluation for this contract. The aims of the evaluation will be to: (1) provide Gila County Superior Court Juvenile Drug Court program staff with information to answer select process and outcome type questions; and (2) to assist program staff in building their own capacity to monitor the program and report to the funder in an accurate and timely manner. Data will be collected primarily through program staff interactions with youth and may include multiple sources such as stakeholders, key informants, staff, and systems-level data.

Currently the Gila County Superior Court Juvenile Drug Court teams serve adolescents with Substance Use Disorders, and often times co-occurring mental health disorders, who are post adjudicated. This project expands current services to include pre-adjudicated youth and those at the referral stage of the juvenile justice process.

### *The intended outcomes for the intervention are:*

- Youth at risk of substance abuse will have increased access to services;
- Youth will increase their pro-social skills and other resiliency factors;
- Youth will reduce use/abuse of substances; and
- Youth will reduce criminal activities.
- Community rates of youth crime will decrease over time.

### *Primary process evaluation questions may include:*

1. What are the characteristics of the juveniles (n=126 per year and N=369 in three years) served by this program? (e.g., personal characteristics such as age, ethnicity/race, primary language, family characteristics, etc.; risk and protective factors such as family functioning, criminal justice involvement, risk/need assessment information, school performance, substance abuse, etc.).
2. What types of treatment services are ordered and or provided for juveniles who are in this program? How many juveniles receive different treatments while in the program? What is the program attrition rate?
3. What factors are used to determine assignment to the treatment program? Are the appropriate programs available for these youth?
4. What are the average caseload ratios and range of caseloads per staff person within the program? Are these ratios within administrative guidelines?
5. How many treatment programs do juveniles enter during treatment? What is the



length of time juveniles stay in different treatment programs?

6. How many juveniles successfully complete services?
7. To what extent does the program lead to improved coordination among various agencies such as education, behavioral health, and juvenile justice?
8. How are assessments/data used in case planning and coordination? Is there increased capacity to address needs of juveniles?
9. How does family involvement in juveniles' lives changed over time?
10. Overall, what is deemed to work well and what needs improvement?

*The primary outcome evaluation questions for this study may include:*

1. Is there a relationship between successful program completion and youth's substance use/abuse and recidivism rates?
2. What are the mediators and moderators of outcomes?
3. Does program dosage or case plan compliance impact outcomes?
4. What factors predict if a juvenile is more likely to recidivate?
5. Do youth served by the Gila Juvenile Drug Court have more access to appropriate services?

### **Data Analysis Plan**

The analysis of the study data will occur in several stages, starting with exploratory analysis and moving towards explanatory/predictive analysis. Analysis will be performed using the Statistical Package of the Social Sciences (SPSS 20) or a similar software program. Initially, we will generate descriptive statistics, such as tabulation of frequencies, percentages, and central tendencies, to observe sample distribution characteristics and examine/clean missing and outlying data. These analyses will provide basic characteristics of the programs and participants, informing process evaluation questions. Based on our past work, the outcome of recidivism may be defined as referral to the Court within 12 months, for either a technical violation or new offense. Substance use related outcomes will be operationalized with program staff.

Next, data will be analyzed to try to detect relationships between treatment completion, dosage and outcomes. The evaluation associate will work to detect these associations based on a program logic model derived with program staff. Evaluation associate staff will also assist program staff in reporting to SAMSHA as needed. A more specific analytic plan will be developed with a final work plan.



### Project Timeline

Month(s)/ Activity Areas	Activities/Milestones	Products/ Deliverables
<p><b>1: December- January 2015</b></p> <p><b>Preparatory Review Discussions/ Literature Review</b></p>	<p>Major Activities:</p> <ul style="list-style-type: none"> <li>• Prepare for initial meeting with program staff</li> <li>• Review relevant literature / program descriptions</li> <li>• Prepare IRB, if needed</li> <li>• Develop instruments and protocols for data collection</li> </ul> <p>Data Collection, Review, and Management:</p> <ul style="list-style-type: none"> <li>• Begin review of existing documents and data sources</li> <li>• Begin to identify any additional data sources</li> <li>• Review program databases</li> </ul> <p>Reporting:</p> <ul style="list-style-type: none"> <li>• Provide Status Reports</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Final work plan approved by Gila program staff.</b></li> <li>• LMA monthly updates due by the 10<sup>th</sup> of each month.</li> <li>• Instruments, protocols, and surveys</li> <li>• IRB approval, if needed</li> </ul>
<p><b>2: February- March 2015</b></p> <p><b>Instrument Design and protocol design</b></p>	<p>Major Activities:</p> <ul style="list-style-type: none"> <li>• Develop quality assurance methods; need for reporting on fidelity measures based on implementation of best practice clinical activities?</li> <li>• Conduct observations, if desired</li> <li>• Collect implementation data on use of evidence-based strategies</li> <li>• Assess capacity-building</li> </ul> <p>Data Collection, Review, Analysis and Management:</p> <ul style="list-style-type: none"> <li>• Participate in on site staffing as needed/requested</li> <li>• Refine/create protocols for data collection identified in scope of work</li> <li>• Finish identification of any new data sources</li> <li>• Continue data collection</li> </ul> <p>Reporting:</p> <ul style="list-style-type: none"> <li>• Provide Monthly Status Report</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Monthly status report (due by 10th of month)</b></li> <li>• Quality assurance metrics</li> </ul>



Month(s)/ Activity Areas	Activities/Milestones	Products/ Deliverables
<b>3: April-August 2015</b>  <b>Data Collection</b>	Data Collection, Review, Analysis and Management: <ul style="list-style-type: none"> <li>• Continue data collection</li> <li>• Begin data analysis</li> <li>• Identify any continuing gaps in data collection</li> <li>• Plan for collection of any additional information</li> <li>• Conduct quality assurance</li> </ul> Reporting: <ul style="list-style-type: none"> <li>• Provide Monthly Status Report</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Third monthly status report (due by 10<sup>th</sup> of month)</b></li> <li>• <b>Updated workplan (due by 10<sup>th</sup> of month)</b></li> <li>• Fidelity measures</li> <li>• Observation protocols</li> <li>• Quality assurance methods</li> </ul>
<b>4: August - September 2015</b>  <b>Implementation of data analysis</b>  <b>Analysis of program impact</b>	Major Activities: <ul style="list-style-type: none"> <li>• Share progress on data collection and analysis according to agreed upon plan</li> <li>• Identify any continuing unmet data collection needs, issues, or challenges</li> <li>• Provide brief monthly update</li> </ul> Data Collection, Review, Analysis and Management: <ul style="list-style-type: none"> <li>• Conduct data analysis</li> <li>• Final identification of any gaps in data collection</li> </ul> Reporting: <ul style="list-style-type: none"> <li>• Provide Monthly Status Report</li> <li>• Final draft of Year One - Final Report</li> <li>• Receive feedback and submit final report</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Monthly status report (due by 10<sup>th</sup> of month)</b></li> <li>• <b>Data tables</b></li> <li>• <b>Draft report</b></li> <li>• <b>Final report</b></li> </ul>

### Project Management and Communication Plan

LeCroy & Milligan Associates staff are well versed in working as part of a team, which fosters an internal environment of collaboration among evaluation, research assistant, data management, and administrative staff. In addition, through our years of experience on projects at the local, state, and national level, LeCroy & Milligan Associates staff have experience in collaborating with different organizations, entities,



research teams, and individuals. LeCroy & Milligan Associates is an independent research and program evaluation firm and we are members of and adhere to the ethical principles delineated by the American Evaluation Association.

The LeCroy & Milligan Associates team is skilled at and will develop and implement a comprehensive evaluation plan tailored to this project. Our training and skills in project management ensure that all project components and deliverables are completed in a timely manner. A detailed task/timeline, designed with the assistance and approval of the client, will be included in our evaluation plan and guide the scheduling of activities. Our task/timeline tool includes all the major tasks and deliverables to be accomplished during the contract time frame.

Our company understands that communication is essential to completing an effective evaluation and meeting deadlines; during our initial meeting with the client and stakeholders, we will determine a communication plan, which specifies the mode (include email, phone, and/or conference calls) and frequency of communication (a minimum of monthly communication). We will also discuss data collection methods and schedules at early meetings and will revisit our plan and task/timeline, as needed, throughout the duration of a project.

Once the timeline is established, LeCroy & Milligan Associates will work to ensure that it is followed. With a team of evaluators available to work on projects, our company has the capability of responding to proposals and projects with limited notice. Projects and tasks are delegated to teams and team members, based on skills and expertise. We will ensure that other staff members have knowledge about this project, so that more periodic or short turnaround requests from organizations can be accommodated. For example, in our work as the primary evaluators for the United Way of Tucson and Southern Arizona, we have the experience of responding to immediate data, information, and work requests, such as grant writing, consultation on proposals, and technical assistance. Our team is committed to providing data and/or work products for clients in a timely manner, so that this information can be used for program improvement, staff development, and other needs.



**4.2 References from the last three (3) to five (5) years for this type of commitment (governmental entity preferred).**

1. Company Name: Arizona Department of Juvenile Corrections  
Address: 1624 W. Adams, Phoenix, AZ 85007  
Contact: John Vivian, Administrator  
Telephone: 602-526-6066  
Email: [jvivian@azdjcc.gov](mailto:jvivian@azdjcc.gov)
  
2. Company Name: Pima County Juvenile Court Center  
Address: 2225 E. Ajo Way, Tucson, AZ 85713  
Contact: Chris Swenson-Smith  
Telephone: 520-740-4562  
Email: [chris.swenson-smith@pcjcc.pima.gov](mailto:chris.swenson-smith@pcjcc.pima.gov)
  
3. Company Name: Pima County Juvenile Court Center  
Address: 2225 E. Ajo Way, Tucson, AZ 85713  
Contact: Ann Meyer  
Telephone: 520-740-2094  
Email: [maryann.meyer@pcjcc.pima.gov](mailto:maryann.meyer@pcjcc.pima.gov)
  
4. Company Name: Compass Behavioral Healthcare  
Address: 2475 N. Jackrabbit Ave., Tucson, AZ 85745  
Contact: Mary Jo Silcox  
Telephone: 520-628-3344  
Email: [msilcox@compasshc.org](mailto:msilcox@compasshc.org)



### Organizational Profile

LeCroy & Milligan Associates has significant experience in conducting evaluations at the state, local, and national level since 1991. This experience includes the research and evaluation of juvenile justice and child welfare programs, including the statewide evaluation of Healthy Families Arizona, a child abuse and neglect prevention program. Our staff of professionals includes researchers, computer information, quality assurance, training, data management, and data entry specialists. Our multidisciplinary team is comprised of individuals with professional backgrounds in public health, psychology, social work, sociology, survey research, juvenile justice, education, public administration, family studies, and information systems management.

LeCroy & Milligan Associates, Inc. is uniquely qualified to conduct this evaluation because of our expertise in project management, experience in conducting complex evaluations involving multiple stakeholders, and experience in using rigorous evaluation techniques. LeCroy & Milligan Associates has designed and conducted formative and summative evaluations for federal, state, and local organizations and agencies. This experience includes evaluation of juvenile justice and prisoner reentry programs; development and validation of risk prediction instruments in juvenile justice; and home visitation, child abuse and neglect, and other child welfare programs. Examples of past evaluations include a Children's Bureau grant to conduct a rigorous evaluation of an existing child abuse program (randomized clinical trial); a statewide evaluation of the Colorado's probation program for juveniles and adults; a statewide evaluation of Promoting Safe and Stable Families; evaluation of the Pima County Drug Court program; development and validation of a juvenile risk instrument for the ADOC; and development of a quality assurance review system of a foster care readiness program for the Arizona Department of Economic Security.

LeCroy & Milligan Associates is a majority woman-owned business with culturally and linguistically diverse employees. We enjoy our work and the culture we create together, as evidenced by awards and nominations for "best place to work." Our staff has conducted professional presentations and written technical reports and research briefs, and published peer reviewed articles to meet the dissemination goals of our projects. Because we have worked with local, county, state, and federal projects, we have a broad exposure to the human services delivery systems, and have completed literature reviews about evidence-based best practices in many service areas.

LeCroy & Milligan Associates maintains a well-established office in Tucson, Arizona, which has a conference room available for meetings and trainings; a large library of



evaluation, prevention, and training materials; scanners, photo copiers, printers, and fax machines; as well as two secure servers for accessing and storing data in a password protected, firewalled environment. We maintain three websites and regularly post reports, written materials, training materials, and relevant links. Staff members are connected with a local area computer network with state-of-the-art word processing equipment, and use Microsoft products, as well as SPSS, Epi-Info, ArcView GIS mapping, and Dreamweaver software. We also have access to large mainframe computers when needed. Our computer and personnel capacity and experience allow us to process and enter data sets of all sizes.

LeCroy & Milligan Associates comprises a unique blend of individuals who have the analytical, statistical, and substantive expertise to respond to the needs of organizations we serve and produce exceptional consultation in program evaluation, quality assurance, technical assistance, and training. Our team of professionals includes Ph.D. and Master's level evaluators, Masters' and Bachelors' level research assistants; computer information/technology staff; data management and entry staff; and management and administrative professionals. Among our staff are professionals who have extensive programmatic and research experience, qualities that help ground our research in the realities of program implementation. Collectively our staff possess expertise in a wide range of content areas, including drug court, prisoner reentry, adult and juvenile justice and delinquency, substance abuse prevention and treatment, adolescent risk behaviors, child welfare, child abuse and neglect, home visitation, community development, youth leadership development, domestic violence, family support and preservation, maternal health, healthcare systems, homeless youth, children with special health care needs, early childhood education, secondary education, and drop-out prevention. As a result of the broad base of staff available, evaluators can be matched to the needs of specific projects.



Key work that relates to our expertise in this area includes:

**Assessing Risk of Recidivism among Juvenile Offenders: The Recidivism Risk Instrument**

- This project was completed for the Arizona Department of Juvenile Corrections. The project purpose was to revalidate the Dynamic Risk Instrument (DRI) using variables resident in the Criminogenic and Protective Factors Assessment (CAPFA). Special considerations included, 1) whether girls should be included with the boys in a recidivism risk instrument or if they should be addressed separately in a new model, and 2) whether substance abuse, gang affiliation, violence history, education, and employment factors should be addressed in a new model. Logistic regression was used to build the prediction models.

**Pima County Superior Court, Juvenile Court Center Justice and Mental Health Collaboration Project**

- This project was funded by the U.S. Department of Justice. This project seeks to increase access to mental health and other treatment services for youth with mental illnesses or co-occurring mental health and substance abuse disorders. The program encourages early intervention for these multisystem-involved youth and families.

**Compass Prisoner Reentry Project**

- The Greater Arizona Reintegration Services Project (GARSP) is a project of Compass-SAMHC Behavioral Health Care and is funded by an Offender Reentry Program (ORP) grant from the Substance Abuse and Mental Health Administration (SAMHSA). The purpose of this project is to expand and enhance substance abuse treatment and related recovery and reentry services to adult offenders (ages 18 and over), returning to Pima County from several Arizona prisons. GARSP has four primary goals: 1) to increase statewide collaborative efforts to reduce recidivism, substance abuse/use and increase self-sufficiency and stability among the offender population; 2) to promote sobriety and improved mental health status among participants; 3) to provide participants with a continuum of treatment and supportive services; and 4) to provide treatment and support services with evidence-based practices to improve the ability of each individual to achieve self-sufficiency and stability. LeCroy &



Milligan Associates provided a process and outcome focused evaluation for this three year project.

### **Juvenile/Family Drug Court and Diversion Program Evaluation**

- A unique aspect of this evaluation was the development of an Access database for on-site data collection of participant outcome information. Instruments developed included parent and youth surveys, interview protocols for site visits with court staff, and focus group protocols. We completed a longitudinal data analysis of changes in youth who participated in the drug court programs, using repeated ANOVAs and time series data analysis.

### **Pima County Family Drug Court**

- Monitor the data requirements of the funder including data collection oversight, processing and cleaning of data. Design and implementation of an evaluation of the effectiveness of drug court. Specific goals include: examination of the outcomes associated with the Trauma component of family drug court, 2. Use of data to guide the primary stakeholders in the planning and preparation to sustain the work of the Family Drug Court in the absence of continued external funding.

### **Empirical Validation of the Arizona Risk/Needs Instrument and Assessment Process**

- This project used multivariate statistical techniques (logistic regression) to empirically establish factors that could be used to classify offenders into low, medium, and high risk groups on re-offense rates. The analysis included drawing validation samples from the JOLTS automated database, re-coding the salient variables for analysis, and conducting the regression analysis.

### **Evaluation of Treatment Services/Recidivism of Juvenile Offenders**

- This study investigated the characteristics of juvenile offenders who received treatment services. LeCroy & Milligan Associates, Inc. completed this evaluation for the Arizona Supreme Court. This evaluation required using an extracted data base from JOLTS. This study included an extensive literature review of treatment approaches with juveniles, and an analysis and description of over 7,000 juveniles receiving treatment throughout Arizona.



**Colorado Probation Cognitive Behavioral Programs Evaluation**

- This three-year project included the development of Probation Officer on-line surveys, client surveys, a program fidelity checklist, focus group and key informant interview protocols. The study included a comprehensive evaluation of the effectiveness of specialized probation services.

**Coconino County Juvenile Probation Step Up program evaluation**

- The three-year project is aimed at: (1) further developing a parent-inclusive environment for services provided in Page, Flagstaff, and Williams, and (2) enhancing the functioning of Court-involved families to aid youth in successfully completing the Step-Up Probation process. The overarching goal of the evaluation was to empirically assess the impact of parental and youth involvement in both the Tier 1 and Tier 2 programs as well as to assess the perceptions of Probation Officers involved in the programs.

**Staffing for the Project**

LeCroy & Milligan Associates, Inc. uses a team approach to conduct evaluations and research which allows for using the most qualified staff to work on various aspects of the work. Because we have a team model our clients are assured that the work is completed in a timely and efficient manner, i.e., work is not dependent on just one person. Key staff assigned to this project include: Sonia Cota-Robles, Ph.D., and Michel Lahti, Ph.D. Their resumes are attached at the end of this document.



### **Budget Justification**

**Project Period: 12.1.2014 - 9.30.2015 (10 mos.)**

The team for this project includes two Evaluation Associates, and the team will be responsible for evaluation design, instrument and protocol design, process evaluation data collection from Court staff, designing and carrying out quality assurance activities, data cleaning, data analysis, quarterly reports, client meetings and final report. Our rate is \$110.00 per hour and includes all other costs. In-state travel will be required to conduct meetings. The Company reimburses for mileage, lodging, and per diem at the state rates, and rents vehicles when it is more cost efficient. Travel costs include 9 days car rental for meetings in Globe, with 10 lunches.

**Total cost for the 10 month service contract: \$9,000.00**

Our normal procedure is to provide a written summary of progress each month along with a fixed price invoice. Therefore, for this project we would expect to invoice \$900.00 per month for 10 months to cover the costs for the evaluation services.



## Resumes of Key Staff

### Project Lead:

**Sonia Cota-Robles, Ph.D., J.D., Evaluation Associate**

LeCroy & Milligan Associates, Inc.  
2020 N. Forbes, Suite 104  
Tucson, Arizona 85745  
(520) 326-5154, ext. 120  
sonia@lecroymilligan.com

Prior to entering the evaluation field, Dr. Cota-Robles worked in several capacities in juvenile justice. She was an Assistant Public Defender at the Pima County Juvenile Court before earning a Ph.D. in Family Studies and Human Development, using both qualitative and quantitative strategies to research the effects of gender, acculturation, and parenting processes on delinquency risk for Mexican American adolescents. While completing her Ph.D., she managed a state-funded mentoring program for high-risk youth in Pima County who were transitioning back into the community from the Arizona Department of Corrections. She spent six years at Temple University with Dr. Lawrence Steinberg, working as the site manager for the Philadelphia site of Research on Pathways to Desistance, a national, longitudinal study of the transition to adulthood for serious juvenile offenders funded by federal, state, and private funders, including OJJDP, the MacArthur Foundation, and the William T. Grant Foundation. Dr. Cota-Robles has been working in program evaluation in Tucson, AZ since 2009, conducting evaluation projects and developing grants for criminal justice, education, behavioral health, and social service programs. She led the evaluation of a federally-funded trauma-based residential treatment for substance abusing mothers of young children in Marin County, CA. She has also played key roles in evaluations of federally-funded pregnancy prevention programs and state-funded programs to decrease substance abuse among teens. She has held Board positions with the AZ Evaluation Network since 2010.

### Career Highlights

Both qualitative and quantitative research in areas related to adolescence, including delinquency, gender, ethnicity and acculturation, and parenting; teaching in varied settings and topic areas, including college level instruction in research methods; management in research program and intervention program settings; grant development.

### Education

- 2002 Doctor of Philosophy, Family and Consumer Sciences: Family Studies and Human Development, University of Arizona
- 1997 Master of Science, Family and Consumer Sciences: Family Studies, University of Arizona
- 1990 Juris Doctorate, University of Arizona
- 1985 Bachelor of Arts, English Literature, University of Arizona



## Work Experience

- 6/013– present Evaluation Associate  
LeCroy & Milligan Associates, Inc.  
Design, develop and conduct program evaluation studies for local, regional and state organizations and agencies.
- 9/12-4/13 Manager, Research and Evaluation  
Pima County Juvenile Court Center, Tucson, AZ  
Updated program evaluation qualitative designs, including data collection tools, data collection and management, analysis and report templates. Conducted qualitative research to guide program improvement, including focus group development, focus group facilitation, and report-writing. Managed grant-funded model to reduce disproportional minority contact with the delinquency court, including workgroup facilitation, action plan development, implementation monitoring, grant-writing and reporting. Supervised research staff. Researched trends in delinquency interventions.
- 8/11 – 12/12 Adjunct Instructor, Research Methods  
Arizona State University, School of Social Work, Tucson, AZ  
Designed and delivered textbook-based curriculum on quantitative and qualitative research methods; facilitated class discussion on issues relating to research in social work; design and facilitation of class projects in survey design; qualitative and quantitative data collection and analysis; and design and grading of exams.
- 11/09-8/12 Evaluation Specialist  
Pima Prevention Partnership, Tucson, AZ  
Conducted program evaluation of various grant-funded interventions for at-risk adolescents, including trauma-informed substance abuse treatment for mothers of young children, peer-resistance skill-building for adolescents, and support for teen parents. Conducted statistical analyses of quantitative (survey) data. Conducted content analyses of qualitative (e.g., focus group) data. Provided grant development support, including literature reviews, program narratives, goals and objectives, and evaluation designs for applications for funding for youth-oriented programming. Drafted reports for program staff and funders and academic journal articles based on findings.
- 07/03-06/09 Site Manager  
Research on Pathways to Desistance, Temple University, Philadelphia, PA  
Monitored data collection for 9-year longitudinal study of serious juvenile offenders' transition to young adulthood. Supervised project staff including research assistant and graduate student interviewers (8-10) and office staff. Submitted annual IRB renewal. Administered annual consent renewals and consent collection. Manage multi-grant annual budget of Temple site (\$400,000 – \$500,000/year)
- 12/00 – 01/03 Youth Mentoring Program Coordinator  
Open Inn, Tucson, AZ  
Developed and administered a mentoring program for boys involved in the juvenile justice system. Recruited, screened, trained and supervised volunteer adult mentors, interviewed youth, monitored matches and organized program activities. Submitted quarterly reports and renewal applications to the granting agency, The Governor's Division for Children.



- 06/96 – 12/00 Graduate Research Associate / Teaching Assistant/ Instructor  
Taught classes in Adolescent Development and Parent-Child Relations. Assisted faculty in: teaching classes in Child Development and Advanced Child Development; research project activities, including data entry/collection/analysis and writing.
- 07/93 - 07/94 Attorney
- 12/90 - 08/92 Pima County Public Defender's Office, Juvenile Court Division, Tucson, AZ
- 08/92 - 05/93 Elementary School Teacher  
The American School (Colegio Americano), Puebla, Puebla, Mexico

### Select Papers

- 2012 "Ethnic identity and offending trajectories among Mexican American juvenile offenders: Gang membership and psychosocial maturity." *Journal of Research on Adolescence*, 22(4), 782-796. Knight, G.P., Losoya, S.H., Cho, Y.I., Lee Williams, J., & Cota-Robles, S.
- 2011 "Child immunization status among a sample of adolescent mothers: Comparing the validity of measurement strategies." *Journal of Family Social Work, Special Issue: Interventions for Pregnant and Parenting Adolescents: The Title XX Adolescent Family Life Program*, 14(4), 326-334. Phillips, C., Cota-Robles, S., Knight, M., Francis, J., Phillips, E., & Mazerbo, L.
- 2009 "Acculturation and enculturation trajectories among Mexican American adolescent offenders." *Journal of Research on Adolescence*, 19(4), 625-653. Knight, G.P., Vargas-Chanes, D., Losoya, S.H., Cota-Robles, S., Chassin, L. & Lee, J.M.
- 2006 "Parent-adolescent processes and reduced risk for delinquency: The effect of gender for Mexican American adolescents." *Youth and Society*, 37(4), 375-392. Cota-Robles, S., & Gamble, W.
- 2002 Doctoral dissertation – "Acculturation, familism, and parent-adolescent processes: The role of adherence to traditional cultural values in reducing the risk for delinquency for Mexican American adolescents." Documented relationships among gender, cultural values, parenting processes (parent-child attachment and parental monitoring) and delinquency risk for Mexican-American adolescents.
- 1999 "The role of puberty in violent and non-violent delinquency among Anglo American, Mexican American, and African American boys." *Journal of Adolescent Research*, 17(4), 364. Cota-Robles, S., Neiss, M., & Rowe, D.

### Affiliations

Arizona Evaluation Network



**Michel Lahti, Ph.D.**

LeCroy & Milligan Associates, Inc.  
2020 North Forbes Blvd., Suite 104  
Tucson, AZ 85745  
(520) 326-5154

Dr. Michel Lahti is the Chief Executive Officer of the evaluation firm of LeCroy & Milligan Associates, Inc. Dr. Lahti has an extensive background in program evaluation including over 15 years of experience working with local, regional and state non-profit and public agencies. He has overseen the implementation of various types of evaluation activities including randomized trials, survey projects using both quantitative and qualitative methods, quasi-experimental designs to measure program outcomes, and numerous types of needs assessments to inform community groups and or state level policy making bodies. Dr. Lahti's data analysis skills include both parametric and nonparametric methods, survival analysis, propensity scoring and qualitative data analysis using both emergent and defined approaches to coding.

Dr. Lahti also has experience in facilitating research partnerships that bring together program leaders, clients and researchers in order to learn from each other how best to improve program outcomes. He has developed reports and presentations from these partnerships that have influenced state policies in the areas of child welfare, education and early care and education programming. Of note was a multi-year project conducted on behalf of Maine's Governor's Children's Cabinet that resulted in a set of social indicators that was used to measure progress on both risk and resiliency measures of child and youth development. This project involved extensive assessment of secondary data sources as well as the design and implementation of state wide surveys for parents and adolescents to more directly measure risk and protective factors in the home and community. Dr. Lahti also has experience in evaluating the work of community based coalitions. In addition, he has evaluated efforts by community agencies and law enforcement agencies conducting prevention and intervention programs serving children exposed to violence.

Dr. Lahti's work has focused on human services and education programs and includes designing and developing performance measurement systems for state level and local agencies. He has consulted extensively with agencies on the design, selection and implementation of performance measurement and management systems that result in more effective program monitoring and evaluation. He has experience with mixed-methods designs and working with disparate administrative data sets to develop information for use in decision-making.

**Education**

Ph.D. – Public Administration, University of Maine, Orono, ME, 1998  
M.P.A. – Performance Management, University of Maine, Orono, ME, 1996  
M.A. – Education, Kean University, Union, NJ, 1987  
B.A. – Psychology, Religious Studies, Boston University, Boston, MA, 1983



## **Professional Memberships**

- American Evaluation Association
- AzENet, Arizona Evaluation Network
- American Society of Public Administration

## **Experience (Abbreviated)**

**LeCroy & Milligan Assoc. Inc., CEO (Current):** Provide leadership for the planning, implementation and day-to-day oversight and management of the financial, program and administrative aspects of the organization. Demonstrates a high level of competency in the design and implementation of applied research projects using multiple methods. Consults with clients to formulate practical and useful approaches to meet and exceed client expectations.

### **University of Southern Maine, Portland, Maine**

#### **Senior Research Associate, Asst. Professor Public Policy (1996-2011):**

Edmund S. Muskie School of Public Service – Cutler Institute for Health and Social Policy  
Principle Investigator for multiple state and federal applied research projects with teaching responsibilities in the graduate Public Policy and Management program. Manage all aspects of applied research projects; e.g., strategic planning, program development, grant writing, budgeting, financial reporting, staffing, workflow, data collection/cleaning/analyses, internal/external stakeholder services, reporting and dissemination. Serve as a Faculty member of the Public Policy and Management graduate program. Serve on Institute leadership team for Children, Youth and Family Services applied research projects.

**Maine Department of Education (1988 to 1996):** Served as a program level manager and member of senior management team for a division that served children with special needs; e.g., special education services, at risk for school failure, reading/literacy challenges, drug/alcohol and school violence prevention and school drop-out prevention services. Managed direct school personnel training services and state to local education agency grants and contracts.

## **Select Research Projects (recent)**

- U.S. Dept. of Health and Human Services (DHHS) Child Care State Research Capacity Agreement (2008-2012)
- Maine DHHS Maine Child Care Research Partnership (2011-2012)
- Maine Humanities Council – Process Evaluation (Early Literacy) (2011)
- Maine Commission for Community Service – Performance Measurement Development
- RAND Corporation – US DHHS, NIDA Community Based Prevention Research Project (2009-2012)
- Maine DHHS – Statewide Consumer Survey Rating Quality of Services (2008)

## **Select Recent Publications and Presentations:**

Funded Reports: Lead author on quarterly and final research reports submitted to state and federal funders, ongoing. Includes presentation of findings to state and federal policy making bodies and dissemination through in person presentations, executive summaries, briefs, webinars, web site postings and video presentations. Effective use of multiple forms of dissemination to meet the needs of target audiences.



Paper Presentation (accepted): National Conference on Performance Measurement: A Framework for Child Care Quality Systems as Performance Management (2012)

Poster Session Presentation (accepted): American Evaluation Association Annual Conference: Time to Event Analysis of Child Care Program Movement (2012)

(co-author) Poster Session Presentation: Annual Head Start Research Conference – Validation Framework for Quality Rating and Improvement Systems. (2012)

Webinar Presentation, Sponsored by US DHHS, OPRE – Validation Issues of Child Care Quality Rating and Improvement Systems. (2012)

Presentation: Child Care Research Consortium Project (CCRP), US DHHS, OPRE, Office of Child Care and Head Start – member of national Steering Committee, presenter on evaluation of state agency quality rating systems. (2011)

Presentation: INQUIRE Meeting – national meeting sponsored by US DHHS, Office of Child Care for nationally recognized researchers assisting state agencies in the evaluation of child care quality. Presentation of findings, commentary. (2011)

Submitted for Publication: Validating Standards in Child Care Quality Rating and Improvement Systems: Exploring Validation Activities in Four States. Lead author, paper commissioned by US DHHS, Office of Policy, Research and Evaluation. (2011/12)



**Tommie C. Martin, District I**  
610 E. Highway 260, Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

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



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

**Jeff Hessenius, Finance Director**  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**DIVISION OF HEALTH AND EMERGENCY SERVICES**  
**5515 S. APACHE AVE, SUITE 300, GLOBE, AZ 85501**

**PROFESSIONAL SERVICES AGREEMENT 030714**  
**HIV Care and Services**

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of April, 2014, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and **Laboratory Corporation of America**, A Delaware Corporation, hereinafter designated the **Subcontractor**.

**WITNESSETH:** That the Subcontractor, for and in consideration of the sum to be paid him/her by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The subcontractor shall provide services for the Gila County Health Department in support of the missions of the Ryan White Part B Program and the HIV Care and Service Program at the Gila County Health Department.

**Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department**  
The subcontractor shall assist in the fulfillment of the Counties contract with the Arizona Department of Health Services for HIV Care and Services, *Contract No.* ADHS13-040496.

The subcontractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations, and agrees that they possess experience necessary to provide services under the Ryan White Part B Program. If at any time during the term of the contract the subcontractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

***Duties/Responsibilities***

The subcontractor shall support the missions of the Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department in providing reference clinical laboratory testing services.

1. Provide the County Health Department a copy of their current certifications and licensure requirements necessary to fulfill their responsibilities.

2. Notify the Ryan White Program Coordinator when a client has come for an appointment for the purposes of reporting client encounters.
3. Work with client's case managers, primary care providers, and HIV care providers to coordinate the provision of services under this agreement.

#### **GENERAL SCOPE**

##### ***Reports and Records***

The record on a client shall be retained in the County Health Department office, except as may be otherwise required by applicable law.

The subcontractor is familiar with all record-retention and confidentiality requirements set forth in the ADHS contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.

##### ***Non-Assignment***

The subcontractor shall not assign any right or interest in this agreement without the Health Department Director's prior written approval, nor shall the subcontractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the Director's prior written approval shall be void.

##### ***Independent Contractor***

In providing services hereunder, the subcontractor is an independent contractor and shall not be deemed an employee of Gila County and shall not be entitled to any benefits provided to Gila County employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the subcontractor.

**ARTICLE II – FEES:** As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the subcontractor fees from the Ryan White Part B Program at the AHCCCS Allowable Rates for services pursuant to <http://www.azahcccs.gov/commercial/ProviderBilling/rates/rates.aspx>. Bills for services to Ryan White services must be received within thirty days (30) days of the billable services to:

Ryan White Part B Program  
Malinda Benedetto  
5515 S. Apache Avenue, Suite 100  
Globe, AZ 85501

**ARTICLE III – TERMINATION:** Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter. The Subcontractor shall send the written notice to the following address:

Ryan White Part B Program  
Malinda Benedetto  
5515 S. Apache Avenue, Suite 100  
Globe, AZ 85501

**ARTICLE IV - INDEMNIFICATION CLAUSE:** To the fullest extent allowed by the law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omission in the performance of this agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee's shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this agreement (including those by any person whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

**ARTICLE V – INSURANCE REQUIREMENTS:** The subcontractor shall maintain in force during the term of this agreement, at the subcontractor's expense, professional liability insurance, in the amount of no less than \$1,000,000.00 per occurrence and such other insurance as the County Risk Manager may reasonably require. The subcontractor shall provide Gila County with certificates of insurance evidencing all required policies and shall notify the County of any cancellation or decrease in the amount of coverage at least thirty (30) days before the effective date of such cancellation or decrease.

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

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

Any breach of subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting subcontractor to penalties up to and including suspension or termination of this Contract.

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

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

**ARTICLE VIII – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Subcontractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the subcontractor. The subcontractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act. The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date the Agreement takes effect including but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations ("HIPPA"), the Program Fraud Civil Remedies Act of 1986, the Deficit Reduction Act of 2005, the related Federal Civil False Claims Act and State False Claims Acts, and associated whistleblower protections. Subcontractor has written policies and procedures for detecting and preventing fraud, waste, and abuse and expects that test orders, services, supplies or materials provided to Subcontractor are in accordance with the requirements of the applicable federal and state laws.

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

**ARTICLE X – TERM:** The term of the contract shall commence on April 1, 2014 and continue in full force and effect up through and including March 31, 2015, unless terminated, canceled or extended as otherwise provided herein. The subcontractor agrees that Gila County shall have the right, at its sole option, to renew the contract for five (5) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

**ARTICLE XI – PAYMENT:** Subcontractor shall be paid pursuant to Article II of this agreement, but in no event shall payment exceed \$5,000.00 for the contract term without prior written approval from the County.

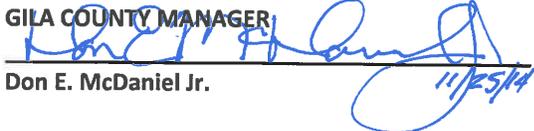
Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the subcontractor. Purchase orders sent to the subcontractor reflect these terms and conditions and they apply to all invoices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

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

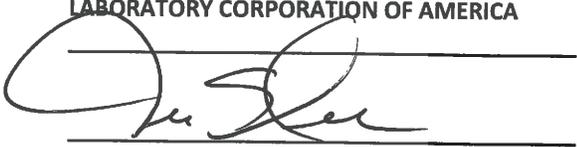
**ARTICLE XII – FORCE MAJEURE:** Subcontractor shall not be liable for any claims or damages and shall be excused for such claims, damages, failures and delays in the performance of its obligations under this Agreement due to any act or cause beyond the reasonable control and without the fault of Subcontractor including, without limitation, acts of God such as fire, flood, tornado, earthquake; acts of government (i.e., civil injunctions or enacted statutes and regulations); or acts or events caused by third parties such as riot, strike, power outage or explosion; or the inability due to any of the aforementioned causes to obtain necessary labor or materials.

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

**GILA COUNTY MANAGER**

  
Don E. McDaniel Jr.

**LABORATORY CORPORATION OF AMERICA**

  
Print Name

**Terry S. Crane, Vice President**

**APPROVED AS TO FORM:**

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



Account Rep	JILL SAVILLE	System Address	
Phone Number	(928) 266-1948		
Fax Number	(866) 721-7630		

Customer Information		Authorized Customer Representative	
Account Number	100-5205252-01	Full Name	Kelly Riggs
Legal Company Name	GILA COUNTY	Telephone	928-402-8772
Street Address	608 E HWY 260 E	Fax	928-402-4386
City/State/Zip	PAYSON, AZ 85541	Email Address	kriggs@gilacountyaz.gov
Billing Address	1400 E. ASH ST	Federal Tax ID	86-6000444
City/State/Zip	GLOBE, AZ, 85501	Requested Delivery Date	Upon execution of Agreement

If Bar or Restaurant account, notate occupancy (1-50; 51-100; 101-150; 151-200; 201-300; 301-500; 501+)

Taxes and Fees Not Included					
Service Description	Quantity	Unit Price	Term (Months)	Monthly Recurring	One Time Activation & Setup Fees
Optical Ethernet 20Mbps/20Mbps Point to Point	1	\$700.00	36 Months	\$700.00	
Monthly Point to Point Connection Total	1	\$700.00	36 Months	\$700.00	\$0.00

Equipment Charges				
Description	Quantity	Unit Price	Included	Total Fee
Cisco Gear	2		Included	\$ 0.00

**Special Conditions – Point to Point locations**  
 Location A: 608 E. Hwy 260, Payson AZ 85541  
 Location Z: 108 W. Main Street, STE A, Payson, AZ 85541

Promotion Details

**NOTICE REGARDING 911 SERVICES**  
 While your Suddenlink Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Suddenlink network failure, 911 service will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.  
 By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and the Commercial Service Agreement, of which this Service Order is a part; (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above; and (v) you acknowledge that THIS BUSINESS SERVICE AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement shall not be deemed effective until it has been executed by both parties. Final proposed prices in this Agreement are valid for 30 business days from the date below of the Suddenlink signatory. The prices are firm for the term of this Agreement when signed below by the Customer and by Suddenlink.

Customer Authorized Signature	<i>[Signature]</i>	Date	11/25/14
Print Name	DON E. McDANIEL, JR.	Title	COUNTY MANAGER
Cequel Communications, LLC dba Suddenlink Communications, on behalf of its affiliates providing services hereunder ("Suddenlink")	<i>[Signature]</i>	Date	11-20-14
Print Name	GLEN A CLARK	Title	REG. SALES MNGR

## Commercial Service Agreement

### TERMS OF SERVICE APPLICABLE TO ANY AND ALL SERVICE(S):

Customer, (also "County" herein) identified in the Service Order (defined in paragraph 1 below), understands and agrees that this Commercial Service Agreement, together with the Annex and any applicable tariff, (collectively, the "Agreement") applies to each and every communication service provided to Customer by Suddenlink Communications and any affiliate of Suddenlink Communications that to the extent such affiliate provides Services to you under this Agreement ("Suddenlink") ("Service(s)"), which may include, without limitation, cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service") and related equipment ("Equipment"). This Commercial Service Agreement, along with the Annex, each as may be updated from time to time, can be found on our website at [www.suddenlink.com](http://www.suddenlink.com).

1. **Agreement.** This Agreement shall be effective upon execution by the parties, and Services shall be provided for the Term (as defined in Section 6 below). Customer agrees to be bound to this Agreement by: (i) executing a copy of the Commercial Service Order presented to Customer at the time of installation ("Service Order"), (ii) ordering a Service, or (iii) using one or more Services at Customer's location. Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time by giving Customer notice in accordance with this Agreement. Customer's continued use of the Services following such notice shall be deemed as Customer's acceptance to any revision in this Agreement. If Customer does not agree to the revised Agreement, Customer must immediately notify Suddenlink of Customer's intent to terminate Service and return all Equipment.

2. **Services and Use.** Suddenlink shall use reasonable efforts to make the Services available by any requested service date. Suddenlink shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. The parties acknowledge and agree that, except for Web hosting, if applicable, and as otherwise set forth in the Commercial Services Order, Customer may only use the Services for its own commercial purposes and not that of any third party, and Customer shall not resell the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any. Unless otherwise expressly set forth in the Commercial Service Order, Customer acknowledges that pay per view events and premium video and audio services may not be available, and, if provided, may be subject to additional charges beyond the base rate. Suddenlink shall provide Customer with the Services and Equipment identified on Customer's Commercial Service Order; provided, however, if Suddenlink determines that Customer's location is not serviceable under Suddenlink's normal installation guidelines, Suddenlink may terminate this Agreement. Unless provided otherwise herein, Suddenlink shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Suddenlink shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Suddenlink.

3. **Distribution System and Inside Wiring.** "Distribution System" shall mean (1) all distribution plant and associated electronics, equipment and wiring installed or provided by Suddenlink or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring defined below, and (2) all equipment furnished by Suddenlink at the premises. The installation of the Distribution System and Inside Wiring by Suddenlink will meet all applicable FCC specifications and will be installed in a good, workmanlike manner. Ownership of the Distribution System shall at all times be and remain in Suddenlink and shall be used exclusively by Suddenlink operations. Upon expiration or termination of this Agreement, Suddenlink shall continue to own and control the entire Distribution System. Upon termination of this Agreement and if Suddenlink is no longer providing Services to the premises, Suddenlink has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Suddenlink to Customer's reasonable satisfaction. Any part of the Distribution System remaining on the premises shall become the sole property of Customer. "Inside Wiring" shall mean that wiring located within the property. Ownership of the Inside Wiring shall at all times be and remain in Customer. Customer shall be responsible for the repair and maintenance of the Inside Wiring, in a good, workmanlike manner in accordance with all applicable codes, regulations, or laws.

4. **Payment.** Customer shall pay all monthly service charges, plus non-recurring, one-time set-up, installation and/or construction charges as set forth on the Commercial Service Order. Unless stated otherwise on the Commercial Service Order, Monthly Recurring Charges/Access Charges ("MRCs") for Services shall begin upon, and Non Recurring Charge/One-time Activation and Set-up Fees ("NRCs") if any shall be due upon, the commencement of Services. Any amount not received by the due date will be subject to additional fees as set forth below. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes, broadcast surcharges or other charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. Unpaid balances shall be subject to interest or late charges at the maximum rate allowed by law. Failure to pay the total balance when due may be grounds for Suddenlink to impose an administrative fee ("Administrative Fee") in accordance with applicable law. Any Administrative Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. Suddenlink does not extend credit to Suddenlink's customers and the Administrative Fee is not interest, a credit service charge or a finance charge. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due shall constitute a breach of this Agreement and may be grounds for termination of Service upon written notice to Customer if Customer has failed to correct such non-payment default within ten (10) days of written notice from Suddenlink, removal of Equipment from Customer's premises and/or imposition of an Administrative fee in accordance with applicable law.

5. **Additional Fees.** In addition to MRCs, NRCs, late charges, interest, and any Administrative Fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. Additional charges, including attorney fees, may also be imposed if collection activities are required to recover past due balances. A list of fees is available on Suddenlink's website ([www.suddenlink.com](http://www.suddenlink.com)) ("Schedule of Fees"). Suddenlink reserves the right to amend or change the Schedule of Fees from time to time by posting the changes on Suddenlink's website.

6. **Term, Early Termination.** The term of the Service Order shall commence on the date that any Service commences and shall terminate upon the expiration or earlier termination of the term set forth on the Service Order (the "Term"). If a Service Order does not specify a term, the Term shall be one (1) year from the date that any Service commences. Upon the expiration of the Term, each Service Order(s) shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)") for three additional years unless prior notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Term and from time to time therein, Suddenlink may, modify the charges for HSI and/or Video Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term. If Customer cancels, terminates or downgrades the Service before the completion of the Term, or prior to the term of any promotional offer, Customer agrees to pay Suddenlink all sums, which shall become due and owing as of the effective date of the cancellation or termination, including: (i) all non-recurring charges reasonably expended by Suddenlink to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Suddenlink to third parties on behalf of Customer, and (iii) all recurring charges for the remaining balance of the Term or term of the promotional offer.

7. **Disputed Charges.** Customer must notify Suddenlink in writing of billing errors disputes or requests for credit within thirty (30) days after Customer receives the bill for which correction of an error or credit is sought. The date of the dispute shall be the date Suddenlink receives sufficient documentation to enable Suddenlink to investigate the dispute. The date of the resolution is the date Suddenlink completes its investigation and notifies the Customer of the disposition of the dispute.

8. **Default.** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Suddenlink, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

9. **LIMITATION OF LIABILITY.** EXCEPT FOR ANY REFUNDS OR CREDITS AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SUDDENLINK, ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES, VENDORS, CARRIER PARTNERS, CONTENT PROVIDERS AND OTHER PERSONS OR ENTITIES INVOLVED IN PROVIDING THE SERVICES OR EQUIPMENT (COLLECTIVELY, THE "SUDDENLINK PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE INCLUDING DIRECT, SPECIAL, INDIRECT, INCIDENTAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, LOSS OF DATA, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR LEGAL FEES AND EXPENSES, SOUGHT BY CUSTOMER OR ANYONE ELSE USING CUSTOMER'S SERVICE ACCOUNT, AND/OR USE OF THE EQUIPMENT OR OTHERWISE ARISING IN CONNECTION WITH THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF SERVICES AND/OR EQUIPMENT OR CUSTOMER'S RELIANCE ON THE SERVICES AND/OR EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY LIABILITY THAT ARISES DIRECTLY OR INDIRECTLY OUT OF THE USE OR INABILITY TO USE THE SERVICES (INCLUDING THE INABILITY TO ACCESS EMERGENCY 911 OR E911 SERVICES), MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE OR MALFUNCTION,

DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN INSTALLATION, FAILURE TO MAINTAIN PROPER STANDARDS OF OPERATION, FAILURE TO EXERCISE REASONABLE SUPERVISION, DELAYS IN TRANSMISSION, BREACH OF WARRANTY OR FAILURE OF PERFORMANCE OF THE SERVICES AND/OR EQUIPMENT; OR RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING RELATING TO SERVICES AND/OR EQUIPMENT, OR THE INFRINGEMENT OF THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY. SUDDENLINK'S MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF \$5,000.00 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER FOR THE RESPECTIVE REGULAR BILLING PERIOD.

10. **WARRANTIES.** CUSTOMER AGREES THAT THE SERVICES AND EQUIPMENT ARE PROVIDED BY SUDDENLINK ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND SUDDENLINK DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. SUDDENLINK MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK. ALL USE OF THE SERVICES ARE PROVIDED AT CUSTOMER'S SOLE RISK AND CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER'S OR ANY USER'S USE OF THE SERVICES. THE SUDDENLINK

**Comment [SJ1]:** Gila County Board approved policy does not allow us to enter into any contracts for more than a four year period.

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PARTIES MAKE NO WARRANTIES THAT THE SERVICE, EQUIPMENT OR SOFTWARE ARE COMPATIBLE WITH ANY CUSTOMER EQUIPMENT AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR IMPAIRMENT OF SERVICE DUE IN WHOLE OR IN PART TO CUSTOMER EQUIPMENT. THE SUDDENLINK PARTIES MAKE NO WARRANTY AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA SUDDENLINK'S FACILITIES OR SERVICES, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMMUNICATIONS. CUSTOMER AGREES THAT CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMMUNICATIONS AND THAT THE SUDDENLINK PARTIES WILL NOT BE LIABLE FOR ANY LOSS ASSOCIATED WITH SUCH UNAUTHORIZED ACCESS.

11. **Indemnity.** Customer shall indemnify and hold Suddenlink and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorney's fees) from and against any claim, actions or demands relating to or arising out of or related in any way to Customer's use of the Service, any other person's use of the Customer's account, the placement or presence or removal of Suddenlink's Equipment, facilities and associated wiring on Customer's premises including without limitation (i) any content or software displayed, distributed or otherwise disseminated by the Customer, its employees, or users of the Services, (ii) any claim that Customer's use of the Service including the registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any malicious act or act in violation of any laws committed by Customer, its employees or users using the Services; and/or (iv) violation by Customer, its employees or authorized users of Suddenlink's Acceptable Use Policy ("AUP").

12. **Miscellaneous.** The Agreement constitutes the entire agreement between Suddenlink and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided however, that Suddenlink may modify this Agreement and the AUP and if Customer continues to use the Service, Customer shall be bound by such modifications. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Arizona.

The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any overnight mail service with proof of receipt; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed. Suddenlink may also deliver any required or desired notice hereunder to Customer by contacting the telephone number on Customer's account. All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this

Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Suddenlink rights and the rights of others).

13. **Regulatory Authority-Force Majeure.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation or any other cause beyond Suddenlink's reasonable control. Suddenlink may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects Suddenlink's ability to perform its obligations under this Agreement.

14. **ARBITRATION.** CUSTOMER AND SUDDENLINK AGREE THAT ANY CLAIM, DISPUTE OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING ANY OF ITS COMPONENTS, THE SERVICES OR EQUIPMENT PROVIDED BY SUDDENLINK OR ANY ORAL OR

WRITTEN STATEMENTS, ADVERTISEMENTS OR PROMOTIONS RELATING TO THIS AGREEMENT OR TO THE SERVICES OR EQUIPMENT (COLLECTIVELY, "CLAIM") SHALL BE RESOLVED THROUGH ARBITRATION. ALL ARBITRATION SHALL BE INITIATED AND CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE AAA SHALL APPOINT THE ARBITRATOR. ARBITRATION MUST BE INITIATED BY CUSTOMER WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO THE DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH MUST BE INITIATED WITHIN THIRTY (30) DAYS). CUSTOMER WAIVES ANY CLAIM NOT FILED IN ACCORDANCE WITH THE PREVIOUS SENTENCE. THE PARTY INITIATING ARBITRATION SHALL GIVE NOTICE TO THE OTHER PARTY BY MAILING A COPY OF THE REQUEST FOR ARBITRATION TO THE OTHER PARTY AT THE ADDRESSES ON THE SERVICE ORDER. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED AND THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR THROUGH A REPRESENTATIVE, UNLESS APPLICABLE STATE LAW MANDATES OTHERWISE. ARBITRATION OF CLAIMS WILL BE CONDUCTED IN SUCH FORUM AND PURSUANT TO SUCH LAWS AND RULES RELATED TO COMMERCIAL ARBITRATION IN THE STATE OF NEW YORK THAT ARE IN EFFECT ON THE DATE OF THE NOTICE TO ARBITRATE.

15. **Assignment.** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Suddenlink, which consent may be withheld in Suddenlink's discretion. Suddenlink may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Suddenlink affiliates.

16. **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 cost 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.

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

~~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.~~

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~~for payment for services rendered and accepted material received by the County before the effective date of termination.~~



## Service Level Agreement

**I. Scope.** This Service Level Agreement (“SLA”) is incorporated into the Commercial Service Agreement by and between Suddenlink Business Services, LLC (“Suddenlink”) and the undersigned Customer. Suddenlink shall endeavor to meet the performance standards and services levels set forth in this SLA with respect to the Services provided to the undersigned Customer.

**A. Network Availability.** The Suddenlink network shall be available for use by Customer with the Services provided under the Agreement at least 99.99% of the available time (“Network Availability”). This parameter is calculated by dividing the number of minutes that the Services are available for Customer’s use by the total number of minutes in each calendar month and multiplying by 100. In calculating Network Availability, the reasons or causes set forth in Section A.3 of this SLA shall not be included in determining whether Suddenlink has met the applicable performance standard for Network Availability. For example, if the Services experience an outage for One (1) day due to a Force Majeure (flood) event, and otherwise experience no other outage or Service Interruption during the applicable month, Suddenlink will be deemed to have met the Network Availability performance standard of 99.99%.

**1. Service Interruption.** A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA. A Service Interruption is a loss of Services or a degradation of signal to the Customer that adversely affects the ability of Customer to use the Services. A Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Suddenlink's Network Operations Center (NOC) under the methods and procedures set forth in Section II of this SLA and ends when Suddenlink restores the Services to Customer.

**2. Service Interruption Credits for Network Availability.** A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The amount of the Credit Allowance shall be as follows:

<i>Services Interruption Length</i>	<i>Credit</i>
Less than 2 continuous hours	None
2 hours or More	1/30 of MRC due for the applicable month for each 2 hour period and additional fraction thereof

**3. Exceptions to Credit Allowance.** Credit Allowances shall not be provided for Services Interruptions: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Customer; (iii) during any period in which Suddenlink is not allowed access to the premises of Customer to access Suddenlink equipment; (iv) due to scheduled maintenance and repair; or during the maintenance window (v) caused by or due to violations of the Suddenlink Acceptable Use Policy (data customers); (vi) caused by fiber optic cable cuts on the Customer’s property which are not the fault of Suddenlink; (vii) caused by a loss of service or failure of the Customer’s internal wiring or other customer equipment; or (viii) due to Force Majeure events. In no event shall Customer receive more than One (1) month’s MRC as credit for Service Interruptions or outages in any thirty (30) day period regardless of the number of Service Interruptions or outages. In the event that it is discovered that the Service interruption was at no fault of the Suddenlink network, and/or Suddenlink personnel and is further proven to be as a result of an issue from the Customer’s network, and/or personnel a “No-Fault Trouble Call” fee will be assessed to the customer of \$165 per hour with a 2-hour minimum deemed payable within the next billing cycle.

**4. Major Outage.** If three (3) times during the term of the Agreement, the Services to the Customer experience a Network Availability outage that falls below the 99.99% agreement, other than as a result of the causes set forth in Section A.3 above, Customer may terminate this Agreement without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 4. Within thirty (30) days of the occurrence of the 3rd Major Outage Customer shall notify Suddenlink in writing of its election to terminate this Agreement and this Agreement shall terminate upon Suddenlink's receipt of such notice. If Customer fails to notify Suddenlink within thirty (30) days of the 3rd Major Outage, of its intent to terminate, then Customer shall be deemed to have waived its right to terminate this Agreement under this Section 4 until the occurrence of a subsequent Major Outage, if any. Upon termination under this Section 4, neither party shall have any further rights, obligations, or liabilities to the other party, except those accrued through the termination date, and that expressly survive termination of this Agreement.

**II. Trouble Reports.** Suddenlink shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service

Interruptions. Customer shall call Trouble Reports to 866-232-5455. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Suddenlink. In the event Suddenlink receives a Trouble Report from Customer, Suddenlink shall respond within 4 hours.

**III. Service Installation Intervals.**

**A. Service Installation and Availability.** Suddenlink shall endeavor to install, provision and make the Services available for Customer's use within ten (10) business days of the Requested Service Date set forth in the Customer Service Agreement. Service availability shall mean that Suddenlink has completed its obligations to install the Suddenlink equipment and facilities set forth in the Agreement necessary to provide Customer the Services.

**1. Installation Credit.** Suddenlink shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within Ten (10) business days of the service installation date that is mutually agreed to by Customer and Suddenlink. In this event, Customer will be entitled to an Installation Credit of an amount equal to one month's recurring charges (MRC) for the affected Services.

**2. Exceptions to Installation Delay Credits.**

Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Suddenlink to access Customer's premises due to restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Suddenlink's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

Installation Delay Credits do not apply to Suddenlink Business Phone services.

By signing below, Customer and Suddenlink agree to the terms and conditions of this Service Level Agreement.

**Customer:** GUA COUNTY  
**Signature:** [Handwritten Signature]  
**Title:** COUNTY MANAGER  
**Date:** 11/25/14

**Suddenlink:** GLEN A CLARK  
**Signature:** [Handwritten Signature]  
**Title:** RSM - AZ  
**Date:** 11-20-14