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:

SPECIAL MEETING - TUESDAY, JULY 15, 2014 - 10:00 A.M.

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

2. **PRESENTATIONS:**

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

3. **PUBLIC HEARINGS:**

A.	Information/Discussion/Action to adopt Resolution No. 14-07-01, which authorizes the Gila County Housing Authority to submit its Revised Annual Plan for FY2014 to the U.S. Department of Housing and Urban Development. **(Malissa Buzan)**	Adopted
B.	Information/Discussion to obtain public comment regarding the adoption of the final FY 2014-2015 Gila County Budget. **(Don McDaniel)**	No Comments

4. **REGULAR AGENDA ITEMS:**

A.	**(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)** Information/Discussion/Action to adopt the final FY 2014-2015 Gila County Library District Budget in the amount of $1,762,073. **(Jacque Griffin) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**	Adopted
B.	Information/Discussion/Action to adopt Resolution No. 14-07-03, which authorizes the adoption of the final FY 2014-2015 Gila County Budget in the amount of $94,444,905. **(Don McDaniel)**	Adopted

C.	Information/Discussion/Action to approve two Professional Services Contracts for the attorneys which the Superior Court in Gila County utilizes on an annual basis. **(Jonathan Bearup)**	Approved
D.	Information/Discussion/Action to receive updated information on Planning and Zoning Department Case No. Z-14-01, a rezoning application submitted by Beau Woodring to rezone tax parcel number 301-19-055B which is located in Pine, and to acknowledge Mr. Woodring's withdrawal of this rezoning application. **(Bob Gould**)	Acknowledged
E.	Information/Discussion/Action to appoint Peter Van Haren as an alternative Hearing Officer for the Community Development Division's Code Enforcement Program. **(Bob Gould)**	Appointed
F.	Information/Discussion/Action to approve the award of the lubricant portion for Invitation for Bids No. 041414 for the purchase and delivery of bulk lubricants; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on Amendment No. 1 to Canyon State Oil, which will allow for the award of both fuel and lubricants on Contract No. 041414. **(Jeff Hessenius)**	Approved
G.	Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 012114 for the 2nd floor renovation for the School Superintendent's and Assessor's Offices; award to the lowest, most responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Jeff Hessenius and Steve Stratton)**	Awarded
H.	Information/Discussion/Action to approve Intergovernmental Agreement No. 061714-1/Agreement between Gila County, Canyon Domestic Water Improvement District and Freeport-McMoRan in order to allow Gila County to transmit an amount of up to $50,000 in grant monies provided by Freeport-McMoRan to the recipient of the grant, Canyon Domestic Water Improvement District; and to authorize the Chairman's signature on Intergovernmental Agreement No. 061714-1/Agreement. **(Jeff Hessenius)**	Approved
I.	Information/Discussion/Action to adopt Resolution No. 14-07-04 declaring a state of emergency within Gila County as a result of infrastructure and property damage caused by abnormally heavy monsoon rain and winds. **(Don McDaniel)**	Adopted

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. 4 to a Weatherization Low Income Assistance Agreement (Contract No. SW-ESA-12-2182-02Y4) between the State of Arizona, Governor's Office of Energy Policy (OEP) and the Gila County Community Services Division, Housing Services, whereby OEP will provide up to $7,150 in additional funding as a reimbursement ceiling for Fiscal Year 2015, for the period of July 1, 2014, through June 30, 2015.	Approved
B.	Approval to sign and replace the signature page on a Contract Application between Gila County d/b/a Gila Employment and Special Training Program (GEST) and the Arizona Department of Economic Security, Rehabilitation Services Administration (ADES/RSA), which was previously approved by the Board of Supervisors on March 18, 2014, changing the section Contract Term to October 1, 2014, or on the date of last signature, whichever is later and shall terminate on September 30, 2019.	Approved
C.	Approval of Amendment No. 1 to Contract No. 014-0444 between the Pinal-Gila Council for Senior Citizens Area Agency on Aging, Region V, (PGCSC) and the Division of Community Services, Housing Services, whereby PGCSC will provide funding in the amount of $6,242 to be used for emergency minor home repair to eligible citizens residing in Gila County effective July 1, 2014, through June 30, 2015.	Approved
D.	Approval of Intergovernmental Agreement (Contract No. ADHS14-072102) between the Arizona Department of Health Services and the Gila County Division of Health and Emergency Services in the amount of $135,000 to continue to provide Tobacco Free Environments Program services from July 1, 2014, through June 30, 2017.	Approved
E.	Adoption of an Order canceling precinct elections and appointing the precinct committeemen as shown on Attachment A of the Order, who have filed nomination petitions or nomination papers for precinct committeeman of their party in the precinct shown.	Adopted

F.	Acknowledgment of the May 2014 monthly activity report submitted by the Recorder's Office.	Acknowledged
G.	Approval of the June 10, 2014, and July 1, 2014, Board of Supervisors' meeting minutes.	Approved
H.	Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of June 16, 2014 to June 20, 2014; and June 23, 2014 to June 27, 2014.	Acknowledged
I.	Approval of finance reports/demands/transfers for the weeks of July 8, 2014, and July 15, 2014.	Approved
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.	No Comments
7.	At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.	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-2725 **Presentations** **2. A.**

Special Meeting

Meeting Date: 07/15/2014

Reporting Period: July 2014

Submitted For: Marian Sheppard

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the Board of Supervisors

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Information

Subject

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

Suggested Motion

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

Attachments

No file(s) attached.

ARF-2629 **Public Hearing** **3. A.**

Special Meeting

Meeting Date:	07/15/2014
Submitted For:	Malissa Buzan
Submitted By:	Patricia Campos, Section 8 Housing Program Administrator, Community Services Division
Department:	Community Services Division Division: Comm. Action Program/Housing Servs.

Information

Request/Subject

Resolution No. 14-07-01 authorizing the Gila County Housing Authority to submit its Revised Public Housing Authority Annual Plan for Fiscal Year 2014

Background Information

On March 4, 2014, the Gila County Board of Supervisors adopted Resolution No. 14-03-03, which authorized the Gila County Housing Authority to submit its Public Housing Authority (PHA) Annual Plan for FY 2014 to the U.S. Department of Housing and Urban Development (HUD).

On April 30, 2014, HUD sent a letter to the Gila County Housing Authority requesting that certain revisions are made to the FY 2014 Annual Plan, specifically revising the Violence Against Women Act (VAWA) section.

Evaluation

HUD has recommended that the Gila County Housing Authority revise the Violence Against Women Act (VAWA) section contained in its Annual Plan for FY 2014.

A public hearing must be held to obtain public comment before the Board of Supervisors considers approving the Revised PHA Annual Plan for FY2014.

Conclusion

The Gila County Housing Annual Plan for FY 2014 has been updated and revised and has been resubmitted to the Gila County Board of Supervisors for approval. A public hearing needs to be held by the Board of Supervisors to provide the public with an opportunity to comment on the Revised PHA Annual Plan prior to the Board considering its approval.

Recommendation

The Community Services Division Director recommends that the Board of Supervisors adopt Resolution No. 14-07-01, which will allow the Gila County Public Housing Authority to submit its Revised Gila County Housing Authority Annual Plan for Fiscal Year 2014 with the required updates to the Violence Against Women Act Policy.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-07-01, which authorizes the Gila County Housing Authority to submit its Revised Annual Plan for FY2014 to the U.S. Department of Housing and Urban Development.
(Malissa Buzan)

Attachments

2014 Public Housing Plan

FY 7/1/2014
GILA COUNTY
PHA PLAN

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PHA Plan

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Gila County Payment Standards

Resolution No 14-07-01

Notice of Public Hearing

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011

1.0 PHA Information

PHA Name: Gila County PHA Code: AZ045

PHA Type: ☑ Small ☐ High Performing ☑ Standard ☑ HCV (Section 8)

PHA Fiscal Year Beginning: (MM/YYYY): FY 2014

2.0 Inventory (based on ACC units at time of FY beginning in 1.0 above)

Number of PH units: _____ Number of HCV units: 53

3.0 Submission Type

☐ 5-Year and Annual Plan ☑ Annual Plan Only ☐ 5-Year Plan Only

4.0 PHA Consortia ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1:					
PHA 2:					
PHA 3:					

5.0 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.

5.1 Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:

5.2 Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

6.0 PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

Utility Allowances: Due to a greater than 10% change in rates, the current utility allowance schedules will be revised effective September 1, 2014. Changes in utility allowances are implemented immediately, but not later than the next regularly scheduled reexamination of family income.
Payment Standards: Effective November 1, 2013 the PHA increased its Payment Standard to 110% of FMR's. Updated PHA Administrative Plan May 2014 Revised VAWA Policy

(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.

The referenced documents are available for public review and comment on the County's websitewww. gilacounty.gov and at the following locations: Gila County Community Services Housing Department and Main PHA Administrative offices.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. *Include statements related to these programs as applicable.*

8.0 Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report,* form HUD-50075.1, for each current and open CFP grant and CFFP financing.

8.2 Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan,* form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.

8.3 Capital Fund Financing Program (CFFP).

☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.

9.0	**Housing Needs**. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Shortage affordable housing for all eligible populations and unit sizes
9.1	**Strategy for Addressing Housing Needs**. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.**
10.0	**Additional Information**. Describe the following, as well as any additional information HUD has requested. (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. Annual adjusting to the Gila County Payment Standards. They are at 110% of the FMR's for Northern & Southern Gila County, hoping to help participants find more housing opportunities with the current number of vouchers for our area. May 2014 Revised The Gila County Housing Authority Violence Against Women Act (VAWA) policy. (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" On February 19, 2013 thru February 22, 2013, a Section Eight Management Assessment Program (SEMAP) Quality Control Review for FY 2013 was conducted by the U.S Department of Housing and Urban Development (HUD). The review resulted in one finding and one concern, in which the PHA was given a SEMAP Corrective Plan. On July 23, 2013, the PHA received a letter from HUD stating that the PHA had provided sufficient documentation to address and close the report findings and concern. Gila County received a Section Eight Management Assessment Program (SEMAP) score of a Standard Performer. The agency understands that managing utilization is a crucial component of the voucher program financial management and will continue to demonstrate their ability to implement the county's Housing Choice Voucher Program in accordance with federal requirements to ensure that all available housing choice vouchers are used and continuance of a balanced budget.

11.0	**Required Submission for HUD Field Office Review**. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office. (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only) (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only) (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only) (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only) (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Instructions form HUD-50075

Applicability. This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information
Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

2.0 Inventory
Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type
Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

4.0 PHA Consortia
Check box if submitting a Joint PHA Plan and complete the table.

5.0 Five-Year Plan
Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

(a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.

(b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central off ice of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.

3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.

4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.

5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.

6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected.

7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**

8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.

10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.

11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.

12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.

13. **Violence Against Women Act (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

(a) Hope VI or Mixed Finance Modernization or Development. **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm

(b) Demolition and/or Disposition. With respect to public housing projects owned by the PHA and subject to ACCs under the Act: **(1)** A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent **that approved and/or pending** demolition and/or disposition has changed.

(c) Conversion of Public Housing. With respect to public housing owned by a PHA: **1)** A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or that the public housing agency plans to voluntarily convert; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/conversion.cfm

(d) Homeownership. A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.

(e) Project-based Vouchers. If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 Capital Improvements. This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

(a) To submit the initial budget for a new grant or CFFP;

(b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and

(c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;

2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and

3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

8.3 Capital Fund Financing Program (CFFP). Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm

9.0 Housing Needs. Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

9.1 Strategy for Addressing Housing Needs. Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **(Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

10.0 Additional Information. Describe the following, as well as any additional information requested by HUD:

(a) Progress in Meeting Mission and Goals. PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

(b) Significant Amendment and Substantial Deviation/Modification. PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

(c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. **(Note: Standard and Troubled PHAs complete annually).**

11.0 Required Submission for HUD Field Office Review. In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

(a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*

(b) Form HUD-50070, *Certification for a Drug-Free Workplace* **(PHAs receiving CFP grants only)**

(c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* **(PHAs receiving CFP grants only)**

(d) Form SF-LLL, *Disclosure of Lobbying Activities* **(PHAs receiving CFP grants only)**

(e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* **(PHAs receiving CFP grants only)**

(f) Resident Advisory Board (RAB) comments.

(g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.

(h) Form HUD-50075.1, ***Capital Fund Program Annual Statement/Performance and Evaluation Report*** **(Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.1.

(i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* **(Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.2.

PHA Certifications of Compliance with PHA Plans and Related Regulations

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 08/30/2011

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-*Year and Annual* PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the___ 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
    (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
    (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
    (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Gila County Housing Authority

PHA Name

AZ045

PHA Number/HA Code

X Annual PHA Plan for Fiscal Years 2014- 2015

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Michael A. Pastor	Chairman, Gila County Board of Supervisors
Signature	Date

Gila County Community Services Division

"A Community Action Agency"

5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501

(928) 425-7631

"Improving the Quality of Life for all Residents, one life at a time"

June 10, 2014

Dear Section 8-Housing Choice Voucher Tenant:

The Gila County Housing Authority needs to form a Resident Advisory Committee which is a requirement of Federal Regulations. The purpose of this letter is to invite you to become a member of the committee. The Committee is made up of residents within the Gila County Section 8 Program only. As a member of the committee you will be required to review the Agencies Annual Plan and participate in at least one meeting to discuss the plan and provide recommendations to our Section 8 Housing Choice Voucher Program in our Housing Services Department.

The Gila County Housing Authority would also like to inform you that if you choose to be a Member of the Resident Advisory Committee you may also be appointed to sit on the PHA Board or Governing Body. In which you would approve any Section 8 Housing Choice Voucher Program changes within the Agencies Plan.

If you are interested in sitting on this committee, please be kind enough to respond by June 20, 2014 either by:

- Completing the second portion of this letter and returning it to me in the self address.
- Contacting me at 928-425-7631; or
- E-mailing me at pcampos@gilacountyaz.gov

Respectfully,

PCampos

Patricia Campos
Program Administrator

Equal employment opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.
800-304-4452 Toll Free
Countywide T.T.Y. 7-1-1

Gila County Community Services Division

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5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501

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"Improving the Quality of Life for all Residents, one life at a time"

HOUSING CHOICE VOUCHER RESIDENT ADVISORY BOARD MEETING

Gila County Community Services
5515 S Apache Avenue, Suite 200
(Main Conference Room)
Globe, Arizona 85501
June 23, 2014
10:00 a.m.

AGENDA

I. Call to Order/Welcome

II. Roll Call

III. Approval of FY 2014 Revised Annual Plan

IV. Update Report

V. Director's Report Malissa Buzan, Housing Director

VI. Financial Report Nick Montague, Divisional Fiscal Manager

VII. New Business

a. Housing Updates Patricia Campos, Housing Coordinator

b. AZ Housing Updates

VIII. Next Meeting Information

IX. Adjournment

Equal employment opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.
800-304-4452 Toll Free
Countywide T.T.Y. 7-1-1

Financial Resources: Planned Sources and Uses Gila County - AZ045			
	Sources	**Planned $**	**Planned Uses**
1	***Federal Grants (FY 2014 Grants)***		
a	Public Housing Operating Fund	$ -	
b	Public Housing Capital Fund	$ -	
c	HOPE VI Revitalization	$ -	
d	HOPE VI Demolition	$ -	
e	Annual Contributions for Section 8 Tenant-Based Assistance	$ -	
f	Public Housing Drug Elimination Program (including any Technical Assistance funds)	$ -	
g	Resident Opportunity and Self-Sufficiency Grants	$ -	
h	Community Block Grant	$ -	
i	HOME	$ -	
2	***Other Federal Grants (list below)***		
a	Housing Choice Voucher	$ 294,687.00	Section 8 Client Assistance
b	FSS Coordinator Grant	$ -	
3	***Prior Year Federal Grants (Unobligated funds only) (list below)***		
a		$ -	
4	***Public Housing Dwelling Rental Income (list below)***		
a		$ -	
5	***Other Income (list below)***		
a	Fraud/Recovery Collection-Section 8	$ 488.00	Program Operations
b	Section 8 Administrative Fees	$ 21,686.00	Program Operations
c	Section 8 Portable Admin Fees	$ 5,400.00	Program Operations
6	***Non-federal sources (list below)***		
a	Gila County General Fund	$ 50,000.00	Program Operations
	TOTAL Resources:	$ 372,261.00	

Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 08/30/2011

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Gila County Housing Authority	AZ045
PHA Name	PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Michael A. Pastor	Chairman, Gila County Board of Supervisors
Signature	Date

THE GILA COUNTY HOUSING AUTHORITY VIOLENCE AGAINST WOMEN ACT (VAWA)

Purpose and Applicability

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L.109-162) and more generally to set forth Gila County Housing Authority (GCHA) policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This notice provides an overview of the applicability to HUD programs of the recently enacted Violence Against Woman Reauthorization Act of 2013. On March 7, 2013, President Obama signed into law the Violence Against Women Reauthorization Act of 2013 (VAWA 2013). VAWA 2013 extends protections to victims in addition, the law continues many of the housing protections that had been provided by the Violence Against Women Act of 2005 (VAWA 2005) and further expands these safeguards in several crucial ways. These changes include covering more federal housing programs; extending protections to survivors of sexual assault; allowing survivors who remain in the unit to establish eligibility or find new housing when a lease is bifurcated; providing survivors with emergency transfers; and notifying applicants and tenants of VAWA housing rights.

This Policy shall be applicable to the administration by GCHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C.§1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence. Owners and Managers Participating in the housing programs must also comply with VAWA 2013.

Goals and Objectives

This Policy has the following principal goals and objectives:

A. Maintaining compliance with all applicable legal requirements imposed by VAWA;

B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by GCHA;

C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;

D. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by GCHA.

Other GCHA Policies and Procedures

VAWA 2013 did not amend VAWA 2005's provisions concerning the PHA planning process. Therefore, a PHA must still include in its annual plan a description of any activities, services, or programs being undertaken to assist victims of domestic violence, dating violence, sexual assault or stalking. In addition, a PHA must include in its five-year plan a description of any goals, objectives, policies, or programs it uses to serve victims' housing needs. Furthermore, any local community that receives HUD assistance must include in its consolidated planning process a description of the housing needs of victims of domestic violence, dating violence, sexual assault and stalking.

Definitions

As used in this Policy:

A. *Domestic Violence* – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse or intimate partner; A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction."

B. *Dating Violence* – means violence committed by a person—
(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
(B) the existence of such a relationship is determined based on the following factors:

- The length of the relationship.
- The type of relationship.
- The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means –
(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

- that person;
- a member of the immediate family of that person; or
- the spouse or intimate partner of that person;

D. *Sexual Assault* – to mean "any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent."

E. *Affiliated individual* of a victim means, with respect to an individual –
(A) a spouse, parent, brother, sister, or child of that individual, or an individual to whom that person stands in loco parentis; or
(B) any individual, tenant, or lawful occupant living in the household of the individual.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

Denials of Admissions, Termination of Tenancy or Assistance
VAWA 2013 continues VAWA 2005's protections that prohibit an applicant or tenant from being denied admission to, denied assistance under, terminated from participation in, or evicted from housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. Like VAWA 2005, the new law indicates that an incident of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease by the victim and will not be good cause for terminating the assistance or tenancy of the victim.

Criminal activity directly related to the abuse
VAWA 2013 prohibits any person from being denied assistance, tenancy or occupancy rights to housing solely on the basis of criminal activity, if that activity is directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a household member, guest or any person under the tenant's control, if the tenant or affiliated individual of the tenant is the victim.

"Actual and imminent threat" provision
As previously authorized by VAWA 2005, a PHA, owner or manager may evict or terminate assistance to a victim if the PHA, owner or manager can demonstrate an actual and imminent threat to other tenants or employees at the property in the event that the tenant is not evicted or terminated from assistance.

Like VAWA 2005, VAWA 2013 does not define "actual and imminent threat." Therefore, it will be critical for advocates to work with the federal agencies responsible for administering the covered housing programs, especially USDA's Rural Development or the Treasury's IRS, to include in their implementing regulations a clear definition of this crucial term as well as guidance. For example, current HUD regulations implementing VAWA 2005 define the term as a physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. Furthermore, the regulations provide that certain factors be considered in determining the existence of an "actual or imminent threat," including the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. In addition, HUD indicated that eviction or termination of a victim's assistance under this provision should occur "only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat."

Victims must be held to the same standard as other tenants
As under VAWA 2005, for lease violations unrelated to the abuse, a PHA, owner or manager cannot subject an individual who is a victim of domestic violence, dating violence, sexual assault or stalking to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

Bifurcation
Like VAWA 2005, VAWA 2013 allows PHAs, owners and managers of the covered housing programs to bifurcate a lease to evict or terminate assistance to any tenant or lawful occupant who engages in criminal acts of violence against an affiliated individual or others. This action may be taken without penalizing the survivor who is also a tenant or lawful occupant.

Importantly, VAWA 2013 adds a new protection for tenants who remain in the housing as a result of the lease bifurcation. Specifically, if a PHA, owner or manager evicts, removes or terminates assistance to an individual because of criminal acts of violence against family members or others, and that individual is the only tenant eligible to receive the housing assistance, then any remaining tenant will have the opportunity to establish eligibility for the assistance. If no tenant can establish such eligibility, then the PHA, owner or manager must provide the tenant reasonable time (as determined by the respective federal agency) to find new housing or to establish eligibility under another covered housing program.

Portability
VAWA 2013 makes no change to victims' protections concerning portability of Section 8 vouchers, as provided by VAWA 2005. Therefore, a PHA may still permit a family with a Section 8 voucher to move to another jurisdiction if the family has complied with all other obligations of the program and is moving to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence or stalking. The PHA may permit the family to move even if the family's lease term has not yet expired.

Because it left the portability provision untouched, VAWA 2013 failed to extend its coverage to victims of sexual assault. However, because this oversight clearly violates an important purpose of VAWA 2013's housing provisions – to provide protections to sexual assault victims, advocates should ensure that this protection is clarified and included in the implementing regulations.

Court orders. Like VAWA 2005, VAWA 2013 requires that PHAs, owners and managers honor court orders addressing rights of access to or control of property, including civil protection orders issued to protect the victim, as well as orders addressing the distribution or possession of property among household members in a case.

Certification
A. Discretion of PHAs and owners: Like VAWA 2005, VAWA 2013 allows, but does not require, PHAs, owners and managers to make a written request to an individual for certification that he or she is a victim of domestic violence, dating violence, sexual assault or stalking when seeking VAWA's protections. At their discretion, PHAs, owners or managers may apply VAWA to an individual based solely on the individual's statement or other evidence. Any requests for certification must be in writing.

B. Agency-approved form: VAWA 2013 revised the certification process outlined under VAWA 2005 and implemented through forms HUD-50066 or HUD-91066. The new law permits PHAs, owners and managers to request that an individual certify via a form approved by the appropriate federal agency. This form must: (1) state that an applicant or tenant is a victim of domestic violence, dating violence, sexual assault or stalking; (2) state that the incident that is

the ground for protection meets the requirements under the statute; and (3) include the name of perpetrator, if the name is known and safe to provide.

C. Other permissible documents:

- Documentation signed by the victim and a victim service provider, an attorney, a medical professional, or a mental health professional in which the professional attests under penalty of perjury to his or her belief that the victim has experienced an incident of domestic violence, dating violence, sexual assault or stalking that meets the grounds for protection under the statute; or . VAWA 2013 expanded the forms of documentation to include one signed by a victim and a mental health professional in which the professional attests under penalty of perjury. In addition, a victim may now provide an administrative record to document the abuse. Under the new law, instead of the certification form, the applicant or tenant may provide:
- A federal, state, tribal, territorial, or local law enforcement, court or administrative record.

D. Timeline: After a PHA, owner or manager has requested certification in writing, an applicant or tenant has 14 business days to respond to the request. If an individual does not provide the documentation within the 14 days, a PHA, owner or manager may deny admission or assistance, terminate the assistance or bring eviction proceedings for good cause. However, a PHA, owner or manager may extend this timeframe.

Conflicting certification

In situations where the PHA, owner or manager receives documentation with conflicting information, VAWA 2013 provides that the PHA, owner or manager may require an applicant or tenant to submit any of the above-mentioned third-party documentation. While VAWA 2005 did not cover this issue, the HUD regulations implementing VAWA 2005 did address the matter by similarly allowing third-party documentation in instances where two or more household members claimed to be the victim and named the other person as the perpetrator.

Emergency Transfers

VAWA 2013 includes a new provision mandating that each federal agency adopt a model emergency transfer plan to be used by PHAs and owners or managers of housing assisted under the covered housing programs. This transfer plan must allow survivor tenants to transfer to another available and safe dwelling unit assisted under a covered housing program if: (1) the tenant expressly requests the transfer and (2) either the tenant reasonably believes that the tenant is threatened with imminent harm from further violence if the tenant remains within the same assisted dwelling unit, or where the tenant is a victim of sexual assault and the sexual assault occurred on the premises within 90 days before the transfer request. In addition, the transfer plan must incorporate reasonable confidentiality measures to ensure that the PHA, owner or manager does not disclose the location of the new unit to the abuser. Because the new statute fails to explicitly require PHAs and owners to adopt the model plan, regulatory clarifications concerning this duty appear necessary. VAWA 2013 further mandates that HUD establish policies and procedures under which a victim requesting an emergency transfer may receive a tenant protection voucher, although the statute is unclear about whether a victim is entitled to receive a transfer voucher where other transfer options are infeasible.

Confidentiality

In addition to the confidentiality mandate under the new emergency transfer provision, VAWA 2013 further requires that a PHA, owner or manager keep confidential the information an individual provides to certify victim status, including the individual's status as a victim. Furthermore, this information cannot be entered into a shared database or disclosed to another entity or individual, unless the disclosure is: requested or consented to by the individual in writing; required for use in an eviction proceeding to determine whether the incident qualifies as a serious or repeated violation of the lease, good cause to terminate assistance or tenancy, or criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking; or otherwise required by law. The HUD regulations implementing VAWA 2005 also prohibit employees of a PHA, owner or management agent from accessing the information regarding domestic violence unless they are specifically and explicitly authorized to access this information because it is necessary for their work. Presumably, this access limitation will remain effective under VAWA 2013, and, hopefully, will be expanded to the other newly covered housing programs.

Court Orders/Family Break-up

A. *Court orders.* It is GCHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by GCHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. *Family break-up.* Other GCHA policies regarding family break-up are contained in GCHA's Section 8 Administrative Plan.

Relationships with Service Providers

It is the policy of GCHA to cooperate with organizations and entities, both private and governmental, which provide shelter and/or services to victims of domestic violence. If GCHA staff becomes aware that an individual assisted by GCHA is a victim of domestic violence, dating violence or stalking, GCHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring GCHA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. GCHA is part of a Social Services networking that provides assistance to activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a household. Partnerships in the networking include Safe Home and Community Action Program (CAP). Some of examples of assistance are assisting in Rent or Utility payments and assisting victims in need of help who wants to remove themselves from life threatening situations.

Notification and Language Access

VAWA 2013 significantly revised the notification requirements for PHAs and owners or managers of the covered housing programs. The new law requires HUD to develop a notice of VAWA housing rights ("HUD notice"), which includes the right of confidentiality, for applicants and tenants. Specifically, PHAs, owners and managers must provide the HUD notice accompanied by the agency-approved, self-certification form to applicants and tenants: (1) at the time an applicant is denied residency; (2) at the time the individual is admitted; and (3) with any notification of eviction or termination of assistance. In addition, the HUD notice must be

available in multiple languages and be consistent with HUD guidance concerning language access for individuals with limited-English proficiency.

Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, sexual assault or stalking.

Amendment

This policy may be amended from time to time by GCHA as approved by the Gila County Board of Supervisors.

This policy was adopted by the Gila County Board of Supervisors as a supporting document to the Annual Plan.

Gila County
Section 8~
Housing Choice Voucher Program
Payment Standards

Gila County Payment Standards
At 110% of the
Fair Market Rents

0 Bedroom ~ $566
1 Bedroom ~ $590
2 Bedroom ~ $795
3 Bedroom ~ $1148
4 Bedroom ~ $1347

Effective November 1, 2013

RESOLUTION NO. 14-07-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA AUTHORIZING THE GILA COUNTY HOUSING AUTHORITY TO SUBMIT ITS REVISED PHA (PUBLIC HOUSING AUTHORITY) ANNUAL PLAN FOR FISCAL YEAR 2014 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the Department of Housing and Urban Development (HUD) requires Housing Agencies to update their Agency Annual Plan for Fiscal Year (FY) 2014.

WHEREAS, Gila County has held a public hearing to receive public comment on the revised Annual Plan for FY 2014. The revised Annual Plan has also been reviewed by the Section 8 Resident Advisory Board.

NOW, THEREFORE, BE IT RESOLVED BY THE GILA COUNTY BOARD OF SUPERVISORS that:

- The revised Gila County Housing Annual Plan for Fiscal Year 2014 is hereby approved.
- The Chairman of the Gila County Board of Supervisors is authorized and directed to execute the required certifications of compliance associated with the Gila County Housing Authority's Plan and related regulations.

PASSED AND ADOPTED this 15th day of July 2014, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal

NOTICE OF PUBLIC HEARING

Gila County Housing Authority has revised its Agency Annual Public Housing Authority Agency (PHA) Plan for the Fiscal Year 2014 in compliance with the Quality Housing and Work Responsibility Act of 1998. The proposed plan and its supporting documents are available for review at the Gila County Community Services Housing Department, located at 5515 S. Apache Ave., Suite 200 Globe, Arizona from 8:00 a.m. To 5:00 p.m. In addition, a Public Hearing will be held on July 15, 2014 at 10:00 a.m., at the regularly scheduled Board of Supervisors Meeting, Board of Supervisors' Hearing Room, located at 1400 E. Ash Street Globe, Arizona.

Written comments on this plan must be submitted in writing no later than July 11, 2014 at 5:00 pm to the Housing Department at the address Housing Services-Housing Choice Voucher program at 5515 S. Apache Ave. Suite 200, Globe AZ 85501

Gila County Board of Supervisors
Marian Sheppard, Chief Deputy Clerk of the Board

Gila County Housing Authority Section 8-Housing Choice Voucher Program is a federally funded program through the U.S. Department of Housing and Urban Development.

ARF-2646 **Public Hearing** **3. B.**

Special Meeting

Meeting Date:	07/15/2014		
Submitted By:	Marian Sheppard, Clerk, Clerk of the Board of Supervisors		
Department:	Clerk of the Board of Supervisors		
Fiscal Year:	2014-2015	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-14 to 06-30-15	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Public Hearing regarding the final FY 2014-2015 Gila County Budget.

Background Information

On June 24, 2014, the Board of Supervisors adopted the tentative FY 2014-2015 Gila County Budget.

A.R.S. §42-17103 states, "The governing body of each county, city or town shall publish the estimates of revenues and expenses, or a summary of revenues and expenses, and a notice of public hearing of the governing body to hear taxpayers and make tax levies at at designated times and places..." The publication must be done no later than seven (7) days after the Board of Supervisors adopts the tentative Gila County budget.

A summary of the revenues and expenses and a notice of public hearing was published in the Arizona Silver Belt newspaper in the July 2nd and 9th editions per statutory requirements. A copy of the tentative FY 2014-2015 Gila County Budget was mailed to each library within the County; a copy of the entire budget was posted on the County's website; and a copy was made available to the public at the Clerk of the Board's office.

Evaluation

N/A

Conclusion

A public hearing must be held by the Board of Supervisors to discuss and obtain public comment regarding the adoption of the final 2014-2015 fiscal year budget for Gila County. Immediately following the hearing, the Board of Supervisors will consider the adoption of the final FY 2014-2015 Gila County Budget.

Recommendation

N/A

Suggested Motion

Information/Discussion to obtain public comment regarding the adoption of the final FY 2014-2015 Gila County Budget. **(Don McDaniel)**

Attachments

Newspaper Publication of Public Hearing

PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that pursuant to A.R.S. § 42-17103 through 42-17105, the Gila County Board of Supervisors will hold a public hearing and special meeting to discuss and obtain public comment regarding the adoption of the 2014-2015 fiscal year budget for Gila County.

Immediately following the hearing, the Board of Supervisors will adopt the 2014-2015 fiscal year budget.

All interested citizens are invited to attend the public hearing to discuss and obtain public comment regarding the adoption of the 2014-2015 fiscal year budget for Gila County. The public hearing will take place on Tuesday, July 15, 2014, at 10:00 a.m., or thereafter, at the Gila County Courthouse, Board of Supervisors' hearing room, 1400 East Ash Street, Globe, Arizona, and simultaneously broadcast to the Board of Supervisors' conference room at the Payson County Complex, 610 E. Highway 260, Payson, Arizona.

A complete copy of the estimates of revenues and expenses shall be made available at the Gila County libraries, Clerk of the Board Department and on the County's website. The library addresses, County website address, and the summary of the estimates of revenues and expenses are attached to this notice.

DATED AND POSTED this 24th day of June 2014.

Marian Sheppard

Marian Sheppard, Clerk
Gila County Board of Supervisors

Per A.R.S. § 42-17103, listed below are the Gila County library addresses and County website address where a complete copy of the Gila County 2014-2015 fiscal year budget estimates may be found.

Globe Public Library
339 South Broad Street
Globe, Arizona 85501

Hayden Public Library
520 Velasco Avenue
P. O. Box 99
Hayden, Arizona 85235

Isabelle Hunt Memorial Public Library
P. O. Box 229
Pine, Arizona 85544-0229

Miami Memorial Library
282 S. Adonis Avenue
Miami, Arizona 85539

San Carlos Public Library
P. O. Box 545
San Carlos, Arizona 85550

Tonto Basin Public Library
P. O. Box 368
Tonto Basin, Arizona 85553

Young Public Library
P. O. Box 150
Young, Arizona 85554

Payson Public Library
328 N. McLane Road
Payson, Arizona 85541

Gila County Website www.gilacountyaz.gov
Under Offices/Depts. click on "Finance,"
click on "Gila County Budgets," click on
"Gila County Tentative Budget FY 2014-2015"

GILA COUNTY
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2015

FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES* 2014	ACTUAL EXPENDITURES/ EXPENSES** 2014	FUND BALANCE/ NET POSITION*** July 1, 2014**	PROPERTY TAX REVENUES 2015	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2015	OTHER FINANCING 2015		INTERFUND TRANSFERS 2015		TOTAL FINANCIAL RESOURCES AVAILABLE 2015	BUDGETED EXPENDITURES/ EXPENSES 2015
						SOURCES	<USES>	IN	<OUT>		
1. General Fund	$ 36,031,855	$ 32,085,062	$ 5,766,569	Primary: $ 17,434,578	$ 16,958,868	$	$	$	$ 5,929,753	$ 34,230,262	$ 34,230,262
1b Cash Flow Reserve	$ 5,000,000	$	$ 5,000,000							$ 5,000,000	$ 5,000,000
1c Rainy Day Reserve	$ 5,000,000	$	$ 5,000,000		$			$	$	$ 5,000,000	$ 5,000,000
2. General Fund - Override Election				Secondary:							
3. Total General Fund	46,031,855	32,085,062	15,766,569	17,434,578	16,958,868				5,929,753	44,230,262	44,230,262
4. Special Revenue Funds	36,374,757	22,244,577	15,139,978	859,201	17,724,074			2,186,787	455,586	35,454,454	35,454,454
5. Debt Service Funds Available	628,150	628,150						628,150		628,150	628,150
6. Less: Amounts for Future Debt Retirement											
7. Total Debt Service Funds	628,150	628,150						628,150		628,150	628,150
8a. Capital Projects Funds	3,420,100	1,674,283	1,529,553		380,000			1,978,859		3,888,412	3,888,412
8b. CIP Reserve	3,600,000		3,600,000					50,000		3,600,000	3,600,000
9. Permanent Funds	1,791,337	1,670,838			302,320			1,691,543		1,993,863	1,993,863
10. Enterprise Funds Available	3,405,826	1,045,735	2,999,764		1,800,000				150,000	4,649,764	4,649,764
11. Less: Amounts for Future Debt Retirement											
12. Total Enterprise Funds	3,405,826	1,045,735	2,999,764		1,800,000				150,000	4,649,764	4,649,764
13. TOTAL ALL FUNDS	$ 95,252,025	$ 59,348,645	$ 39,035,864	$ 18,293,779	$ 37,165,262	$	$	$ 6,535,339	$ 6,535,339	$ 94,444,905	$ 94,444,905

EXPENDITURE LIMITATION COMPARISON	2014	2015
1. Budgeted expenditures/expenses	$ 95,252,025	$ 94,444,905
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	95,252,025	94,444,905
4. Less: estimated exclusions	57,000,000	57,000,000
5. Amount subject to the expenditure limitation	$ 38,252,025	$ 37,444,905
6. EEC expenditure limitation	$ 40,004,813	$ 39,647,682

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts in this column represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

GILA COUNTY
Tax Levy and Tax Rate Information
Fiscal Year 2015

	2014	2015
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$ 26,747,779	$ 25,789,859
2. Amount received from primary property taxation in the **current** year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$ 18,378,381	$ 17,434,578
B. Secondary property taxes		
General Fund - Override election	$	$
Public Library	880,589	838,515
Pine SLID	2,040	2,026
East Verde SLID	4,889	3,756
Miami Garden SLID	2,321	3,290
Apache Hills SLID	1,022	978
Upper Glendale SLID	1,877	1,822
Midland City/Central Heights SLID	10,842	11,592
Claypool SLID	22,263	25,688
Fire District Assistance Tax	440,188	419,258
Total secondary property taxes	$ 1,366,031	$ 1,306,925
C. Total property tax levy amounts	$ 19,744,412	$ 18,741,503
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$ 17,392,562	
(2) Prior years' levies	527,257	
(3) Total primary property taxes	$ 17,919,819	
B. Secondary property taxes		
(1) **Current** year's levy	$ 876,153	
(2) Prior years' levies	22,483	
(3) Total secondary property taxes	$ 898,636	
C. Total property taxes collected	$ 18,818,455	
5. Property tax rates		
A. County tax rate		
(1) Primary property tax rate	4.1900	4.1900
(2) Secondary property tax rate		
General Fund - Override election		
Public Library	0.2000	0.2000
Fire District Assistance Tax	0.1000	0.1000
(3) Total county tax rate	4.4900	4.4900
B. Special assessment district tax rates		
Secondary property tax rates		
Pine SLID	0.1570	0.1570
East Verde SLID	0.2240	0.2240
Miami Garden SLID	0.8750	0.8750
Apache Hills SLID	0.9210	0.9210
Upper Glendale SLID	1.6380	1.6380
Midland City/Central Heights SLID	0.3050	0.3050
Claypool SLID	0.0560	0.5060

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

ARF-2647 **Regular Agenda Item** **4. A.**

Special Meeting

Meeting Date: 07/15/2014
Submitted For: Jacque Griffin
Submitted By: Marian Sheppard, Clerk, Clerk of the Board of Supervisors
Department: Asst County Manager/Library District

Fiscal Year:	2014-2015	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-14 to 06-30-15	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Adoption of the final FY 2014-2015 Gila County Library District Budget.

Background Information

Arizona Revised Statutes require that special taxing districts, such as the Gila County Library District, adopt a yearly budget. With regard to any issue that affects the Gila County Library District, an official action/decision must be made by the Gila County Library District Board of Directors (BOD). In Gila County, the Board of Supervisors (BOS) acts the the BOD. Prior to addressing any Library District issue, the BOS adjourns as the BOS and then convenes as the BOD.

On June 24, 2014, the Gila County Library District Board of Directors adopted the tentative 2013-2014 fiscal year budget for the Library District in the amount of $1,762,073.

In Gila County, the Board reviews and adopts the Library District budget prior to reviewing and adopting the Gila County budget of which the Library District is included in that budget.

Evaluation

A public hearing was scheduled on this meeting agenda prior to this agenda item to allow the public an opportunity to provide comments, for or against, the final FY 2014-2015 Gila County Budget, to which the Library District's budget is a part of the County's total budget.

Conclusion

The Board of Supervisors will convene as the Gila County Library District Board of Directors in order to address this agenda item.

Recommendation

N/A

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.) Information/Discussion/Action to adopt the final FY 2014-2015 Gila County Library District Budget in the amount of $1,762,073. **(Jacque Griffin) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

Attachments

No file(s) attached.

ARF-2648 **Regular Agenda Item** **4. B.**

Special Meeting

Meeting Date:	07/15/2014		
Submitted For:	Don McDaniel Jr.		
Submitted By:	Marian Sheppard, Clerk, Clerk of the Board of Supervisors		
Department:	County Manager		
Fiscal Year:	2014-2015	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-14 to 06-30-15	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Adoption of Resolution No. 14-07-03 authorizing the adoption of the final FY 2014-2015 Gila County Budget.

Background Information

Arizona Revised Statutes require that the Board of Supervisors (BOS) adopt an annual budget for Gila County.

Per statutory requirements, the Board of Supervisors adopted the tentative FY 2014-2015 Gila County Budget on June 24, 2014, in the amount of $94,444,905; a summary of the estimates of revenues and expenses and a notice of public hearing was published for two (2) consecutive weeks in the official newspaper of the County within seven (7) days after the adoption of the tentative budget - publication dates were July 2nd and 9th; a copy of the tentative FY 2014-2015 Gila County Budget was mailed to all libraries within Gila County, posted on the County's website, and made available for the public's viewing at the Clerk of the Board's office; and a public hearing was held on this date to hear taxpayers' comments on the final County budget prior to the Board's consideration to adopt the final FY 2014-2015 Gila County Budget.

Evaluation

The Board of Supervisors has complied with all statutory requirements with regard to adopting the annual budget for Gila County; therefore, it is the time for the Board to consider adopting Resolution No. 14-07-03, which authorizes the adoption of the final FY 2014-2015 Gila County Budget.

Conclusion

The Board of Supervisors needs to consider adopting the final fiscal year 2014-2015 budget for Gila County.

Recommendation

N/A

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-07-03, which authorizes the adoption of the final FY 2014-2015 Gila County Budget in the amount of $94,444,905. **(Don McDaniel)**

Attachments

Resolution No. 14-07-03

2014-2015 Budget

RESOLUTION NO. 14-07-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE ADOPTION OF THE 2014-2015 FISCAL YEAR BUDGET FOR GILA COUNTY.

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Board of Supervisors did, on June 24, 2014, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of Gila County; and

WHEREAS, in accordance with said chapter of said title, and following due public notice, the Board met on July 15, 2014, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses to tax levies; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the Board would meet on July 15, 2014, at the office of the Board for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate exceed that amount as computed in A.R.S. §42-17051(A).

NOW, THEREFORE, BE IT RESOLVED that the said estimates of revenues and expenditures shown on the accompanying schedules as now reduced or changed by the same are hereby adopted as the budget of Gila County for the 2014-2015 fiscal year.

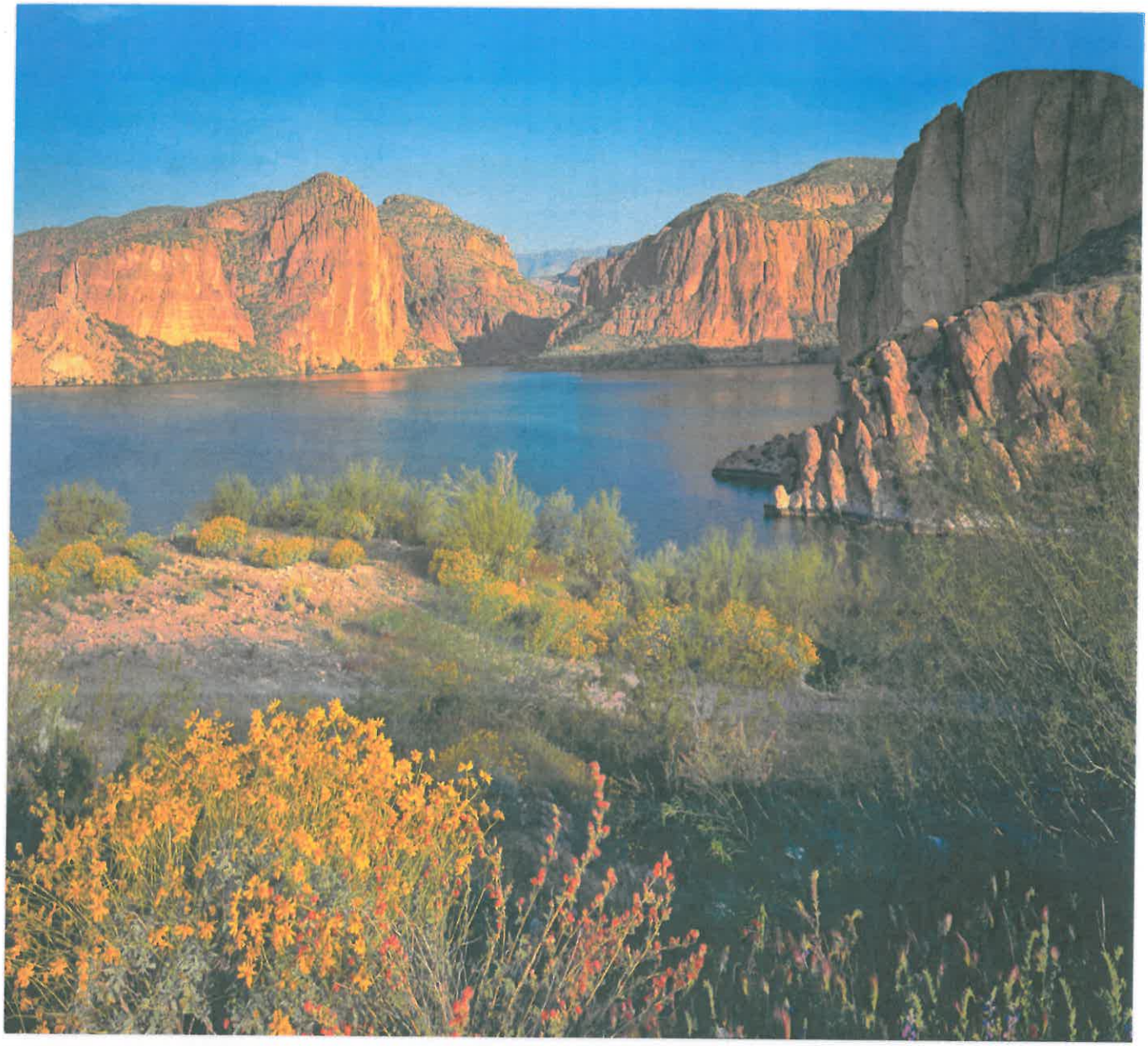
PASSED AND ADOPTED this 15th day of July 2014, by the Board of Supervisors, at Globe, Gila County, Arizona.

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

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

GILA COUNTY ARIZONA



Adopted Budget Fiscal Year 2014 -2015

Gila County Arizona

Annual Adopted Budget
Fiscal Year 2015
(July 1, 2014 – June 30, 2015)

GILA COUNTY BOARD OF SUPERVISORS

Tommie Martin
District 1

Michael Pastor
Chairperson
District 2

John Marcanti
District 3

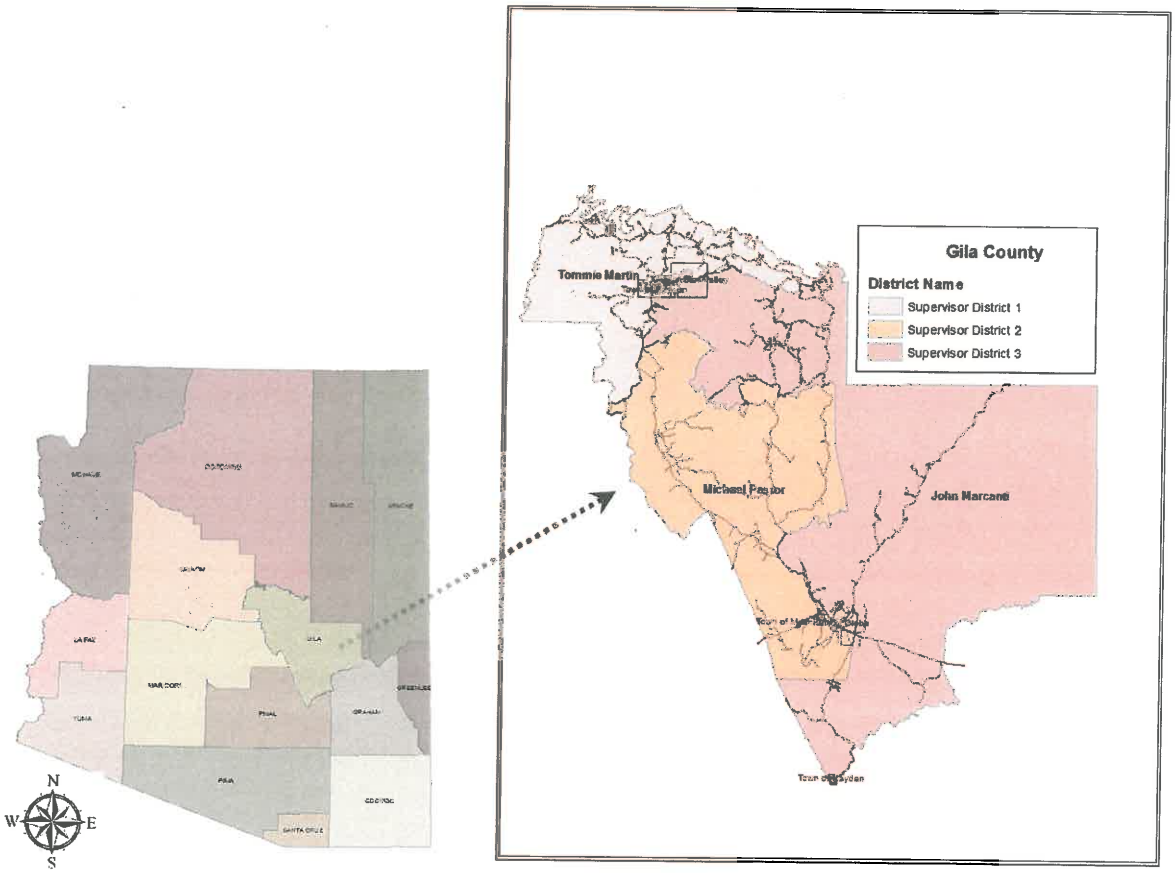
Don E. McDaniel, Jr.
County Manager

Jeff Hessenius
Finance Director

Budget Team
Stacie Allison
Linda Eastlick
Jacque Griffin

www.gilacountyaz.gov

Gila County Supervisor Districts



Countywide Goals

- Maintain and enhance our **Financial Sustainability**.
- Improve our commitment to **Organizational Development** by supporting the highest level of management principles and practices.
- Provide a safe and **Secure Workplace** environment for employees and residents.
- Ensure a **Healthy Environment** within Gila County and promote healthy lifestyles for residents.
- Guarantee that Gila County is a **Safe County** in which visitors, businesses and residents can live, work and play.
- Foster a comprehensive county wide commitment to superior **Communications** to our tax payers, citizens and visitors as well as our employees and contractors.
- Support economic expansion, growth and diversification so that Gila County is recognized as place of **Economic Opportunity**.

Leadership Principles

- "Do the right thing" for the employees.
- Be the best source to those who look to you for information.
- Adopt and implement an open-door policy.
- Plan for accomplishment.
- Promote and expect job ownership.
- "Do the right thing" for the citizens.
- See Gila County citizens as customers.
- Strive for 100% customer satisfaction.
- Be cost conscious in your decisions.
- Support County Policy.
- Be willing to take prudent risks.
- "Do the right thing" for yourself

County Officials

Board of Supervisors

District 1 ..... Tommie Martin, Vice Chairperson
District 2 ..... Michael Pastor, Chairperson
District 3 ..... John Marcanti
County Manager ..... Don E. McDaniel, Jr.
Assistant County Manager ..... Jacque Griffin
Clerk of the Board ..... Marian Sheppard

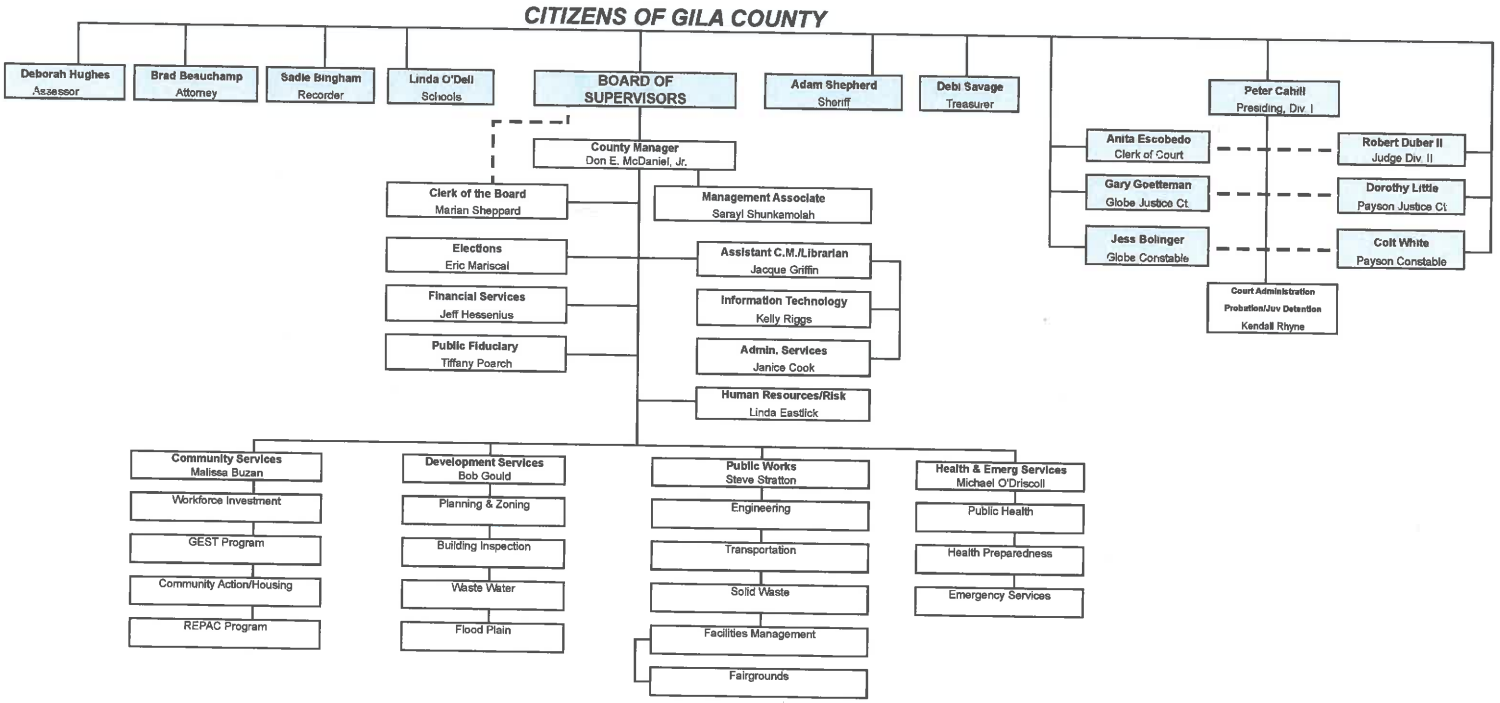
Elected Officials

Clerk of the Superior Court ..... Anita Escobedo
Constable (Globe) ..... Jesse Bolinger
Constable (Payson) ..... Colt White
County Assessor ..... Deborah Hughes
County Attorney ..... Bradley Beauchamp
County Recorder ..... Sadie Jo Bingham
County Sheriff ..... Adam Shepherd
County Superintendent of Schools ..... Linda O'Dell
County Treasurer ..... Debora Savage
Justice of the Peace Globe ..... Gary Goetteman
Payson ..... Dorothy Little
Superior Court Division I ..... Peter J. Cahill
Division II ..... Robert Duber II

Appointed Department Heads

Adult Probation (Chief Probation Officer) ..... Kendall Rhyne
Community Development ..... Robert A. Gould
Community Services ..... Malissa Buzan
Court Administrator ..... Kendall Rhyne
Elections ..... Eric Mariscal
Health and Emergency Services ..... Michael O'Driscoll
Human Resources/Risk Management ..... Linda Eastlick
Finance Director ..... Jeff Hessenius
Information Technology ..... Kelly Riggs
Public Fiduciary ..... Tiffany Poarch
Public Works ..... Steve Stratton

GILA COUNTY ARIZONA



Adopted Budget Fiscal Year 2014 -2015

GILA COUNTY ARIZONA

Schedule A

Summary Schedule of Estimated Revenues and Expenditures/Expenses

Adopted Budget Fiscal Year 2014 -2015

GILA COUNTY
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2015

FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES* 2014	ACTUAL EXPENDITURES/ EXPENSES** 2014	FUND BALANCE/ NET POSITION*** July 1, 2014**	PROPERTY TAX REVENUES 2015	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2015	OTHER FINANCING 2015		INTERFUND TRANSFERS 2015		TOTAL FINANCIAL RESOURCES AVAILABLE 2015	BUDGETED EXPENDITURES/ EXPENSES 2015
						SOURCES	<USES>	IN	<OUT>		
1. General Fund				Primary:							
	$ 36,031,855	$ 32,085,062	$ 5,766,569	$ 17,434,578	$ 16,958,868	$	$	$	$ 5,929,753	$ 34,230,262	$ 34,230,262
1b Cash Flow Reserve	$ 5,000,000	$	$ 5,000,000							$ 5,000,000	$ 5,000,000
1c Rainy Day Reserve	$ 5,000,000	$	$ 5,000,000		$			$	$	$ 5,000,000	$ 5,000,000
2. General Fund - Override Election				Secondary:							
3. Total General Fund	46,031,855	32,085,062	15,766,569	17,434,578	16,958,868				5,929,753	44,230,262	44,230,262
4. Special Revenue Funds	36,374,757	22,244,577	15,139,978	859,201	17,724,074			2,186,787	455,586	35,454,454	35,454,454
5. Debt Service Funds Available	628,150	628,150						628,150		628,150	628,150
6. Less: Amounts for Future Debt Retirement											
7. Total Debt Service Funds	628,150	628,150						628,150		628,150	628,150
8a. Capital Projects Funds	3,420,100	1,674,283	1,529,553		380,000			1,978,859		3,888,412	3,888,412
8b. CIP Reserve	3,600,000		3,600,000					50,000		3,600,000	3,600,000
9. Permanent Funds	1,791,337	1,670,838			302,320			1,691,543		1,993,863	1,993,863
10. Enterprise Funds Available	3,405,826	1,045,735	2,999,764		1,800,000				150,000	4,649,764	4,649,764
11. Less: Amounts for Future Debt Retirement											
12. Total Enterprise Funds	3,405,826	1,045,735	2,999,764		1,800,000				150,000	4,649,764	4,649,764
13. TOTAL ALL FUNDS	$ 95,252,025	$ 59,348,645	$ 39,035,864	$ 18,293,779	$ 37,165,262	$	$	$ 6,535,339	$ 6,535,339	$ 94,444,905	$ 94,444,905

EXPENDITURE LIMITATION COMPARISON	2014	2015
1. Budgeted expenditures/expenses	$ 95,252,025	$ 94,444,905
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	95,252,025	94,444,905
4. Less: estimated exclusions	57,000,000	57,000,000
5. Amount subject to the expenditure limitation	$ 38,252,025	$ 37,444,905
6. EEC expenditure limitation	$ 40,004,813	$ 39,647,682

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts in this column represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

4/13

SCHEDULE A

Schedule B

Tax Levy and Tax Rate Information

GILA COUNTY
Tax Levy and Tax Rate Information
Fiscal Year 2015

	2014	2015
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$ 26,747,779	$ 25,789,859
2. Amount received from primary property taxation in the **current** year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$ 18,378,381	$ 17,434,578
B. Secondary property taxes		
General Fund - Override election	$	$
Public Library	880,589	838,515
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Fire District Assistance Tax	440,188	419,258
Total secondary property taxes	$ 1,366,031	$ 1,306,925
C. Total property tax levy amounts	$ 19,744,412	$ 18,741,503

4. Property taxes collected*	
A. Primary property taxes	
(1) **Current** year's levy	$ 17,392,562
(2) Prior years' levies	527,257
(3) Total primary property taxes	$ 17,919,819
B. Secondary property taxes	
(1) **Current** year's levy	$ 876,153
(2) Prior years' levies	22,483
(3) Total secondary property taxes	$ 898,636
C. Total property taxes collected	$ 18,818,455

5. Property tax rates		
A. County tax rate		
(1) Primary property tax rate	4.1900	4.1900
(2) Secondary property tax rate		
General Fund - Override election		
Public Library	0.2000	0.2000
Fire District Assistance Tax	0.1000	0.1000
(3) Total county tax rate	4.4900	4.4900
B. Special assessment district tax rates		
Secondary property tax rates		
Pine SLID	0.1570	0.1523
East Verde SLID	0.2240	0.2174
Miami Garden SLID	0.8750	0.8487
Apache Hills SLID	0.9210	0.9491
Upper Glendale SLID	1.6380	1.5899
Midland City/Central Heights SLID	0.3050	0.2958
Claypool SLID	0.0560	0.4908

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

Schedule C

Summary by Fund Type of Revenue Other Than Property Taxes

GILA COUNTY
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES 2014	ACTUAL REVENUES* 2014	ESTIMATED REVENUES 2015
GENERAL FUND			
Taxes			
Auto Lieu	$ 1,500,000	$ 1,354,656	1,556,944
State Shared Sales Tax	4,900,000	4,644,936	4,956,150
1/2 Cent County Sales Tax	2,600,000	2,664,101	2,600,000
Licenses and permits			
Building Permits	195,000	159,053	175,000
Mobile Home Permits	5,000	9,360	8,000
Planning & Zoning	8,000	12,981	15,000
Septic/Alt. Sewage Permits	48,000	94,355	105,000
Business/Franchise Licenses	80,000	74,936	80,000
Intergovernmental			
Federal In Lieu Public Lands	3,197,536	3,164,042	3,200,905
SRP In Lieu	185,000	181,788	185,000
State Shared Liquor Licenses	12,000	11,210	12,000
State Shared Lottery share	550,000	550,038	550,000
Child Support Entitlement Reimb	650,000	648,537	600,000
Intergovernmental Agreements	10,500	10,500	10,500
IGA JP Municipality Admn Court	323,000	297,458	323,000
IGA Sheriff Patrol	466,273	466,273	466,273
IGA Sheriff Detention	24,772	24,772	24,772
Federal Grants-Emerg Srvc	110,000	110,000	110,000
Rural Addressing	5,000	20	5,000
Charges for services			
Clerk of the Court Fees	270,000	270,000	270,000
Justice Court Fees	118,000	101,092	118,000
Recorder Fees	120,000	120,837	120,000
Correctional Housing	80,000	79,588	80,000
Sheriff - Special Srvc	79,040	51,068	79,040
Sheriff - Impound Fees	5,125	2,818	5,125
Sheriff - Corr Housing	136,500	136,264	136,500
Sheriff Fees & Charges	4,000	1,000	4,000
Constables Fees	25,000	19,567	25,000
Sewage Plan Review	2,200	2,550	4,000
Fairgrounds Rental	17,000	13,651	17,000
Public Fiduciary	45,000	40,662	45,000
Treasurer	50,000	19,160	50,000
Other	4,000	4,231	4,000
Indigent Defense	20,000	8,116	20,000
Fines and forfeits			
Justice Court Fines	400,000	363,288	400,000
Superior Court Fines	60,218	55,836	60,218
Other Fines	380	2,000	630

GILA COUNTY
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES 2014	ACTUAL REVENUES* 2014	ESTIMATED REVENUES 2015
Investments			
Interest	54,665	78,430	64,665
Rents, royalties, and commissions			
Contributions			
Voluntary contributions		x	
Miscellaneous			
Sales of Equipment/Land	8,000	993	10,000
Sales of Copies/Blueprints	6,200	7,258	6,400
Cost Sharing/Reimb	168,900	91,311	143,400
Election Reimbursement	12,346	7,152	12,346
Penalties & Interest - Property Tax	300,000	95,000	300,000
Total General Fund	$ 16,856,655	$ 16,050,889	$ 16,958,868

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget

SPECIAL REVENUE FUNDS

Road Fund:			
1/2 Cent Transp Excise Tax	$ 3,090,000	$ 3,054,545	2,282,844
1/2 Cent Interest	20,500	26,371	20,500
1/2 Cent Mis	x	23,146	x
1/2 Cent Charges for Forest Service Maint	453,208	x	x
Auto License Registration	810,000	1,083,462	809,409
Highway User Revenue	3,066,000	3,019,126	3,281,152
Licenses & Permits	2,500	18,850	1,000
Forest Fees	50,000	50,000	x
Interest	9,000	8,244	9,000
Intergovernmental Agreements	72,114	x	x
Miscellaneous	68,539	18,087	35,150
Total	$ 7,641,861	$ 7,301,832	$ 6,439,055
Health Fund:			
Food Service Licenses	$ 110,000	$ 115,170	100,000
Charges for Services	85,000	77,289	43,000
Miscellaneous	x	200	300
Total	$ 195,000	$ 192,659	$ 143,300
List Fund:			
1009 Rabies Control	$ 45,000	$ 44,066	47,400
1119 Emergency Response	100,000	333,496	x
1825 Gila County Wellness Program	5,000	2,953	5,000

GILA COUNTY
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES 2014	ACTUAL REVENUES* 2014	ESTIMATED REVENUES 2015
2000 Housing	826,642	750,266	901,749
2001 CAP	505,768	478,344	508,408
2012 GEST	465,000	400,365	447,092
2013 WIA	53,189	34,771	x
2014 Workforce Investment Act	1,460,456	1,968,835	x
2015 Workforce Investment Act Progs	1,278,250	318,110	2,129,331
2016 Workforce Investment Act IV	x	X	907,582
2516 Health Svcs Special Projects	x	X	1,048
2517 HIV	4,561	4,561	4,561
2518 WIC	363,875	232,866	317,625
2519 TB	12,000	12,266	12,000
2521 Community Health Grant	75,000	73,308	75,000
2524 Immunization	68,000	122,943	125,069
2526 Private Stock Vaccines	50,000	211,052	200,000
2527 Population Health Initiative	43,748	43,748	43,748
2528 Commodity Supplement Food Prog	5,160	2,830	5,160
2530 HIV Consortium	142,689	199,496	276,625
2550 Public Hlth Emerg Preparedness	185,681	184,900	200,419
2552 Tobacco Free Environment	135,000	125,823	135,000
2557 Prop 201 Smoke Free AZ Act	52,075	45,432	51,160
2558 Public Health Accreditation	5,000	5,000	45,000
2559 Family Planning	16,800	19,440	16,800
2560 Teen Pregnancy Prevention Svcs	192,000	132,079	192,000
2564 Cenpatico Prevention Svcs	x	x	64,000
2565 Neonatal Intensive Care Program	200	5,575	12,401
2567 Teen Pregnancy Maze	x	x	x
2568 FTF Early Childhood Screening	19,567	27,271	x
2570 Maternal & Child Home Visiting	238,000	56,370	102,000
2575 Healthy Steps	155,000	132,473	190,000
3001 Drug Gang Violent Crime Control	272,117	267,901	272,117
3011 Sheriff's Justice Enhancement	180,600	167,282	180,600
3012 Sheriff Special Projects	x	6,000	x
3013 Sheriff Seized Eq Recapture	5,000	9,480	5,000
3014 Immigration Enforcement	x	1,440	x
3046 Gila County Sheriff K9	x	x	x
3047 Gila Co Sheriff DARE	3,000	1,818	2,000
3054 Sheriff's Victim's Rights	x	x	x
3055 Sheriff's Commissary Fund	40,000	52,452	40,000
3061 Sheriff BLESF Program	138,000	147,667	138,000
3064 Marijuana Eradication	35,000	35,000	35,000
3067 Methamphetamine Program	x	288	x
3073 Homeland Security 14 Sheriff	x	x	x
3074 HSGP-Critical Incident	x	x	x
3510 IV D Incentive/SSRE	148,000	190,141	160,000
3511 Child Support Other Reimb	x	x	x
3512 Child Support Incentive Funds	34,000	36,000	32,000
3528 County Attorney Residual Fund	x	x	x
3531 Attorney's Justice Enhancement	110,000	128,001	110,450
3541 Victim Restitution/Subrogation	6,500	9,771	6,500
3542 Diversion Program CA	100,000	73,202	70,000

GILA COUNTY
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES 2014	ACTUAL REVENUES* 2014	ESTIMATED REVENUES 2015
3543 County Anti Racketeering Fund	21,770	42,885	21,770
3544 Cost of Prosecution Reimb Fund	100,000	96,946	100,000
3545 Bad Check County Attorney	3,300	3,602	3,300
3546 DEA Federal Asset Forfeiture	x	30	30
3547 Deferred Prosecution Program	8,900	10,703	8,900
3552 County Attorney Fill the Gap	8,000	7,632	8,202
3553 Fair & Legal Employment Act	x	5,341	x
3557 A G Victim Rights	30,000	34,000	30,000
3560 Victim Compensation	47,000	63,464	60,000
3561 Drug Prosecution Grant	74,000	32,902	74,000
3563 Crime Victim Assistance Prog	17,600	15,358	17,600
4041 Probation Class Materials	x	x	x
4042 Adult Probation Service Fees	180,000	173,440	180,000
4050 Adult Drug Court	2,000	6,000	6,000
4051 Adult Intensive Prob Supervision	206,405	187,706	240,581
4053 Adult JCEF IPS Assistance	23,222	43,918	23,222
4054 CJEF S/Offender	10,500	10,500	10,500
4055 Community Punishment Program	35,760	30,145	35,760
4056 CJEF Substance Abuse	27,912	27,912	27,912
4057 Drug Treatment Education	30,693	30,693	30,693
4059 State Aid Enhancement	279,650	269,735	279,650
4071 JPSF Treatment	76,810	88,810	89,323
4072 JCEF ERE Assistant	142,972	145,425	142,972
4146 Juvenile Diversion Fees	6,500	7,603	6,500
4147 Juvenile Probation Service Fee	15,668	19,103	15,668
4148 Juvenile Parental Reimb	x	x	x
4150 Juvenile Detention Alternatives	10,000	10,000	10,000
4177 Court Appointed Spec Advocate	83,079	66,563	83,079
4189 Juvenile Drug Court	12,000	12,000	12,000
4192 Juvenile Crime Reduction Grant	x	x	x
4193 Family Counseling	10,218	11,077	10,218
4194 Diversion Consequences	15,158	15,158	15,158
4195 Diversion Intake	245,883	198,105	250,936
4196 Juvenile Intensive Prob Superv	125,013	116,508	125,013
4197 Juvenile Standards Probation	184,223	184,318	188,283
4501 Law Library Fund	28,000	29,859	28,000
4502 Conciliation Court Fund	17,000	14,751	17,000
4540 Local Aid to Indigent Defense	5	x	x
4541 Local State Aid to Courts	x	28	30
4542 Local Probate Assessment Fee	7,730	9,300	8,647
4553 State Aid to Courts	350	221	270
4555 Drug Enforcement/Superior Court	18,375	x	x
4556 Field Trainer	25,000	25,000	25,000
4559 Children's Issues Education	5,895	6,008	5,854
4566 Domestic Relations & Mediation	1,950	1,489	1,930
4569 Aid to Indigent Defense	700	603	635
4574 Superior Crt Cost of Prosecution	72,800	61,833	72,800
4575 DES Access Visitation	5,400	x	5,400
4577 Court Improvement Project	17,623	16,228	16,228
4578 Expedited Child Support/Visit	3,085	2,457	3,500

GILA COUNTY
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES 2014	ACTUAL REVENUES* 2014	ESTIMATED REVENUES 2015
4740 Globe Justice Court Surcharge	12,000	8,572	12,000
4840 Cost of Prosecution-Clerk of the Court	10,936	9,395	10,936
4741 Payson Justice Court Surcharge	14,000	7,459	8,000
4841 Expedited Child Support	3,200	2,075	3,200
4842 Document Conversion Sup Crt	15,000	11,814	15,000
4844 Spousal Maintenance Enforcement	1,200	1,113	1,200
4846 JCEF Surcharge Clk Sup Crt	15,500	17,020	15,500
4847 Family Law Commissioner	500	548	500
5073 Homeland Secty Grant GCSO FY13	49,700	49,700	x
5510 Gila County Education Service	x	x	x
5520 Spec School Reserve Agency	x	x	x
6000 Library District Grants	158,000	115,063	178,000
6010 Library Assistance	95,387	60,020	82,787
6511 Tonto Creek Bridge	178,918	17,065	36,000
6512 Young 512 Road	222,500	x	x
6513 Intergovernmental Agreements	453,200	185,538	227,022
6570 Waste Tire Fund	120,000	96,050	124,000
6593 TE Sidewalks Six Shooter	30,192	30,192	x
6594 TE Sidewalks Main	29,706	29,706	x
7143 Assessor Surcharge	x	x	x
7144 Recorder's Suspense Account	x	24,694	x
7145 Recorder/Document System	50,000	43,960	50,000
7146 Recorder Mine Claim Surcharge	65	3,858	65
7147 Computer System Recorder	10,000	45,211	10,000
7350 Help America Vote Act	25	93	100
7351 HHS Polling Place Accessibility	x	x	x
7430 Treasurer TIF	7,000	7,140	7,000
7494 EECO	x	35,000	x
7498 Agency Pass Thru Grants	30,000	x	x
Total	$ 11,321,056	$ 10,031,725	$ 11,141,719
Total Special Revenue Funds	$ 19,157,917	$ 17,526,216	$ 17,724,074
DEBT SERVICE FUNDS			
	$	$	$
Total Debt Service Funds	$	$	$

GILA COUNTY
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES 2014	ACTUAL REVENUES* 2014	ESTIMATED REVENUES 2015
CAPITAL PROJECTS FUNDS			
1115.106.960 - Natural Resources	$ x	$ x	$ x
1115.341.980 PSWID Water Line	x	26,308	x
1114 - Bond	x	x	x
1007.341.936 - Vehicle Replacement	365,000	334,388	380,000
Total Capital Projects Funds	$ 365,000	$ 360,696	$ 380,000
PERMANENT FUNDS			
6880 Facilities Mgmt	$ 302,320	$ 302,320	302,320
Total Permanent Funds	$ 302,320	$ 302,320	$ 302,320
ENTERPRISE FUNDS			
6850 Recycling & Landfill Management	$ 1,545,000	$ 1,909,711	1,800,000
Total Enterprise Funds	$ 1,545,000	$ 1,909,711	$ 1,800,000
TOTAL ALL FUNDS	$ 38,226,892	$ 36,149,831	$ 37,165,262

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Schedule D

Transfers In

Transfers Out

GILA COUNTY
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2015

FUND	OTHER FINANCING 2015 SOURCES	OTHER FINANCING 2015 <USES>	INTERFUND TRANSFERS 2015 IN	INTERFUND TRANSFERS 2015 <OUT>
GENERAL FUND				
1008 Health Services	$	$	$	624,272
1009 Rabies Control				304,594
2000 Housing				47,000
3001 Drug Gang Violent Crime Control				67,218
4501 Law Library Fund				47,016
4502 Conciliation Court Fund				57,100
5520 Spec School Reserve Agency				1,000
6010 Library Assistance				50,000
1007 Capital Improvements				585,010
1124 Superior & JP Crts Security				408,400
6880 Facilities - Bldg/Land				1,393,908
6880 Facilities - Sheriff				297,635
1115.106.960 Natural Resources				209,000
1115.201.940 Financial Syst Upgrade				85,000
1115.101.945 Public Info Transparency				9,500
1115.101.955 Economic Develop				118,750
1115.201.941 Community College				250,000
1115.107.950 Wage Study/Plan/Impl				696,200
1005.201.355 Debt Service				628,150
1003 CIP Reserve from 1005 GF			50,000	
1005 GF to 1003 CIP Reserve				50,000
1005 GF to 1004 Rainy Day				x
Total General Fund	$	$	$ 50,000	$ 5,929,753
SPECIAL REVENUE FUNDS				
1008 Health Services	$	$	$ 624,272	
1009 Rabies Control			304,594	
1124 Superior & JP Crts Security			408,400	
2000 Housing			47,000	
3001 Drug Gang Violent Crime Control			67,218	
4187 Globe Safe School			57,100	
4501 Law Library Fund			47,016	
4740 Globe JP Court Surcharge				x
5520 Spec School Reserve Agency			1,000	
6010 Library Assistance			50,000	
6510 1/2 Cent Transp Excise				455,586
6511 Tonto Creek Bridge			x	
6513 Intergovernmental Agreeements			364,039	
6593 TE Sidewalks Sixshoot			31,442	
6594 TE Sidewalks Main			34,706	
6855 Russell Gulch Expansion			100,000	
6856 Buckhead Mesa Expansion			50,000	
Total Special Revenue Funds	$	$	$ 2,186,787	455,586

GILA COUNTY
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2015

FUND	OTHER FINANCING 2015 SOURCES	OTHER FINANCING 2015 <USES>	INTERFUND TRANSFERS 2015 IN	INTERFUND TRANSFERS 2015 <OUT>
DEBT SERVICE FUNDS				
1005.201.355 Debt Service	$	$	$ 628,150	$
Total Debt Service Funds	$	$	$ 628,150	$
CAPITAL PROJECTS FUNDS				
1007.341.817 Pine/Strawberry Shelters	$	$	$ 25,399	$
1007.341.818 Broad St Project			x	
1007.341.882 JP Crt Inter Remodel			x	
1007.341.825 Animal Control Building			500,000	
1007.341.874 Payson Courthouse			85,010	
1115.106.960 Natural Resources			209,000	
1115.201.940 Financial Syst Upgrade			85,000	
1115.101.945 Public Info Transparency			9,500	
1115.101.955 Economic Develop			118,750	
1115.201.941 Community College			250,000	
1115.107.950 Wage Study/Plan/Impl			696,200	
Total Capital Projects Funds	$	$	$ 1,978,859	$
PERMANENT FUNDS				
6880 Facilities - Bldg/Land	$	$	$ 1,393,908	$
6880 Facilities - Sheriff			297,635	
Total Permanent Funds	$	$	$ 1,691,543	$
ENTERPRISE FUNDS				
6850.341.436	$	$	$	$ 100,000
6850.341.435				50,000
Total Enterprise Funds	$	$	$	$ 150,000
TOTAL ALL FUNDS	$	$	$ 6,535,339	$ 6,535,339

Schedule E

Expenditures/Expenses by Fund

GILA COUNTY
Expenditures/Expenses by Fund
Fiscal Year 2015

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
GENERAL FUND				
101 Board of Supervisors	$ 1,053,677	$	$ 1,017,962	1,009,024
103 Elections	424,944		210,199	536,342
106 Emergency Serv	252,947		270,191	216,440
107 Human Resources	704,527		698,097	720,093
108 Community Development	1,134,094		1,021,030	1,074,170
115 GIS Addressing	104,682		88,442	52,726
120 Recorder	651,592		471,650	730,324
143 Administrative Services	120,021		122,106	123,762
201.140 General Administration	326,773		358,673	456,386
201.140 AHCCCS/ALTCS	3,559,600		3,538,822	3,520,600
201.142 Professional Services	390,500		286,281	377,500
201/205 Finance/Purchasing	828,284		779,975	862,394
201.610 Community Agencies	138,250		142,600	131,335
203 Treasurer	479,764		436,379	459,063
207 Computer Services	763,272		686,314	715,572
221 Assessor	1,059,302		956,339	1,060,955
300 Sheriff	10,708,918		9,932,044	10,657,163
301 County Attorney	2,019,516		1,779,961	2,034,591
302 Clerk of Superior Crt	1,257,474		1,151,270	1,270,713
305 Child Support Enforcement	836,014		678,111	841,435
311 Globe Justice Court	663,415		555,353	633,072
314 Payson Justice Court	565,708		526,216	536,249
321 Globe Constable	136,004		129,565	142,616
324 Payson Constable	176,914		139,764	177,941
329 Court Information System	358,002		333,691	258,689
331 Superior Court Div I	255,173		250,026	251,197
332 Superior Court Div II	246,771		243,221	244,658
333 Superior Court General	963,018		757,474	851,711
335 Probation	858,067		860,859	828,390
336 Juvenile Detention	1,312,349		1,214,463	1,322,285
341.104 Flood Plain Mgmt	220,705		132,714	201,986
345 Indigent Legal Defense	1,132,060		1,206,128	1,187,878
406 Public Fiduciary	408,930		390,757	411,354
525 Fairgrounds	254,556		187,198	13,210
541 Constituent Services I	90,000		12,645	90,000
542 Constituent Services II	90,000		90,911	90,000
543 Constituent Services III	90,000		64,015	90,000
702 School Superintendent	396,032		349,348	390,781
201.141 Contingency	1,000,000		14,270	1,000,000
Vacancy savings	x		x	(1,342,343)
Total General Fund	$ 36,031,855	$	$ 32,085,062	$ 34,230,262
RESERVES				
1003 CIP Reserve	3,600,000		x	3,600,000
1004 Rainy Day Reserve	5,000,000		x	5,000,000
1006 Cash Flow Reserve	5,000,000		x	5,000,000
Total Reserves	$ 13,600,000	$	$	$ 13,600,000
SPECIAL REVENUE FUNDS				
1008 Health Services Fund	$ 791,620	$	$ 619,247	767,572
1009 Rabies Control	352,355		307,558	351,994

GILA COUNTY
Expenditures/Expenses by Fund
Fiscal Year 2015

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
1119 Emergency Response	139,400		x	279,522
1111 Indirect Cost	x		x	x
1124 Courts Security	520,600		271,838	258,400
1825 Gila County Wellness	5,000		4,692	5,000
2000 Housing	852,874		698,909	946,093
2001 CAP	803,314		546,477	766,905
2012 GEST	450,500		429,419	444,629
2013 WIA	53,189		33,862	x
2014 Workforce Invest Act	1,451,756		2,206,848	x
2015 Workforce Invest Act Prog	1,278,250		504,205	2,129,331
2016 Workforce Invest Act IV	x		55	907,582
2516 Health Svcs Special Proj	5,928		4,880	1,048
2517 HIV	4,561		2,823	4,571
2518 WIC	367,269		256,762	329,035
2519 TB	45,000		15,553	46,161
2521 Community Health Grant	74,518		72,962	74,932
2522 Nutrition	12,334		667	x
2524 Immunization	292,503		120,353	344,812
2526 Private Stock Vaccines	50,000		192,793	296,636
2527 Population Health Initiative	45,355		49,712	44,562
2528 Commodity Supp Food Pr	5,160		3,537	5,194
2530 HIV Consortium	142,046		183,360	260,624
2550 Public Hlth Emerg Prep	285,592		212,791	303,674
2552 Tobacco Free Environ	138,728		122,118	115,931
2557 Smoke Free AZ	49,244		48,066	49,466
2558 Public Hlth Accredit	13,050		70	64,000
2559 Family Planning	26,800		20,358	33,279
2560 Teen Pregnancy Prev Svc	207,703		140,083	222,961
2564 Cenpatico Prevention Svcs	x		x	64,000
2565 Neonatal Intensive Care	40,000		13,397	44,234
2567 Teen Pregnancy Maze	x		x	238
2568 FTF Early Childhood Scr	19,567		17,568	x
2569 Maternal & Child Health	6,547		2,439	x
2570 Maternal & Child Visit	238,000		69,580	102,500
2575 Healthy Steps	155,000		140,516	183,803
3001 Drug Gang Violent Crime	331,807		316,982	339,335
3011 Sheriff's Justice Enhance	344,970		173,086	380,000
3012 Sheriff Special Projects	21,906		6,000	21,906
3013 Sheriff Seize Eq Recap	23,207		2,120	31,720
3014 Immigration Enforcement	12,332		x	13,772
3019 Sheriff Undercover	5,626		x	x
3046 Gila County Sheriff K9	353		x	353
3047 Gila Co Sheriff DARE	4,447		700	5,322
3054 Sheriff's Victim's Rights	1,529		x	1,529
3055 Sheriff's Commissary Fund	70,735		6,241	137,000
3061 Sheriff BLESF Program	138,984		228,890	141,728
3064 Marijuana Eradication	40,000		43,410	35,000
3067 Methamphetamine Prog	18,540		x	18,829
3073 Homeland Security 14	x		4,171	x
3074 HSGP-Critical Incident	x		1,225	x
3510 IV-D Incentive/SSRE	246,652		208,910	274,216
3511 Child Supp Other Reimb	878,662		18,167	828,957

GILA COUNTY
Expenditures/Expenses by Fund
Fiscal Year 2015

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
3512 Child Supp Incentive	363,570		x	439,684
3528 County Attorney Residual	267,000		74,318	106,687
3531 Attorney's Justice Enhance	248,531		156,564	249,727
3541 Victim Restitution/Subrog	64,942		x	70,734
3542 Diversion Program CA	763,602		213,125	508,887
3543 County Anti-Racketeering	349,762		30,301	327,071
3544 Cost of Prosec Reimb	503,483		102,800	541,657
3545 Bad Check-County Attorn	33,300		302	38,105
3546 DEA Federal Asset Forfeit	7,725		x	7,819
3547 Deferred Prosecution Prog	44,534		150	59,708
3552 County Attorney Fill the Gap	63,347		2,321	71,289
3553 Fair & Legal Employ Act	55,647		x	60,988
3557 A G Victim Rights	88,409		41,823	77,114
3560 Victim Compensation	47,180		70,553	60,000
3561 Drug Prosecution Grant	78,651		26,283	78,957
3563 Crime Victim Asst Prog	23,887		23,532	24,034
4041 Probation Class Material	2,000		2,536	2,000
4042 Adult Probation Services	563,043		253,081	518,860
4050 Adult Drug Court	2,000		12,699	6,500
4051 Adult Intensive Prob Sup	244,259		230,068	244,983
4053 Adult JCEF IPS Assist	23,222		7,989	23,222
4054 CJEF S/Offender	10,500		13,642	10,500
4055 Community Punish Prog	35,760		45,539	35,760
4056 CJEF Substance Abuse	27,912		37,221	27,912
4057 Drug Treatment Education	30,693		37,147	30,693
4059 State Aid Enhancement	442,204		409,939	449,013
4071 JPSF-Treatment	76,810		98,476	77,553
4072 JPSF ERE Assistant	142,972		20,882	142,972
4146 Juvenile Diversion Fees	44,315		3,738	52,349
4147 Juvenile Probation Fees	119,522		24,579	122,162
4148 Juvenile Parental Reimb	389		x	389
4150 Juvenile Detention Altern	8,168		12,211	20,371
4177 Court Appointed Spec Adv	85,619		61,044	83,337
4189 Juvenile Drug Court	12,000		x	12,000
4190 Juvenile JCEF	x		x	x
4192 Juvenile Crime Reduction	1,400		493	33
4193 Family Counseling	17,718		11,183	17,718
4194 Diversion-Consequences	15,158		19,146	28,828
4195 Diversion-Intake	250,234		194,934	271,532
4196 Juvenile Intensive Prob Sup	158,229		117,510	188,865
4197 Juvenile Standards Prob	184,172		189,726	186,238
4501 Law Library Fund	89,172		108,968	75,016
4502 Conciliation Court Fund	74,100		76,300	74,100
4540 Local Aid to Indigent Def	20		x	5
4541 Local State Aid to Courts	8,666		x	8,765
4542 Local Probate Assess Fee	49,730		14,881	48,615
4553 State Aid to Courts	68,480		x	68,918
4555 Drug Enforcement/Sup Crt	41,320		1,618	x
4556 Field Trainer	57,139		12,500	67,342
4559 Children's Issues Educ	17,895		5,170	20,459
4566 Domestic Rel & Mediation	9,750		2,021	9,251
4569 Aid to Indigent Defense	168,700		x	170,279

GILA COUNTY
Expenditures/Expenses by Fund
Fiscal Year 2015

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
4574 Superior Crt Cost of Pros	280,800		43,489	311,198
4575 DES Access Visitation	9,031		4,950	5,400
4577 Court Improv Project	30,627		16,867	30,970
4578 Expedited Child Supp/Visit	26,743		500	30,641
4740 Globe Justice Crt Surcharge	47,720		x	59,882
4741 Payson Justice Crt Surch	172,384		15,378	154,997
4840 Cost of Prosec Clrk Sup Crt	41,500		15,184	55,851
4841 Expedited Child Support	29,994		x	35,788
4842 Document Conversion	83,106		52,427	67,196
4844 Spousal Maint Enforcement	15,842		x	18,371
4846 JCEF Surcharge Clrk Sup	135,550		35,875	113,956
4847 Family Law Commissioner	1,800		x	2,654
5073 Homeland Secty GCSO	33,740		2,191	x
5500 GCESA/Detention Educ	76,898		54	x
5510 Gila County Education Ser	8,332		2,439	2,561
5520 Spec School Reserve	2,500		x	1,000
6000 Library District Grants	158,000		164,539	178,000
6010 Library Assistance	1,779,558		1,329,347	1,579,073
6500 Public Works	6,078,153		3,785,927	6,664,113
6510 PW Half Cent Trans Excise	5,731,044		2,834,097	5,780,614
6511 Tonto Creek Bridge	603,973		22,142	36,000
6512 Young 512 Road	222,500		x	108,257
6513 Intergover Agreements	772,000		1,210,758	364,039
6540 Public Works HELP	x		x	x
6570 Waste Tire Fund	219,857		147,359	213,819
6593 TE Sidewalks Six Shooter	55,192		25,453	31,442
6594 TE Sidewalks Main	54,706		14,943	34,706
6860 Fuel Management	x		x	x
6870 Fleet Management	x		x	x
7143 Assessor Surcharge	240,000		69,170	168,000
7144 Recorder's Suspense Acct	x		x	24,694
7145 Recorder/Document Syst	60,000		51,523	98,569
7146 Mine Claim Surcharge	998		x	1,064
7147 Computer System-Record	113,000		2,676	178,866
7350 Help America Vote Act	27,037		x	27,323
7351 HHS Polling Place	75		x	75
7430 Treasurer TIF	29,000		6,882	18,736
7494 EECO	x		x	x
7498 Agency Pass Thru Grants	30,000		x	x
7510 Pine SLID	2,040		1,599	1,744
7511 Apache Hills SLID	5,084		2,740	1,445
7512 Upper Glendale SLID	1,159		1,169	1,768
7513 East Verde SLID	3,976		3,376	3,845
7514 Miami Gardens SLID	2,558		2,867	3,192
7515 Midland Cty/Cn Hghts SLID	14,795		14,112	14,244
7516 Claypool/Lwr Miami SLID	23,131		20,263	33,004
Reserve - Special Project	2,000,000		1,253,566	1,500,000
Total Special Revenue Funds	$ 36,374,757	$	$ 22,244,577	$ 35,454,454
DEBT SERVICE FUNDS				
201.355 Debt Service	$ 628,150	$	$ 628,150	628,150

GILA COUNTY
Expenditures/Expenses by Fund
Fiscal Year 2015

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
Total Debt Service Funds	$ 628,150	$	$ 628,150	$ 628,150
CAPITAL PROJECTS FUNDS				
1007 Capital Improvements	$ 2,037,033	$	$ 1,119,044	2,732,216
1115 Non-Capitalized Projects	700,000		450,764	672,250
1114 Bond	683,067		104,475	483,946
Total Capital Projects Funds	$ 3,420,100	$	$ 1,674,283	$ 3,888,412
PERMANENT FUNDS				
6880 Facilities Mgmt	$ 1,480,318	$	$ 1,414,572	1,696,228
6880 Facilities Mgmt-Sheriff	311,019		256,266	297,635
Total Permanent Funds	$ 1,791,337	$	$ 1,670,838	$ 1,993,863
ENTERPRISE FUNDS				
6850 Recycling & Lndfl Mgmt	$ 1,705,826	$	$ 1,037,735	$ 2,608,354
6855 Russell Gulch Expansion	1,700,000		8,000	1,991,410
6856 Buckhead Mesa Expansion	x		x	50,000
Total Enterprise Funds	$ 3,405,826	$	$ 1,045,735	$ 4,649,764
TOTAL ALL FUNDS	$ 95,252,025	$	$ 59,348,645	$ 94,444,905

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Schedule F

Expenditures/Expenses by Department

GILA COUNTY
Expenditures/Expenses by Department
Fiscal Year 2015

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
Board of Supervisors				
Board of Supervisors	$ 1,053,677	$	$ 1,017,962	$ 1,009,024
Community Agencies	138,250		142,600	131,335
Constituent Services I	90,000		12,645	90,000
Constituent Services II	90,000		90,911	90,000
Constituent Services III	90,000		64,015	90,000
EECO	x		x	x
Agency Pass Thru	30,000		x	x
Department Total	$ 1,491,927	$	$ 1,328,133	$ 1,410,359
Reserves				
Contingency	$ 1,000,000	$	$ 14,270	$ 1,000,000
Vacancy savings	x		x	(1,342,343)
Cash Flow Reserve	5,000,000		x	5,000,000
Rainy Day Fund	5,000,000		x	5,000,000
CIP Reserve	3,600,000		x	3,600,000
Reserve-Special Project	x		x	
Department Total	$ 14,600,000	$	$ 14,270	$ 13,257,657
Assessor				
Assessor	$ 1,059,302	$	$ 956,339	$ 1,060,955
Assessor Surcharge	240,000		69,170	168,000
Department Total	$ 1,299,302	$	$ 1,025,509	$ 1,228,955
Recorder				
Recorder	$ 651,592	$	$ 471,650	$ 730,324
Recorder's Suspense Acct	x		x	24,694
Recorder/Document Syst	60,000		51,523	98,569
Mine Claim Surcharge	998		x	1,064
Computer System	113,000		2,676	178,866
Department Total	$ 825,590	$	$ 525,849	$ 1,033,517
Treasurer				
Treasurer	$ 479,764	$	$ 436,379	$ 459,063
Treasurer TIF	29,000		6,882	18,736
Department Total	$ 508,764	$	$ 443,261	$ 477,799
School Superintendent				
School Superintendent	$ 396,032	$	$ 349,348	$ 390,781
GCESA/Detention Educ	76,898		54	x
Gila County Educ Srvc	8,332		2,439	2,561
Spec School Reserve	2,500		x	1,000
Department Total	$ 483,762	$	$ 351,841	$ 394,342

GILA COUNTY
Expenditures/Expenses by Department
Fiscal Year 2015

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
County Attorney				
County Attorney	$ 2,019,516	$	$ 1,779,961	$ 2,034,591
Child Support Enforce	836,014		678,111	841,435
IV-D Incentive/SSRE	246,652		208,910	274,216
Child Support Other Reimb	878,662		18,167	828,957
Child Support Incentive	363,570		x	439,684
County Att Residual Fund	267,000		74,318	106,687
Attorney's Justice Enhance	248,531		156,564	249,727
Victim Restit/Subrog	64,942		x	70,734
Diversion Program CA	763,602		213,125	508,887
County Anti-Racketeer	349,762		30,301	327,071
Cost of Prosec Reimb	503,483		102,800	541,657
Bad Check - CA	33,300		302	38,105
DEA Federal Asset Forfeit	7,725		x	7,819
Deferred Prosec Prog	44,534		150	59,708
CA Fill the Gap	63,347		2,321	71,289
Fair & Legal Employ Act	55,647		x	60,988
A G Victim Rights	88,409		41,823	77,114
Victim Compensation	47,180		70,553	60,000
Drug Prosecution Grant	78,651		26,283	78,957
Crime Victim Assist Prog	23,887		23,532	24,034
Department Total	$ 6,984,414	$	$ 3,427,221	$ 6,701,660
Sheriff				
Sheriff	10,708,918	$	$ 9,932,044	$ 10,657,163
Sheriff Jail Maintenance	311,019		256,266	297,635
Drug Gang Violent Crime Cntrl	331,807		316,982	339,335
Sheriff's Justice Enhancement	344,970		173,086	380,000
Sheriff Special Projects	21,906		6,000	21,906
Sheriff Seized Eq Recapture	23,207		2,120	31,720
Immigration Enforcement	12,332		x	13,772
Sheriff Undercover	5,626		x	x
Gila Cty Sheriff K9	353		x	353
Gila Co Sheriff DARE	4,447		700	5,322
Sheriff's Victim's Rights	1,529		x	1,529
Sheriff's Commissary	70,735		6,241	137,000
Sheriff BLESF Prog	138,984		228,890	141,728
Marijuana Eradication	40,000		43,410	35,000
Methamphetamine Prog	18,540		x	18,829
Homeland Security 14	x		4,171	x
HSGP-Critical Incident	x		1,225	x
Homeland Secty GCSO FY13	33,740		2,191	x
Department Total	$ 12,068,113	$	$ 10,973,326	$ 12,081,292
Globe Constable				
Globe Constable	136,004		129,565	142,616
Department Total	$ 136,004	$	$ 129,565	$ 142,616

GILA COUNTY
Expenditures/Expenses by Department
Fiscal Year 2015

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
Payson Constable				
Payson Constable	176,914		139,764	177,941
Department Total	$ 176,914	$	$ 139,764	$ 177,941
Superior Court				
Superior Court Div I	255,173	$	$ 250,026	$ 251,197
Superior Court Div II	246,771		243,221	244,658
Superior Court General	963,018		757,474	851,711
Court Information System	358,002		333,691	258,689
Indigent Legal Defense	1,132,060		1,206,128	1,187,878
Law Library Fund	89,172		108,968	75,016
Conciliation Court Fund	74,100		76,300	74,100
Local Aid to Indigent Defense	20		x	5
Local State Aid to Courts	8,666		x	8,765
Local Probate Assess Fee	49,730		14,881	48,615
State Aid to Courts	68,480		x	68,918
Drug Enforcement/Supr Crt	41,320		1,618	x
Field Trainer	57,139		12,500	67,342
Children's Issues Education	17,895		5,170	20,459
Domestic Relations & Mediation	9,750		2,021	9,251
Aid to Indigent Defense	168,700		x	170,279
Superior Crt Cost of Prosec	280,800		43,489	311,198
DES Access Visitation	9,031		4,950	5,400
Court Improvement Project	30,627		16,867	30,970
Expedited Child Supp Visit	26,743		500	30,641
Department Total	$ 3,887,197	$	$ 3,077,804	$ 3,715,092
Probation				
Probation	858,067	$	$ 860,859	$ 828,390
Probation Class Material	2,000		2,536	2,000
Adult Probation Services	563,043		253,081	518,860
Adult Drug Court	2,000		12,699	6,500
Adult Intensive Prob Supr	244,259		230,068	244,983
Adult JCEF IPS Assist	23,222		7,989	23,222
CJEF S/Offender	10,500		13,642	10,500
Comm Punishment Program	35,760		45,539	35,760
CJEF Substance Abuse	27,912		37,221	27,912
Drug Treatment Education	30,693		37,147	30,693
State Aid Enhancement	442,204		409,939	449,013
JPSF - Treatment	76,810		98,476	77,553
JPSF ERE Assistant	142,972		20,882	142,972
Juvenile Diversion Fees	44,315		3,738	52,349
Juvenile Probation Fees	119,522		24,579	122,162
Juvenile Parental Reimb	389		x	389
Court Appt Spec Advocate	85,619		61,044	83,337
Juvenile Drug Court	12,000		x	12,000
Juvenile JCEF	x		x	x
Juvenile Crime Reduction	1,400		493	33
Family Counseling	17,718		11,183	17,718

GILA COUNTY
Expenditures/Expenses by Department
Fiscal Year 2015

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
Diversion - Consequences	15,158		19,146	28,828
Diversion - Intake	250,234		194,934	271,532
Juv Intensive Probation Superv	158,229		117,510	188,865
Juvenile Standards Probation	184,172		189,726	186,238
Juvenile Standard JCEF	x		x	
Department Total	$ 3,348,198	$	$ 2,652,431	$ 3,361,809
Juvenile Detention				
Juvenile Detention	1,312,349	$	$ 1,214,463	$ 1,322,285
Juv Detention Alternatives	8,168		12,211	20,371
Department Total	$ 1,320,517	$	$ 1,226,674	$ 1,342,656
Globe Justice Court				
Globe Justice Court	663,415	$	$ 555,353	$ 633,072
Globe Justice Crt Surcharge	47,720		x	59,882
Department Total	$ 711,135	$	$ 555,353	$ 692,954
Payson Justice Court				
Payson Justice Court	565,708	$	$ 526,216	$ 536,249
Payson Justice Crt Surcharge	172,384		15,378	154,997
Department Total	$ 738,092	$	$ 541,594	$ 691,246
Clerk of the Court				
Clerk of the Superior Court	1,257,474	$	$ 1,151,270	$ 1,270,713
Cost of Pros Clrk Sup Court	41,500		15,184	55,851
Expedited Child Support	29,994		x	35,788
Doc Conversion Superior Crt	83,106		52,427	67,196
Spousal Maintenance Enforce	15,842		x	18,371
JCEF Surch-Clerk Sup Crt	135,550		35,875	113,956
Family Law Commissioner	1,800		x	2,654
Department Total	$ 1,565,266	$	$ 1,254,756	$ 1,564,529
Elections				
Elections	424,944	$	$ 210,199	$ 536,342
Help America Vote Act	27,037		x	27,323
HHS Polling Place Access	75		x	75
Department Total	$ 452,056	$	$ 210,199	$ 563,740

GILA COUNTY
Expenditures/Expenses by Department
Fiscal Year 2015

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
Emergency Services				
Emergency Services	329,092	$	$ 270,191	$ 216,440
Emergency Response	139,400		x	279,522
Natural Resources	220,000		125,037	209,000
Department Total	$ 688,492	$	$ 395,228	$ 704,962
Finance/Purchasing				
Finance	828,284	$	$ 779,975	$ 862,394
General Administration	326,773		358,673	456,386
AHCCCS/ALTCS	3,559,600		3,538,822	3,520,600
Professional Services	390,500		286,281	377,500
Indirect Costs	x		x	x
Debt Services	628,150		628,150	628,150
Department Total	$ 5,733,307	$	$ 5,591,901	$ 5,845,030
Human Resources				
Human Resources	704,527	$	$ 698,097	$ 720,093
Gila Cty Wellness Program	5,000		4,692	5,000
Reserve-Special Project	2,000,000		1,253,566	1,500,000
Department Total	$ 2,709,527	$	$ 1,956,355	$ 2,225,093
Administrative Services				
Administrative Services	120,021	$	$ 122,106	$ 123,762
Department Total	$ 120,021	$	$ 122,106	$ 123,762
Community Development				
Community Development	1,134,094	$	$ 1,021,030	$ 1,074,170
Department Total	$ 1,134,094	$	$ 1,021,030	$ 1,074,170
Computer Services				
Computer Services	763,272	$	$ 686,314	$ 715,572
Department Total	$ 763,272	$	$ 686,314	$ 715,572
Public Fiduciary				
Public Fiduciary	408,930	$	$ 390,757	$ 411,354
Department Total	$ 408,930	$	$ 390,757	$ 411,354

GILA COUNTY
Expenditures/Expenses by Department
Fiscal Year 2015

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
Fairgrounds				
Fairgrounds	254,556	$	$ 187,198	$ 13,210
Department Total	$ 254,556	$	$ 187,198	$ 13,210
Public Works				
Flood Plain Management	220,705	$	$ 132,714	$ 201,986
GIS Addressing	121,087		88,442	52,726
Public Works	6,078,153		3,785,927	6,664,113
PW Half Cent Transp Excise Tax	5,731,044		2,834,097	5,780,614
Tonto Creek Bridge	603,973		22,142	36,000
Young 512 Road	222,500		x	108,257
Intergovern Agreements	772,000		1,210,758	364,039
Public Works HELP	x		x	x
Waste Tire Fund	219,857		147,359	213,819
TE Sidewalks Six Shooter	55,192		25,453	31,442
TE Sidewalks Main	54,706		14,943	34,706
Fuel Management	x		x	x
Fleet Management	x		x	x
Pine SLID	2,040		1,599	1,744
Apache Hills SLID	5,084		2,740	1,445
Upper Glendale SLID	1,159		1,169	1,768
East Verde SLID	3,976		3,376	3,845
Miami Gardens SLID	2,558		2,867	3,192
Midland City/Cntrl Hghts SLID	14,795		14,112	14,244
Claypool/Lwr Miami SLID	23,131		20,263	33,004
Non-Capitalized Projects	480,000		325,727	463,250
Bond	683,067		104,475	483,946
Capital Improvements	2,037,033		1,119,044	2,732,216
Recycling & Landfill Mgmt	1,705,826		1,037,735	2,608,354
Russell Gulch Expansion	1,700,000		8,000	1,991,410
Buckhead Mesa Expansion	x		x	50,000
Facilities Management	1,480,318		1,414,572	1,696,228
Courts Security	520,600		271,838	258,400
Department Total	$ 22,738,804	$	$ 12,589,352	$ 23,830,748
Health				
Health Service Fund	791,620		619,247	767,572
Rabies Control	352,355		307,558	351,994
Health Svc Special Projects	5,928		4,880	1,048
HIV	4,561		2,823	4,571
WIC	367,269		256,762	329,035
TB	45,000		15,553	46,161
Community Health Grant	74,518		72,962	74,932
Nutrition	12,334		667	x
Immunization	292,503		120,353	344,812
Private Stock Vaccines	50,000		192,793	296,636
Population Health Initiative	45,355		49,712	44,562
Commodity Supp Food Prog	5,160		3,537	5,194

GILA COUNTY
Expenditures/Expenses by Department
Fiscal Year 2015

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
HIV Consortium	142,046		183,360	260,624
Public Hlth Emerg Preparedness	285,592		212,791	303,674
Tobacco Free Environment	138,728		122,118	115,931
Smoke Free AZ	49,244		48,066	49,466
Public Health Accreditation	13,050		70	64,000
Family Planning	26,800		20,358	33,279
Teen Pregnancy Prev Svc	207,703		140,083	222,961
Cenpatico Prevention Svcs	x		x	64,000
Neonatal Intens Care Prog	40,000		13,397	44,234
Teen Pregnancy Maze	x		x	238
FTF Early Childhood Screen	19,567		17,568	x
Maternal & Child Health	6,547		2,439	x
Maternal & Child Visiting	238,000		69,580	102,500
Healthy Steps	155,000		140,516	183,803
Department Total	$ 3,368,880	$	$ 2,617,193	$ 3,711,227
Community Services				
Housing	852,874	$	$ 698,909	$ 946,093
CAP	803,314		546,477	766,905
GEST	450,500		429,419	444,629
WIA	53,189		33,862	x
Workforce Invest Act	1,451,756		2,206,848	x
Workforce Invest Act Progs	1,278,250		504,205	2,129,331
Workforce Invest Act IV	x		55	907,582
Department Total	$ 4,889,883	$	$ 4,419,775	$ 5,194,540
Library District				
Library District Grants	158,000	$	$ 164,539	$ 178,000
Library Assistance	1,779,558		1,329,347	1,579,073
Department Total	$ 1,937,558	$	$ 1,493,886	$ 1,757,073
TOTAL BUDGET	$ 95,344,575	$	$ 59,348,645	$ 94,444,905

Schedule G

Full-Time Employees and Personnel Compensation

GILA COUNTY
Full-Time Employees and Personnel Compensation
Fiscal Year 2015

FUND	Full-Time Equivalent (FTE) 2015	Employee Salaries and Hourly Costs 2015	Retirement Costs 2015	Healthcare Costs 2015	Other Benefit Costs 2015	Total Estimated Personnel Compensation 2015
GENERAL FUND						
101 Board of Supervisors	11.50	667,124	100,163	88,080	54,313	909,680
103 Elections	4.00	147,051	15,608	30,636	11,827	205,122
106 Emergency Services	2.33	117,400	13,618	17,807	9,465	158,290
107 Human Resources	4.50	187,763	21,781	34,466	15,183	259,193
108 Community Development	15.00	697,410	78,579	114,887	58,694	949,570
115 GIS Rural Addressing	1.00	29,190	3,386	7,659	2,279	42,514
120 Recorder	12.00	373,701	50,942	91,909	30,022	546,574
143 Administrative Services	3.00	74,437	8,635	22,977	5,810	111,859
201/205 Finance/Purchasing	13.00	524,234	60,812	99,568	41,580	726,194
203 Treasurer	7.00	271,306	39,064	53,614	22,029	386,013
207 Computer Services	6.09	291,621	33,828	46,644	23,279	395,372
221 Assessor	17.00	624,449	80,028	130,205	52,279	886,961
300 Sheriff	152.34	5,871,088	1,085,300	1,137,380	664,789	8,758,557
301 County Attorney	24.60	1,304,207	166,005	188,414	102,262	1,760,888
302 Clerk of Superior Crt	23.40	826,380	100,895	176,160	64,376	1,167,811
305 Child Support Enforcement	14.00	487,590	56,560	107,228	38,011	689,389
311 Globe Justice Court	10.10	412,733	53,791	76,591	33,257	576,372
314 Payson Justice Court	9.00	348,301	49,646	68,932	27,620	494,499
321 Globe Constable	2.50	93,775	16,828	15,318	7,795	133,716
324 Payson Constable	2.48	114,079	18,966	15,318	9,378	157,741
329 Court Information System	3.00	120,436	13,971	22,977	11,205	168,589
331 Superior Court Div I	3.00	176,482	29,099	22,977	9,239	237,797
332 Superior Court Div II	3.00	177,401	29,206	22,977	10,574	240,158
333 Superior Court General	9.68	522,527	58,856	73,528	41,350	696,261
335 Probation	9.52	432,187	61,623	72,914	38,191	604,915
336 Juvenile Detention	24.96	810,743	130,531	183,819	79,692	1,204,785
341.104 Flood Plain Mgmt	2.48	129,403	13,103	15,318	11,011	168,835
406 Public Fiduciary	7.00	245,778	28,510	53,614	19,946	347,848
702 School Superintendent	6.41	256,595	37,357	49,095	21,034	364,081
Vacancy savings						(1,342,343)
Total General Fund	403.89	$ 16,335,391	$ 2,456,691	$ 3,041,012	$ 1,516,490	= $ 22,007,241
SPECIAL REVENUE FUNDS						
1008 Health Services Fund	8.46	347,801	47,162	57,941	27,746	480,650
1009 Rabies Control	6.06	166,247	18,558	45,955	14,999	245,759

GILA COUNTY
Full-Time Employees and Personnel Compensation
Fiscal Year 2015

FUND	Full-Time Equivalent (FTE) 2015	Employee Salaries and Hourly Costs 2015	Retirement Costs 2015	Healthcare Costs 2015	Other Benefit Costs 2015	Total Estimated Personnel Compensation 2015
2000 Housing	4.96	170,221	19,745	38,295	14,612	242,873
2001 CAP	4.09	145,948	16,929	31,632	11,468	205,977
2012 GEST	9.37	260,988	29,168	71,996	21,043	383,195
2015 Workforce Invest Act	9.47	345,095	39,911	72,598	27,517	485,121
2517 HIV	0.05	1,734	201	383	138	2,456
2518 WIC	6.91	199,433	23,134	54,456	15,768	292,791
2519 TB	0.08	3,641	422	613	289	4,965
2521 Community Health Grant	1.29	38,935	4,516	9,880	3,075	56,406
2524 Immunization	2.44	86,875	10,078	14,859	6,860	118,672
2526 Private Stock Vaccines	0.17	7,738	898	1,302	614	10,552
2527 Population Health Initiative	0.60	19,022	2,207	766	1,485	23,480
2528 Commodity Supp Food Pr	0.11	2,669	310	843	212	4,034
2530 HIV Consortium	3.04	95,054	11,026	23,284	7,537	136,901
2550 Public Hlth Emerg Prep	2.30	142,018	14,775	17,616	11,214	185,623
2552 Tobacco Free Environ	2.10	65,657	7,616	16,084	5,207	94,564
2557 Smoke Free AZ	0.78	36,384	4,221	5,974	2,887	49,466
2559 Family Planning	0.05	2,276	264	383	180	3,103
2560 Teen Pregnancy Prev Svc	3.34	95,066	11,028	25,581	7,490	139,165
2564 Cenpatico Prevention Svc	1.10	30,857	3,579	8,297	2,444	45,177
2570 Maternal & Child Home Visit	1.45	51,092	5,926	11,233	4,032	72,283
2575 Healthy Steps	2.46	88,798	10,301	18,841	7,023	124,963
3001 Drug Gang Violent Crime	4.00	211,974	72,495	30,636	24,230	339,335
3055 Sheriff's Commissary Fund	1.00	36,424	2,882	7,659	3,836	50,801
3061 Sheriff BLESF Program	2.00	86,652	29,635	15,318	10,123	141,728
3510 IV-D Incentive/SSRE	2.00	65,271	7,571	15,318	5,087	93,247
3511 Child Supp Other Reimb	1.00	59,717	6,927	7,659	4,654	78,957
3531 Attorney's Justice Enhance	4.00	153,593	17,817	30,636	11,972	214,018
3542 Diversion Program CA	6.98	297,435	34,485	45,955	23,184	401,059
3544 Cost of Prosec Reimb	3.00	130,145	15,097	22,977	10,144	178,363
3547 Deferred Prosecution Prog	1.00	29,190	3,386	7,659	2,275	42,510
3557 A G Victim Rights	0.90	29,707	3,446	6,893	2,316	42,362
3561 Drug Prosecution Grant	1.00	59,717	6,927	7,659	4,654	78,957
3563 Crime Victim Asst Prog	0.50	16,923	1,963	3,830	1,318	24,034
4042 Adult Probation Services	4.75	182,497	28,627	36,380	17,682	265,186
4051 Adult Intensive Prob Sup	4.20	170,086	26,387	32,168	16,342	244,983
4059 Adult Int Probation Supv	8.08	309,644	47,828	61,886	29,655	449,013
4071 JPSF-Treatment	1.00	51,490	8,300	7,659	5,092	72,541
4146 Juvenile Diversion Fees	0.25	5,841	678	1,915	455	8,889
4147 Juvenile Probation Fees	0.50	15,326	1,778	3,830	1,193	22,127
4177 Court Appointed Spec Adv	1.50	51,636	5,990	11,489	4,022	73,137
4194 Diversion-Consequences	0.58	17,309	516	1,532	1,367	20,724

GILA COUNTY
Full-Time Employees and Personnel Compensation
Fiscal Year 2015

FUND	Full-Time Equivalent (FTE) 2015	Employee Salaries and Hourly Costs 2015	Retirement Costs 2015	Healthcare Costs 2015	Other Benefit Costs 2015	Total Estimated Personnel Compensation 2015
4195 Diversion-Intake	4.05	191,445	30,603	31,019	18,465	271,532
4196 Juvenile Intensive Prob Sup	3.00	111,311	14,047	22,977	10,530	158,865
4197 Juvenile Standards Prob	3.25	119,705	15,704	24,892	11,480	171,781
4501 Law Library Fund	1.00	27,102	3,144	7,659	2,111	40,016
4574 Superior Crt Cost of Pros	0.60	31,767	2,689	4,595	2,475	41,526
4577 Court Improv Project	0.50	11,400	1,322	3,830	888	17,440
6000 Library District Grants	0.30	58,844	1,177	2,298	4,593	66,912
6010 Library Assistance	3.20	169,974	19,717	24,509	13,863	228,063
6500 Public Works	74.56	2,745,866	315,086	570,606	289,933	3,921,491
6570 Waste Tire Fund	0.67	23,237	2,696	5,106	1,814	32,853
6860 Fuel Management	0.50	18,080	2,062	3,830	1,536	25,508
6870 Fleet Management	2.50	74,898	8,665	19,148	7,777	110,488
Total Special Revenue Funds	213.04	$ 7,967,755	$ 1,021,622	$ 1,608,339	$ 738,906	= $ 11,336,622
DEBT SERVICE FUNDS						
		$	$	$	$	= $
Total Debt Service Funds		$	$	$	$	= $
CAPITAL PROJECTS FUNDS						
		$	$	$	$	= $
Total Capital Projects Funds		$	$	$	$	= $
PERMANENT FUNDS						
6880 Facilities Mgmt	20.72	654,160	75,412	157,012	63,921	950,505
6880 Facilities Mgmt-Sheriff	2.00	61,671	7,131	15,318	6,109	90,229
Total Permanent Funds	22.72	$ 715831.00	$ 82543.00	$ 172330.00	$ 70030.00	= $ 1,040,734
ENTERPRISE FUNDS						
6850 Recycling & Lndfl Mgmt	12.33	$ 393,987	$ 45,357	$ 94,463	$ 43,088	= $ 576,895
Total Enterprise Funds	12.33	$ 393,987	$ 45,357	$ 94,463	$ 43,088	= $ 576,895
TOTAL ALL FUNDS	651.97	$ 25,412,964	$ 3,606,213	$ 4,916,144	$ 2,368,514	= $ 34,961,492

Authorized Positions

FY 2014
Comparison to
FY 2015

GILA COUNTY
AUTHORIZED POSITIONS
COMPARISON OF PROPOSED 2015 VS 2014 APPROVED BUDGET

Fund	Department	Position	Grade	Budget for 2014 FTE'S	Budget for 2014 TOTAL	2015 Proposed	Total	Change 2015 vs 2014
General Fund	1005							
	Board of Supervisors							
		Supervisor	Salary	3.00		3.00		0.00
		County Manager	490	1.00		1.00		0.00
		Executive Admin Assistant	310	3.00		3.00		0.00
		Deputy County Manager	470	0.50		0.50		0.00
		Administrative Services Mgr	350	1.00		1.00		0.00
		Clerk of the Board	400	1.00		1.00		0.00
		Management Associate	330	1.00		1.00		0.00
		Deputy Clerk of the Board	310	1.00	11.50	1.00	11.50	0.00
	Elections							
		Elections Director	400	1.00		1.00		0.00
		Elections Specialist	300	1.00		1.00		0.00
		Voter Outreach Coordinator	280	1.00		1.00		0.00
		Elections Assistant	230	1.00	4.00	1.00	4.00	0.00
	Emergency Services							
		Dir of Hlth & Emergency Services	450	0.50		0.50		0.00
		Executive Admin Assistant	310	0.50		0.50		0.00
		Emergency Services Manager	360	0.95		1.00		0.05
		Administrative Clerk Senior	210	0.30		0.08		(0.23)
		Accounting Clerk	190	0.50	2.75	0.25	2.33	(0.25)
	Human Resources							
		Dir Hum Resources & Risk Mgmt	440	1.00		1.00		0.00
		Benefits & HRIS Administrator	330	1.00		1.00		0.00
		Human Resource Assistant Sr	270	1.00		1.00		0.00
		HR & Library Services Assistant	230	0.00		0.50		0.50
		Receptionist	23	0.50		0.00		(0.50)
		Comp & Risk Mgmt Administrator	330	1.00	4.50	1.00	4.50	0.00
	Community Development							
		Dir Community Development	420	1.00		1.00		0.00
		Building Official	390	1.00		1.00		0.00
		Env Engineering Manager	360	1.00		1.00		0.00
		Deputy Building Official	330	1.00		1.00		0.00
		Building Safety Specialist	330	2.00		1.00		(1.00)
		Code Enforcement Supervisor	320	1.00		1.00		0.00
		Env Engineering Specialist	310	1.00		1.00		0.00
		Zoning & Building Inspector	290	4.00		3.00		(1.00)
		Permit Tech	220	0.00		1.00		1.00
		Environmental Planning Tech	290	1.00		1.00		0.00
		Executive Admin Assistant	310	1.00		1.00		0.00
		Code Compliance Specialist	290	1.00		1.00		0.00
		Code Compliance Specialist	290	1.00	16.00	1.00	15.00	0.00
	GIS Rural Addressing							
		Rural Addressing Analyst	260	2.00	2.00	1.00	1.00	(1.00)
	Recorder							
		Recorder	Salary	1.00		1.00		0.00
		Chief Deputy Recorder	390	1.00		1.00		0.00
		Recorder's Office Supervisor	310	2.00		1.00		(1.00)
		Voter Registration Coord	240	0.00		1.00		1.00
		Voter Outreach Assistant	220	2.00		2.00		0.00
		Recorder's Clerk Senior	230	3.00		3.00		0.00
		Recorder's Clerk	190	3.00	12.00	3.00	12.00	0.00

Fund	Department	Position	Grade	Budget for 2014 FTE'S	Budget for 2014 TOTAL	2015 Proposed	Total	Change 2015 vs 2014
	Administrative Services							
		Administrative Clerk Specialist	240	1.00		1.00		0.00
		Administrative Clerk	190	2.00	3.00	2.00	3.00	0.00
	Finance/Purchasing							
		Finance Director	440	1.00		1.00		0.00
		Accountant Senior	350	2.00		2.00		0.00
		Accounting Analyst	290	2.00		2.00		0.00
		Accountant	320	1.00		1.00		0.00
		Payroll Specialist	250	2.00		2.00		0.00
		Accounting Clerk Senior	210	2.00		2.00		0.00
		Buyer	230	1.00		2.00		1.00
		Procurement Administrator	29	1.00		0.00		(1.00)
		Contracts Administrator	280	1.00	13.00	1.00	13.00	0.00
	Treasurer							
		Treasurer	Salary	1.00		1.00		0.00
		Chief Deputy Treasurer	390	1.00		1.00		0.00
		Accountant	320	1.00		1.00		0.00
		Treasurer Svcs Supervisor	320	1.00		1.00		0.00
		Accounting Clerk Specialist	240	1.00		1.00		0.00
		Treasurer Svcs Specialist	220	1.00		1.00		0.00
		Treasurer Svcs Assistant	210	1.00	7.00	1.00	7.00	0.00
	Computer Services							
		Director Information Technology	430	1.00		1.00		0.00
		WAN Manager	360	1.00		0.00		(1.00)
		IT Systems Administrator	360	1.00		2.00		1.00
		IT Support Specialist	330	1.50		1.50		0.00
		Help Desk Coordinator	300	1.00		1.00		0.00
		IT & School Systems Admin	360	0.59	6.09	0.59	6.09	0.00
	Assessor							
		Assessor	Salary	1.00		1.00		0.00
		Chief Deputy Assessor	390	1.00		1.00		0.00
		Chief Appraiser	380	1.00		1.00		0.00
		Property Appraiser III Lead	39	1.00		0.00		(1.00)
		Cartography GIS Analyst	290	1.00		1.00		0.00
		Property Appraiser II	270	3.00		4.00		1.00
		Property Appraiser II Senior	34	1.00		0.00		(1.00)
		Mapping Technician	220	1.00		1.00		0.00
		Property Appraiser I	250	2.00		4.00		2.00
		Property Appraiser	26	2.00		0.00		(2.00)
		Administrative Assistant	250	0.00		1.00		1.00
		Title Examiner	250	1.00		1.00		0.00
		Appraisal Specialist	23	1.00		0.00		(1.00)
		CAMA Program Administrator	320	0.00		1.00		1.00
		Assessor's Aide	190	1.00	17.00	1.00	17.00	0.00
	Sheriff - Detention Medical							
		Detention Medical Director	420	1.00		1.00		0.00
		Nurse	350	2.00		2.00		0.00
		Medical Assistant	35	1.00		0.00		(1.00)
		Inmate Counselor	330	0.48		0.48		0.00
		Medical Assistant	280	2.00	6.48	3.00	6.48	1.00
	Sheriff - Patrol							
		Patrol Commander Lieutenant	410	2.00		2.00		0.00
		Deputy Sheriff Sergeant	370	8.48		9.48		1.00
		Property & Evidence Custodian	330	1.00		1.00		0.00
		Deputy Sheriff Sergeant SRO	370	1.00		0.00		(1.00)
		Deputy Sheriff Detective	340	5.00		5.00		0.00
		Deputy Sheriff	340	25.00		27.00		2.00
		Deputy Sheriff SRO	340	2.00	44.48	0.00	44.48	(2.00)

Fund	Department	Position	Grade	Budget for 2014 FTE'S	Budget for 2014 TOTAL	2015 Proposed	Total	Change 2015 vs 2014
	Sheriff -Dispatch							
		911 Dispatcher Supervisor	320	2.00		2.00		0.00
		911 Dispatcher	270	19.00	21.00	19.00	21.00	0.00
	Sheriff - Administration							
		Sheriff	Salary	1.00		1.00		0.00
		Chief Deputy Sheriff	470	1.00		1.00		0.00
		Undersheriff	450	1.00		1.00		0.00
		Chief Administrative Officer	420	1.00		1.00		0.00
		IT Support Specialist	330	1.50		1.98		0.48
		Executive Admin Assistant	310	1.00		1.00		0.00
		IT Admin Support Tech	33	0.48		0.00		(0.48)
		Sheriff Records Supervisor	290	1.00		1.00		0.00
		Accounting Clerk Specialist	240	1.00		1.00		0.00
		Records Clerk	210	1.00		2.48		1.48
		Civil Clerk	220	0.00		1.00		1.00
		Administrative Clerk	190	5.96	15.94	3.48	15.94	(2.48)
	Sheriff - Detention							
		Detention Commander	430	1.00		1.00		0.00
		Detention Officer Lieutenant	380	3.00		3.00		0.00
		Detention Officer Sergeant	320	11.00		11.00		0.00
		Prof Standards Investigator	410	1.00		1.00		0.00
		Detention Officer Lead	30	1.00		0.00		(1.00)
		Detention Officer	270	46.96		47.96		1.00
		Special Investigator	320	0.48	64.44	0.48	64.44	0.00
	Total Sheriff-General Fund				*152.34*		*152.34*	0.00
	County Attorney							
		County Attorney	Salary	1.00		1.00		0.00
		Chief Deputy County Attorney	490	1.00		1.00		0.00
		Civil Bureau Chief	470	2.00		1.00		(1.00)
		Deputy County Attorney Senior	420	4.00		3.00		(1.00)
		Deputy County Attorney Principal	440	1.00		1.00		0.00
		Deputy County Attorney	400	1.00		3.00		2.00
		Chief Detective	370	1.00		1.00		0.00
		Detective	350	2.00		2.00		0.00
		Fiscal Administrator	350	1.00		1.00		0.00
		Executive Admin Assistant	310	1.00		1.00		0.00
		Legal Secretary Senior	270	1.00		2.00		1.00
		Victim Witness Advocate	300	0.50		0.50		0.00
		Legal Secretary Senior	290	7.10		6.10		(1.00)
		Public Agency Courts Liaison	300	1.00	24.60	1.00	24.60	0.00
	Clerk of Superior Court							
		Clerk of Court	Salary	1.00		1.00		0.00
		Chief Deputy Clerk of Court	390	1.00		1.00		0.00
		Court Svcs Business Manager	350	1.00		1.00		0.00
		Court Services Supervisor	320	1.00		1.00		0.00
		Court Administrative Assistant	250	1.00		1.00		0.00
		Courtroom Clerk Technician	290	8.00		7.00		(1.00)
		Assoc Jury Commissioner	300	1.00		1.00		0.00
		Courtroom Clerk IVD	270	1.00		1.00		0.00
		Court Clerk	240	6.40		7.40		1.00
		Accounting Clerk Specialist	240	2.00	23.40	2.00	23.40	0.00
	Child Support Enforcement							
		Deputy County Attorney Principal	440	1.00		1.00		0.00
		Child Support Services Supervisor	330	1.00		1.00		0.00
		Child Support Services Lead	290	2.00		2.00		0.00
		Child Support Case Manager	280	8.00		8.00		0.00
		Administrative Clerk	190	2.00	14.00	2.00	14.00	0.00

Fund	Department	Position	Grade	Budget for 2014 FTE'S	Budget for 2014 TOTAL	2015 Proposed	Total	Change 2015 vs 2014
	Globe Justice Court							
		Justice of the Peace	Salary	1.00		1.00		0.00
		Justice Court Operations Manager	350	1.00		1.00		0.00
		Justice Court Lead	280	1.00		1.00		0.00
		Justice Court Clerk Senior	260	1.00		1.00		0.00
		Accounting Clerk Senior	210	1.00		1.00		0.00
		Justice Court Clerk	230	1.00		1.00		0.00
		Justice Court Clerk Associate	200	4.60	10.60	4.10	10.10	(0.50)
	Payson Justice Court							
		Justice Of The Peace	Salary	1.00		1.00		0.00
		Justice Court Operations Manager	350	1.00		1.00		0.00
		Justice Court Clerk Lead	280	1.00		1.00		0.00
		Justice Court Clerk Senior	260	1.00		1.00		0.00
		Justice Court Clerk	230	1.62		4.00		2.38
		Justice Court Clerk Associate	200	4.00	9.62	1.00	9.00	(3.00)
	Globe Constable							
		Globe Constable	Salary	1.00		1.00		0.00
		Deputy Constable	340	0.50		0.50		0.00
		Constable Clerk	220	1.00	2.50	1.00	2.50	0.00
	Payson Constable							
		Payson Constable	Salary	1.00		1.00		0.00
		Deputy Constable	340	0.48		0.48		0.00
		Constable Clerk	220	1.00	2.48	1.00	2.48	0.00
	Court Information Systems							
		Court Info Sys Manager	400	1.00		0.00		(1.00)
		IT Admin & Support Specialist	360	1.00		1.00		0.00
		IT Support Technician	310	2.00	4.00	2.00	3.00	0.00
	Superior Court Div I							
		Judge	Salary	1.00		1.00		0.00
		Court Reporter	360	1.00		1.00		0.00
		Judicial Assistant	310	1.00	3.00	1.00	3.00	0.00
	Superior Court Div II							
		Judge	Salary	1.00		1.00		0.00
		Court Reporter	360	1.00		1.00		0.00
		Judicial Assistant	310	1.00	3.00	1.00	3.00	0.00
	Superior Courts General							
		Superior Court Administrator	440	1.00		1.00		0.00
		Deputy Court Administrator	410	1.00		1.00		0.00
		Court Reporter	360	1.00		1.00		0.00
		Court Caseflow Manager	320	1.50		0.50		(1.00)
		Judicial Assistant	310	1.00		1.00		0.00
		Administrative Assistant	250	1.00		1.00		0.00
		Calendar Administrator	240	1.90		1.90		0.00
		Bailiff Interpreter	230	0.25		0.00		(0.25)
		Bailiff	230	0.88		0.88		0.00
		Court Commissioner	0	0.45		0.20		(0.25)
		CPO & Superior Court Admin	490	0.20		0.20		0.00
		Judge Pro Tempore	0	0.75	10.93	1.00	9.68	0.25
	Probation							
		CPO & Superior Court Admin	490	0.72		0.72		0.00
		Chief Deputy Probation Officer	420	0.80		0.80		0.00
		Probation Fiscal Services Mgr	380	0.70		0.70		0.00
		Juvenile Surveillance Officer	280	1.00		1.00		0.00
		Deputy Probation Officer II	340	1.50		1.00		(0.50)
		Probation Operations Manager	360	1.00		1.00		0.00
		Office Supervisor	280	2.00		2.00		0.00
		Probation Aide	210	1.50		1.50		0.00
		Administrative Clerk Senior	210	0.80	10.02	0.80	9.52	0.00

Fund	Department	Position	Grade	Budget for 2014 FTE'S	Budget for 2014 TOTAL	2015 Proposed	Total	Change 2015 vs 2014
	Juvenile Detention							
		Juv Detention Facility Manager	380	1.00		1.00		0.00
		Juv Detention Shift Supervisor	320	4.00		4.00		0.00
		Juvenile Detention Officer	270	18.48		18.96		0.48
		Juvenile Detention Officer	29	0.48		0.00		(0.48)
		Administrative Clerk Senior	210	1.00	24.96	1.00	24.96	0.00
	Flood Plain Management							
		Chief Eng Flood Control District	410	1.00		1.00		0.00
		Flood Control Technician	270	0.00		1.00		1.00
		Engineering Technician	270	1.00		0.48		(0.52)
		Engineering Technician Senior	33	0.48	2.48	0.00	2.48	(0.48)
	Public Fiduciary							
		Public Fiduciary	400	1.00		1.00		0.00
		Deputy Public Fiduciary	380	1.00		1.00		0.00
		Pub Fid Services Specialist Sr	280	1.00		1.00		0.00
		Pub Fid Services Specialist	250	1.00		2.00		1.00
		Public Fiduciary Services Spec I	28	1.00		0.00		(1.00)
		Finance Specialist	250	1.00		1.00		0.00
		Administrative Clerk	190	1.00	7.00	1.00	7.00	0.00
	Fairgrounds-MOVED TO 6880 FACILITIES							
		Bldg & Grounds Maint Supervisor	35	1.00		0.00		(1.00)
		Building Maintenance Tech	25	3.00	4.00	0.00	0.00	(3.00)
	School Superintendent							
		School Superintendent	Salary	1.00		1.00		0.00
		Chief Deputy School Supt	390	1.00		1.00		0.00
		Administrative Assistant	250	1.00		1.00		0.00
		Account Clerk Senior	210	1.00		1.00		0.00
		IT & School Systems Admin	360	0.41		0.41		0.00
		Accounting Clerk	190	2.00	6.41	2.00	6.41	0.00
TOTAL GENERAL FUND - 1005					414.18		403.89	0.00
							(10.30)	
Special Revenue Funds								
Health								
1008	Administration							
		Dir Health & Emergency Srvs	450	0.50		0.50		0.00
		Health Services Program Manager	370	1.00		1.00		0.00
		Public Health Nurse	350	1.99		1.86		(0.13)
		Environmental Health Specialist	290	2.00		2.00		0.00
		Comm Disease Spec	260	0.25		0.00		(0.25)
		Environmental Health Manager	360	0.22		0.22		0.00
		Executive Admin Asstistant	310	0.50		0.50		0.00
		Administrative Assistant	28	0.50		0.00		(0.50)
		Administrative Clerk Senior	210	1.00		1.13		0.13
		Accounting Clerk	190	0.25		0.25		0.00
		Administrative Clerk	190	1.00	9.21	1.00	8.46	0.00
1009	Rabies/Animal Control							
		Animal Reg Enforcement Manager	340	1.00		1.00		0.00
		Animal Control Officer	220	1.00		4.00		3.00
		Animal Reg Enf Officer	19	3.00		0.00		(3.00)
		Animal Care Worker	170	1.00		1.00		0.00
		Hearing Officer Contractor	0	0.06	6.06	0.06	6.06	0.00
2517	HIV							
		HIV Program Coordinator	300	0.05	0.05	0.05	0.05	0.00

Fund	Department	Position	Grade	Budget for 2014 FTE'S	TOTAL	2015 Proposed	Total	Change 2015 vs 2014
2518	WIC	Nutrition Manager	340	0.99		0.99		0.00
		Staff Nutritionist	310	1.00		1.00		0.00
		Breastfeeding Counselor Supv	280	1.00		1.00		0.00
		Community Health Assistant Sr	26	0.96		0.00		(0.96)
		Community Health Specialist	220	1.42		2.70		1.28
		Accounting Clerk	190	0.10		0.20		0.10
		Breastfeeding Counselor	200	1.00		1.00		0.00
		Deputy Director Health	410	0.02		0.02		0.00
		Administrative Clerk	190	1.00	7.49	0.00	6.91	(1.00)
2519	TB							
		Public Health Nurse	350	0.08	0.08	0.08	0.08	0.00
2521	Community Health Grant							
		Deputy Director Health	410	0.19		0.19		0.00
		Accounting Clerk	190	0.09		0.10		0.01
		Community Health Specialist	220	1.00	1.28	1.00	1.29	0.00
2524	Immunization							
		Administrative Clerk Senior	210	1.00		1.00		0.00
		Public Health Nurse	350	1.26		1.34		0.08
		Accounting Clerk	190	0.08	2.34	0.10	2.44	0.02
2526	Private Stock Vaccines							
		Public Health Nurse	350	0.00	0.00	0.17	0.17	0.17
2527	Population Health Initiative							
		Accounting Clerk	190	0.10		0.10		0.00
		Worksite Wellness Coordinator	300	0.50	0.60	0.50	0.60	0.00
2528	Commodity Supplement Food Program							
		Nutrition Manager	340	0.01		0.01		0.00
		Community Health Asst	26	0.04		0.00		(0.04)
		Community Health Specialist	220	0.06	0.11	0.10	0.11	0.04
2530	HIV Consortium							
		Accounting Clerk	190	0.09		0.09		0.00
		Medical Case Manager	270	1.00		1.00		0.00
		HIV Early Intervention Coord	250	0.00		1.00		1.00
		HIV Program Coordinator	300	0.95	2.04	0.95	3.04	0.00
2550	Public Hlth Emerg Preparedness							
		PHEP Manager	350	1.00		1.00		0.00
		Emergency Services Manager	360	0.05		0.00		(0.05)
		Communicable Diseases Specialist	260	1.00		1.00		0.00
		Accounting Clerk	190	0.25		0.25		0.00
		Administrative Clerk Senior	210	0.20	2.50	0.05	2.30	(0.15)
2552	Tobacco Free Environment							
		Health Programs Manager	330	1.00		0.00		(1.00)
		Accounting Clerk	190	0.10		0.10		0.00
		Community Health Specialist	220	1.38	2.48	2.00	2.10	0.62
2557	Prop 201 Smoke Free AZ Act							
		Environmental Health Manager	360	0.78	0.78	0.78	0.78	0.00
2559	Family Planning							
		Public Health Nurse	350	0.00	0.00	0.05	0.05	0.05
2560	Teen Pregnancy Prevention Svcs							
		Community Health Specialist	220	3.00		3.00		0.00
		Deputy Director Health	410	0.19		0.19		0.00
		Accounting Clerk	190	0.14	3.33	0.15	3.34	0.01

Fund	Department	Position	Grade	Budget for 2014 FTE'S	Budget for 2014 TOTAL	2015 Proposed	Total	Change 2015 vs 2014
2564	Cenpatico Prevention Svcs							
		Accounting Clerk	190	0.00		0.10		0.10
		Community Health Specialist	220	0.00	0.00	1.00	1.10	1.00
2568	FTF Early Childhood Screening							
		Public Health Nurse	350	0.17	0.17	0.00	0.00	(0.17)
2570	Maternal & Child Home Visiting							
		Accounting Clerk	190	0.15		0.15		0.00
		Deputy Director Health	410	0.30		0.30		0.00
		Home Visitation Coordinator	280	1.00	1.45	1.00	1.45	0.00
2575	Healthy Steps							
		Accounting Clerk	190	0.15		0.16		0.01
		Deputy Director Health	410	0.30		0.30		0.00
		Healthy Steps Coordinator	300	2.00	2.45	2.00	2.46	0.00
Community Services								
2000	Housing							
		Director Community Services	430	0.20		0.20		0.00
		Administrative Assistant	250	0.25		0.20		(0.05)
		Fiscal Services Manager	350	0.40		0.25		(0.15)
		Section 8 Program Administrator	280	1.00		1.00		0.00
		Administrative Clerk Sr	210	0.33		0.00		(0.33)
		Housing Rehab Specialist	240	1.00		1.00		0.00
		Housing Project Administrator	280	0.00		1.00		1.00
		Grants Administrator	240	0.26		0.31		0.05
		Housing Services Administrator	280	1.00		1.00		0.00
		Accountant	320	0.25	4.69	0.00	4.96	(0.25)
2001	Community Action Program							
		Director Community Services	430	0.12		0.12		0.00
		Administrative Assistant	250	0.24		0.15		(0.09)
		Fiscal Services Manager	350	0.35		0.50		0.15
		Accountant	320	0.25		0.00		(0.25)
		Community Action Prog Admin	280	1.00		1.00		0.00
		Social Services Case Mgr	270	1.00		1.00		0.00
		Administrative Clerk Sr	210	0.34		1.00		0.66
		Grants Administrator	240	0.58	3.88	0.32	4.09	(0.26)
2012	Gila Employment & Special Training							
		Director Community Services	430	0.01		0.01		0.00
		GEST Program Manager	330	1.00		1.00		0.00
		Administrative Assistant	250	0.01		0.05		0.04
		Grants Administrator	240	0.04		0.26		0.22
		Fiscal Services Manager	350	0.00		0.05		0.05
		Community Services Worker	210	9.00	10.06	8.00	9.37	(1.00)
2015	Workforce Investment Act Programs							
		Director Community Services	430	0.67		0.67		0.00
		REPAC Program Manager	47	1.00		0.00		(1.00)
		WIA Prog Coordinator	47	1.00		0.00		(1.00)
		Fiscal Services Manager	350	0.25		0.20		(0.05)
		WIA Program Manager	330	1.00		1.00		0.00
		Bus Svc Rep 1 Stop Manager	310	1.00		1.00		0.00
		Career & Employment Spec Sr	33	1.00		0.00		(1.00)
		Career & Employment Specialist	260	2.00		3.00		1.00
		Accountant	320	0.50		0.00		(0.50)
		Administrative Assistant	250	0.50		0.60		0.10
		Administrative Clerk Senior	210	0.33		2.25		1.92
		Accounting Clerk Senior	210	1.00		0.75		(0.25)
		Administrative Clerk Senior	18	2.00	12.25	0.00	9.47	(2.00)
Sheriff								
3001	Drug Gang Violent Crime Control							
		Task Force Commander	430	1.00		1.00		0.00
		Task Force Sergeant K-9	340	1.00		1.00		0.00
		Deputy Sheriff	340	2.00	4.00	2.00	4.00	0.00

Fund	Department	Position	Grade	Budget for 2014 FTE'S	Budget for 2014 TOTAL	2015 Proposed	Total	Change 2015 vs 2014
3055	Sheriff's Commissary Fund							
		Detention Officer	270	1.00	1.00	1.00	1.00	0.00
3061	Sheriff BLESF Program							
		Deputy Sheriff	340	2.00	2.00	2.00	2.00	0.00
County Attorney								
3510	Child Support Enforcement - IV D Incentive/SSRE							
		Child Support Case Manager	280	2.00	2.00	2.00	2.00	0.00
3511	Child Support Other Reimb							
		Deputy County Attorney Senior	420	1.00	1.00	1.00	1.00	0.00
3531	Justice Enhancement							
		Paralegal Sr	360	1.00		1.00		0.00
		Legal Secretary Senior	290	2.00		2.00		0.00
		Legal Secretary	270	1.00	4.00	1.00	4.00	0.00
3542	Diversion Program							
		Diversion Prog Administrator	300	1.50		1.50		0.00
		Deputy County Attorney Senior	420	1.00		1.00		0.00
		Paralegal	340	1.00		1.00		0.00
		Deputy County Attorney Sr	420	0.48		0.48		0.00
		Legal Secretary Senior	290	2.00		2.00		0.00
		Diversion Officer	290	1.00	6.98	1.00	6.98	0.00
3544	Cost of Prosecution Reimb Fund							
		Deputy County Attorney	400	1.00		1.00		0.00
		Detective	350	1.00		1.00		0.00
		Legal Secretary	270	1.00	3.00	1.00	3.00	0.00
3547	Deferred Prosecution Program							
		Legal Secretary Senior	290	1.00	1.00	1.00	1.00	0.00
3557	A G Victim Rights							
		Legal Secretary Senior	33	0.90	0.90	0.90	0.90	0.00
3561	Drug Prosecution Grant							
		Deputy County Attorney	400	1.00	1.00	1.00	1.00	0.00
3563	Crime Victim Assistance Program							
		Victim Witness Advocate	300	0.50	0.50	0.50	0.50	0.00
Probation								
4042	Adult Probation Service Fees							
		Juvenile Surveillance Officer	280	1.00		1.00		0.00
		Deputy Probation Officer	41	1.00		0.00		(1.00)
		Deputy Probation Officer II	340	2.00		3.00		1.00
		Administrative Clerk Senior	210	0.75	4.75	0.75	4.75	0.00
4051	Adult Intensive Probation Supervision							
		Chief Deputy Probation Officer	420	0.20		0.20		0.00
		Probation Manager	380	1.00		1.00		0.00
		Deputy Probation Officer II	340	2.00		2.00		0.00
		Administrative Clerk Senior	210	1.00	4.20	1.00	4.20	0.00
4059	State Aid Enhancement							
		CPO & Superior Court Admin	490	0.18		0.08		(0.10)
		Probation Manager	380	1.00		1.00		0.00
		Deputy Probation Officer II	340	5.00		4.00		(1.00)
		Deputy Probation Officer I	320	0.00		1.00		1.00
		Administrative Clerk Senior	210	2.00	8.18	2.00	8.08	0.00

Fund	Department	Position	Grade	Budget for 2014 FTE'S	Budget for 2014 TOTAL	2015 Proposed	Total	Change 2015 vs 2014
4071	JPSF Treatment							
		Probation Manager	380	1.00	1.00	1.00	1.00	0.00
4146	Juvenile Diversion Fees							
		Administrative Clerk Sr	210	0.25	0.25	0.25	0.25	0.00
4147	Juvenile Probation Service Fee							
		Probation Aide	210	0.50	0.50	0.50	0.50	0.00
4177	Court Appointed Spec Advocate							
		CASA Coordinator	330	1.00		1.00		0.00
		Administrative Clerk Senior	210	0.50	1.50	0.50	1.50	0.00
4194	Diversion Consequences							
		Administrative Clerk Sr	210	0.20		0.20		0.00
		Teen Court Coordinator	220	0.00	0.20	0.38	0.58	0.38
4195	Diversion Intake							
		Probation Manager	380	1.50		1.50		0.00
		Probation Fiscal Services Mgr	380	0.30		0.30		0.00
		Deputy Probation Officer II	340	2.00		2.00		0.00
		Administrative Clerk Senior	210	0.25	4.05	0.25	4.05	0.00
4196	Juvenile Intensive Prob Superv							
		Probation Manager	380	0.50		0.50		0.00
		Deputy Probation Officer II	340	1.00		1.50		0.50
		Administrative Clerk Senior	210	1.00	2.50	1.00	3.00	0.00
4197	Juvenile Standards Probation							
		Deputy Probation Officer II	340	2.50		2.50		0.00
		Administrative Clerk Senior	210	0.75	3.25	0.75	3.25	0.00
4501	Law Library Fund							
		Bailiff Interpreter	230	1.00	1.00	1.00	1.00	0.00
Superior Courts General								
4555	Drug Enforcement							
		Court Clerk	240	1.00	1.00	0.00	0.00	(1.00)
4556	Field Trainer							
		Court Case Mgmt Sys Trainer	320	0.50	0.50	0.00	0.00	(0.50)
4574	Cost of Prosecution							
		Court Case Mgmt Sys Trainer	320	0.50		0.00		(0.50)
		Court Caseflow Manager	320	0.50		0.50		0.00
		Calendar Administrator	240	0.10	1.10	0.10	0.60	0.00
4577	Court Improvement Project							
		Administrative Clerk Senior	210	0.50	0.50	0.50	0.50	0.00
Library District								
6010	Library Assistance							
		Assistant County Manager	460	1.00		1.00		0.00
		Library Systems Administrator	360	1.00		1.00		0.00
		HR & Library Services Assistant	230	0.00		0.50		0.50
		Receptionist	23	0.50		0.00		(0.50)
		Public Services Librarian	290	1.00	3.50	0.70	3.20	(0.30)
6000	Library Grants							
		Public Services Librarian	290	0.00	0.00	0.30	0.30	0.30

Fund	Department	Position	Grade	Budget for 2014 FTE'S	Budget for 2014 TOTAL	2015 Proposed	Total	Change 2015 vs 2014
6500	Public Works							
	505 Administration							
		Director Public Works	450	1.00		1.00		0.00
		Deputy Director Public Works	420	1.00		1.00		0.00
		Fiscal Services Manager	350	1.00		1.00		0.00
		Executive Admin Assistant	310	1.00		1.00		0.00
		Accounting Clerk Senior	210	1.00	5.00	1.00	5.00	0.00
	510 Consolidated Roads							
		Roads Shops Manager	390	1.00		1.00		0.00
		Regional Roads Manager	350	2.00		2.00		0.00
		Public Works Roads Supervisor	320	6.00		6.00		0.00
		Road Maint Equip Operator Sr	280	8.00		8.00		0.00
		Administrative Assistant	250	2.00		2.00		0.00
		Road Maint Equip Operator	240	17.00		17.00		0.00
		Custodian	120	0.19		0.18		(0.01)
		Road Maintenance Worker	190	3.00	39.19	3.00	39.18	0.00
	513 Surveying							
		GIS System Supervisor	370	0.50		0.50		0.00
		Survey Supervisor	350	1.00		1.00		0.00
		Land Surveyor	320	1.00	2.50	1.00	2.50	0.00
	514 Engineering							
		County Engineer	410	1.00		1.00		0.00
		Design Engineer	360	0.00		1.00		1.00
		Construction Project Manager	360	2.00		1.00		(1.00)
		GIS System Supervisor	370	0.50		0.50		0.00
		Sign Department Supervisor	330	1.00		1.00		0.00
		Materials Tester Safety Rep	310	1.00		1.00		0.00
		Engineering Technician	270	3.00		3.00		0.00
		Administrative Assistant	190	0.50		1.00		0.50
		CONTRACT WORKER (.20)	24	0.20	9.20	0.20	9.70	0.00
	527 Equipment Shops							
		Fleet & Equip Maint Supervisor	320	1.00		1.00		0.00
		Veh & Equip Maint Supervisor	320	1.00		1.00		0.00
		Vehicle & Equip Mechanic Lead	300	2.00		2.00		0.00
		Vehicle & Equip Mechanic Senior	380	2.00		2.00		0.00
		Vehicle & Equip Mechanic	270	2.00		2.00		0.00
		Welder Mechanic	280	1.00		1.00		0.00
		Lube Specialist	220	2.00		2.00		0.00
		Automotive Mechanic	270	1.00		1.00		0.00
		Inventory & Parts Specialist	220	1.00		1.00		0.00
		Administrative Clerk Specialist	240	2.00		2.00		0.00
		Automotive Service Worker Sr	190	1.00		1.00		0.00
		Custodian	120	0.19		0.18		(0.01)
		Automotive Service Worker	190	2.00	18.19	2.00	18.18	0.00
	6570 Waste Tire Fund							
		Administrative Clerk Specialist	240	0.67	0.67	0.67	0.67	0.00
	6850 Recycling & Landfill Mgmt - Administration							
		Recycling & Landfill Manager	370	1.00		1.00		0.00
		Administrative Clerk Specialist	240	0.33	1.33	0.33	1.33	0.00
	6850 Recycling & Landfill Mgmt - Buckhead Mesa							
		Recycling & Landfill Supervisor	320	1.00		1.00		0.00
		Rec & Landfill Oper Worker Sr	240	3.00		3.00		0.00
		Scalehouse Attendant	190	1.00	5.00	1.00	5.00	0.00
	6850 Recycling & Landfill Mgmt - Russell Gulch							
		Recycling & Landfill Supervisor	320	1.00		1.00		0.00
		Rec & Landfill Oper Worker Sr	240	3.00		3.00		0.00
		Recycling & Landfil Oper Worker	190	1.00		2.00		1.00
		Solid Waste Services Worker	15	1.00	6.00	0.00	6.00	(1.00)
	6860 Fuel Management							
		Fleet Fuel Info Sys Analyst	260	0.50	0.50	0.50	0.50	0.00

Fund	Department	Position	Grade	Budget for 2014 FTE'S	Budget for 2014 TOTAL	2015 Proposed	Total	Change 2015 vs 2014
6870	Fleet Management							
		Automotive Mechanic	270	2.00		2.00		0.00
		Fleet Fuel Info Sys Analyst	260	0.50	2.50	0.50	2.50	0.00
6880	Facilities Management-FAIRGROUNDS 1005.525 POSITIONS MOVED HERE							
		Facility Manager	370	1.00		1.00		0.00
		Assistant Facilities Manager	340	1.00		1.00		0.00
		Bldg Maintenance Tech Lead	300	1.00		1.00		0.00
		Bldg Maintenance Tech Lead	300	0.00		1.00		1.00
		Bldgs & Grnds Maint Specialist	280	1.00		1.00		0.00
		Bldg Maintenance Tech Senior	270	5.00		5.00		0.00
		Bldg Maintenance Technician	220	2.00		2.00		0.00
		Bldg Maintenance Technician	220	0.00		3.00		3.00
		Administrative Clerk Specialist	240	1.00		1.00		0.00
		Administrative Clerk Senior	210	1.00		1.00		0.00
		Custodian Lead	170	1.00		1.00		0.00
		Custodian	5	1.00		0.00		(1.00)
		Custodian	120	1.70	16.70	2.72	20.72	1.02
6880	Facilities Management - Jail Maintenance							
		Bldg Maintenance Tech Senior	270	1.00		1.00		0.00
		Bldg Maintenance Technician	220	1.00	2.00	1.00	2.00	0.00
TOTAL SPECIAL REVENUE FUNDS					247.44		248.09	0.00
TOTAL POSITIONS					661.62		651.97	0.00

Capital Projects

and

Capital Outlay

FY 2015

GILA COUNTY FY15 PROJECTS AND CAPITAL PURCHASES

COURT SECURITY PROJECTS		
Security personnel	$	150,000
Payson & Globe Doors/Cameras Hardware & Software	$	120,000
Payson Security Entrance	$	102,400
S.O. Monroe Bldg card access	$	26,000
Security doors, camera repairs, door access system & troubleshooting	$	10,000
	$	408,400
BOND BUILDING PROJECTS		
Property Lease/Purchase & Bldg construction-refurbishment	$	433,946
Contingency-remaining use of bond monies	$	50,000
	$	483,946
CAPITAL IMPROVEMENT PROJECTS		
Globe Courthouse repairs/parking lot repairs	$	178,612
Globe Courthouse (Schools & Assessors & County Attorney Remodel-1st & 2nd Floors)	$	337,000
Globe Courthouse (Child Support, Conf Room, Constable, Hearing Room Remodel-1st Floor)	$	120,000
Globe CH Clerk of the Court vault filing system	$	13,000
Fairgrounds vent hood/lockers/fencing	$	91,950
Globe Jail bldg repairs/parking lot	$	196,400
Roosevelt Substation door & A/C repairs	$	37,000
Globe Juvenile Detention parking lot repair	$	11,000
Gila County IT System Upgrades	$	75,000
Payson Chamber Remodel for SO	$	111,080
Payson Jail Remodel/parking lot repaving	$	386,750
Fleet Vehicle Replacement Plan	$	360,000
Pine/Strawberry Shelters	$	25,399
Payson Courthouse Steps & Landings	$	129,000
Facilities Plan	$	4,188
Animal Control Building	$	500,000
	$	2,576,379
NON-CAPITALIZED PROJECTS		
Natural Resources/Fire Suppression	$	209,000
Public Info/Transparency	$	9,500
Economic Development	$	118,750
Salary Study/Plan/Implementation	$	1,500,000
Finance Computer Upgrade/Modules	$	85,000
Community College Supplementation	$	250,000
	$	2,172,250

DEPARTMENTAL CAPITAL OUTLAY	DEPT TOTAL	
ELECTIONS	$ 50,000	
Future equipment replacement plan		$ 50,000
SHERIFF	$ 142,337	
Outboard Motor for Triton Boat		$ 22,291
Spillman Equip/Software Modules		$ 59,046
Police Emergency Equip for vehicles		$ 35,000
Communications Upgrade (2)		$ 26,000
FACILITIES	$ 12,000	
Pickup bed tool boxes/lift gate		$ 12,000
FLOOD PLAIN MGMT	$ 13,500	
Replacement gage parts		$ 13,500
FUEL MANAGEMENT	$ 18,000	
MegaTrak Fuel Mgmt System completion		$ 18,000
FLEET MANAGEMENT	$ 33,000	
Car hauler trailer & tire nitrogen system		$ 33,000
RECYCLING/LANDFILL	$ 558,000	
Dump Truck -replace C-28		$ 150,000
Roll off Truck-replace C-18		$ 275,000
Dump Truck to replace C-82		$ 30,000
Litter fencing-Buckhead Mesa		$ 5,000
40 yard roll off bins (3)		$ 15,000
Pick up-full size 4x4 replace B-74		$ 27,000
Road magnet sweeper		$ 6,000
Modular remodel for office-move from Fairgrnds		$ 50,000
PW/1/2 CENT TRANSP EXCISE TAX	$ 334,056	
Payoff Empire Motor Grader		$ 139,556
Pickup Truck 3/4 Ton replacement		$ 33,000
Belly Dumps		$ 56,000
Equip Transport Trailer replace C-18T		$ 85,000
Culvert pipe for maint & projects		$ 5,000
Telespar & U-channel posts		$ 10,000
Hydraulic Post Driver		$ 5,500
PW/HURF	$ 11,800	
PW Admin Bldg door replacement		$ 6,100
Computer Server		$ 5,700
GRAND TOTAL:	**$ 6,813,668**	

Departmental Summaries

FY 2015

Administrative Services

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$123,762	0.131%
	$123,762	0.131%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Personnel Services	$110,968	$111,859
Operating Expenses	$9,053	$8,903
Capital	$0	$3,000
	$120,021	$123,762
Net Costs/Carry over Contingency	$120,021	$123,762
Employees/Total FTEs	3.00	3.00

Assessor

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$1,060,955	1.123%
7143 Assessor Surcharge	$168,000	0.178%
	$1,228,955	1.301%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	($5,000)	($5,000)
Personnel Services	$877,845	$886,961
Operating Expenses	$421,457	$341,994
	$1,299,302	$1,228,955
Net Costs/Carry over Contingency	$1,294,302	$1,223,955
Employees/Total FTEs	17.00	17.00

Board of Supervisors

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$1,009,024	1.068%
	$1,009,024	1.068%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	($114,100)	($84,100)
Personnel Services	$937,333	$909,680
Operating Expenses	$146,344	$99,344
	$1,083,677	$1,009,024
Net Costs/Carry over Contingency	$969,577	$924,924
Employees/Total FTEs	11.50	11.50

Clerk of Superior Court

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$1,270,713	1.345%
4840 Cost of Prosecution Clrk Sup Crt	$55,851	0.059%
4841 Expedited Child Support	$35,788	0.038%
4842 Document Conversion Sup Crt	$67,196	0.071%
4844 Spousal Maintenance Enforcement	$18,371	0.019%
4846 JCEF Surcharge Clrk Sup Crt	$113,956	0.121%
4847 Family Law Commissioner	$2,654	0.003%
	$1,564,529	1.657%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Adopted
Revenues	($376,554)	($376,554)
Personnel Services	$1,156,210	$1,178,511
Operating Expenses	$391,356	$376,018
Capital	$17,700	$10,000
	$1,565,266	$1,564,529
Net Costs/Carry over Contingency	$1,188,712	$1,187,975
Employees/Total FTEs	23.40	23.40

Community Development

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$1,074,170	1.137%
	$1,074,170	1.137%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	($259,450)	($308,700)
Personnel Services	$1,009,344	$949,570
Operating Expenses	$124,750	$124,600
	$1,134,094	$1,074,170
Net Costs/Carry over Contingency	$874,644	$765,470
Employees/Total FTEs	16.00	15.00

Community Services

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
2000 Housing	$946,093	1.002%
2001 CAP	$766,905	0.812%
2012 GEST	$444,629	0.471%
2014 Workforce Investment Act	$2,129,331	2.255%
2015 Workforce Investment Act Progs	$907,582	0.961%
	$5,194,540	5.500%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/5 Tentative
Revenues	($4,639,305)	($4,894,162)
Operating Transfer In	$0	($47,000)
	($4,639,305)	($4,941,162)
Personnel Services	$1,503,631	$1,317,166
Operating Expenses	$3,386,252	$3,877,374
Capital	$0	$0
	$4,889,883	$5,194,540
Net Costs/Carry over Contingency	$250,578	$253,378
Employees/Total FTEs	30.88	27.89

Computer Services

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$715,572	0.758%
	$715,572	0.758%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Personnel Services	$405,198	$395,372
Operating Expenses	$358,074	$320,200
	$763,272	$715,572
Net Costs/Carry over Contingency	$763,272	$715,572
Employees/Total FTEs	6.09	6.09

Constituent Services District I, II & III

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$270,000	0.286%
	$270,000	0.286%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Personnel Services	$40,382	$0
Operating Expenses	$229,618	$270,000
	$270,000	$270,000
Net Costs/Carry over Contingency	$270,000	$270,000
Employees/Total FTEs	0.00	0.00

County Attorney / Child Support Enforcement

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund-Child Supp Enforce	$841,435	0.891%
1005 General Fund-County Attorney	$2,034,591	2.154%
3510 IV D Incentive/SSRE	$274,216	0.290%
3511 Child Support Other Reimb	$828,957	0.878%
3512 Child Support Incentive Funds	$439,684	0.466%
3528 County Attorney Residual Fund	$106,687	0.113%
3531 Attorney's Justice Enhancement	$249,727	0.264%
3541 Victim Restitution/Subrogation	$70,734	0.075%
3542 Diversion Program CA	$508,887	0.539%
3543 County Anti Racketeering Fund	$327,071	0.346%
3544 Cost of Prosecution Reimb Fund	$541,657	0.574%
3545 Bad Check County Attorney	$38,105	0.040%
3546 DEA Federal Asset Forfeiture	$7,819	0.008%
3547 Deferred Prosecution Program	$59,708	0.063%
3552 County Attorney Fill the Gap	$71,289	0.075%
3553 Fair & Legal Employment Act	$60,988	0.065%
3557 A G Victim Rights	$77,114	0.082%
3560 Victim Compensation	$60,000	0.064%
3561 Drug Prosecution Grant	$78,957	0.084%
3563 Crime Victim Assistance Prog	$24,034	0.025%
	$6,701,660	7.096%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	($1,360,170)	($1,310,286)
Operating Transfer Out	$0	$6,300
	($1,360,170)	($1,303,986)
Personnel Services	$3,596,322	$3,603,784
Operating Expenses	$3,388,092	$3,096,676
Capital	$0	$1,200
Total Expenditures	$6,984,414	$6,701,660
Net Costs/Carry over Contingency	$5,624,244	$5,397,674
Employees/Total FTEs	58.98	58.98

Elections

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$536,342	0.568%
7350 Help America Vote Act	$27,323	0.029%
7351 HHS Polling Place Accessibility	$75	0.000%
	$563,740	0.597%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	($12,371)	($12,446)
Personnel Services	$210,044	$205,122
Operating Expenses	$74,900	$54,850
Other Services and Charges	$167,112	$303,768
	$452,056	$563,740
Net Costs/Carry over Contingency	$439,685	$551,294
Employees/Total FTEs	4.00	4.00

Emergency Services

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund-Emergency Services	$216,440	0.229%
1119 Emergency Response	$279,522	0.296%
	$495,962	0.525%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	($215,000)	($110,000)
Personnel Services	$268,121	$158,290
Operating Expenses	$228,908	$337,672
	$497,029	$495,962
Net Costs/Carry over Contingency	$282,029	$385,962
Employees/Total FTEs	4.75	2.33

Finance / Purchasing

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$862,394	0.913%
	$862,394	0.913%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Personnel Services	$697,954	$726,194
Operating Expenses	$130,330	$136,200
	$828,284	$862,394
Net Costs/Carry over Contingency	$828,284	$862,394
Employees/Total FTEs	13.00	13.00

General Administration / Professional Services

Debt Services / Community Agencies

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund-General Administration	$2,667,706	2.825%
1005 General Fund-Professional Services	$377,500	0.400%
1005 General Fund-Finance,Debt Services	$628,150	0.665%
1005 General Fund-Community Agencies	$131,335	0.139%
	$3,804,691	4.028%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	($31,831,231)	($30,037,205)
Operating Transfers Out	$8,438,928	$5,151,603
	($23,392,303)	($24,885,602)
Operating Expenses	$3,156,410	$3,180,541
Capital	$624,150	$624,150
	$3,780,560	$3,804,691
Net Costs/Carry over Contingency	($19,611,743)	($21,080,911)
Employees/Total FTEs	0.00	0.00

Globe Constable

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$142,616	0.144%
	$142,616	0.144%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	($5,000)	($5,000)
Personnel Services	$128,354	$133,716
Operating Expenses	$7,650	$8,900
	$136,004	$142,616
Net Costs/Carry over Contingency	$131,004	$137,616
Employees/Total FTEs	2.50	2.50

Globe Justice Court

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$633,072	0.670%
4740 Globe Justice Court Surcharge	$59,882	0.063%
	$692,954	0.734%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	($351,000)	($351,000)
Capital Transfer Out	$30,000	$0
	($321,000)	($351,000)
Personnel Services	$602,115	$576,372
Operating Expenses	$109,020	$116,582
	$711,135	$692,954
Net Costs/Carry over Contingency	$390,135	$341,954
Employees/Total FTEs	10.60	10.10

Human Resources / Risk Management

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$720,093	0.746%
	$720,093	0.746%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Personnel Services	$255,727	$259,193
Operating Expenses	$448,800	$460,900
	$704,527	$720,093
Net Costs/Carry over Contingency	$704,527	$720,093
Employees/Total FTEs	4.50	4.50

Library

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1825 Gila County Wellness Program	$5,000	0.005%
6000 Library District Grants	$178,000	0.188%
6010 Library Assistance	$1,579,073	1.672%
	$1,762,073	1.866%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	($1,112,558)	($1,077,249)
Operating Transfer In	($50,000)	($50,000)
	($1,162,558)	($1,127,249)
Personnel Services	$274,401	$294,975
Operating Expenses	$1,592,957	$1,389,098
Other Services and Charges	$75,200	$68,000
Capital	$0	$10,000
	$1,942,558	$1,762,073
Net Costs/Carry over Contingency	$780,000	$634,824
Employees/Total FTEs	3.50	3.50

Payson Constable

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$177,941	0.188%
	$177,941	0.188%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	($30,500)	($30,500)
Personnel Services	$152,754	$157,741
Operating Expenses	$24,160	$20,200
	$176,914	$177,941
Net Costs/Carry over Contingency	$146,414	$147,441
Employees/Total FTEs	2.48	2.48

Payson Justice Court

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$536,249	0.568%
4741 Payson Justice Court Surcharge	$154,997	0.164%
	$691,246	0.732%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	($521,000)	($515,000)
Personnel Services	$512,420	$494,499
Operating Expenses	$225,672	$196,747
	$738,092	$691,246
Net Costs/Carry over Contingency	$217,092	$176,246
Employees/Total FTEs	9.62	9.00

Probation / Juvenile Detention

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund-Probation	$828,390	0.877%
1005 General Fund-Juvenile Detention	$1,322,285	1.400%
4041 Probation Class Materials	$2,000	0.002%
4042 Adult Probation Service Fees	$518,860	0.549%
4050 Adult Drug Court	$6,500	0.007%
4051 Adult Intensive Prob Supervision	$244,983	0.259%
4053 Adult JCEF IPS Assistance	$23,222	0.025%
4054 CJEF S/Offender	$10,500	0.011%
4055 Community Punishment Program	$35,760	0.038%
4056 CJEF Substance Abuse	$27,912	0.030%
4057 Drug Treatment Education	$30,693	0.032%
4059 State Aid Enhancement	$449,013	0.475%
4071 JPSF Treatment	$77,553	0.082%
4072 JCEF ERE Assistant	$142,972	0.151%
4146 Juvenile Diversion Fees	$52,349	0.055%
4147 Juvenile Probation Service Fee	$122,162	0.129%
4148 Juvenile Parental Reimb	$389	0.000%
4150 Juvenile Detention Alternatives	$20,371	0.022%
4177 Court Appointed Spec Advocate	$83,337	0.088%
4186 Payson Safe Schools	$0	0.000%
4189 Juvenile Drug Court	$12,000	0.013%
4190 Juvenile JCEF	$0	0.000%
4192 Juvenile Crime Reduction Grant	$33	0.000%
4193 Family Counseling	$17,718	0.019%
4194 Diversion Consequences	$28,828	0.031%
4195 Diversion Intake	$271,532	0.288%
4196 Juvenile Intensive Prob Superv	$188,865	0.200%
4197 Juvenile Standards Probation	$186,238	0.197%
4198 Juvenile Standard JCEF	$0	0.000%
	$4,704,465	4.981%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	($1,803,666)	($1,863,468)
Operating Transfer In	$0	$0
	($1,803,666)	($1,863,468)
Personnel Services	$3,510,827	$3,568,478
Operating Expenses	$1,157,888	$1,135,987
	$4,668,715	$4,704,465
Net Costs/Carry over Contingency	$2,865,049	$2,840,997
Employees/Total FTEs	65.36	65.64

Public Fiduciary

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$411,354	0.436%
	$411,354	0.436%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	($45,000)	($45,000)
Personnel Services	$347,424	$347,848
Operating Expenses	$61,506	$63,506
Capital	$0	$0
	$408,930	$411,354
Net Costs/Carry over Contingency	$363,930	$366,354
Employees/Total FTEs	7.00	7.00

Public Works

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$201,986	0.214%
1005 Fairgrounds	$13,210	0.014%
1005 Rural Addressing	$52,726	0.056%
6500 Public Works	$6,664,113	7.056%
6510 PW Half Cent Transp Excise Tax	$5,780,614	6.121%
6511 Tonto Creek Bridge	$36,000	0.038%
6512 Young 512 Road	$108,257	0.115%
6513 Intergovernmental Projects	$364,039	0.385%
6570 Waste Tire Fund	$213,819	0.226%
6593 TE Sidewalks Sixshooter	$31,442	0.033%
6594 TE Sidewalks Main	$34,706	0.037%
6850 Recycling & Ldfl Mngmt	$2,608,354	2.762%
6855 Russell Gulch Expansion Reserve	$1,991,410	2.109%
6856 Budkhead Mesa Expansion	$50,000	0.053%
6880 Facilities Management	$1,993,863	2.111%
7510 Pine SLID	$1,744	0.002%
7511 Apache Hills SLID	$1,445	0.002%
7512 Upper Glendale/Central Hgts SLID	$1,768	0.002%
7513 East Verde Park SLID	$3,845	0.004%
7514 Miami Gardens SLID	$3,192	0.003%
7515 Midland/Central Hgts SLID	$14,244	0.015%
7516 Claypool/Lower Miami SLID	$33,004	0.035%
	$20,203,781	21.392%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	($10,568,951)	($8,998,136)
Operating Transfer In	($2,434,316)	($2,498,752)
Capital Transfer Out	$1,464,416	$832,608
	($11,538,851)	($10,664,280)
Personnel Services	$5,589,381	$5,783,322
Operating Expenses	$9,759,780	$9,262,006
Capital	$3,858,875	$5,158,453
	$19,208,036	$20,203,781
Net Costs/Carry over Contingency	$7,669,185	$9,539,501
Employees/Total FTEs	117.26	116.76

Recorder

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$730,324	0.773%
7144 Recorder's Suspense Account	$24,694	0.026%
7145 Recorder/Document System	$98,569	0.104%
7146 Mine Claim Surcharge	$1,064	0.001%
7147 Computer System Recorder	$178,866	0.189%
	$1,033,517	1.094%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	$0	$180,065
Personnel Services	$544,842	$546,574
Operating Expenses	$255,748	$378,943
Other Services and Charges	$25,000	$108,000
	$825,590	$853,452
Net Costs/Carry over Contingency	$825,590	$853,452
Employees/Total FTEs	12.00	12.00

School Superintendent

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$390,781	0.414%
5510 Gila County Education Service	$2,561	0.003%
5520 Spec School Reserve Agency	$1,000	0.001%
	$394,342	0.418%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	$0	$0
Operating Transfers In	($2,500)	($1,000)
	($2,500)	($1,000)
Personnel Services	$360,832	$364,081
Operating Expenses	$122,930	$30,261
	$483,762	$394,342
Net Costs/Carry over Contingency	$481,262	$393,342
Employees/Total FTEs	6.41	6.41

Sheriff – Administration / Patrol / Detention / Detention Health Services

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$10,657,163	11.284%
3001 Drug Gang Violent Crime Control	$339,335	0.359%
3011 Sheriff's Justice Enhancement	$380,000	0.402%
3012 Sheriff Special Projects	$21,906	0.023%
3013 Sheriff Seized Eq Recapture	$31,720	0.034%
3014 Immigration Enforcement	$13,772	0.015%
3019 Sheriff Undercover	$0	0.000%
3046 Gila County Sheriff K9	$353	0.000%
3047 Gila Co Sheriff DARE	$5,322	0.006%
3054 Sheriff's Victim's Rights	$1,529	0.002%
3055 Sheriff's Commissary Fund	$137,000	0.145%
3061 Sheriff BLESF Program	$141,728	0.150%
3064 Marijuana Eradiction	$35,000	0.037%
3067 Methamphetamine Program	$18,829	0.020%
	$11,783,657	12.477%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	($1,601,657)	($1,525,957)
Operating Transfer In	($68,209)	($67,218)
	($1,669,866)	($1,593,175)
Personnel Services	$9,239,116	$9,325,421
Operating Expenses	$2,515,978	$2,458,236
Other Services and Charges	$2,000	$0
Capital	$0	$0
	$11,757,094	$11,783,657
Net Costs/Carry over Contingency	$10,087,228	$10,190,482
Employees/Total FTEs	159.11	159.34

Superior Court

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund-Court Information Systems	$258,689	0.274%
1005 General Fund-Superior Court Div I	$251,197	0.266%
1005 General Fund-Superior Court Div II	$244,658	0.259%
1005 General Fund-Superior Courts General	$851,711	0.902%
1005 General Fund-Indigent Legal Defense	$1,187,878	1.258%
4501 Law Library Fund	$75,016	0.079%
4502 Concilliation Court Fund	$74,100	0.078%
4503 Payson Court Commissioner	$0	0.000%
4540 Local Aid to Indigent Defense	$5	0.000%
4541 Local State Aid to Courts	$8,765	0.009%
4542 Local Probate Assessment Fee	$48,615	0.051%
4553 State Aid to Courts	$68,918	0.073%
4555 Drug Enforcement/Superior Court	$0	0.000%
4556 Field Trainer	$67,342	0.071%
4559 Children's Issues Education	$20,459	0.022%
4566 Domestic Relation & Mediation	$9,251	0.010%
4569 Aid to Indigent Defense	$170,279	0.180%
4574 Superior Crt Cost of Prosecution	$311,198	0.330%
4575 DES Access Visitation	$5,400	0.006%
4577 Court Improvement Project	$30,970	0.033%
4578 Expedited Child Support/Visit	$30,641	0.032%
	$3,715,092	3.934%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	($223,913)	($205,294)
Operating Transfers In	($88,272)	($104,116)
Operating Transfers Out	$0	$631
	($312,185)	($308,779)
Personnel Services	$1,698,722	$1,441,787
Operating Expenses	$2,188,475	$2,247,305
Capital	$0	$26,000
	$3,887,197	$3,715,092
Net Costs/Carry over Contingency	$3,575,012	$3,406,313
Employees/Total FTEs	25.03	19.78

Treasurer

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1005 General Fund	$459,063	0.486%
7430 Treasurer TIF	$18,736	0.020%
	$477,799	0.506%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Revenues	($357,000)	($357,000)
Capital Transfer Out	$0	$0
	($357,000)	($357,000)
Personnel Services	$385,704	$386,013
Operating Expenses	$123,060	$91,786
	$508,764	$477,799
Net Costs/Carry over Contingency	$151,764	$120,799
Employees/Total FTEs	7.00	7.00

Reserves / Contingency

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1003 CIP Reserve	$3,600,000	3.812%
1004 Rainy Day Reserve	$5,000,000	5.294%
1005 General Fund-Vacancy Savings	($1,342,343)	-1.421%
1005 General Fund-Contingency	$1,000,000	1.059%
1006 Cash Flow Reserve	$5,000,000	5.294%
	$13,257,657	14.037%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Transfer In	($3,100,000)	($50,000)
Transfer Out	$0	$0
	($3,100,000)	($50,000)
Operating Expenses	$10,333,919	$13,257,657
Net Costs/Carry over Contingency	$7,233,919	$13,207,657
Employees/Total FTEs	0.00	0.00

Capital Outlay / Projects – Bond, Capitalized & Non-Capitalized

Department Summary

BUDGET DISTRIBUTION	Expenditure Budget	Percentage of Budget
1007 Capital Improvements	$2,732,216	2.893%
1114 Bond Issuance 2009	$483,946	0.512%
1115 Non-Capitalized Projects	$2,172,250	2.300%
1124 Superior & JP Crts Security	$258,400	0.274%
	$5,646,812	5.979%

DEPARTMENT SUMMARY	FY 13/14 Budget	FY 14/15 Tentative
Transfer In	($3,033,544)	($2,237,259)
Operating Expenses	$4,940,339	$2,354,384
Other Services and Charges	$275,000	$0
Capital	$1,068,714	$3,292,428
	$6,284,053	$5,646,812
Net Costs/Carry over Contingency	$3,250,509	$3,409,553
Employees/Total FTEs	0.00	0.00

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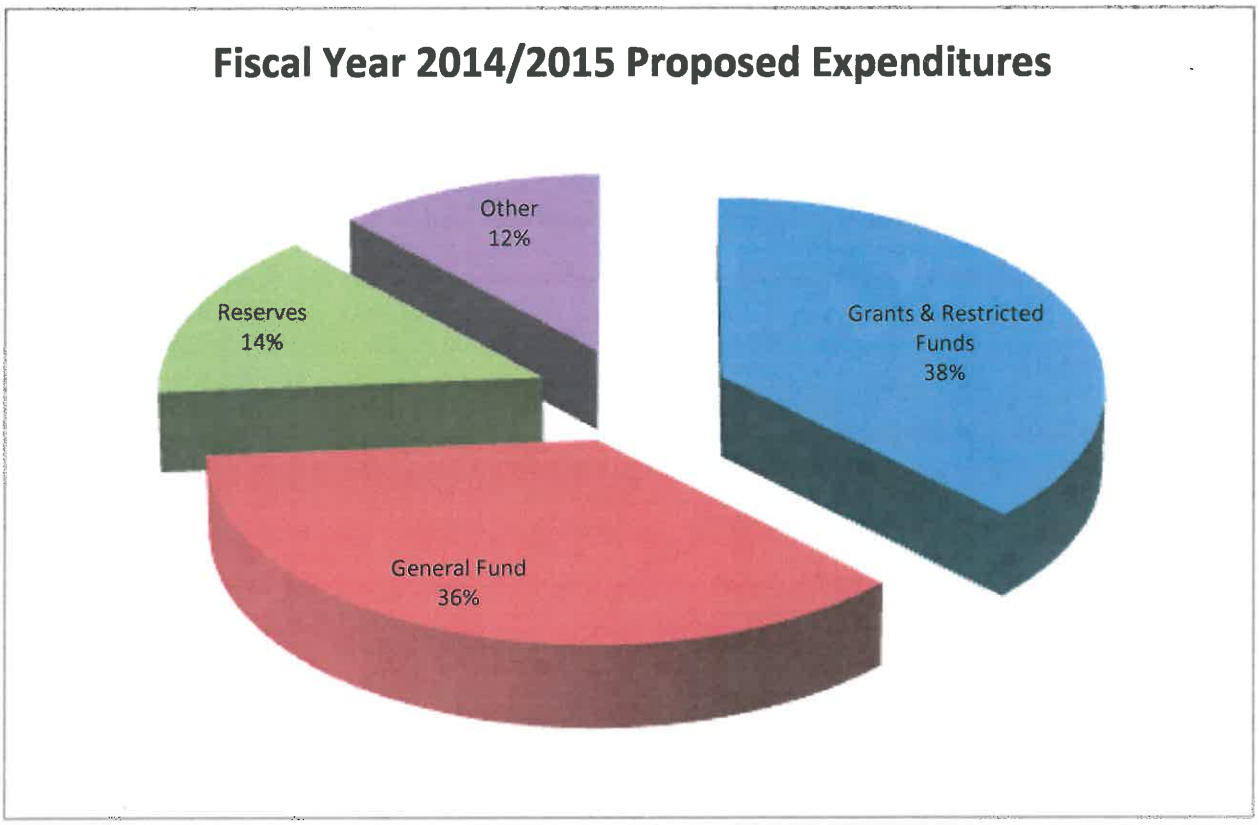
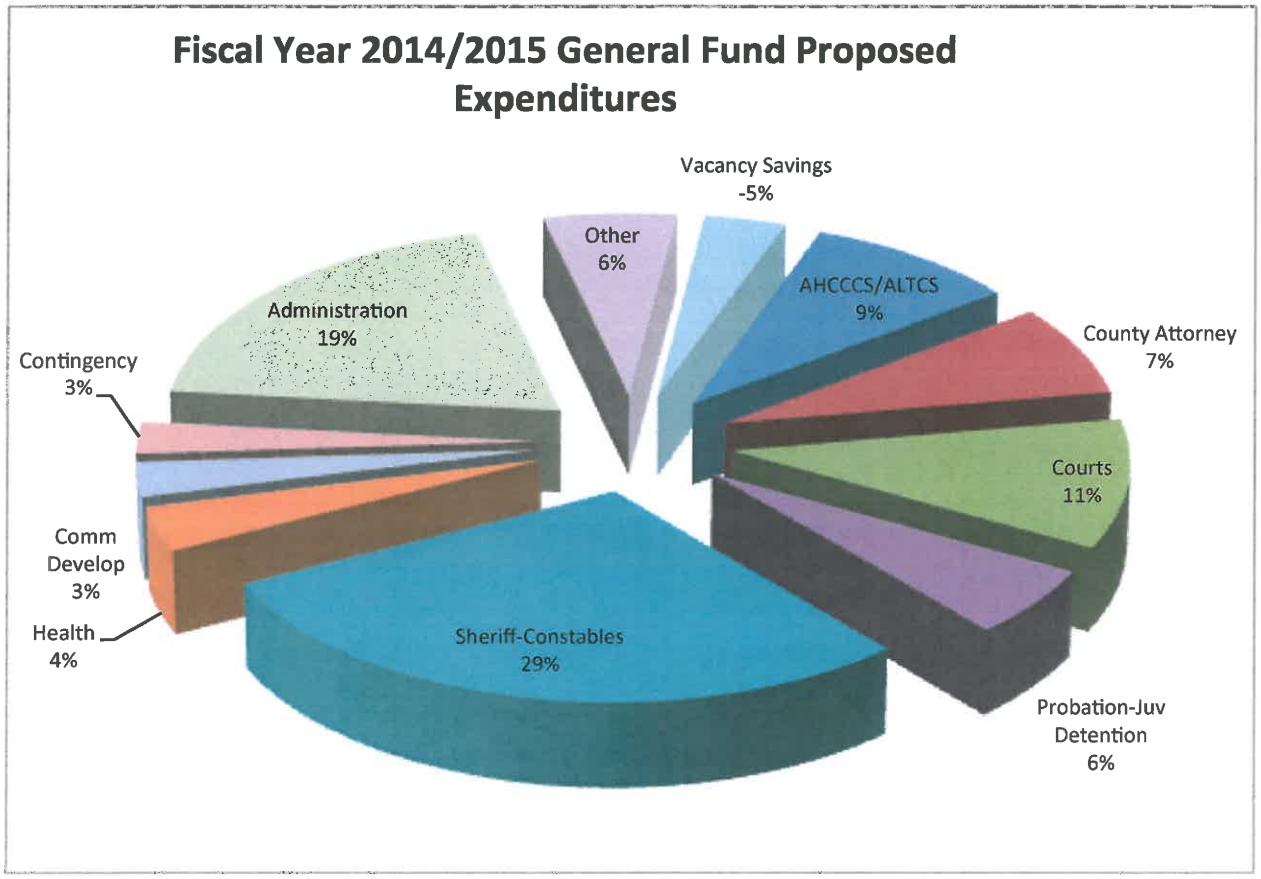
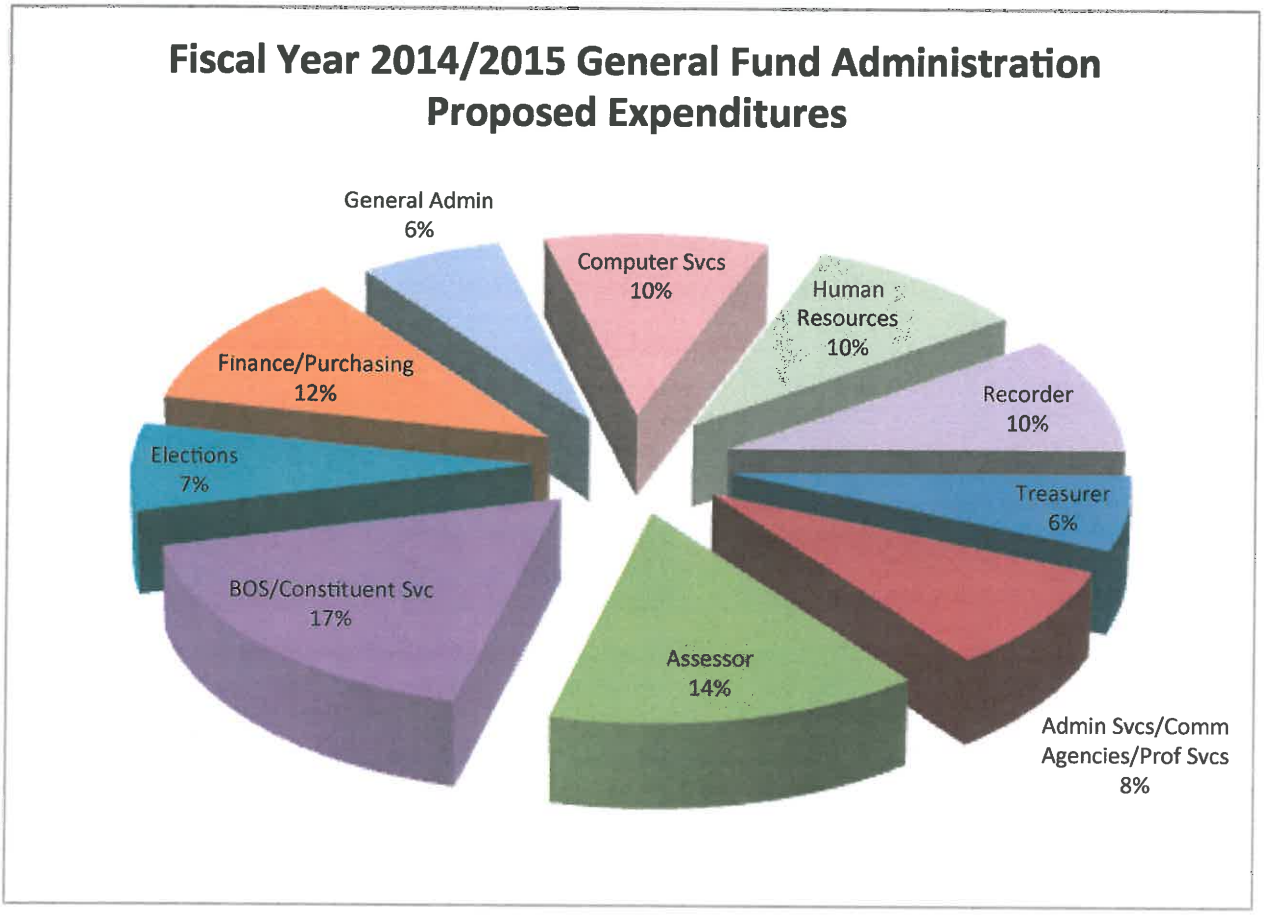
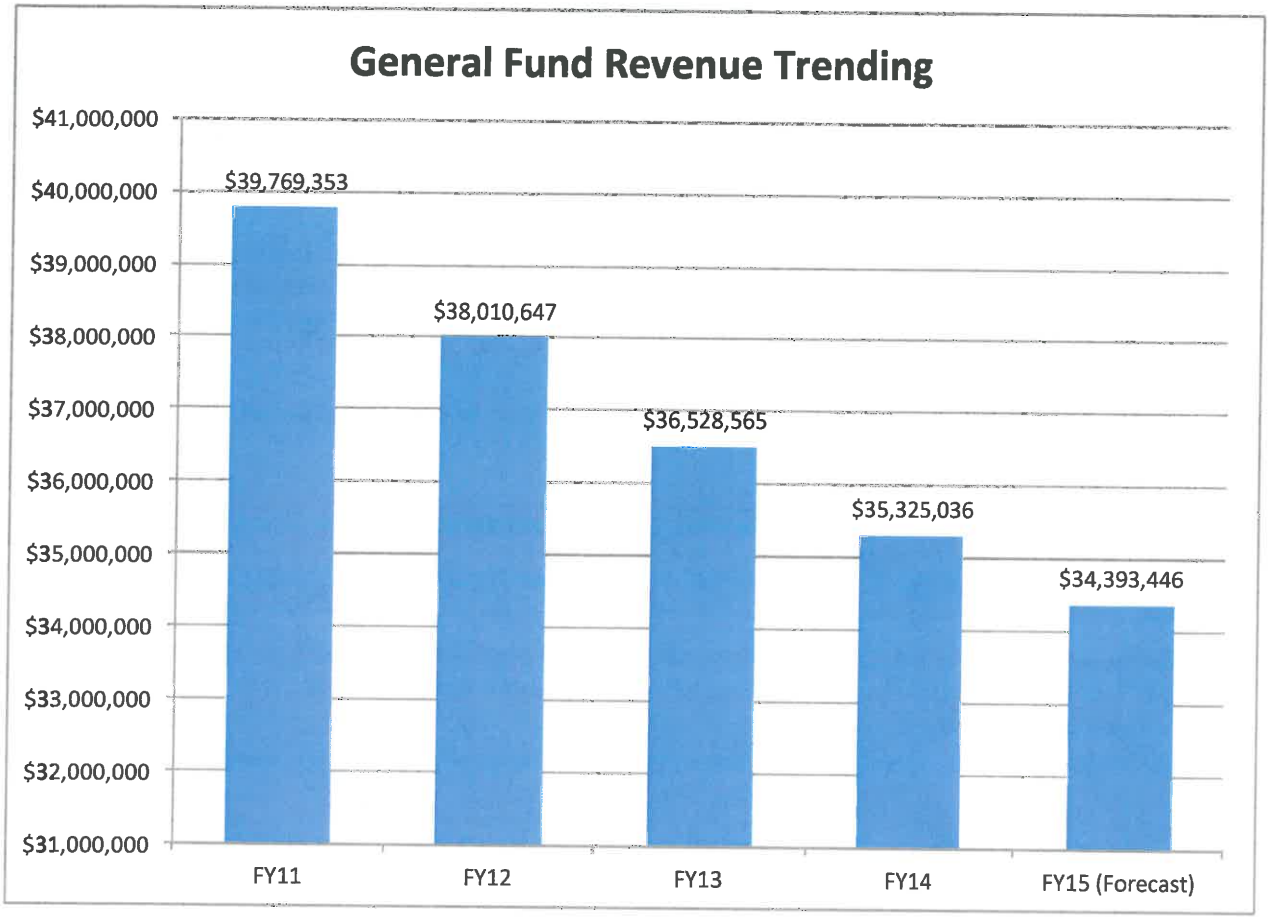
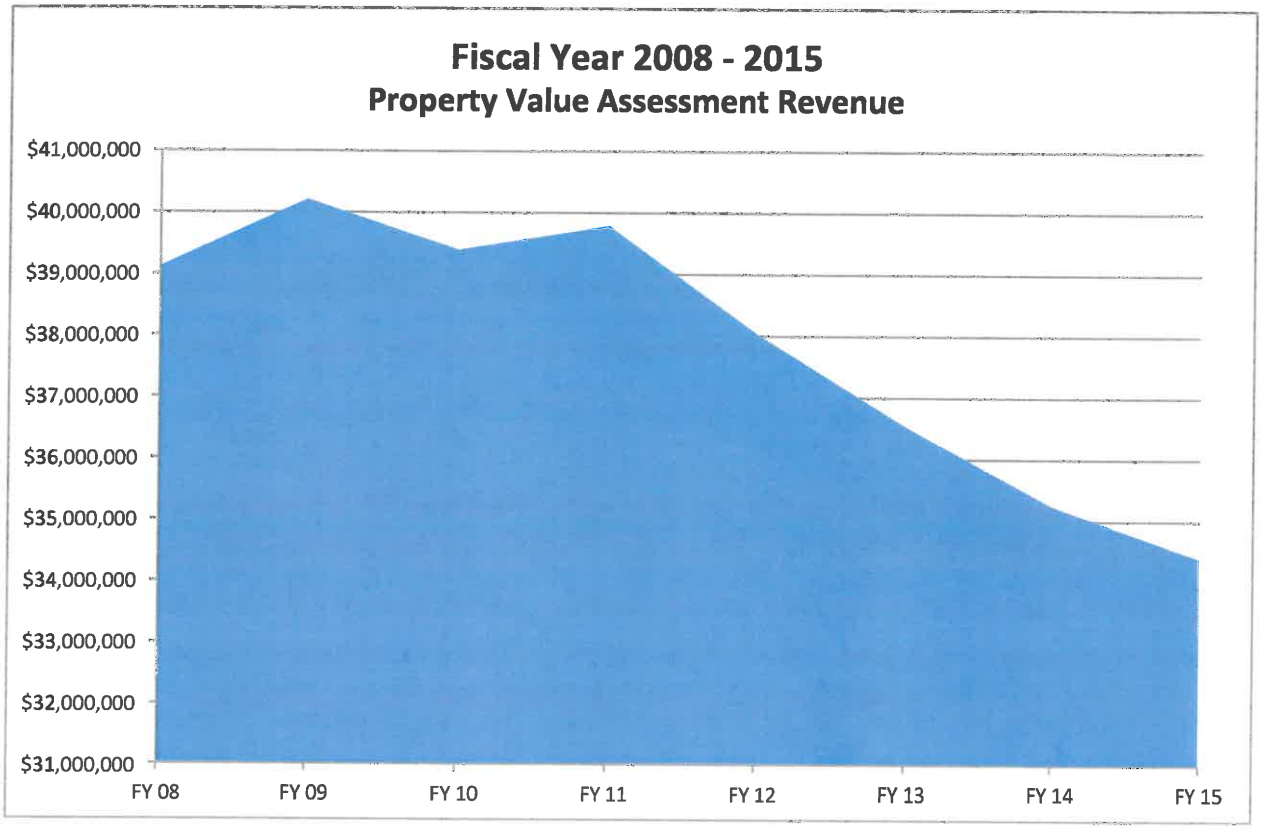

Fiscal Year 2014/2015 Proposed Expenditures
Other
12%
Reserves
14%
Grants & Restricted
Funds
38%
General Fund
36%


Fiscal Year 2014/2015 General Fund Proposed Expenditures
Vacancy Savings -5%
Other 6%
AHCCCS/ALTCS 9%
County Attorney 7%
Administration 19%
Contingency 3%
Courts 11%
Comm Develop 3%
Health 4%
Sheriff-Constables 29%
Probation-Juv Detention 6%


Fiscal Year 2014/2015 General Fund Administration
Proposed Expenditures
General Admin
6%
Computer Svcs
10%
Human
Resources
10%
Recorder
10%
Treasurer
6%
Admin Svcs/Comm
Agencies/Prof Svcs
8%
Assessor
14%
BOS/Constituent Svc
17%
Elections
7%
Finance/Purchasing
12%


General Fund Revenue Trending
$41,000,000
$40,000,000
$39,000,000
$38,000,000
$37,000,000
$36,000,000
$35,000,000
$34,000,000
$33,000,000
$32,000,000
$31,000,000
$39,769,353
$38,010,647
$36,528,565
$35,325,036
$34,393,446
FY11
FY12
FY13
FY14
FY15 (Forecast)


Fiscal Year 2008 - 2015
Property Value Assessment Revenue
$41,000,000
$40,000,000
$39,000,000
$38,000,000
$37,000,000
$36,000,000
$35,000,000
$34,000,000
$33,000,000
$32,000,000
$31,000,000
FY 08
FY 09
FY 10
FY 11
FY 12
FY 13
FY 14
FY 15

ARF-2657 **Regular Agenda Item** **4. C.**

Special Meeting

Meeting Date:	07/15/2014		
Submitted For:	Kendall Rhyne		
Submitted By:	Jeannie Sgroi, Contracts Administrator, Finance Division		
Department:	Superior Court	Division:	Superior Court Administration
Fiscal Year:	2014-2015	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2014 to June 30, 2015	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Request for Approval of 2 Attorney Contracts for the Superior Court.

Background Information

Each year the Superior Court in Gila County retains various attorneys to provide professional legal services, such as representation for the indigent citizens of Gila County. The two contracts at issue pertain to indigent criminal felony / misdemeanor / delinquency representation as well as dependency representation primarily for children.

Evaluation

The Professional Services Contracts, offered to the attorneys utilized by the Superior Court in Gila County will meet and satisfy compliance requirements of Gila County procurement procedures and Board approved policies. In addition to being an appropriate business practice, the contracts will allow for a Purchase Order to be issued, which will facilitate the accounting and payment processes. The contracts will also serve to clearly identify and set expectations for the performance of the attorneys.

Conclusion

In addition to identifying procurement procedures, the Gila County Statement of Operating Procedures for the Procurement Group was designed to facilitate the flow of issuing contracts, issuing purchase orders and issuing payment to Gila County vendors, while maintaining State mandated due diligence procedures. By entering into Professional Services Contracts with the various attorneys for the Superior Court in Gila County, the policies and procedures adopted by the Board of Supervisors for procurement processes will be satisfied.

Recommendation

The Court Administrator for the Superior Court in Gila County recommends approving the Professional Services Contracts with the attorneys.

Suggested Motion

Information/Discussion/Action to approve two Professional Services Contracts for the attorneys which the Superior Court in Gila County utilizes on an annual basis. **(Jonathan**
(Jonathan Bearup)

Attachments

Professional Services Contract No. 060914 - Brad Crider

Professional Services Contract No. 060614 - Raymond Geiser

Legal Explantion

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. 8753

GILA COUNTY

www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL SERVICES CONTRACT NO. 060914
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ _____, **2014,** by and between the Superior Court in Gila County, hereinafter designated the **COURT, BRAD J. CRIDER OF CRIDER LAW, P.L.L.C..** of the City of Mesa, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2014 TO JUNE 30, 2015.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of $250,000 per occurrence and $500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **BRAD J. CRIDER OF CRIDER LAW, P.L.L.C..** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2014 TO JUNE 30, 2015.**

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Dependency Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS ($1,000.00) PER ASSIGNMENT** and **THREE HUNDRED DOLLARS ($300.00) PER RECERTIFICATION OF AN EXISTING ASSIGNMENT.** Total compensation for Indigent Dependency Representation shall not exceed **TWENTY-TWO THOUSAND ($22,000) DOLLARS**, for the period of the contract without advance written authorization.

B. Court Payment of Costs and Expenses:

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney should submit a monthly invoice for each month's services.

2) **Due Date for Invoices:** Invoices are due to the Court no later than 5:00 p.m. on Tuesday in order to be submitted to the County's Finance Department for payment the following week. (The Finance Department has a deadline of 5:00 p.m. on Wednesdays for bills to be considered for payment by the Board at their meeting on the following Tuesday).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Dependency cases,** and will be subject to appointments in other contract categories, including but not limited to Domestic Relations, Guardianship, Delinquency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the special actions and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Conflicts: to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. Special Actions and Appeals: Separate contracts exist for special actions and appeals. However, circumstances may exist which would warrant a special action or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately submit the appointments for each month when submitting monthly invoices for services rendered.

D. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

E. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his/her cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation with the exception of annual recertification.

F. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after being relieved as counsel, or the last action taken in the case regarding the client if not formally relieved.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply when practicable. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether counsel and/or parties object to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the client must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference or time prescribed by court order or rules of procedure so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Mediation/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the client must be personally present.

2) **Request:** Any party may request a mediation or settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of settlement and discovery disputes.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

F. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

G. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the parties, and/or counsel, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including court costs, may be imposed for late requests for continuances, whether granted or not.

H. Motions and Orders to Transport:

1) **Preparation:** When a client is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as psychological evaluations, outside of Gila County. When a client is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any hearings, mediations, or trials, before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

I. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

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 PROFESSIONAL SERVICES CONTRACT NO. 060914

APPROVED:

Michael A. Pastor, Chairman of the Board

Brad J. Crider of Crider Law, P.L.L.C., Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

Peter J. Cahill, Presiding Judge

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. 8753

GILA COUNTY

www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL SERVICES CONTRACT NO. 061614
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, **2014,** by and between the Superior Court in Gila County, hereinafter designated the **COURT, RAYMOND GEISER** of the City of Globe, County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2014 to JUNE 30, 2015.** The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of $500,000 per occurrence and $1,000,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **RAYMOND GEISER** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2014 to JUNE 30, 2015.**

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. **Indigent Defense Representation:** The Attorney agrees to provide legal services for the sum of **ONE HUNDRED AND TEN THOUSAND, SIX HUNDRED AND FORTY THREE DOLLARS ($110,643.00) PER YEAR,** payable at the rate of **NINE THOUSAND, TWO HUNDRED TWENTY DOLLARS AND TWENTY FIVE CENTS ($9,220.25) PER MONTH,** subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. **Indigent Dependency Representation:** The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS ($1,000.00) PER ASSIGNMENT** and **THREE HUNDRED DOLLARS ($300.00) PER RECERTIFICATION OF EXISTING ASSIGNMENT.** The scope of services outlined above will be performed on a budget of **THIRTY THOUSAND DOLLARS ($30,000) PER YEAR**, not to be exceeded without written authorization pursuant to a mutually agreed upon fee.

C. **Court Payment of Costs and Expenses:**

1) **Routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

D. **Billing Procedures for Legal Services Provided for Indigents:**

1) **Submission and Payment:** The Attorney should submit a monthly invoice for each month's services.

week. (The Finance Department has a deadline of 5:00 p.m. on Wednesdays for bills to be considered for payment by the Board at their meeting on the following Tuesday).

3) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Class 2-6 Felony cases, Juvenile Delinquency cases as needed, Globe Regional Justice Court Misdemeanor / Felony cases,** and will further be subject to appointments in other contract categories, including but not limited to Dependency and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Conflicts: to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. Rule 32's and Appeals: Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

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 PROFESSIONAL SERVICES CONTRACT NO. 061614

APPROVED:

Michael A. Pastor, Chairman of the Board

Raymond Geiser, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

Peter J. Cahill, Presiding Judge

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-2592 **Regular Agenda Item** **4. D.**

Special Meeting

Meeting Date: 07/15/2014

Submitted For: Robert Gould

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

Department: Community Development Division

Information

Request/Subject

Planning and Zoning Dept. Case No. Z-14-01 - Beau Woodring Rezoning Application

Background Information

Beau Woodring of Southwest Development Corporation submitted an application to the Planning and Zoning Department to rezone Assessor's tax parcel number 301-19-055B from R1-D12(Single Family Residential with a minimum residential lot size of 12,000 square feet) and TR (Transitional Residential) to C2(Commercial).

On June 3, 2014, the Board of Supervisors held a public hearing to obtain comments from the public regarding this rezoning application. As a result of public comment in opposition of this rezoning, the Board of Supervisors remanded this case to the Planning and Zoning Commission for the Commission to consider adding additional stipulations of approval based on concerns voiced by local citizens and so that a community meeting could be held in Pine, and it continued this item to the July 15th Board meeting.

On June 25 2014, the Planning and Zoning held a meeting in Pine to further review this rezoning application and to obtain further public comment. At the end of that meeting, Mr. Woodring announced that he was withdrawing his rezoning application. The following day, Robert Gould, Community Development Division Director, and Margie Chapman, Code Compliance Supervisor, received official notification from Mr. Woodring via email of his application withdrawal.

Evaluation

The Board of Supervisors needs to acknowledge Mr. Woodring's withdrawal of his application to rezone parcel number 301-19-055B.

Conclusion

Staff finds that Commercial two (C2) zoning is an appropriate zoning district for parcels bordering on the State Highway 87. Due to the location of some residential development in the area care should be taken to ensure compatibility.

The Planning and Zoning Commission met on June 25th in Pine and at that time ***Mr. Woodring announced that he was withdrawing this application from any further consideration.***

Recommendation

Staff would recommend that the Board of Supervisors acknowledge Mr. Woodring's withdrawal of this application.

Suggested Motion

Information/Discussion/Action to receive updated information on Planning and Zoning Department Case No. Z-14-01, a rezoning application submitted by Beau Woodring to rezone tax parcel number 301-19-055B which is located in Pine, and to acknowledge Mr. Woodring's withdrawal of this rezoning application. **(Bob Gould**)

Attachments

Staff Report

Woodring's Withdrawal Notification

Staff Report
to the
Board of Supervisors

Board of Supervisors' Hearing
June 3, 2014

I APPLICATION

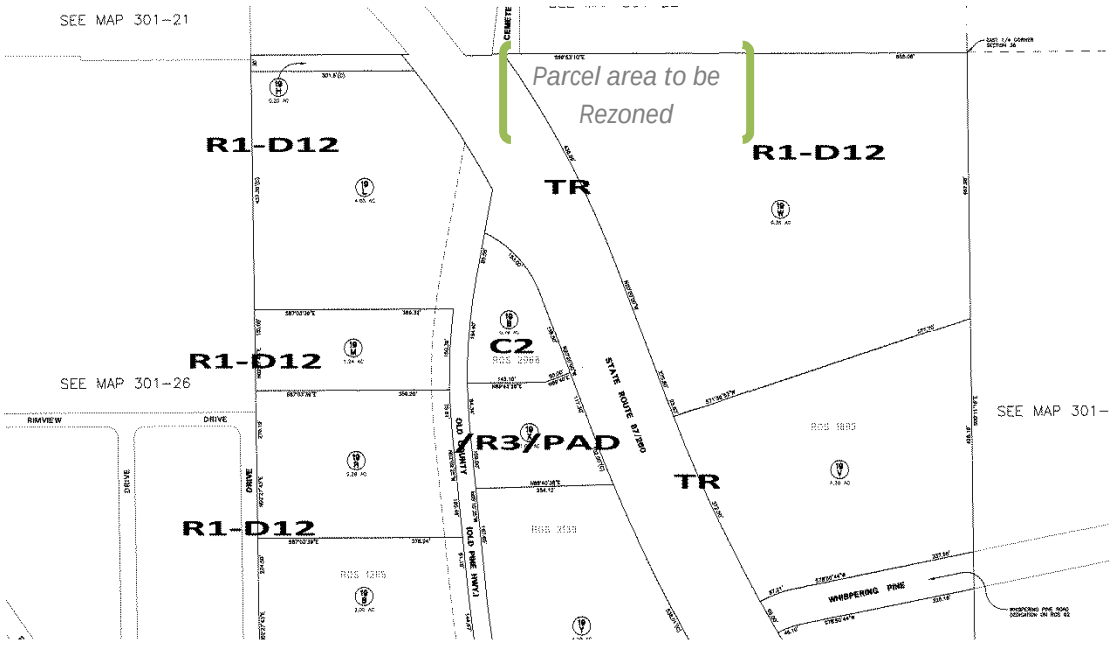
Applicant Name	Beau Woodring
Applicant Address	10229 N. Scottsdale Road, Suite F, Scottsdale, AZ
Site Address	Parcel #2 of ROS 4305B
APN Number	301-19-055B
Current Zoning	**TR/R1-D12** **<u>IntentandPurpose:</u>** a. Toprovideadegreeofflexibilityinlanduseintransitionalareaswhereamixture of residentialand lightcommercial useswill bebeneficial. b. Toallowforcertainmixed-usedevelopmentssubjecttoanapprovedsiteplan, provided suchdevelopmentsshall beinharmonywith,andwill resultinaminimum disruptionto, surrounding uses. c. To createtransitional zones toserveasbuffersbetweenresidential districtsandcommercialorindustrial districts.
Current Comprehensive Plan Designation	**Multi-FunctionalCorridor**: TheMulti-FunctionalCorridorcategorydenotesareas ofthecountythatarelocatedadjacenttoaprimarytransportationrouteandwherea mixtureoflandusesaredesirablebaseduponthespecificlocationalcharacteristics ofthe land.The Multi-Functional Corridor categoryis designed tocapitalize on the land useopportunitiesresultingfromproximitytoandvisibilityofaprimaryvehicular transportationcorridor.TheusespermittedintheMulti-FunctionalCorridorcategory areintendedtorespondtotheuniqueopportunities,scaleandfunctionsthatexistin thedifferentareasofthecounty.Developmentinthiscategorytypicallyoccurson lotsthatarewideandshallowduetothelinearnatureoftheadjacenttransportation facilities.Thepotentialnegativeimpactsofalineardevelopmentpattern,ifany, shouldbeaddressedthroughsiteplanning,bufferingandafterdesignconsideration s. Additionalusespermittedwithinthecategoryshallincludefarming,ranchingand thoseuses otherwisepermitted bystatestatute.
Application Number	**Z-14-01**

II Purpose & Description

The purpose of this application is to rezone Parcel 2 on Record of Survey 4305B from R1-D12& TR to Commercial Two (C2) to establish a retail store on the property. ***Mr. Woodring has requested that the Board of Supervisors accept his withdrawal of this application***

III Zoning Regulations

The parcel is currently multi-zoned with both R1-D12 and TR zoning. The map below shows the current zoning for surrounding parcels. The actual parcel is not shown on the tax parcel map due to a recently approved minor land division. The parcel was a part of



parcel number 301-19-019W.

The Comprehensive Plan has designated this area as a Multi-Functional Corridor. This is appropriate for the proposed C2 zoning district.

IV Primary issue or issues to consider

There is some single family residential development in close proximity to this site. Because of this it will be necessary to take those precautions that ensure greater compatibility. Issues such as noise, lighting and outdoor activities need to be controlled.

V Background

The location of this parcel is along State Highway 87 just as you enter the downtown area of Pine. The parcel is currently undeveloped and would be appropriate for commercial

development. A parcel directly across the street was recently rezoned to C2 to allow a wider choice in commercial activities then is permitted under TR zoning.

VI Analysis

The parcel has minimum slopes and excellent access on State Highway 87. The current zoning would allow some commercial development, but it is restrictive in size of commercial and hours of operation. TRzoning acts as a buffer zone between residential and commercial development. It is appropriate for neighborhood areas as the intent is to allow neighborhood type commercial development. Hardscrabble Road in Pine is an area that is perfect for TRzoning due to the presence of residential development.

A floodplain report was run for this parcel and there is no 100-year floodplain on this parcel.

VII Summary

This parcel is not within the floodplain area and there are no significant topographic issues to take into consideration.The site has excellent access off State Highway 87. All in all, the property is suitable for C2 zoning activities.

VIII Recommendation

Staff recommends that the Board of Supervisors accept Mr. Woodring's request to withdraw this application from consideration. ~~Staff concurs with the Planning and Zoning Commission's recommendation for the Board of Supervisors to approve Planning and Zoning Department Case No. Z-14-01 with the following conditions:~~

1. ~~All outdoor lighting is appropriately shielded to avoid spillage to other parcels to the rear of this parcel.~~
2. ~~All zoning, wastewater, public works, health, fire district and building regulations that are applicable to the development of this retail store as well as Arizona Department of Transportation regulationsshall be addressed if needed.~~
3. ~~The architectural design for this structure shall be appropriate for the Pine area.~~
4. ~~If the applicant or property owner wants to serve alcoholic beverages they must submit an application for a conditional use permit.~~
5. ~~Buffering shall include both a solid wall and landscaping.~~
6. ~~When the applicant submits the property development plan, the Director shall provide a copy to the Planning and Commission for its review.~~

Chapman, Margie

From:	Beau Woodring [beau@generaldevelop.com]
Sent:	Thursday, June 26, 2014 7:12 AM
To:	Chapman, Margie
Cc:	Gould, Robert; Clayton, Pat
Subject:	Re: Thanks!

Margie & Bob,
Please accept this email as my formal withdrawal of my rezoning application on Gila County parcel number 301-19-055B in Pine Arizona.

Thank you for your outstanding professionalism throughout the process.

Most Sincerely,
Beau Woodring
Southwest General Development

On Thu, Jun 26, 2014 at 7:05 AM, Chapman, Margie <mchapman@gilacountyaz.gov> wrote:

Beau,

I want to thank you for submitting an application to do a rezoning on parcel No. 301-19-055B in Pine, Arizona. I am sorry that things did not work out as plan, but I have to congratulate you for acknowledging the fact that the support system from the locals would not be there for you and it was time to withdraw. I enjoyed working with you and I wish you the best.

Please send me a letter stating you have withdrawn the rezoning application. You can send it via email.

Let me know how Mr. Gould, myself or any other staff member can be of help to you now or in the near future.

I appreciate your prompt response on this matter.

Thanks!

Margie Chapman

Code Compliance Supervisor

ARF-2652 **Regular Agenda Item** **4. E.**

Special Meeting

Meeting Date: 07/15/2014

Submitted For: Robert Gould

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

Department: Community Development Division Division: Code Enforcement

Information

Request/Subject

Appointment of an Alternative Hearing Officer for the Community Development Division's Code Enforcement Program

Background Information

The Community Development Division currently uses Jim Weeks as a Hearing Officer for its Code Enforcement Program. Mr. Weeks will continue serving in that capacity; however, during those times when Mr. Weeks has a conflict of interest with a particular case, it is necessary to use an alternate Hearing Officer. That situation has recently risen regarding a case in Strawberry.

Per A.R.S. § 11-815 (E), Gila County is authorized to appoint a hearing officer to hear and decide Code violation cases.

Evaluation

Peter Van Haren has offered to serve as an alternative Hearing Officer for Gila County. Should the Board of Supervisors appoint Mr. Peter Van Haren, it is anticipated that his services will seldom be needed as this is the first time a conflict has risen in over eight years. It is crucial that the Board of Supervisors appoint an alternate Hearing Officer to avoid any further delay in hearing the current case in Strawberry and for future cases. Mr. Peter Van Haren has insisted that he does not want any payment for these services.

Conclusion

Peter Van Haren has four years of experience in performing these duties and is highly regarded by those who work with him. The only added cost to the County will be for Mr. Haren's travel; however, staff believes it is worthwhile to appoint Mr. Haren. As stated earlier, it is anticipated that Mr. Haren's services will rarely be needed.

Recommendation

The Community Development Director recommends that the Board of Supervisors appoint Peter Van Haren as an alternative Hearing Officer for the Community Development Division's Code Enforcement Program.

Suggested Motion

Information/Discussion/Action to appoint Peter Van Haren as an alternative Hearing Officer for the Community Development Division's Code Enforcement Program. **(Bob Gould)**

Attachments

ARS 11-815

11-815. Enforcement; county zoning inspector; deputies; building permits; violations; classification; civil penalties; hearing officers and procedures

A. The county zoning ordinance shall provide for its enforcement within a zoned territory by means of withholding building permits, and for such purposes may establish the position of county zoning inspector, and such deputy inspectors as may be required, who shall be appointed by the board.

B. After the establishment and filling of the position, it is unlawful to erect, construct, reconstruct, alter or use any building or other structure within a zoning district covered by the ordinance without first obtaining a building permit from the inspector and for that purpose the applicant shall provide the zoning inspector with a sketch of the proposed construction containing sufficient information for the enforcement of the zoning ordinance. A permit is not required for repairs or improvements of a value not exceeding five hundred dollars. Reasonable fees may be charged for the issuance of a permit. The inspector shall recognize the limitations placed on the inspector's authority by sections 11-804 and 11-811, and shall issue the permit when it appears that the proposed erection, construction, reconstruction, alteration or use fully conforms to the zoning ordinance. In any other case the inspector shall withhold the permit.

C. It is unlawful to erect, construct, reconstruct, maintain or use any land in any zoning district in violation of any regulation or any provision of any ordinance pertaining to the land and any violation constitutes a public nuisance. Any person, firm or corporation violating an ordinance, or any part of an ordinance, is guilty of a class 2 misdemeanor. Each day during which the illegal erection, construction, reconstruction, alteration, maintenance or use continues is a separate offense.

D. A county may establish civil penalties for a violation of any zoning regulation or ordinance. Civil penalties shall not exceed the amount of the maximum fine for a class 2 misdemeanor. Each day of continuance of the violation constitutes a separate violation. If an alleged violator is served with a notice of violation pursuant to subsection E of this section, the alleged violator is not subject to a criminal charge arising out of the same facts.

E. A county that establishes a civil penalty for violation of a zoning regulation or ordinance may appoint hearing officers to hear and determine zoning violations. If the zoning inspector reports a zoning violation to the hearing officer, the hearing officer shall hold a hearing after serving notice of the hearing on the alleged violator. The notice shall be personally served on the alleged violator by the zoning inspector at least five days before the hearing. If the zoning inspector is unable to personally serve the notice, the notice may be served in the same manner prescribed for alternative methods of service by the Arizona rules of civil procedure. A notice served on the alleged violator other than by personal service shall be served at least thirty days before the hearing.

F. At the hearing, the zoning inspector shall present evidence showing the existence of a zoning violation and the alleged violator or the alleged violator's attorney or other designated representative shall be given a reasonable opportunity to present evidence. The county attorney may present evidence on behalf of the zoning inspector. At the conclusion of the hearing, the hearing officer shall determine whether a zoning violation exists and, if a violation is found to exist, may impose civil penalties pursuant to subsection D of this section.

G. A hearing officer may be an employee of the county and shall be appointed by the board of supervisors. A review of decisions of the hearing officer by the board of supervisors shall be available to any party to the hearing. The board of supervisors may delegate this review to a county board of adjustment. If the board of supervisors elects to delegate this review, the board of supervisors shall delegate all requested reviews to the board of adjustment. The board of supervisors shall adopt written rules of procedure for the hearing and review of hearings, which shall be adopted in the same manner as zoning ordinances. Judicial review of the final decisions of the board of supervisors or a board of adjustment shall be pursuant to title 12, chapter 7, article 6. A county that establishes civil penalties for a violation of a zoning regulation or ordinance is not precluded from pursuing the remedies as provided for in subsection H of this section.

H. If any building or structure is or is proposed to be erected, constructed, reconstructed, altered, maintained or used or any land is or is proposed to be used in violation of this chapter or any ordinance, regulation or provision enacted or adopted by the board under the authority granted by this chapter, the board, the county attorney, the inspector or any adjacent or neighboring property owner who is specially damaged by the violation, in addition to the other remedies provided by law, may institute injunction, mandamus, abatement or any other appropriate action or proceedings to prevent or abate or remove the unlawful erection, construction, reconstruction, alteration, maintenance or use.

ARF-2663 **Regular Agenda Item** **4. F.**

Special Meeting

Meeting Date:	07/15/2014		
Submitted For:	Jeffrey Hessenius		
Submitted By:	Jeannie Sgroi, Contracts Administrator, Finance Division		
Department:	Finance Division		
Fiscal Year:	FY 14-15	Budgeted?:	Yes
Contract Dates Begin & End:	6-26-14 to 6-25-15	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Contract Award for Bid No. 041414 Bulk Fuel and Lubricants.

Background Information

On June 24, 2014, the Board of Supervisors awarded the fuel portion of Bid No. 041414 - Bulk Fuel and Lubricants, to the lowest, most responsive, responsible and qualified bidder, Canyon State Oil.

Addendum No. 1 to Invitation for Bid (IFB) No. 041414 was issued on May 19, 2014 in response to questions which had been submitted by prospective bidders. In response to one of the questions, Gila County stated that the award of the fuel and lubricants would not be split among bidders. All four vendors who submitted a sealed bid for Invitation for Bid No. 041414, acknowledged receipt of both addenda that were issued on this IFB.

Evaluation

Bids were received from four (4) suppliers. Three of the four bidders provided pricing for both fuel and lubricants, and one bidder provided pricing for lubricants only. Bid responses were evaluated in accordance with A.R.S. § 41-2533, Competitive Sealed Bidding; awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid.

Conclusion

The Finance and Public Works Departments have thoroughly reviewed and evaluated the bids submitted for Bid No. 041414 Bulk Fuel and Lubricants, and have determined that Canyon State Oil is the overall lowest responsive and responsible bidder. Amendment No. 1 has been issued to Canyon State Oil to correct the award of fuel only on Invitation for Bid No. 041414; and to include the Lubricant portion of the Invitation to Bid No. 041414 and thereby award the entire contract for Bulk Fuel and Lubricants to Canyon State Oil. If authorization is granted, Amendment No. 1 is attached to this agenda item for the Board's approval.

Recommendation

Staff recommends that the Board of Supervisors approve the award of Invitation for Bids No. 041414 for both bulk fuel and lubricants to Canyon State Oil - for a term of 12 months, from June 26, 2014, to June 25, 2015, with the option for two (2) one-(1) year contract term renewals; additionally, staff recommends that the Board of Supervisors approve Amendment No. 1 to Contract No. 041414 - Bulk Fuel and Lubricants.

Suggested Motion

Information/Discussion/Action to approve the award of the lubricant portion for Invitation for Bids No. 041414 for the purchase and delivery of bulk lubricants; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on Amendment No. 1 to Canyon State Oil, which will allow for the award of both fuel and lubricants on Contract No. 041414. **(Jeff Hessenius)**

Attachments

Amendment No. 1 to Contract No. 041414

IFB 041414 Bid Tabulation Form

Addenda 1 & 2 for IFB 041414 Bulk Fuel & Lubricants

Contract 041414 Bulk Fuel & Lubricants

Legal Explantion

AMENDMENT NO. 1 TO CONTRACT NO. 041414

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

CONTRACT NO. 041414
BULK FUEL AND LUBRICANTS

CANYON STATE OIL

Effective June 24, 2014, Gila County and Canyon State Oil entered into a contract whereby Gila County awarded the "fuel portion only" of Invitation for Bid No. 041414 to Canyon State Oil to provide Bulk Fuel to various locations in Gila County.

Per Addendum No. 1 to Invitation for Bid, which was issued on May 19, 2014, in response to questions which had been submitted by prospective bidders, Gila County stated that the award of the fuel and lubricants would not be split amongst bidders.

Amendment No. 1 will serve to correct the award of Invitation for Bid No. 041414 by the Board of Supervisors on June 24, 2014, to include the Lubricant portion of the Invitation for Bid No. 041414 and thereby award the entire contract for Bulk Fuel and Lubricants to Canyon State Oil.

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

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

GILA COUNTY
BOARD OF SUPERVISORS

Michael A. Pastor, Chairman Board of Supervisors

CONTRACTOR
CANYON STATE OIL

Authorized Signature

Stanley W. Watkins
Print Name

ATTEST

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

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

BID TABULATION FORM

GILA COUNTY

BID TITLE: Bulk Fuel & Lubricants

BID NO: 041414

DUE DATE: June 11, 2014

TIME: 10:00 A.M.

RANKING	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
1	Canyon State Oil		See attached for items priced
2	M.V. Enterprises		See attached for items priced
3	Senergy Petroleum		See attached for items priced
4	Western Refining Wholesale	Bid Lubricants Only	

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Contractor Name: Canyon State Oil Number: N/A

Copper Region: Globe Shop 1001 Besich Blvd., Globe				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0235	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 52,600 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.0535	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 25,750 gallons

Copper Region: Courthouse 1400 E. Ash Street, Globe				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0563	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 37,420 gallons

Copper Region: Tonto Basin – Maintenance Yard 127 S. Old Hwy 188, Tonto Basin				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0642	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 16,940 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.0942	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 10,350 gallons

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Timber Region: Payson Maintenance Yard 5324 E. Hwy 260, Payson				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0235	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 53,120 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.0535	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 41,900 gallons

Timber Region: Young Maintenance Yard Hwy 288, Milepost 305, Young				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.1440	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 5,800 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.1740	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 7,000 gallons

No Taxes are to be included in the price.
Prices shall include all costs required to deliver and unload fuel at the requested location.

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Contractor Name: Canyon State Oil Number: N/A

LUBRICANTS

METERED PRODUCTS	PRICE PER QUART	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
15W – 40W WT CL-4 (CJ-4)	$4.28	$17.06	$51.15	$505.45
5W – 20W S/N Full Synthetic Engine Oil	$5.46	N/A	N/A	$407.55
5W – 30W S/N Full Synthetic Engine Oil	$5.46	N/A	N/A	$407.55
90W API GL-5 Gear Oil	$4.88	N/A	$70.80	$766.81
75W – 90W Full Synthetic Gear Oil	$11.53	N/A	$201.90	$2,082.30
CAT TO-4 30WT or equivalent	N/A	N/A	$75.55	$667.15
CAT TO-4 50WT or equivalent	N/A	N/A	$75.55	$667.15
Tractor Hydraulic Oil 46WT	N/A	$17.25	$69.65	$697.40
LLC Extended Life Antifreeze (Pink) (ELC - 50/50)	N/A	$9.23	N/A	$473.57

NON-METERED PRODUCTS	PRICE PER TUBE ~~QUART~~	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
Multipurpose #1 Chassis Lube	$2.98	N/A	$122.00	$1,196.00
Multipurpose #2 Chassis Lube	$3.00	N/A	$122.00	$1,040.00
Extreme Pressure 3% Moly #1 Chassis Lube	$3.48	N/A	$155.60	$1,316.00
Extreme Pressure 3% Moly #2 Chassis Lube	$3.75	N/A	$155.60	$1,316.00

Sales Tax, State of: Arizona
Written Name of State

& City of: Phoenix
Written Name of City

Please indicate your tax status below, if applicable:

☐ Out-of-State vendor with a presence in Arizona
☐ Out-of-Sate vendor without a presence in Arizona

Contractor agrees to provide service to all locations listed in proposal.

Canyon State Oil
Company Name

Company Representative

If payment is made within 30 days after receipt of goods or services, the above quoted price can be discounted by 0.0 %.

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Contractor Name: M. V. Enterprises Inc. Number: _____

Copper Region: Globe Shop 1001 Besich Blvd., Globe				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description** A.D.O.T. State O.P.I.S.
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	3.1700 +.08	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 52,600 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	3.131 +.08	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 25,750 gallons

Copper Region: Courthouse 1400 E. Ash Street, Globe				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description** A.D.O.T. State O.P.I.S.
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	3.1900 +.10	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 37,420 gallons

Copper Region: Tonto Basin – Maintenance Yard 127 S. Old Hwy 188, Tonto Basin				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description** A.D.O.T. State O.P.I.S.
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	3.2400 +.15	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 16,940 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	3.2010 +.15	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 10,350 gallons

ATTACHMENT "C"

PRICE SHEET
Gila County 1400 East Ash Street Globe, Arizona 85501 **SOLICITATION NO. 041414**

Timber Region: Payson Maintenance Yard 5324 E. Hwy 260, Payson				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description** A.D.O.T. State O.P.I.S.
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	3.2400 +.15	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 53,120 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	3.2010 +.15	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 41,900 gallons

Timber Region: Young Maintenance Yard Hwy 288, Milepost 305, Young				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description** A.D.O.T. State O.P.I.S.
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	3.3900 +.30	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 5,800 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	3.3510 +.30	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 7,000 gallons

***No** Taxes are to be included in the price.*
Prices shall include all costs required to deliver and unload fuel at the requested location.

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Contractor Name: M. V. Enterprises Inc. Number: _____

LUBRICANTS

METERED PRODUCTS	PRICE PER QUART	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
15W – 40W WT CL-4 Delvac / Case	12 qt case 53.00	4 gal case 62.08	80.00	739.50
5W – 20W S/N Full Synthetic Engine Oil	6 qt case 50.00	N.A.	N.A.	1357.50
5W – 30W S/N Full Synthetic Engine Oil	6 qt case 50.00	N.A.	N.A.	1357.50
90W API GL-5 Gear Oil 80/90	12 qt case 60.00	N.A.	86.00	808.50
75W – 90W Full Synthetic Gear Oil	N.A.	4 gal case 121.00	161.00	1432.00
CAT TO-4 30WT or equivalent	N.A.	N.A.	79.00	732.50
CAT TO-4 50WT or equivalent	N.A.	N.A.	87.00	732.50
Tractor Hydraulic Oil 46WT	N.A.	N.A.	54.00	464.50
LLC Extended Life Antifreeze (Pink)	N.A.	6 gal case 85.00	N.A.	669.50

NON-METERED PRODUCTS	PRICE PER ~~QUART~~ Tubes	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
Multipurpose #1 Chassis Lube	N.A.	N.A.	N.A.	N.A.
Multipurpose #2 Chassis Lube	3.41 EA.	N.A.	117.00	1024.50
Extreme Pressure 3% Moly #1 Chassis Lube	N.A.	N.A.	N.A.	N.A.
Extreme Pressure 3% Moly #2 Chassis Lube	3.66 EA	NA	N.A.	1,258.50

Sales Tax, State of: Arizona (Written Name of State) & City of: Globe (Written Name of City)

Please indicate your tax status below, if applicable:

- ☐ Out-of-State vendor with a presence in Arizona
- ☐ Out-of-Sate vendor without a presence in Arizona

Contractor agrees to provide service to all locations listed in proposal.

M. V. Enterprises Inc.
Company Name

Louis M. Vukasovich
Company Representative

If payment is made within 0 days after receipt of goods or services, the above quoted price can be discounted by 0 %.

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Contractor Name: SENERGY PETROLEUM Number: _____

Copper Region: Globe Shop 1001 Besich Blvd., Globe				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	MINUS $0.0140	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 52,600 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	PLUS $0.0700	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 25,750 gallons

Copper Region: Courthouse 1400 E. Ash Street, Globe				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	PLUS $0.1150	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 37,420 gallons

Copper Region: Tonto Basin – Maintenance Yard 127 S. Old Hwy 188, Tonto Basin				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	PLUS $0.2500	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 16,940 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	PLUS $0.3200	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 10,350 gallons

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Timber Region: Payson Maintenance Yard 5324 E. Hwy 260, Payson				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	PLUS $0.1650	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 53,120 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	PLUS $0.1650	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 41,900 gallons

Timber Region: Young Maintenance Yard Hwy 288, Milepost 305, Young				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	PLUS $0.7100	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 5,800 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	PLUS $0.3800	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 7,000 gallons

***No** Taxes are to be included in the price.*
Prices shall include all costs required to deliver and unload fuel at the requested location.

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Contractor Name: SENERGY PETROLEUM Number: _____

LUBRICANTS

METERED PRODUCTS	PRICE PER QUART	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
15W – 40W WT CL-4	$3.56	$15.12	$56.30	$528.00
5W – 20W S/N Full Synthetic Engine Oil	$6.10	N/A	$121.30	$1,199.00
5W – 30W S/N Full Synthetic Engine Oil	$6.10	N/A	$125.15	$1,241.31
90W API GL-5 Gear Oil	$4.88	N/A	$84.00	$826.31
75W – 90W Full Synthetic Gear Oil	N/A	N/A	$179.31	$2,056.31
CAT TO-4 30WT or equivalent	N/A	N/A	$71.77	$679.46
CAT TO-4 50WT or equivalent	N/A	N/A	$74.62	$710.77
Tractor Hydraulic Oil 46WT	N/A	N/A	$52.08	$462.85
LLC Extended Life Antifreeze (Pink)	N/A	N/A	$50.77	$448.46

NON-METERED PRODUCTS	PRICE PER QUART	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
Multipurpose #1 Chassis Lube	N/A	N/A	N/A	N/A
Multipurpose #2 Chassis Lube	N/A	$3.15/lb (Tubes)	$112.00	$1,150.77
Extreme Pressure 3% Moly #1 Chassis Lube	N/A	N/A	N/A	$1,335.39
Extreme Pressure 3% Moly #2 Chassis Lube	N/A	$3.93/lb (Tubes)	$129.50	$1,335.39

Sales Tax, State of: ARIZONA & City of: PHOENIX
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- ☐ Out-of-State vendor with a presence in Arizona
- ☐ Out-of-Sate vendor without a presence in Arizona

Contractor agrees to provide service to all locations listed in proposal.

SENERGY PETROLEUM JAMES C. RASKIE
Company Name Company Representative

If payment is made within _____ days after receipt of goods or services, the above quoted price can be discounted by _____%. NO PROMPT PAY DISCOUNT

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Contractor Name: WESTERN REFINING Number: 602-478-6581

Copper Region: Globe Shop 1001 Besich Blvd., Globe				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	N/A	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 52,600 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	N/A	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 25,750 gallons

Copper Region: Courthouse 1400 E. Ash Street, Globe				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	N/A	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 37,420 gallons

Copper Region: Tonto Basin – Maintenance Yard 127 S. Old Hwy 188, Tonto Basin				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	N/A	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 16,940 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	N/A	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 10,350 gallons

ATTACHMENT "C"

PRICE SHEET
Gila County 1400 East Ash Street Globe, Arizona 85501 **SOLICITATION NO. 041414**

Timber Region: Payson Maintenance Yard 5324 E. Hwy 260, Payson				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	N/A	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 53,120 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	N/A	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 41,900 gallons

Timber Region: Young Maintenance Yard Hwy 288, Milepost 305, Young				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	N/A	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 5,800 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	N/A	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 7,000 gallons

***No** Taxes are to be included in the price.*
Prices shall include all costs required to deliver and unload fuel at the requested location.

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Contractor Name: WESTERN REFINING Number: 602-478-6581

LUBRICANTS

METERED PRODUCTS	PRICE PER QUART	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
15W – 40W WT ~~CL-4~~ CJ-4	NA	NA	53.30	530.75
5W – 20W S/N Full Synthetic Engine Oil	3.602	NA	NA	1125.96
5W – 30W S/N Full Synthetic Engine Oil	3.602	NA	NA	1125.96
90W API GL-5 Gear Oil	4.743	NA	89.72	775.20
75W – 90W Full Synthetic Gear Oil	7.702	29.51	155.83	1438.80
CAT TO-4 30WT or equivalent	NA	NA	74.58	764.94
CAT TO-4 50WT or equivalent	NA	NA	74.52	764.28
Tractor Hydraulic Oil 46WT	NA	NA	48.05	473.00
LLC Extended Life Antifreeze ~~(Pink)~~ RED	NA	10.60	NA	530.75
HVY DUTY ANTIFREEZE - PINK	NA	6.93	NA	350.63

NON-METERED PRODUCTS	PRICE PER CASE ~~QUART~~	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
Multipurpose #1 Chassis Lube	26.41	NA	99.57	1065.33
Multipurpose #2 Chassis Lube	20.85	NA	99.94	885.76
Extreme Pressure 3% Moly #1 Chassis Lube	NA	NA	NA	1183.36
Extreme Pressure 3% Moly #2 Chassis Lube	32.29	NA	121.60	1212.16

Sales Tax, State of: ARIZONA & City of: TEMPE
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- ☐ Out-of-State vendor with a presence in Arizona
- ☐ Out-of-Sate vendor without a presence in Arizona

Contractor agrees to provide service to all locations listed in proposal.

WESTERN REFINING WHOLESALE
Company Name

Company Representative

If payment is made within N/A days after receipt of goods or services, the above quoted price can be discounted by N/A %.

ADDENDUM NO. 1

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

May 19, 2014

Invitation for Bids No. 041414
Bulk Fuel and Lubricants

The following clarifications, changes, additions, and/or deletions shall be made to the Bid Documents for Invitation for Bids No. 041414 – Bulk Fuel and Lubricants.

This Addendum includes one (1) page.

The Contractor is to acknowledge receipt of this Addendum No. 1 on Attachment "I", Checklist and Addenda Acknowledgement of the Bid Documents prior to submitting its Proposal.

Questions/Answers

1. Have any addendums been released for this bid?
   No – this is Addendum No. 1

2. When is the anticipated award date?
   Award is usually made within six weeks of bid due date.

3. When is the first Board meeting after the bid opening date?
   June 24, 2014.

4. Have you ever terminated a contract for convenience?
   No.

5. Will you split the award to different vendors? For example, award one vendor the fuel and a different vendor the lubricants?
   No

The following statement shall be incorporated into the Bid Documents:
Lubricants will be delivered to the Globe and Star Valley yards only.

This concludes Addendum No. 1

ADDENDUM NO. 2

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

May 23, 2014

Invitation for Bids No. 041414
Bulk Fuel and Lubricants

The following clarifications, changes, additions, and/or deletions shall be made to the Bid Documents for Invitation for Bids No. 041414 – Bulk Fuel and Lubricants.

This Addendum includes one (1) page.

The Contractor is to acknowledge receipt of this Addendum No. 2 on Attachment "I", Checklist and Addenda Acknowledgement of the Bid Documents prior to submitting its Proposal.

Questions/Answers

1. In Item No. 10 – Price Proposal there seems to be a conflict. The first paragraph references the price percentage to be added or subtracted from the "weekly average rack price", yet the fourth paragraph in the same item states prices to be based on the "Unbranded Average Rack" price? Please clarify.
   Strike out the word in paragraph four that reads "Unbranded".
   All prices offered for fuel shall be based on the Oil Price Information Service (O.P.I.S.) Phoenix ~~Unbranded~~ Average Rack price.

   Replace paragraph four with the following:
   All prices offered for fuel shall be based on the Oil Price Information Service (O.P.I.S.) Phoenix Average Rack price.

This concludes Addendum No. 2

GILA COUNTY

NOTICE OF

INVITATION FOR BID

SOLICITATION NUMBER

041414

BULK FUEL AND LUBRICANTS

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GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID

1400 East Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
041414

BID DUE DATE: June 11, 2014 **TIME:** 10:00 AM

DESCRIPTION: BULK FUEL & LUBRICANTS

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Procurement – Guerrero Building
Opening: Conference Room
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation For Bid for the materials or 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.

Additional instructions for preparing a bid are provided in Section 4, page 17, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: May 28 and June 4, 2014

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: 12 months with 2 one year renewal options
Phone Number: 928-402-8612

Signed: _____ Date: 5/13/2014
Michael A. Pastor, Chairman, Board of Supervisors

Signed: _____ Date: 5/13/2014
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

SECTION 1
SPECIFICATIONS

1. **Purpose**

It is the intent of this Invitation for Bid to establish a contract with a qualified contractor to purchase and deliver Bulk Fuel and Lubricants for Gila County.

2. **Contractor Responsibilities**

Contractor shall be required, upon delivery, to pump all fuels from containers into the County's storage tanks. It is the responsibility of the Contractor to supply pumps, hoses, etc. to appropriately pump the fuels to the storage tanks.

Contractor shall send copies of all delivery tickets as outlined in Item 5 of this section, to the individual identified on the County's purchase order via email or fax within two (2) business days of delivery.

Contractor shall ensure delivery of correct quantities ordered. Any delivery in excess of actual quantities ordered shall be refused.

Contractor shall be responsible for any damage to equipment resulting from the delivery of fuel and from fuel product.

Contractor shall be responsible for all spillage, which may occur during transit, loading or unloading operations. Definition of a spill is any amount of fuel that can puddle on the ground; also the spill bucket or spill box must be free of debris and fuel at completion of the delivery.

Contractor shall immediately report any spillage or damage to the County. Clean up of spillage and/or repairs to the damaged equipment shall be performed in accordance with EPA and State of Arizona guidelines. Contractor must contact Terry Solberg at 928-812-0436 or John Root at 928-402-8524 when spillage occurs.

Fuel delivery trucks shall at all times comply with current State of Arizona and Federal regulations pertaining to fuel vapor control.

3. **County Responsibilities**

The County will ensure access to the fuel locations during normal business hours of 7:00 A.M., MST through 4:00 P.M., MST, Monday through Friday.

The County will make an effort to ensure proper staff is on site when fuel is delivered in order to sign and date fuel delivery tickets. If fuel can not be delivered during normal business hours, stated above, please contact the Fuel Coordinator at 928-812-0436.

The State of Arizona Department of Environmental Quality (ADEQ) reserves the right to test fuels for compliance. Contractor's failure to meet fuel compliance may be cause for contract cancellation.

4. Product Specifications

Gasoline & Oxygenated Fuels

All gasoline shall conform to the American Society for Testing and Materials (ASTM) Standard Specification #D4814-01a for the State of Arizona and any ASTM revision thereafter, subject to the rules, regulations and Clean Air Act waivers of the U.S. Environmental Protection Agency (EPA), and Arizona State Statutes which require the use of reformulated oxygenated gasoline and specify maximum vapor pressures for certain areas.

All regular grade unleaded gasoline fuel shall have a minimum octane (RON plus MON/2) of 87. The State of Arizona Department of Environmental Quality (ADEQ) reserves the right to test fuels for compliance.

All oxygenated or blended fuels shall conform to the ASTM D4814 Standard Specifications for the State of Arizona and meet any EPA waivers for oxygenated or blended fuels.

All fuels shall be blended for climatic conditions and local requirements at each delivery site and have a maximum shelf life of one (1) year.

All gasoline fuel shall be guaranteed against any damage to equipment resulting from the proper use of the product.

Diesel Fuel

All diesel fuel shall conform to ASTM D975-02 Standard Specifications for No. 2 diesel fuel for the State of Arizona and any ASTM revisions thereafter, and EPA's Ultra Low Sulfur Diesel (ULSD) fuel standards.

All fuels shall be blended for climatic conditions and local requirements at each delivery site including winter/summer blends.

All fuels shall have a maximum shelf life of one (1) year.

All diesel fuel shall be guaranteed against any damage to equipment resulting from the improper use of the product.

Supplier(s) who agree to provide fuel to designated areas shall be considered for award. All fuel products, as specified, are to be delivered to all Gila County tank locations within a forty-eight (48) hour period from date/time of order.

Tank Location and Fuel Usage

Tank locations and sizes are subject to change without notice. Other designated or alternate delivery sites may be necessary in the event of an emergency or major disaster; supplier may make an unscheduled delivery. All tanks are AST (Aboveground Tanks)

Fuel Tank Location	Unleaded Tank (gallons)	Diesel Tank (gallons)	Usage for 2013-2014 Thru March 24, 2014 Unleaded	Usage for 2013-2014 Thru March 24, 2014 Diesel	Estimated Usage for 2014-2015 Unleaded	Estimated Usage for 2014-2015 Diesel
Globe Shop 1001 Besich Blvd. Globe, Arizona 85501	10,000	10,000	39,451	19,314	52,600	25,750
Payson Maint. Yard 5324 East Highway 260 Payson, Arizona 85541	4,000	6,000	39,839	31,406	53,120	41,900
Tonto Basin Maint. Yard 127 South Old Highway 188 Tonto Basin, Arizona 85553	3,000	3,000	12,703	7,758	16,940	10,350
Young Maint. Yard Highway 288 Milepost 305 Young, Arizona 85554	2,000	4,000	4,357	5,243	5,800	7,000
Courthouse 1400 E. Ash St., Globe, Arizona 85501	5,000	---	28,062	N/A	37,420	N/A

Lubricants

All products shall be approved for year round use under all load conditions common to normal fleet operations. All products shall meet or exceed the equipment manufacturer's specification, American Petroleum Institute (API) Service Requirements (latest revision) and shall meet all requirements for manufacturer's warranties as outlined by the manufacturer.

Lubricant specifications packaged as non-bulk, i.e., fifty-five (55) gallon drums will be included but not limited for delivery to Gila County and shall be:

Metered Products:

- 15WT – 40WT CL-4
- 5WT – 20WT S/N Full Synthetic Engine Oil
- 5WT – 30WT S/N Full Synthetic Engine Oil
- 90WT API GL-5 Gear Oil
- 75WT – 90W Full Synthetic Gear Oil
- CAT TO-4 30WT or equivalent
- CAT TO-4 50WT or equivalent
- Tractor Hydraulic Oil 46WT
- LLC Extended Life Antifreeze (Pink)

Non-Metered Products:

- Multipurpose #1 Chassis Lube
- Multipurpose #2 Chassis Lube
- Extreme Pressure 3% Moly #1 Chassis Lube
- Extreme Pressure 3% Moly #2 Chassis Lube

5. **Bulk Fuel Delivery Ticket**

A delivery ticket which delineates the Contractor's name, address, type of fuel, grade of fuel, and float gauge reading prior to unloading and following unloading, shall be provided at the time of each delivery and left at each fuel site. A copy of the same delivery ticket shall be submitted per instructions on page 11, Item 5, invoicing.

6. **Equipment**

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

Fuel delivery trucks shall at all times comply with current State of Arizona and Federal regulations pertaining to fuel vapor control.

SECTION 2
GENERAL TERMS AND CONDITIONS

Award Contract

1. The Gila County Board of Supervisors reserves the right to waive any immaterial defects or informalities, or reject any or all offers or portions thereof, or reissue an invitation for bid, whichever is deemed to be in the best interest and most advantageous to Gila County.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.

5. Those Offeror(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful offeror(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 bidders who have submitted a bid have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include:

A. The name, address and telephone number of the protester.
B. The 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. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.
F. All Protest shall be sent to the attention of the Gila County Clerk of the Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

OFFERORS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids 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 Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the Invitation for Bid (IFB) issued by the County and the offer submitted by the Contractor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

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

Contract Default

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

1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

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

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 Contractor.

Cancellation of County Contracts

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

Termination of Contract

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

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

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

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

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors, to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Warranties

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

Arbitration

The parties to this contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to award of a Contract. A Contract is not created until the Offer is accepted in writing by the Board of Supervisors on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.

SECTION 3
SPECIAL TERMS AND CONDITIONS

1. **Term of Contract**
The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein.

2. **Contract Extension**
The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

3. **Changes**
The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.

4. **Bid Evaluation**
In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.

5. **Invoicing**
Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document. Additionally, invoices may be emailed to: accountspayable@gilacountyaz.gov .

Each separate invoice shall include at a minimum.
- Description of items and listing of quantities
- Contractor Name and Address
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

All invoices must clearly outline: type of fuel, rack price, contracted price, (plus or minus rack), and applicable taxes.

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

6. **Prompt Payment Discount**
Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purpose of evaluating that price. Refer to, Price Sheet, Attachment "C".

7. **Definitions**
- O.P.I.S.: A nationwide petroleum information system which monitors and reports fuel prices per gallon, and fluctuations thereto, at each terminal location, on a daily basis.
- O.P.I.S. Price: A fuel price per gallon as reported by O.P.I.S., DTN Energy or equivalent, for a specific terminal location, for a specific day.
- Rack Price: Same as O.P.I.S. Price, i.e., the price of fuel per gallon at a specific terminal location for a specific day.
- Terminal Location: The product distribution site where fuel is made available to the vendor for storage or resale purposes.

8. **Quantities**
Contractors specifically understand and agree that the quantities used for bidding purpose are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

9. **Price Reduction**
A price reduction may be offered at any time during the term of a contract and shall become effective upon notice.

10. **Price Proposal**
The contract price for gasoline and diesel fuel shall be the margin price (in cents, to a REQUIRED four decimal places) for each line item, to be added to, or subtracted from, the weekly average rack price for the type of fuel required, as published by the Oil Price Information Service (O.P.I.S.). The price published by O.P.I.S. each Monday shall be in effect for purchases through Saturday of that week. If O.P.I.S. does not publish a price for the type of fuel required in the current week, the most recent published price shall prevail.

Contract prices shall include all costs required to deliver and unload fuel into the requesting agency's AST storage tank.

All prices offered consider gallon usage and the fuel tank capacity.

All prices offered for fuel shall be based on the Oil Price Information Survey (O.P.I.S.) Phoenix Unbranded Average Rack price.

All prices offered shall indicate plus or minus (+ or -) O.P.I.S.

All prices offered shall be four decimal places from the published price by the respective O.P.I.S.

All applicable taxes shall be billed as a separate line item on the invoice **(provide the name of the applicable tax).**

All O.P.I.S. reports shall be faxed or electronically sent to the Fuel Coordinator.

In the event a respective O.P.I.S. report is not available for any reason, the pricing from the last previous report will prevail.

If fuel is delivered on a Sunday, pricing shall be referenced from the Saturday's O.P.I.S. report.

No taxes are to be included in the contract prices. Applicable taxes are to be billed as a separate item on invoices.

- REGIONS: Supplier must service all locations listed in the proposal.
  - Copper Region: Globe, Tonto Basin, Roosevelt
  - Timber Region: Payson, Young

Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in Item No. 10. Negative margins are indicated with less than, more than symbols, or a minus dash. Supplier 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 Supplier's or Gila County's discovery of any such price reduction.

11. Price Adjustment

The County may review a fully documented request for a price increase only after the contract has been in effect for twelve (12) months. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit price. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The County will determine whether the requested price increase or an alternate option, is in the best interest of the County.

12. Safety Standards

All items and services supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards, and the Department of Environmental Quality.

13. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Fuel Management personnel may re-order fuels and lubricants as they become necessary to maintain optimum inventory levels based on the required needs for each site within the County.

14. **Delivery**

Prices shall be F.O.B. destination to the delivery location designated herein. Supplier shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier.

The Board of Supervisors may designate other or alternate delivery sites at any time during the contract. These needs may be based on, but not limited to, seasonal, emergency, historical data.

15. **Warranty**

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

16. **Multiple Award**

The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

17. **Vendor Registration**

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "E" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

18. **Contract Administration**

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Jeannie Sgroi, (928) 402-8612, for Product Specifications contact, Brent Cline, (928) 402-8526.

19. **Indemnification**

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

20. Insurance Requirements

The Contractor shall furnish Certificate(s) of Insurance to the County within three (3) calendar days of notification of award and prior to all contract extensions.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Each Occurrence $1,000,000

The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to the **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ,** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

21. **Licenses, Permits, Certifications, Fees**
Contractor shall at their own expense, possess or obtain, and retain in force without any violations, complaints, or suspension during the term of the contract, all licenses, permits, certifications, or fees, which are required by law. They shall comply with all federal, state, local and tribal laws, statutes, ordinances, rules, and regulations and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals in any manner affecting the performance of the contracted services herein.

SECTION 4
INSTRUCTIONS TO SUBMITTERS

IMPORTANT: SECTION 4, INSTRUCTIONS TO SUBMITTERS AND SECTION 2, GENERAL TERMS AND CONDITIONS - AWARD CONTRACT, 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 SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

A. Sealed Bids will be received by the County Purchasing Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers 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 Bid each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of an Offer will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractors must complete the Attached Forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award pages, at time and place of opening, shall be grounds for automatic disqualification of contractor from further consideration.

D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Bid shall be listed on the offer.

F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "I".

Failure to indicate receipt of addenda in one of the above manners may result in a Bid being rejected as non-responsive.

Inquires

A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. Bid results ARE NOT provided in response to telephone inquiries. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Offer Acceptance Period

An Offeror submitting an Offer under this solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the solicitation. If the solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a best and final offer is requested pursuant to a request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the best and final offer due date.

Late Offers

Globe is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be rejected and returned to the bidder regardless of reason for being late. Any Bid received later than the date and time specified on notice for Sealed Bid shall not be considered.

Contract

Submittal Bid Format

It is requested that One (1) Original and Two (2) Copy (3 TOTAL), Original Signatures on all copies, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of offers, 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 Contract Award Form, contractor certifies:
   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers, at the place and prior to the time designated for receipts of offers.

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

REQUIRED ATTACHMENTS:

Offer and Contract Award

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification

Complete and submit all information requested on Attachment "B".

Price Sheet

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References

Complete and submit all information requested on Attachment "D".

I.R.S. W-9

Complete and submit all information requested on Attachment "E".

In order to receive payment vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit

Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting

Complete and submit all information requested on Attachment "G".

Legal Arizona Workers Act Compliance
Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment
Complete and submit all information requested on Attachment "I".

All addendum(s) received concerning the solicitation must be acknowledged on this form.

Bid Submission
Offers shall be submitted in a sealed envelope, a *minimum of* ***Three (3) copies, all with original signatures*** shall be provided by the Contractor.

The words "INVITATION FOR BID" with Bid Title "BULK FUEL & LUBRICANTS", Bid No., "041414", Date "JUNE 11, 2014", and Time "10:00 AM" of Bid opening shall be written on the envelope.

The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"

OFFER AND CONTRACT AWARD

Gila County
1400 E. Ash Street
Globe, Arizona 85501
(928) 425-3231

Board of Supervisors

Tommie C. Martin, District I
Michael A. Pastor, District II
John D. Marcanti, District III

SOLICITATION NO. 041414

OFFER

TO GILA COUNTY:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number
No.: 07-455011-Y

Federal Employer Identification
No.: 33-0488996

Southern Counties Oil Co., a California Limited Partnership
d.b.a. Canyon State Oil
Offeror's (Company) Name

2640 N. 31st Avenue
Address

Phoenix AZ 85009
City State Zip

602-269-7981 602-369-5185 (24 hr Cell)
Phone

602-269-2685
Facsimile

For clarification of this offer, contact:

Stanley W. Watkins
Printed Name

swatkins@canyonstateoil.com
Email Address

P.O. Box 18988 / Payments: P.O. Box 18490
Company Email Address

Signature of Person Authorized to Sign Offer

Stanley W. Watkins June 10, 2014
Printed Name Date

Industrial Account Sales & Tech Support
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR COUNTY USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the County.

This contract shall henceforth be referred to as Contract No. 041414

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

GILA COUNTY BOARD OF SUPERVISORS: Date: 6-24-14

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Purpose

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

Bulk Fuel & Lubricant

The Contractor submitting this Bid warrants the following:

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

   Canyon State Oil
   2640 M. 31st Avenue, Phoenix, AZ 85009
   602-269-7981

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes ___X___No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes ___X___No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration (under your firm's present or any previous name)? _____Yes ___X___No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. **Contractor Experience Modifier (e-mod) Rating in Arizona:** _____
   (If Applicable)

   A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

6. **Current Arizona Contractor License Number:** N/A
   (If Applicable)

Signature of Authorized Representative

Stanley W. Watkins
Printed Name

Industrial Account Sales & Tech Support
Title

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Contractor Name: Canyon State Oil Number: N/A

Copper Region: Globe Shop 1001 Besich Blvd., Globe				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0235	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 52,600 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.0535	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 25,750 gallons

Copper Region: Courthouse 1400 E. Ash Street, Globe				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0563	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 37,420 gallons

Copper Region: Tonto Basin – Maintenance Yard 127 S. Old Hwy 188, Tonto Basin				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0642	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 16,940 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.0942	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 10,350 gallons

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Timber Region: Payson Maintenance Yard 5324 E. Hwy 260, Payson				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0235	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 53,120 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.0535	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 41,900 gallons

Timber Region: Young Maintenance Yard Hwy 288, Milepost 305, Young				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.1440	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 5,800 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.1740	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 7,000 gallons

***No** Taxes are to be included in the price.*
Prices shall include all costs required to deliver and unload fuel at the requested location.

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Contractor Name: Canyon State Oil Number: N/A

LUBRICANTS

METERED PRODUCTS	PRICE PER QUART	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
15W – 40W WT CL-4 (CJ-4)	$4.28	$17.06	$51.15	$505.45
5W – 20W S/N Full Synthetic Engine Oil	$5.46	N/A	N/A	$407.55
5W – 30W S/N Full Synthetic Engine Oil	$5.46	N/A	N/A	$407.55
90W API GL-5 Gear Oil	$4.88	N/A	$70.80	$766.81
75W – 90W Full Synthetic Gear Oil	$11.53	N/A	$201.90	$2,082.30
CAT TO-4 30WT or equivalent	N/A	N/A	$75.55	$667.15
CAT TO-4 50WT or equivalent	N/A	N/A	$75.55	$667.15
Tractor Hydraulic Oil 46WT	N/A	$17.25	$69.65	$697.40
LLC Extended Life Antifreeze (Pink) (ELC - 50/50)	N/A	$9.23	N/A	$473.57

NON-METERED PRODUCTS	PRICE PER TUBE ~~QUART~~	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
Multipurpose #1 Chassis Lube	$2.98	N/A	$122.00	$1,196.00
Multipurpose #2 Chassis Lube	$3.00	N/A	$122.00	$1,040.00
Extreme Pressure 3% Moly #1 Chassis Lube	$3.48	N/A	$155.60	$1,316.00
Extreme Pressure 3% Moly #2 Chassis Lube	$3.75	N/A	$155.60	$1,316.00

Sales Tax, State of: Arizona & City of: Phoenix
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

☐ Out-of-State vendor with a presence in Arizona
☐ Out-of-Sate vendor without a presence in Arizona

Contractor agrees to provide service to all locations listed in proposal.

Canyon State Oil
Company Name

Company Representative

If payment is made within 30 days after receipt of goods or services, the above quoted price can be discounted by 0.0 %.

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

Please list a minimum of three (3) organizations for which your company has provided services of similar size and scope within the past 12 months.

1. **Company:** GENESEE & WYOMING, INC.
   Contact: Gary Hernandez ghernandez@gwrr.com
   Phone: 928-812-2524
   Address: SR 188 & Bixby Road, Claypool, AZ 85532

2. **Company:** RUMMEL CONSTRUCTION INC.
   Contact: Jessica Alvillar jalvillar@rummelconstruction.com
   Phone: 602-695-9905
   Address: 7520 E. Adobe Dr., Scottsdale, AZ 85255

3. **Company:** SOUTHWEST ROCK PRODUCTS, LLC
   Contact: Jim Gowan jgowan@southwestrockproducts.com
   Phone: 602-541-6965
   Address: 85 W. Combs Road #101-444, San Tan Valley, AZ 85140

Canyon State Oil
Company Name

Signature of Authorized Representative

Industrial Account Sales & Tech Support
Title

ATTACHMENT "E"

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Southern Counties Oil Co., A California Limited Partnership

Business name/disregarded entity name, if different from above
Canyon State Oil, a Division of Southern Counties Oil Co., LP

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☑ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. Box 18490

Requester's name and address (optional)

City, state, and ZIP code
Phoenix, AZ 85005

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
3 3 - 0 4 8 8 9 9 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ 1/29/2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ATTACHMENT "F"

NON-COLLUSION AFFIDAVIT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
)ss
COUNTY OF:)

Stanley W. Watkins
(Affiant)

the Industrial Account Sales & Technical Support
(Title)

of Southern Counties Oil Co., a California Limited Partnership; d.b.a. Canyon State Oil and
(Contractor)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not a sham or collusive, not made in the interest or behalf of any person not herein named, and that the Bidder, has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

(Signature)

Industrial Account Sales & Technical Support
(Title)

Subscribed and sworn before me this
10 Day of June, 20 14

Signature of Notary Public in and for

the County of Maricopa

State of Arizona

SANDY MUÑOZ
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
April 1, 2018

ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

At the time of submission of bids for Invitation for Bid No. 041414 Bulk Fuel & Lubricants, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and ROC number.

☐ It is my intention to subcontract a portion of the work.

☒ It is not my intention to subcontract a portion of the work.

Canyon State Oil
Name of Firm

By: (Signature)

Industrial Account Sales & Tech Support
Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

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

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

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

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

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

Signature of Authorized Representative

Stanley W. Watkins
Printed Name

Industrial Account Sales & Tech Support
Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

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

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
Offer & Contract Award (Attachment A)	✓
Qualification & Certification Form (Attachment B)	✓
Price Sheet (Attachment C)	✓
References (Attachment D)	✓
IRS W-9 Form (Attachment E)	✓
Non-Collusion Affidavit (Attachment F)	✓
Intentions Concerning Subcontractors (Attachment G)	✓
Legal Arizona Works Act Compliance (Attachment H)	✓
Checklist and Addenda Acknowledgment (Attachment I)	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	[signature]	[signature]			
Date	5/19/2014	5/23/2014			

Signed and dated this 10th day of June, 2014

Canyon State Oil
CONTRACTOR:

[signature]
BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: **Offeror Name, Bid No. 041414 Bulk Fuel & Lubricants, Date 6-11-14, 10:00 A.M. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ, on or before June 11, 2014, 10:00 A.M.**

ADDENDUM NO. 1

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

May 19, 2014

Invitation for Bids No. 041414
Bulk Fuel and Lubricants

The following clarifications, changes, additions, and/or deletions shall be made to the Bid Documents for Invitation for Bids No. 041414 – Bulk Fuel and Lubricants.

This Addendum includes one (1) page.

The Contractor is to acknowledge receipt of this Addendum No. 1 on Attachment "I", Checklist and Addenda Acknowledgement of the Bid Documents prior to submitting its Proposal.

Questions/Answers

1. Have any addendums been released for this bid?
   No – this is Addendum No. 1

2. When is the anticipated award date?
   Award is usually made within six weeks of bid due date.

3. When is the first Board meeting after the bid opening date?
   June 24, 2014.

4. Have you ever terminated a contract for convenience?
   No.

5. Will you split the award to different vendors? For example, award one vendor the fuel and a different vendor the lubricants?
   No

The following statement shall be incorporated into the Bid Documents:
Lubricants will be delivered to the Globe and Star Valley yards only.

This concludes Addendum No. 1

ADDENDUM NO. 2

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

May 23, 2014

Invitation for Bids No. 041414
Bulk Fuel and Lubricants

The following clarifications, changes, additions, and/or deletions shall be made to the Bid Documents for Invitation for Bids No. 041414 – Bulk Fuel and Lubricants.

This Addendum includes one (1) page.

The Contractor is to acknowledge receipt of this Addendum No. 2 on Attachment "I", Checklist and Addenda Acknowledgement of the Bid Documents prior to submitting its Proposal.

Questions/Answers

1. In Item No. 10 – Price Proposal there seems to be a conflict. The first paragraph references the price percentage to be added or subtracted from the "weekly average rack price", yet the fourth paragraph in the same item states prices to be based on the "Unbranded Average Rack" price? Please clarify.
   Strike out the word in paragraph four that reads "Unbranded".
   All prices offered for fuel shall be based on the Oil Price Information Service (O.P.I.S.) Phoenix ~~Unbranded~~ Average Rack price.

   Replace paragraph four with the following:
   All prices offered for fuel shall be based on the Oil Price Information Service (O.P.I.S.) Phoenix Average Rack price.

This concludes Addendum No. 2

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-2658 **Regular Agenda Item** **4. G.**

Special Meeting

Meeting Date:	07/15/2014		
Submitted For:	Jeffrey Hessenius		
Submitted By:	Jeannie Sgroi, Contracts Administrator, Finance Division		
Department:	Finance Division		
Fiscal Year:	FY 2014-2015	Budgeted?:	Yes
Contract Dates Begin & End:	180 Calendar Days from Notice to Proceed	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Contract Award for Invitation for Bid No.012114 for the 2nd Floor Renovation for the School Superintendent's and Assessor's Offices.

Background Information

In order to implement some of the recommended modifications in the 2013 amended Long Range Facilities Management Plan, and to help mitigate some of the space constraints of the County, the Community Development staff architect along with help from the Facilities Manager, drafted plans and a scope of work for the Invitation for Bid (IFB) to renovate the 2nd floor of the Globe Courthouse to move the School Superintendent's Office to the second floor in order to provide space on the first floor for the County Attorney's Office and Child Support Division.

At the May 6, 2014 Board of Supervisors meeting, the Board authorized the advertisement of IFB No. 012114 for the 2nd floor renovations for the School Superintendent's and Assessor's Offices. The IFB was posted in the Arizona Silver Belt newspaper on May 14, 2014, and May 21, 2014.

Evaluation

In 2007, Gila County began the process of developing a Long Range Facilities Management Plan to accommodate County needs and growth. At the August 6, 2013 Board of Supervisors meeting, the Board authorized staff to explore various alternatives for acquiring additional office space. On October 23, 2013, Gila County contracted with L. Brevick Enterprises, Inc. to bring current the 2007 Long Range Facilities Plan and amend the existing Facilities Management Plan which would facilitate the exploration of space alternatives for the County. L. Brevick Enterprises prepared the 2007 Facilities Management Plan and was considered by staff to be the best consultant available to amend the plan and provide a new report.

One of the modifications suggested in the Long Range Facilities Management Plan was to renovate the second floor of the Globe Courthouse in order to eliminate the Michaelson Building in downtown Globe from the County inventory. The County Attorney utilizes that building for many of their attorneys. By implementing this part of the plan, the Counties attorneys will be consolidated into one building, this will eliminate travel time between the Michaelson building and the Courthouse, and reduce utilities and maintenance costs that were incurred by providing offices for the attorneys in multiple facilities.

Conclusion

Bids were received from six contractors. Bid responses were evaluated in accordance with A.R.S. §41-2533, Competitive Sealed Bidding; awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid.

The proposals were reviewed and evaluated both by conformity to submittal requirements and technical requirements. There were three minor omissions in the lowest responsible and responsive bid. The bidder failed to sign the bid proposal (Page GP-56) on the proper signature line and failed to sign the bid bond (Page GP-57) and contract (Page GP-69). The bidder has since corrected those omissions and the documents are attached to this agenda item within his bid. None of these omissions materially affected lowest responsible and responsive bid.

Upon review by Bryan Chambers of the County Attorney's Office, Mr. Chambers felt that the Board of Supervisors could accept the bid contingent upon the contractor fixing the three omissions noted above. Mr. Chambers also stated that the Board of Supervisors may decide to award this contract or reject all bids and rebid the project with alterations to try to get the price down.

Recommendation

After extensive review of submitted proposals, staff recommends that the Board of Supervisors approve the award of Invitation for Bid No. 012114 for the 2nd floor renovation for the School Superintendent's and Assessor's Offices to Kroll Contractors Inc. for a contract amount of $375,276, with the following three corrections having been made to the bid submitted by Kroll Contractors, Inc. on June 18, 2014:

Kroll Contractors, Inc. erroneously signed the Bid Proposal (Page GP-56) in the wrong place and has since corrected the mistake;
Kroll Contractors, Inc. failed to sign their Bid Bond (Page GP-57) and has since corrected the mistake; and
Kroll Contractors, Inc. failed to sign the Construction Contract (Page GP-69) and has since corrected the mistake.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 012114 for the 2nd floor renovation for the School Superintendent's and Assessor's Offices; award to the lowest, most responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder.
(Jeff Hessenius and Steve Stratton)

Attachments

Contract No. 012114-2nd Floor Renovation for the Schools and Assessors Offices

Bid Results

Addendum 3 Courthouse 2nd Floor Renovation

Addendum 2 Courthouse 2nd Floor Renovation

Addendum 1 Courthouse 2nd Floor Renovation

Legal Explanation

GILA COUNTY

GENERAL PROVISIONS

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GLOBE COURTHOUSE
2ND FLR RENOVATION
SCHOOLS AND ASSESSOR

INVITATION FOR BID NO. 012114

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PAY APPLICATION (AIA DOC G702)

SECTION 01
NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents or specifications.

   All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents.

   No forms shall be detached from the bid packet. The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.

   The following forms **MUST** accompany the bidder's proposal:

   - Bid Proposal (BP1-3)
   - Surety Bid Bond (BB1)
   - Qualification & Certification Form(QC1-2)
   - Contractor Reference List (RL-1)
   - Affidavit of Non-Collusion (ANC-1)
   - Subcontractor List (SL1-2)
   - Subcontractor Certification (SC-1)
   - Contract Performance Warranty (CPW-1)

   Failure to include all required documents may invalidate the bid.
   Prices shall include all applicable taxes.

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

3. **Delivery of Proposal** - Each bid shall be sealed and plainly marked:

"Bid No. 012114 GILA COUNTY COURTHOUSE, 2ND FLR RENOVATION, SCHOOLS AND ASSESSOR", on the outer most envelope or label.

If courier is used, bidder shall instruct the courier to deliver the package by 3:00 P.M. on the date specified herein, to the Gila County Purchasing Dept., in the Guerrero Building at 1400 East Ash, Globe, Arizona 85501.

No bids will be accepted after 3:00 P.M. M.S.T., Wednesday, June 18, 2014. Time shall be the prevailing time per the atomic clock in the reception area of the Guerrero Bldg. Bids will be publicly opened and read aloud at 3:00 P.M. at the location and date listed above.

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

5. **Plans and Specifications** - Plans, specifications and all other documents required by bidders may be obtained at the address shown below.

A deposit of $20 per set, and $10 for mailing, $20 of which will be refunded upon return of the documents in good, usable order. Payment shall be by check or money order only. No cash will be accepted.

Gila County
Purchasing Department
Guerrero Building
1400 East Ash
Globe, Arizona 85501

6. **Mandatory Pre-Bid Conference** - General Contractors and major subcontractors are required to attend the Pre-bid Conference scheduled for: Wednesday, May 28, 2014 at 1:00 P.M. Bidders are to meet at the front courtyard of the Globe Courthouse and must sign-in as in attendance.

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

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

SECTION 10
DEFINITION OF TERMS

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

ADDENDA. Written or graphic instruments issued by the Owner and/or Architect/Engineer, prior to bid opening, which modify or interpret Bidding documents by addition, deletion, clarification or correction.

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

ARCHITECT. Architect shall be interchangeable with the Gila County assigned "Facility Services Project Manager" for such projects that do not include the services of an outside Consultant or Registrant.

APPROVED. Where used in conjunction with the Architect's/Engineer's and/or Owners response to SUBMITTALS, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Architect's/Engineer's responsibilities and duties as specified in the General and Supplementary Conditions. In no case will "approval" by the Architect/Engineer be interpreted as a release of the Contractor from responsibilities to fulfill the requirements of the Contract Documents.

ASTM. The American Society for Testing and Materials.

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

BASE BID. The sum stated in the Bid for which the Bidder offers to perform Work described as base including all allowances, to which Work may be added or deducted for sums stated in Alternate Bid(s), if applicable.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work described in the Bidding Documents.

BIDDING DOCUMENTS / CONTRACT DOCUMENTS. Includes all portions of the General Provisions, Addenda, Plans and Technical Specifications.

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

BUILDING INSPECTOR. Employee of Gila County Community Development, authorized and required to perform inspections of the Work at various stages, as identified on the Blue Inspection Card, for compliance with minimum Code requirements of the Building Permit. NO WORK is to be covered up prior to inspection by Building Inspector.

CALENDAR DAY. Every day shown on the calendar.

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

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

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

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

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

CONTRACTOR'S ENGINEER. The Arizona Registered Professional Engineer, individual, partnership, firm, or corporation, duly authorized by the State of Arizona, hired by the Contractor to be responsible for engineering supervision, quality control and certification of the Contract work. If not required, all references to "Contractor's Engineer" shall mean the "Contractor".

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

EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order

or supplemental agreement, but which is found by the Owner's Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

FACILITY SERVICES PROJECT MANAGER. An authorized representative of the Owner assigned to make all necessary quality assurance inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor, on behalf of the Owner for compliance with all portions of the Contract Documents.

FINAL COMPLETION. Time at which the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, including acceptance of O&M Manuals, warranties, guaranties, as-built record documents, extra stock items, and all punch list items have been corrected, accepted and completed. The Owner will approve the Final Payment due the Contractor.

FURNISH. Except as otherwise defined in greater detail, is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

INSTALL. Except as otherwise defined in greater detail, the term "install" is used to describe operations at the project site including unloading, unpacking, assembly, erection, placing anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operation, as applicable in each instance.

INSTALLER. The entity (person or firm) engaged by the Contractor or its subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in the operations they are engaged to perform.

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

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

INTERNATIONAL CODE. Shall be latest State of Arizona and/or Gila County adopted version, with amendments, at the time the contract was bid. This shall include the building, mechanical, electrical, plumbing, fuel gas and fire codes adopted by Gila County or the State of Arizona.

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

LABOR AND MATERIALS BOND. The approved form of security furnished by the Contractor and his surety as a

guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work. Also known as Payment Bond.

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

MATERIALS. Any product or substance specified for use in the construction of the contract work.

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

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

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

OWNER (SPONSOR). The term Owner shall mean the Gila County Board of Supervisors. Unless noted otherwise, and assigned Gila County Facility Services Project Manager shall act on behalf of the County for construction purposes.

OWNER'S ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative. There is no Owner's Engineer on this project. See definition of Owner. Facilities Services Project Manager shall be substituted as Owner's Engineer where ever referenced in the documents.

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

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

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

PROJECT. The agreed scope of work as identified in the Contract Documents.

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

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

PROVIDE. Except, as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for the intended use, as applicable in each instance.

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

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

SUBSTANTIAL COMPLETION. The date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so that the Owner can occupy or utilize the Work or a designated portion thereof for the use for which it is intended. All systems and equipment are fully functioning, all inspection and agency approvals have been received and only minor punch list items exist that will not disrupt the occupants. Substantial Completion does not imply acceptance.

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

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

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

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

WORK DAY, WORKING DAY. A work day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract, unless work is suspended for causes beyond the Contractor's control. Saturdays,

Sundays and holidays on which the Contractor's forces engage in regular work, after obtaining written permission from the Public Works Director, or his authorized representative, which requires the presence of an inspector, will be considered and applied as working days.

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

SECTION 20
PROPOSAL REQUIREMENTS AND CONDITIONS

20-03 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms, see Contract Forms Section. All papers bound with, or attached to, or referenced, the proposal forms are necessary parts of the proposal. The proposal submitted by the bidder **must include the entire bid packet**.

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

Bids will be accepted only from those Contractors who are licensed in the State of Arizona and qualified under the laws of the State of Arizona to perform the work specified.

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

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

20-05 ALLOWANCES. The contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts as identified. See Allowances 90-04. The Schedule of Values and Payment Application shall identify each Allowance as a separate line item.

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

such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

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

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

20-07 PREPARATION OF PROPOSAL The bidder shall submit his proposal on the forms furnished by the Owner. No forms shall be detached from the bid packet. The proposal must include the entire bid packet. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) in NUMERALS for which he proposes to do each pay item furnished in the proposal. The TOTAL AGGREGATE AMOUNT bid shall be stated in both WORDS and NUMERALS. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern. **A minimum of one (1) original and two (2) copies ALL with original signatures shall be submitted.**

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

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

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

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

construction contracts.

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

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

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

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

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

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

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

(a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

(b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

(c) If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of Section 20-04.

(d) Failure to submit all required official bid forms.

20-14 PROTESTS. Only other bidders who have submitted a bid for this project, have the right to protest. A

protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Clerk of the Board of Supervisors. A protest must be in writing and must include:

(a) Name, address and telephone number of the protester.
(b) Signature of the protester or its representative, and evidence of authority to sign.
(c) Identification of the contract and the solicitation or contract number.
(d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
(e) The form of relief requested.

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

SECTION 30
AWARD & EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS.
After the proposals are publicly opened and read, they will be compared on the basis of Lump Sum cost and qualifications. If a bidder's proposal contains a discrepancy between lump sum cost written in words and lump sum costs written in numbers, the lump sum cost written in words, unless obviously incorrect, shall govern. Bids will be accepted only from those Contractors who are licensed in the State of Arizona and qualified under the laws of the State of Arizona to perform the work specified. All work performed under the Contract by such licensed Contractors must be made to comply with all applicable laws and requirements of any governing bodies or regulatory agencies having jurisdiction over such Work.

The General Contractor shall determine that subcontractors are licensed, insured, and qualified to perform their respective work under the contract and shall determine that they are bondable, if required.

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

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

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

If a Bidder should fail to receive any addendum, or should fail to acknowledge receipt of same, the Bidder shall have the option of accepting a contract, if offered, including all addenda, at the bid price, or withdrawing the bid without penalty. The owner and/or A/E are not responsible for assuring delivery of addenda to any Bidder. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest, or re-issue of the invitation to bid.

30-02 AWARD OF CONTRACT. The award of contract, if it is to be awarded, shall be made within sixty (60)

calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

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

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

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

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

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

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

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

SECTION 40
SCOPE OF WORK

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

40-02 CHANGES TO THE WORK. The Owner has identified an Allowance to be included in the Base Bid for unforeseen expenses that may require a Change Order. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract amount, provided that the aggregate of such alterations does not exceed the amount identified for this allowance.

These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner, against the Allowance. Change order for altered work shall include extensions of contract time where, in the Owner's opinion, such extensions impact the critical path of the approved construction schedule, per Section 90-06. If the Owner and the Contractor are unable to agree on a cost for adjustment to any contract item, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

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

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled CHANGE ORDERS of Section 90-03.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of

work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called EXTRA WORK. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit or lump sum cost(s) for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Owner's opinion, is necessary for completion of such extra work.

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

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

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

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

40-6 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK.
Not applicable to this project.

40-07 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, and temporary structures. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner and furnished a copy to the Owner.

SECTION 50
CONTROL OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall

protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

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

50-06 CONSTRUCTION LAYOUT AND STAKES. The Contractor and the Contractor's Engineer will establish measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent elements. No claim for additional compensation for correction shall be submitted for payment and such shall be corrected by the Contractor at his expense.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Not applicable to this project.

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

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

No work shall be covered up until it has passed inspection. If covered, the Contractor will be required to uncover the work. The cost of uncovering, removal and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

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

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

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

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

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

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

Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

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

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment. The Contractor shall be responsible for all damage done by his hauling equipment and shall correct such damage at his own expense.

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

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

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of Section 50-12, the Owner shall

immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance conditions. The time specified will give due consideration to the emergency that exists.

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

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

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

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

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

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

50-17 GUARANTEE OF WORK (ADDITIONAL). The Contractor shall guarantee all work against any defects due to

faulty materials or workmanship for a period of two (2) years from the date of final inspection and acceptance. The Owner shall give notice of observed defects with reasonable promptness. Any omission on the part of the Owner to condemn defective work at the time of construction or final inspection shall not be deemed an acceptance. The Contractor shall be required to correct defective work or material at any time before final inspection and acceptance and within two (2) years thereafter. See Contractor Performance Warranty (CPW-1).

50-18 CONSTRUCTION SCHEDULE. The Contractor shall submit, for review and approval, to the Owner within 20 days after the Notice to Proceed has been issued, and prior to the first Payment Application. See Construction and Progress Schedules, Section 90-06.

SECTION 60
CONTROL OF MATERIALS

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

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

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be listed, labeled and certified by the appropriate testing agency before incorporation in the work. Any work in which untested materials are used without approval or written permission by the Owner shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Contractor's expense.

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

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

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

not.

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

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

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

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

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

60-04 PLANT INSPECTION. Not applicable to this project.

60-05 OWNER'S FIELD OFFICE AND LABORATORY. Not applicable to this project.

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Owner. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Owner a copy of the property owner's permission.

All storage sites on private property shall be restored to their original condition by the Contractor at his entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Owner.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall be returned to the site of the work until such time as the Owner has approved its use in the work.

60-08 OWNER-FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made

available to the Contractor at the location specified herein.

After any owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of owner-furnished materials.

SECTION 70
LEGAL RELATIONS & RESPONSIBILITY TO PUBLIC

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

Laws and Ordinances: This agreement shall be enforced under the laws of the State of Arizona and Gila County. The Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the AzDA Arizonans w/ Disabilities Act, Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor will be provided an approved Field Copy set of plans and Technical Specifications for this project. The Contractor shall maintain this set of original documents on site at all times.

The Contractor shall procure any other permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 RESTORATION OF SERVICES DISTURBED BY OTHERS. Not applicable to this project.

70-05 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as required to comply with the requirements of the State and local boards of health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under the Arizona Occupational Safety and Health Standards for Construction, adopted by the Industrial Commission of Arizona pursuant to the Authority in **A.R.S. '23-410.**

70-06 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public and pedestrians. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of pedestrian and/or vehicular traffic with respect to his own operations and those of his subcontractor and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40-05 hereinbefore specified.

70-07 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS. The Contractor shall furnish, erect and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the requirements of AzDA Arizonas with Disabilities Act and the Arizonan's with Disabilities Act and Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD Part VI), published by the United States Government Printing Office.

The Contractor shall furnish and erect all barricades, warning signs and markings for hazards prior to commencing work which required such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Owner.

70-08 PROTECTION AND RESTORATION OF PROPERTY . The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution

thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-09 RESPONSIBILITY FOR DAMAGE CLAIMS. To the fullest extend permitted by law, Contractor shall defend, indemnify and hold harmless Gila County and their respective agents, representatives, officers, directors, officials, and employees from and against any and all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the indemnitee and their respective agents, representatives, officers, directors, officials and employees shall arise in connection with any and all demands, proceedings, suits, actions, claims, workers compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorneys fees, court costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including the loss of use resulting thereon, caused by any act or omission of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for whose acts they may be liable. The amount and type of insurance coverage requirements set forth in the Contract shall in no way be construed as limiting the scope of this indemnity.

70-10 CONTRACTOR'S INSURANCE. Prior to the execution of the contract, the Contractor shall file with the Owner a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner. The certificate of insurance shall state that, with respect to the contract awarded the Contractor; the Contractor carries insurance in accordance with the requirements of this subsection and the Construction Contract.

On all policies Gila County shall be named as an additional insured.

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the Owner of any cancellation or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner.

See Construction Contract under Contract Forms Section of these General Provisions for Insurance Requirements.

70-11 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create to the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-12 OPENING SECTIONS OF THE WORK FOR OCCUPANCY. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his own estimate of the difficulties involved in arranging his work to permit

such beneficial occupancy by the Owner.

Upon completion of any portion of the work listed above, with certification of the work by the Contractor, such portion(s) shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14.

No portion of the work may be opened by the Contractor for public use until ordered by the Owner in writing. Should it become necessary to open a portion of the work to the public on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner, such portion of the work is in an acceptable condition to support the intended use. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to use which is permitted by the Owner shall be repaired by the Contractor at his expense.

The Contractor shall make his own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

70-13 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Owner's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work.

70-14 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. The Contractor shall cooperate with the owner of any public or private utility service, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his operations to prevent the unscheduled interruption of such utility services and facilities and shall notify Blue Stake in accordance with applicable State laws or regulations prior to commencing any work.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his responsibility to protect such existing features from damage or unscheduled interruption of service. It is further

understood and agreed that the Contractor shall, upon execution of the contract, notify the owners in writing of all utility services or other facilities of his plans of operations.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Owner. The Contractor's failure to give the two day's notice hereinabove provided shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Owner, and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Owner continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his operations whether or not due to negligence or accident. The contract owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his surety.

70-15 FURNISHING RIGHTS-OF-WAY. Not applicable to this project.

70-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contractor provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Owner, his authorized representatives, or any official of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-17 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-18 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, State, and local laws and

regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds and reservoirs with fuels, oils, bitumen's, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

SECTION 80
PROSECUTION & PROGRESS

80-01 SUBLETTING OF CONTRACT. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof or of his right, title or interest therein without written consent of the Owner. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization work amounting to not less than 50 percent (50%) of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall release the Contractor of his liability under the contract and bond.

"His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, with or without operators.

"Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

The contract amount upon which the 50 percent (50%) requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

Any items that have been selected as "Specialty Items" for the contract will be listed as such in the special provisions, bidding schedule, or elsewhere in the contract documents.

The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute the orders of the Owner.

Should the Contractor elect to assign his contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Owner.

80-02 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within ten (10) calendar days of the date set by the Owner in the written Notice to Proceed, but in any event, the Contractor shall notify the Owner at least two work days in advance of the time actual construction operations will begin.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his progress schedule, per Section 90-06, for the Owner's approval within twenty (20) days after the effective date of the Notice to Proceed, and prior to the first Pay Application. The Contractor's progress schedule, when approved by the Owner, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the bid proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule, per Section 90-06. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the Notice to Proceed is issued by the Owner.

80-04 CONSTRUCTION LIMITS. Construction limits shall be defined in the construction documents.

80-05 CHARACTER OF WORKERS, METHODS AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Owner, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Owner.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Owner may suspend the work by written notice until compliance with such orders.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on

any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans and specifications. When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Owner. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Owner to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Owner determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Owner may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-06 TEMPORARY SUSPENSION OF THE WORK. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to security issues and/or unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's order to suspend work to the effective date of the Owner's order to resume the work. Claims for such compensation shall be filed with the Owner within the time period stated in the Owner's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed. The Contractor shall erect temporary structures where necessary to provide for the continuous operation of existing facilities.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

(a) CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

(b) When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80-07) the sum specified in the Contract and Bid Proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

(a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (80-02)"; or
(b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
(c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work

as may be rejected as unacceptable and unsuitable; or

(d) Discontinues the prosecution of the work; or
(e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
(f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
(g) Allows any final judgment to stand against him unsatisfied for a period of ten (10) days; or
(h) Makes an assignment for the benefit of creditors; or
(i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of ten (10) calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Owner will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his responsibilities for the completed work nor shall it relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

SECTION 90
MEASUREMENT & PAYMENT

90-01 MEASUREMENT AND PAYMENT.

Payment will be measured against the Schedule of Values as approved by the Owner.

Payments on account of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the Owner by the Contractor on Contractor Payment Application, within five (5) days after the end of the period. Payment Applications shall be notarized and shall be supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the Owner. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the Owner to require fulfillment of all terms of Contract Documents.

If the Owner receives a Preliminary Lien Notice from a subcontractor or material supplier, the Contractor shall provide Lien Waivers prior to Contractor receiving payment.

Payment may be withheld in whole, or in part, to protect the Owner on account of:

- Unsatisfactory job progress as determined by the Owner.
- Defective Work or materials not remedied.
- Disputed Work or materials.
- Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
- Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.

- A reasonable doubt, as determined by the Owner, that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
- The Contractor's failure to perform any of its contractual obligations under the Contract Documents, or any other agreement with the Owner.
- Deficiencies or claims asserted by the Owner against Contractor arising from any other project.

90-02 RETAINAGE. The Owner shall pay to the Contractor 90% of the value of the Work in place and materials suitably stored at the site. The remaining 10% shall be retained by the Owner until the Contract is 50% completed at which time the retainage shall be reduced to 5% provided that (a) the Contractor is making satisfactory progress on the Contract; and (b) in the Owner's sole judgment, there is no specific cause or claim requiring a greater amount than 5% be retained. Thereafter, the Owner shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of Work in place and materials stored. The Owner's sole judgment concerning the satisfactory progress of the Work shall be final.

90-03 CHANGE ORDERS. No changes in the Work shall be undertaken by the Contractor without written direction by the Owner. Any changes made without such written direction are done so at the Contractor's own risk and hereby waives all rights or claims the Contractor may have as a result of the change. Change Orders shall be processed by the Owner and per the procedures set forth in the Contract.

The cost or credit to the Owner resulting from a change in Work shall be determined in one or more of the following ways:

A. By unit prices stated in the Contract Documents.

B. By cost, as defined below, properly itemized and supported by sufficient substantiating data to permit evaluation, plus a fee (profit) or five percent (5%) of items 1 through 5 described below. Such costs shall be itemized by crafts as defined within the schedule of values and limited to the following items directly allocable to the change in the Work:
    1) Cost of materials, including cost of delivery.
    2) Fully-burdened cost of labor, including, but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by Contractor, and worker's or workman's compensation insurance.
    3) Contractor Supervision/Overhead allowance shall not to exceed (5%) of 1 plus 2 above; the parties agree that this mark-up shall fully cover all Contractor overhead.
    4) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, Contractor must prove reasonable rental rate pursuant to actual ownership costs.
    5) Cost of Subcontracted work calculated as above.
    6) Contractor's fee on subcontractor's work not to exceed five percent (5%) of the value of

such work calculated as above, which sum shall exclude the cost attributable to bonds, insurance and taxes; the parties herby agree that this fee includes all Contractor overhead and profit on subcontractor work.

7) Sales tax at full value; insurance and bond premiums not to exceed a total of 2%.
8) If this method of cost or credit calculation is selected, in no event shall the combined total fee for overhead and profit including all levels or tiers of subcontractors exceed fifteen percent (15%) of the total cost of items 1,2 4 and 5.

C. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; provided that such lump sum shall not exceed that amount calculated under (B) above.

A fully executed Change Order shall be full and final settlement of all claims for direct, indirect, delay, disruption, inefficiency and any other consequential costs related to items covered or affected, as well as time extensions. Any such claim not presented by the Contractor for inclusion in the Change Order is irrevocably waived.

In an emergency affecting the safety of life, or of the structure, or of adjoining property, the Contractor, without special instruction or authorization from the Owner, is permitted to act at its discretion to prevent threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be determined in accordance with this section.

90-04 ALLOWANCES. The Contractor's price for the Work shall include all of the Contractor's costs associated with such allowance(s). If the actual costs to the Contractor of such allowance(s) is different from the specified sum, increases or decreases in the cost of the allowance shall be adjusted in accordance with Change Orders (90-03). Allowances for this project:

Fire Sprinkler System Modification: Not to exceed: $4,200.00, labor and materials
Provide design and modifications (labor and material costs) for the existing fire sprinkler system. Submit engineered, State Fire Marshal approved, drawings for Gila County approval, prior to doing the work.

Millwork: Not to exceed $55,000, material cost only.
Material costs only. Labor costs to be included in Base Bid millwork installation. See submittals requirements in the Technical Specifications.

Unforeseen Conditions: Not to exceed $50,000
Contingency Fund for Change Orders in regards to unforeseen conditions and changes to Scope of Work required to complete the work originally intended in an acceptable manner. See Change Orders (90-03).

The contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by Allowances shall be supplied for such amounts as identified. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Whenever costs are more than or less than Allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the Allowances specified. Contractor shall submit detailed invoicing for all Allowances that clearly identifies the actual costs as identified

under Change Orders (90-03).

90-05 SCHEDULE OF VALUES. Individual construction activities which are indicated by the Schedule of Values shall coincide with activities presented on the Contractor's Construction Schedule. The Contractor shall submit proposed Schedule of Values for review and approval by the Owner, prior to submission of their first Payment Application.

If requesting a time extension, due to additions to or deletions from the Contract authorized through Change Orders, shall be reflected in the Contractor's Construction Schedule if such changes affect the critical path of project completion.

90-06 CONSTRUCTION AND PROGRESS SCHEDULES. The Contractor shall submit, for review and approval, to the owner within 20 days after the Notice to Proceed has been issued, and prior to the first Payment Application, Contractor's Construction Schedule in computer generated format. Alternate schedule forms, such as hand-generated bar charts may be accepted at the Project Manager's discretion.

The Schedule shall illustrate the planned, logical progression of construction activities which will result in completion of the project by the Contract Completion Time and shall be reviewed and approved by the Owner prior to first Payment Application. Items of Work shall coincide with the Schedule of Values to be used in determination of progress payments.

Monthly updates of the Contactor's Construction Schedule showing actual amounts of work completed shall be provided by the Contractor with each application for Progress Payment. Contactor and Project manager will review the updated schedule for accurate reflection of work progress. If the project is behind schedule in any month, the Contractor shall provide a Narrative Report that shall indicate precisely what measure will be taken in the next thirty days to put the Work back on schedule.

In the event significant delays or lags in schedule, as determined by the Owner, are encountered, the Contractor shall provide to the Owner a revised Contractor's Construction Schedule indicating proposed rescheduling of subsequent activities to achieve project completion by the Contract Completion Time or Amended Completion Time.

No extensions shall be granted nor delay for damages paid unless the delay is clearly demonstrated by an updated Construction Schedule current as of the month the change was issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other reasonable means.

Additions to or deletions from the Contract, authorized through Change Orders, shall be reflected in the Contractor's Construction Schedule if such changes affect the critical path of project completion.

90-07 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50-15, the Owner will issue a Certificate of

Final Completion. After issuance of the Certificate of Final Completion and receipt of all other documents required by the Contract, all retained amounts shall be paid to the Contractor as part of Final Payment:

- The Final Payment shall not become due until the Contractor delivers to the Owner full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.

- If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the Owner all monies that the latter may be compelled to pay in discharging such claim including all cost, interest and attorneys' fees.

- The Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owner, prior to the release of the Final Payment.

SPECIAL PROVISIONS

PROPOSED WORK

The work consists of interior renovation of a portion of the existing Globe Courthouse 2nd Floor Area, for offices and public restrooms. Work includes non-structural renovation, demolition of existing offices, relocation of existing restrooms and construction of new interior walls and finishes, ceilings, flooring, mechanical, electrical , plumbing and fire sprinkler system modifications. See Technical Specifications and Construction Drawings for specific Scope of Work requirements.

GENERAL REQUIREMENTS

The project has been designed utilizing the International Building Code, current version as adopted and amended by Gila County. See Technical Specifications.

In the event of any conflict between the plans and Technical Specifications, the more restrictive shall apply. In the event of any conflict between these Special Provisions and the plans or Technical Specifications, these Special Provisions shall prevail.

AS-BUILTS

When the work is completed, the Contractor shall provide the OWNER with a set of as-built drawings on clean prints of the original drawings. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the mechanical, plumbing and electrical systems and which exist in the completed work. All hidden utilities, within walls ceilings or floors, to be relocated under this contract shall be referenced to semi- permanent or permanent physical objects.

The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original drawings. The Contractor will document these changes on the original drawings and forward the signed copy to the Owner. Final payment of this contract will not

be made to the Contractor until the As-Built drawings are satisfactorily produced and approved.

As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

CONSTRUCTION LIMITS

The Contractor shall be limited to the areas, as identified in the Construction Documents. These limits shall be known as the Construction Limits. Deviation outside these limits is not authorized. The Contractor shall not enter or occupy with personnel, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of his Contractor's yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of his yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials by the Owner, damaged by vandalism or theft. The Contractor will take measures necessary to secure his yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

MEETINGS

Preconstruction Conference:
A preconstruction conference shall be held. Notification of the time and date of such conference shall be made to the selected Contractor in the Letter of Intent to Award. The Contractor shall require the Superintendent, and major Subcontractors to attend.

Progress Meetings:
Progress meetings shall occur on a regular basis, once a week, according to a schedule determined at the pre-construction conference. The General Contractors superintendent and that of major subcontractors scheduled to do work over the next week shall be in attendance.

Safety Meetings:
The Contractor shall be held responsible for conducting regular safety meetings. Gila County Public Works will issue a Safety and Loss Control booklet, to be reviewed by the Contractor, prior to being on site. The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site. During the preconstruction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting. For every safety meeting the Contractor shall invite the QA/QC Safety Compliance Officer and shall give at least twenty-four (24) hour notice.

CONFLICTING UTILITY SYSTEMS

The Contractor shall be aware that within the project limits there are utility systems that may conflict with the proposed work. The Contractor is not responsible for resolving these conflicts unless otherwise noted within the plans. Such shall be the sole responsibility of each individual utility owner. However, the Contractor shall coordinate directly with each utility owner to insure that the work progresses and notify the Owner on all matters. The Contractor shall be aware of several utility systems existing within and adjacent to the project limits. The Contractor shall be responsible for any damage to the utilities within the construction area(s).

UTILITY SHUTDOWNS

The Contractor shall prearrange time with the Owner whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with the Owner in doing Work so as to cause the least annoyance and interference with the continuous operation of the Owner's business or official duties. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with the Owner to avoid any disruption of operation within the building or construction.

In no case, unless previously approved in writing by the owner, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities, whether negligently, intentionally, or accidentally, shall not relieve the Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or subcontractor, or from responsibility for repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.

TECHNICAL SPECIFICATIONS

SEE TECHNICAL SPECIFICATIONS AND CONSTRUCTION DRAWINGS

CONTRACT FORMS

Bid Submittal Checklist (CK1)

Bid Proposal (BP1-3)

Surety Bid Bond (BB1)

Qualification & Certification Form (QC1-2)

Subcontractors List (SL1-2)

Contractor Reference List (RL-1)

Affidavit of Non-Collusion (ANC1)

Subcontractor Certification (SC1)

Construction Contract (C1-5)

Contract Performance Bond (CPB-1)

Labor & Material Bond (LMB-1)

Contract Performance Warranty (CPW-1)

Pay Application (Sample AIA Doc G702)

BID SUBMITTAL CHECKLIST (CK1)

BIDDERS ARE HEREBY NOTIFIED:

The bidder must supply all the information required by the bidding documents or specifications.
All proposals shall be made on the Bid Proposal (BP1-3) form prepared by Gila County as part of the Contract Documents.

Each Bid shall be sealed in an envelope addressed to Gila County Purchasing Department and bearing the following statement on the outside of the envelope:

Sealed Bid for:

BID NO. 012114
GLOBE COURTHOUSE,
2ND FLR RENOVATION,
SCHOOLS AND ASSESSOR

The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.

The following forms must accompany the bidder's proposal:

- Bid Proposal (BP1-3)
- Surety Bid Bond (BB1)
- Qualification & Certification Form (QC1-2)
- Subcontractors List (SL1-2)
- Contractors Reference List (RL-1)
- Affidavit of Non-Collusion (ANC-1)
- Subcontractor Certification (SC-1)
- Construction Contract (C1-5)
- Contract Performance Warranty (CPW-1)

Failure to include all required documents may invalidate the bid.

BID PROPOSAL (BP1-3)

TO THE GILA COUNTY PURCHASING DEPARTMENT:

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. 1 Dated 5/30/14 Addendum No. 2 Dated 6/6/14

Addendum No. 3 Dated 6-13-14 Addendum No. _____ Dated _____

BASE BID: The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

Three hundred seventy five thousand two hundred seventy six dollars Dollars ($ 375,276.00).

The following Proposal is made for :

BID NO. 012114, GLOBE COURTHOUSE, 2ND FLR. RENOVATION, SCHOOLS AND ASSESSOR
in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Kroll Contractors Inc

621 S. 48th St Ste 111

Tempe, AZ 85281

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested,

directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to reach **Substantial Completion of the work within one hundred and fifty (150) Calendar Days of the Notice to Proceed and Final Completion within thirty (30) Calendar Days of the date of Substantial Completion**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Technical Specifications and General Provisions fulfilled.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **$1,000.00 per Calendar Day**.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten percent (10%) of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

GLOBE COURTHOUSE
2ND FLR RENOVATION
SCHOOLS AND ASSESSOR

INVITATION FOR BID NO. 012114

If by a Corporation:

(SEAL)

Corporate Name: Kroll Contractors Inc

Corporate Address: 621 S. 48th St Ste 111 Tempe, AZ 85281

Incorporated under the laws of the State of: Arizona

By (Signature): _____ Date: 6/13/14

President: Bernard Kroll

Secretary: Suzanne Kroll

Treasurer: V.P. Keith Kroll

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

By (Signature): _____ Date: _____

Name and Address of Each Member: _____

_____

_____

If by an Individual:

Signature: _____ Date: 6/13/14

GLOBE COURTHOUSE
2ND FLR RENOVATION
SCHOOLS AND ASSESSOR

INVITATION FOR BID NO. 012114
Bond No. CTSBCU145799

GILA COUNTY
SURETY (BID) BOND (BB1)

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,
that we, the undersigned Kroll Contractors, Inc., as Principal, hereinafter called the Principal, and Tower Insurance Company of New York a corporation duly organized under the laws of the State of New York, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

GLOBE COURTHOUSE, 2ND FLR. RENOVATION,
SCHOOLS AND ASSESSOR
GILA COUNTY, ARIZONA, BID CALL NO. 012114

NOW THEREFORE, if the Obligee, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

By Bernard Kroll

Title President

Surety Tower Insurance Company of New York

By Attorney-in-Fact Joanne Cuevas

Joanne Cuevas

Address, Attorney-in-Fact 444 Brickell Avenue, Suite 701
Miami, FL 33131

Subscribed and sworn to before me

This 5th **day of** June **,20** 14
My commission expires: 12/12/17
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
SACHIKO GOBEA
MY COMMISSION # FF076376
EXPIRES: December 12, 2017

TOWER GROUP
COMPANIES

TOWER INSURANCE COMPANY OF NEW YORK

Power of Attorney

Know All Men by These Presents:

That Tower Insurance Company of New York, a New York Domiciled Insurance Company, having its home office located in the City of New York, State of New York, does make, constitute, and appoint:

AUTHORIZED INDIVIDUALS:

Jeffrey Camp, Joanne Cuevas
Attorney-in-Fact

In the City of Miami, State of Florida, with limited authority, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred, to sign, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, both admitted and non-admitted, letters of credit, undertakings, and contents of suretyship, provided that no bond or contract of suretyship executed under this authority shall exceed in penalty the amount the sum of:

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED $3,000,000----------
THREE MILLION AND 00/100 DOLLARS

The acknowledgement and execution of such bond by the said Attorney-in-Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of December 31, 2014, but until such time shall be irrevocable and in full force and effect.

Tower Insurance Company of New York further certifies that the following is a true and accurate copy of the Section in the Corporate By-Laws that pertain to bond undertakings:

Article III-Officers and their Duties, Section 7-Execution of Contracts:

(b) **All other documents or instruments, excepting checks, drafts or other negotiable instruments, shall be signed by the President or any other officer or employee or agent or attorney-in-fact authorized in writing by the President to sign such document or instrument; persons so authorized also shall have the power to affix the corporate seal.**

IN WITNESS WHEREOF, we have caused these presents to be executed by its Managing Vice President, Robert W. Hedges, this 5th day of June, 2014.

TOWER INSURANCE COMPANY OF NEW YORK

SEAL

Robert W. Hedges
Managing Vice President

NOTICE: the background shading of this document is BLUE, if it is not, this is not a Certified Copy- Call 1-845-791-6700

POA No: T1202858
Bond No: CTSBCU145799
Obligee: Gila County Arizona

Please Direct All Correspondence To:

Cinium Underwriter Services Group
200 Union Square Drive
New Hope, PA 18938
Call: (215) 693-1288 or Fax (215) 693-1194

WARNING: THE RED "PROTECTED" LOGO BELOW CONTAINS HEAT SENSITIVE SECURITY INK WHICH SHOULD TEMPORARILY DISAPPEAR WHEN RUBBED.

PROTECTED

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SURETY ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI DADE)

On the 5th day of June, 2014 before me, the undersigned, a Notary Public in and for said state, personally appeared Joanne Cuevas, personally known to me, who being by me duly sworn, did depose and say that she resides in Miami Dade, FL; that she is the Attorney-in-Fact of the Tower Insurance Company of New York; the corporation described in and which executed the within instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

NOTARY PUBLIC STATE OF FLORIDA
SACHIKO GOBEA
MY COMMISSION # FF076376
EXPIRES: December 12, 2017

Notary Public

QUALIFICATION AND CERTIFICATION FORM (QC1-2)

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

GLOBE COURTHOUSE, 2ND FLR. RENOVATION, SCHOOLS AND ASSESSOR,

BID NO. 012114

The Contractor submitting this Bid warrants the following:

1. Name, Address, Telephone Number and E-mail Address of Principal Contractor:

   Kroll Contractors Inc

   621 S. 48th St Ste 111

   Tempe, AZ 85281

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
   _____Yes __x__No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?
   _____Yes __x__No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes __x__No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

5. Contractor must also provide at least the following information:

a. A brief history of the Contractors Firm.

b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.

c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

d. List the specific qualifications the Contractor has in supplying the specified services. See history noted in A above

e. Gila County reserves the right to request additional information.

6 **Contractor Experience Modifier (e-mod) Rating:** .94

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

1. **Current Arizona Contractor License Number:** B-1 213759

Signature of Authorized Representative

Bernard Kroll

Printed Name

President

Title

A.Who We Are – Kroll Contractors, Inc.

Kroll Contractors, Inc. is a C-Corporation, owned and managed by Bernard and Keith Kroll. Kroll is a medium sized Commercial General Contractor and Construction Management firm with a current annual volume of $10-15 million, employing an experienced staff of 7 professionals. We feel strongly that, in today's economic climate, our size affords us the advantage of having all principals and top managers directly involved in each and every project.

Kroll Construction Co. was founded in Atlanta, Georgia in December of 1978. For the next 15 years, the company completed in excess of $300 million in projects in 25 states. The original Atlanta-based firm specialized in commercial retail and major mall renovation projects. The firm's clients included Saks 5th Avenue, Federated Department Stores (Macy's, Bloomingdale's, Rich's), Home Depot, Sears, Circuit City, Montgomery Ward and JMB Properties.

Bernard Kroll relocated to Phoenix in 1993 and established Kroll Construction, LLC in the same year. In 2005, Keith Kroll joined Bernard in Phoenix and the firm became Kroll Contractors, Inc., consolidating 70 years of combined construction experience and expertise. With their leadership, Kroll has grown in the Arizona market into a premier general contracting and construction management firm completing shopping centers, parking facilities including complete infrastructure, office condominiums, medical facilities, retail buildings, self-storage facilities and a wide range of tenant improvements.

GENERAL ESTIMATE
COURTHOUSE2ND FLOOR
1400 EAST ASH
GLOBE, ARIZONA 85501
3,920 SF

Kroll Construction
SUMMARY SHEET

BID DATE ***JUNE 18TH 2014 3 PM***

		LABOR	MATERIAL	SUB	Adjust	TOTAL
DIVISION 1	GENERAL CONDITIONS	23850	10440	53500		87,790
DIVISION 2	SITEWORK	0	0	17710	0	17,710
DIVISION 3	CONCRETE	0	0	0	0	0
DIVISION 4	MASONRY	0	0	0	0	0
DIVISION 5	METALS / STEEL	0	0	0	0	0
DIVISION 6	CARPENTRY	0	300	62455	0	62,755
DIVISION 7	MOISTURE PROTECTION	0	200	1492	0	1,692
DIVISION 8	DOORS / GLAZING	0	3660	20039	-1300	22,399
DIVISION 9	FINISHES	0	300	59142	0	59,442
DIVISION 10	SPECIALTIES	0	130	3282	0	3,412
DIVISION 11	EQUIPMENT	0	0	0		0
DIVISION 12	FURNISHINGS	0	0	0		0
DIVISION 13	SPECIAL CONSTRUCTION	0	0	0		0
DIVISION 14	CONVEYING SYSTEMS	0	0	0		0
DIVISION 15	MECHANICAL	0	0	34590	-3115	31,475
DIVISION 16	ELECTRICAL	0	0	40600	-5600	35,000
	SUBTOTAL	23850	15030	292810	-10015	321,675
	taxes, insurance overhead and bond	2385				53,601
	WORKERS COMP	1431				0
	LIABILITY	2251				0
	BUILDERS RISK .0002 / mo					0
						0
	SUBTOTAL					0
						0
						0
						0
	TOTAL					**375,276**

Previous and Current Customers

Previous

NextCare 43rd Avenue
Glendale, AZ

TI for Realty Executives
Chandler, AZ

Southwest Network TI - Phoenix
Phoenix, AZ

Hastings & Hastings Law Offices
Chandler, AZ

V. Smith Building
Chandler, AZ

Architectural Impressions
Phoenix, AZ

Social Security Administration
Safford, AZ

M2 Group Interior TI
Mesa, AZ

Current

South Baptist Church
Phoenix, AZ

Sarival Industrial
Goodyear, AZ

Masjid Al-Rahma
Phoenix, AZ

Pilot Williston
Williston, ND

Sale Sucre
Tempe, AZ

GLOBE COURTHOUSE
2ND FLR RENOVATION
SCHOOLS AND ASSESSOR

INVITATION FOR BID NO. 012114

SUBCONTRACTORS LIST (SL1-2)

Proposer is to list every subcontractor and supplier proposed to be employed on the above project as required by the bidding documents. Any work proposed to be done by the Proposer should be listed as a line item with the word "Self" inserted under firm name. Designation of subcontractors is subject to Owner's approval. No change in subcontractor's list will be permitted without the Owner's prior written consent.

THIS SUB-CONTRACTOR LIST MUST BE FILLED OUT, FAILURE TO DO SO IS AUTOMATIC GROUNDS FOR REJECTION OF BID.

CARPENTRY

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
Self preformed	213759	Bernard Kroll 480-775-0605

INSTALLER FOR DOORS/HARDWARE

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
Self preformed	213759	Bernard Kroll 480-775-0605

CEILING SYSTEMS

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
-	Skinner Interiors 097135	Berry 602-997-0000

WALL GYP BD / FINISHING

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
Woodring Construction		Jeff Woodring 623-229-7177

PLUMBING

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
SAK Electrical	115188	Bob 480-986-3036

ELECTRICAL

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
SAK Electrical	115187	Bob 480-986-3036

GLOBE COURTHOUSE
2ND FLR RENOVATION
SCHOOLS AND ASSESSOR

INVITATION FOR BID NO. 012114

HVAC

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
Hoyt's Heating & Air	240776	Roy Hoyt 623-846-3546

FIRE ALARM/SPRINKLER

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
N/A		

FLOORING

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
Southwest Flooring	281667	Michael Fish 602-944-2400

MILLWORK

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
Jim's Custom Cabinets	221593	Jim Miller 602-290-7216

STOREFRONT SYSTEMS

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
Precision Glass	233915	Darrin Klootra 602-380-6743

ANY ADDITIONAL SUB-CONTRACTORS MUST BE LISTED THAT HAVE A COST OF AT LEAST 10% OF THE TOTAL CONTRACT COST

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

I submit that the preceding is correct and current as of June 18,2014.
[BID OPENING DATE]

Kroll Contractors Inc — 6-18-2014 **[company]**
[authorized representative] **[date]**

Bernard Kroll

CONTRACTOR REFERENCE LIST (RL-1)

GLOBE COURTHOUSE, 2ND FLR. RENOVATION, SCHOOLS AND ASSESSOR
BID NO. 012114

These references are required to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

REFERENCES:

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT
Fonce Arch 1202 Escondido, Phoenix AZ	602-263-5414	Bud Fonce
Sarival Industrial 9630 S. San Marcos Dr East Goodyear 85338		Maria Pavese 623-386-28
Manheim Arizona 6205 Peachtree Dunwoody RD Atlanta GA 303028	404-843-5000	
Pilot Travel 5508 Lonas Rd Knoxville TN 37909		Carol Douglas 865-474-2937

Signature of Authorized Representative

Bernard Kroll
Printed Name

President
Title

GLOBE COURTHOUSE
2ND FLR RENOVATION
SCHOOLS AND ASSESSOR

INVITATION FOR BID NO. 012114

AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa)

Bernard Kroll
(Name of Individual)
being first duly sworn, deposes and says:

That he is President
(Title)
of Kroll Contractors Inc and
(Name of Business)

That he is bidding on **Gila County BID NO. 012114 GLOBE COURTHOUSE, 2ND FLR. RENOVATION, SCHOOLS AND ASSESSOR PROJECT, GLOBE** and,

That neither he nor anyone associated with the said

Kroll Contractors Inc
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Kroll Contractors Inc
Name of Business

Bernard Kroll
By

President
Title

Subscribed and sworn to before me this 16 **day of** June, 20 14.

My Commission expires: 10-30-2017

Notary Public

RENEE LYNN DUNNUCK
Notary Public, State of Arizona
Maricopa County
My Commission Expires
October 30, 2017

SUBCONTRACTOR CERTIFICATION:
INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of bids on:

BID NO. 012114: GLOBE COURTHOUSE, 2ND FLR RENOVATION, SCHOOLS AND ASSESSOR, GLOBE,

my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Owner prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

x **It is my intention to subcontract a portion of the work.**

_____ **It is not my intention to subcontract a portion of the work.**

Kroll Contractors Inc
Name of Firm

By: (Signature)

President
Title

6-18-14
Date

CONSTRUCTION CONTRACT (C1-5)

THIS AGREEMENT, made and entered into this _____day of _____, 20__, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and [illegible] Construction Inc _____ of the City of Tempe, State of Az, hereinafter designated the **Contractor**.

THE CONTRACTOR shall furnish any and all labor, materials, construction equipment, and services, required for performing all work for construction of:

BID NO. 012114, GLOBE COURTHOUSE, 2ND FLR RENOVATION, SCHOOLS AND ASSESSOR

CONTRACT DOCUMENTS: Includes all portions of the General Provisions, Addenda, Plans, Technical Specifications and any supplemental agreements, if applicable, provided by the County for this project, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, (hereinafter referred to as "Indemnitee") from and against any and all suits, claims, cost of litigation, actions, liabilities, damages, losses, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants

contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Automobile Liability**
   Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed to include the following additional insured language:
   The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

   a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

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

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

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

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

TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work as identified in the Contract Documents and this agreement, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Contract Documents.

Work shall start within **no later than ten (10) Calendar Days of the Notice To Proceed,** and shall be Substantially Complete within **One Hundred and Fifty (150) Calendar Days** from the date of the Notice to Proceed. The Contractor further agrees to achieve Final Completion within no later than **Thirty (30) Calendar Days** from the date of Substantial Completion.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **$1,000.00 per Calendar Day**.

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by this Contract; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must

delay the completion of the said work or any delay occasioned by the Owner, the Owner may extend the period hereinafter specified for the completion of said work in accordance with the Contract Documents and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

IN RETURN for the performance of the contract by the contractor, the County agrees to pay the amount of not more than $_____ including all applicable taxes through a payment schedule as described in the Contact Documents and as may be modified and executed by change orders.

OWNER:
GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor,
Chairman, Board of Supervisors

ATTEST:

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

CONTRACTOR:

Kraft Contractors Inc
Contracting Company Name

Bernard Kraft
Print Name

_____
Witness (If Contractor is Individual)

GLOBE COURTHOUSE
2ND FLR RENOVATION
SCHOOLS AND ASSESSOR

INVITATION FOR BID NO. 012114

STATUTORY PERFORMANCE BOND (CPB-1)

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,

and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **GLOBE COURTHOUSE, 2ND FLR RENOVATION, SCHOOLS AND ASSESSOR,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgement such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

_____
Principal **Seal**

By:

_____

_____
Surety **Seal**

By:

_____
Agency of Record

_____
AgencyAddress

_____
Arizona Countersignature

_____
Address Phone Number
Phone Number

_____

_____

STATUTORY LABOR AND MATERIALS BOND (LMB-1)

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,
and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____with its principal office in the city of _____holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **GLOBE COURTHOUSE, 2ND FLR RENOVATION,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

Phone Number

_____
Principal **Seal**

_____
Surety **Seal**

_____
Agency of Record

_____
Arizona Countersignature

_____
Address **Phone Number**

_____

_____
By:

_____
By:

_____
AgencyAddress

GLOBE COURTHOUSE
2ND FLR RENOVATION
SCHOOLS AND ASSESSOR

BID NO 012114

CONTRACT PERFORMANCE WARRANTY (CWP-1)

I, Bernard Kroll, representing

Kroll Contractors Inc (company name)

do hereby warranty the work performed for the:

GLOBE COURTHOUSE, 2ND FLR RENOVATION, SCHOOLS AND ASSESSOR, GLOBE,

for a period of **two years** from the date of Substantial Completion . Work shall be free from defects which would cause the work not to perform in its' intended manner.

The Contractor shall provide 24-hour response to all critical building systems, i.e., loss of electrical, plumbing, heating, cooling, fire suppression or other control systems. The Contractor shall provide the Owner a list of contact persons and phone numbers to contact in case of loss of a critical building system, available on a 24-hour basis. The Contractor shall include the contact person and phone number for their bonding company for use if the Owner experiences problems during the warranty.

All other, noncritical warranty items will be corrected within five (5) working days, unless the Contractor notifies the Owner in writing that a delay will be experienced due to shipping of materials. A shipping date must be provided to advise the Owner of the approximate date of warranty repair.

All warranty work must commence as soon as reasonably possible and be diligently prosecuted to completion.

6-18-14

(Officer, Partner, Owner) **Date**

BID NO 012114

GLOBE COURTHOUSE
2ND FLR RENOVATION
SCHOOLS AND ASSESSOR

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM $ _____
2. Net change by Change Orders $ _____
3. CONTRACT SUM TO DATE (Line 1 + 2) $ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) $ _____
5. RETAINAGE:
   a. _____ % of Completed Work (Column D + E on G703) $ _____
   b. _____ % of Stored Material (Column F on G703) $ _____
   Total Retainage (Lines 5a + 5b or Total in Column I of G703) $ _____
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) $ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) $ _____
8. CURRENT PAYMENT DUE $ _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) $ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Arizona PipeMasters, Inc.

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

BID NO 012114

GLOBE COURTHOUSE
2ND FLR RENOVATION
SCHOOLS AND ASSESSOR

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS								

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA® © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292

QUOTE TABULATION FORM

GILA COUNTY

BID TITLE: IFB 012114-Globe Courthouse 2nd Floor Renovations-Schools & Assessors

BID NO.: 012114

DUE DATE: 06-18-14/3:00 P.M.

EE: 308,500

RANKING	BIDDER FIRM NAME	BID AMOUNT	
3	La Casa Bella Builders (Shane) lacasabellabuilders@yahoo.com 928-425-2450	$392,000.00	
	Hunter & Hunter Construction (Karen) k hunter44@cableone.net 928-425-6515	No Bid	
	Centennial Contractors (Jared) jlundy@cce-inc.com 602-230-9987	No Bid	
	Oddonetto Construction (Tiffany) tmartin@oddonetto.net 928-425-3608	No Bid	
	Visus Engineering (Richard) rsmith@visusinc.com 480-833-8268	No Bid	
	Dream Pole Construction (Tim) timhumphrey.59@gmail.com 928-701-1455	No Bid	
2	Rodriguez Construction rodriguezconst@hotmail.com 928-425-7244	$386,646.66	
	5D Mining & Construction (Ben) 5dben@live.com 928-425-2998	No Bid	
	SDB, Inc. (Doyle) Doyle.Kahabka@sdb.com 480-967-5810	No Bid	
	Woodruff Construction (Wade) Wade.Woodruff@woodruffaz.com 480-921-1925	No Bid	

1	Kroll Contractors, Inc. (Bernard) Bernard@krollcontractorsinc.com 480-226-2458	$375,276.00	
	Blackhawk Construction (Matt) Mwilliams@blackhawkconstructionaz.com 480-584-3948	No Bid	
	McKenna Contracting (Dave) dave@mckenna-contracting.com 602-478-5773	No Bid	
4	Caymus Corporation (Curt) rringleb@caymusaz.com 480-203-6108	$404,710.00	
5	SD Crane (Adrian) adrian@methodaz.com 602-690-5940	$441,142.76	
6	Sky Engineering (Michael) mikeg@skyengineering.net 602-595-4178	$449,360.00	

GILA COUNTY GLOBE COURTHOUSE:
SECOND FLOOR RENOVATION: SCHOOLS AND ASSESSOR OFFICES
INVITATION FOR BIDS NO. 012114

ADDENDUM No. 3:
DATE: 6/12/2014

CLARIFICATIONS:

1. No additional office space shall be provided for the contractors use. Construction limits are as identified in the Special Provisions of the General Provisions and as shown on the drawings.
2. Yes, all new flooring is to be continuous under millwork.
3. Yes, all new and modified flooring areas are to receive vinyl base, except the porcelain tile areas which are to receive tile cove base, as specified in the Technical Specifications.
4. All new millwork shall have a millwork finished base, no vinyl base required.

This concludes Addendum No. 3 to Invitation for Bids No. 012114.

GILA COUNTY GLOBE COURTHOUSE:
SECOND FLOOR RENOVATION: SCHOOLS AND ASSESSOR OFFICES
INVITATION FOR BIDS NO. 012114

ADDENDUM No. 2:
DATE: 6/6/2014

CLARIFICATIONS:

1. All Vinyl Tile Flooring shall be "Luxury Vinyl Tile" as specified in the Technical Specifications.

REVISIONS:

2. Room Finish Schedule (Drawing Sheet A1): Add Existing Back Hallway.
    - Ceiling: New as already shown on Reflected Ceiling Plan.
    - Floor: Change to remove existing, replace with Luxury Vinyl Tile flooring.
    - Walls: Add painting of all drywall walls to match.

This concludes Addendum No. 2 to Invitation for Bids No. 012114.

GILA COUNTY GLOBE COURTHOUSE:
SECOND FLOOR RENOVATION: SCHOOLS AND ASSESSOR OFFICES
INVITATION FOR BIDS NO. 012114

ADDENDUM #1:
DATE: 5/30/2014

CLARIFICATIONS:

1. Requests for information prior to bidding (Section 20-06, page GP-14, General Provisions): Deadline for requests for information regarding bidding is 3:00PM, Wednesday, June 11, 2014.
2. Final Addendum issue date (Section 20-06, page GP-14, General Provisions): Deadline for final Addendum to be issued is 3:00PM, Monday, June 16, 2014. All contractors bidding on the project are encouraged to contact Jeannie Sgroi (928) 402-8612, prior to bidding to ensure they have received all Addendum to properly note as such on their Bid Proposal form.
3. Hours of work: The Facilities Department will accommodate any hours that the contractor would like to work whether nights or weekends. Due to the Courtroom below and above the construction area, work that will create excessive noise will be required to be performed during off hours or regular hours in which the courts are not in session, as approved by the Facilities Department. All work at the Assessor's office, see Technical Specifications, Demolition, will need to occur during off hours (nights, weekends and holidays).
4. Construction area separation wall: (page 2 of 33, Technical Specification, Demolition) Construction of partition walls first to secure and enclose the construction area, prior to the start of any demolition or new construction.
5. Security equipment (page 13 of 33 and page 33 of 33, Technical Specifications): Facilities Department will be responsible for the relocation or addition of any security related items such as cameras and access key equipment. Coordination with the Facilities Department will be through their Project Manager, Bob Hickman.
6. Phone / Data lines (page 33 of 33, Technical Specifications): All phone / data lines will be pulled and installed by Gila County. The contractor is responsible for the boxes, conduit and pull string installation as part of the construction contract.
7. Asbestos and/or lead containing materials: All areas of construction have been tested and approved as not containing any asbestos or lead containing materials.

8. Structural walls (page 4 of 33, Technical Specifications and page GP-47, General Provisions): There are no structural walls scheduled for removal in the construction area.
9. Dumpster and dump fees: Gila County will provide the contractor with a dumpster at no cost to the contractor. Gila County will dispose of all construction debris and pay all dump fees at no cost to the contractor.
10. Contractor parking, storage and staging areas shall be as identified in the drawings (Drawing Sheet A1, Site Plan).
11. Subflooring (page 14 of 33, page 15 of 33, page 16 of 33 and page 17 of 33, Technical Specifications): The subfloor below is plywood. The contractor, and his subcontractor, shall be responsible for all necessary repair work to the subfloor to ensure proper installation of all new flooring materials.
12. Restrooms: The closure of both restrooms on this floor is permitted. Facilities will provide signage and notification to occupants and customers for location of restrooms on other floors for use during the course of the construction.
13. Fire Sprinkler System Modifications (page 2 of 33, Technical Specifications, Section 20-05, page GP-14, General Provisions and Section 90-04, page GP-44, General Provisions) : See referenced pages and sections regarding contractors responsibilities for the project.
14. Allowances: (page 2 of 33, Technical Specifications, Section 20-05, page GP-14, General Provisions and Section 90-04, page GP-44, General Provisions): See referenced pages and sections. Allowance amount to be included in bid.
15. Doors: Kickplates (page 7 of 33 and page 8 of 33, Technical Specifications) required at all doors subject to high traffic: This is defined as the (2) doors at the rear corridor, and the (2) restroom doors. The (2) main entry doors to Schools and Assessor are to be part of the storefront system.
16. Doorstops and exit devices (page 7 of 33 and page 13 of 33, Technical Specifications): None are required on this project.
17. There are no rated rooms or spaces that doors will open into (page 7 of 33, Technical Specifications).
18. Doors: Veneer finish shall match the existing doors (page 7 of 33 and page 8 of 33, Technical Specifications).
19. Vision Panel (page 8 of 33, Technical Specifications): 6" x 2' vision panel shall be required in the (2) doors located at the back hallway, (1) from Assessor and (1) from Schools. Main front entry doors shall be part of the storefront system.
20. Hollow metal frames, seamless end channel closure: No detail available. The intent is to have welded seamless frames. NO knock down frames allowed (page 7 of 33, Technical Specifications).
21. Door cylinders and keyways (page 13 of 33, Technical Specifications): Shall be BEST brand, Type "A" keyway, 6 pin, brass finish.
22. Thresholds (page 13 of 33, Technical Specifications): There are no thresholds required on this project. All changes in flooring finish at doorways shall be accomplished using transition strips appropriate for the condition.
23. Doors (page 7 of 33 and page 8 of 33, Technical Specifications): All doors are new 3068 doors, hollow metal frame and solid core wood, as identified in the specifications, except the (2) at the storefront window areas.
24. Door closures (page 13 of 33, Technical Specifications): Required: (2) doors at rear hallway, (2) doors at new restrooms, and (2) main entry doors at storefront systems.
25. Wall Framing (page 4 of 33, Technical Specifications): No metal stud framing, wood framing required.

26. No wage determination requirements enforced by Gila County.
27. Be aware, at the existing plumbing chase, some modifications to existing plumbing tie-in to upper floors may be required.
28. Note there is an existing structural column I-beam located next to (on the east side of) the plumbing chase, in line with the other structural columns. Structural columns on this line are spaced at 10' on center. (Drawings Sheet A2).
29. Headers (page 4 of 33, Technical Specifications): Header above new storefront at Schools Waiting area 210, 18' length, shall be minimum of (2) 2x10 DF #2 or better. Headers greater than 8' length, up to 20' length, shall be minimum (2) 2x10 DF #2 or better.

REVISIONS:

30. Submittals Required (page 2 of 33, Technical Specifications): Plumbing design: The contractor's licensed subcontractor shall provide the Facilities Department Project Manager with a plumbing schematic, prior to the start of new construction. The schematic drawing shall show all pipe type and sizing proposed for the project and shall meet all current International Plumbing Code requirements.
31. Plumbing piping (page 23 of 33, Technical Specifications): The use of ABS for waste lines and Pex for water lines, as allowed by the IPC, shall be allowed at new restrooms, however, main vertical runs and connections at chase area must be cast iron and copper as called for in the Technical Specifications.
32. Room Finish Schedule (Drawing Sheet A1): Room 203: Breakroom at Schools: In lieu of carpet tile, this room is to receive VCT flooring as specified for their Waiting Area (210).
33. Room Finish Schedule (Drawing Sheet A1): Ceiling Height at Assessor: 8'11" height at dropped area (existing height) along right side of space, where existing mechanical ducting is present above ceiling. 10' at all other new ceiling areas of Assessor's Office.
34. Room Finish Schedule (Drawing Sheet A1): Ceiling Height at rear corridor: 8'6" (existing height).
35. Room Finish Schedule (Drawing Sheet A1): Ceiling Height at Restrooms: 8'11'
36. Room Finish Schedule (Drawing Sheet A1): Ceiling Height at Schools: 8'11' at all areas except room 205 will require 9'11" height due to exterior windows.
37. Door Hardware (page 13 of 33, Technical Specifications): Door Hardware type, lever handle style, finish: Shall be SCHLAGE, AL53BDSAT612. All other door hardware shall match this finish.
38. Allowances (page 2 of 33, Technical Specifications, and Section 90-04, page GP-44, General Provisions): Increase allowance for Fire Sprinkler System Modifications to Not to exceed: $5,500.00.

ADDITIONAL INFORMATION ATTACHED:

39. Attached Sign-In Sheet from Pre-Bid Walk-thru / Meeting is attached.

This concludes Addendum No. 1 to Invitation for Bids No. 012114

MANDATORY PREBID WALK-THRU / MEETING: 5/28/14, 1:00PM
COURTHOUSE 2ND FLOOR RENOVATION

NAME	SIGNATURE	COMPANY NAME	PHONE #	EMAIL
Shane Fletcher		LCB Builders	928-425-2450	lacasabellabuilders@yahoo.com
Danielle Williams		DNG Construction	480-361-9137	dwilliams@dngllc.com
Matt Williams		Blackhawk Construction	602-540-8019	mwilliams@blackhawkcontractorsaz.com
MICHAEL GEORGOPAPADAKIS		SKY ENGINEERING	602-595-4178	mikeg@skyengineering.net
CURT HANNAHAN		CAYMUS CORPORATION	480-203-6108	rringleb@CAYMUSAZ.COM
ADRIAN WILSON		SD CRANE	602 690 5940	ADRIAN@MYSTROAZ.COM
[illegible]		[illegible]	[illegible]	[illegible]
Jerry Grace		Rodriguez Const. Inc	928-425-2244	jerry@rodriguez-az.com
Art Rodriguez				
Brian Caldonetto		Caldonetto		[illegible]
Kevin Guest		SD Crane	480-298-1669	kguest@sdcranebuilders.com

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-2672 **Regular Agenda Item** **4. H.**

Special Meeting

Meeting Date: 07/15/2014
Submitted For: Jeffrey Hessenius
Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division
Department: Finance Division

Information

Request/Subject

Intergovernmental Agreement No. 061714-1/Agreement between Gila County, Canyon Domestic Water Improvement District and Freeport-McMoRan.

Background Information

On February 28, 2014, Canyon Domestic Water Improvement District (CDWID) applied to Freeport-McMoRan for a grant in the amount of $50,000 for repairs and improvements to the existing water system that feeds water to approximately 550 County residents in Ice House and Kellner Canyon, and which had previously been managed by the City of Globe. CDWID was awarded the grant on May 16, 2014.

Evaluation

Freeport-McMoRan Copper & Gold Foundation awarded a grant to the Canyon Domestic Water Improvement District (CDWID) on May 16, 2014, in the amount of $35,000, for repairs and improvements to an existing water system that feeds water to approximately 550 County residents. The check was made payable to the County of Gila. Intergovernmental Agreement No. 061714-1/Agreement is being executed to allow Gila County to transmit the funds to CDWID.

Additionally, another $15,000 will be provided by Freeport-McMoRan to CDWID through the same grant once Freeport-McMoRan has received a sustainability plan from CDWID, and the plan has been reviewed and approved by Freeport-McMoRan.

Conclusion

The execution of Intergovernmental Agreement No. 061714-1/Agreement between Gila County, Canyon Domestic Water Improvement District and Freeport-McMoRan will allow for the County of Gila to transmit the grant funds to the grant recipient - the Canyon Domestic Water Improvement District.

Recommendation

Staff recommends the approval of Intergovernmental Agreement No. 061714-1/Agreement in order to transmit up to $50,000 in grant monies, made payable to the County of Gila to the Canyon Domestic Water Improvement District, the recipient of the grant, from Freeport-McMoRan.

Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. 061714-1/Agreement between Gila County, Canyon Domestic Water Improvement District and Freeport-McMoRan in order to allow Gila County to transmit an amount of up to $50,000 in grant monies provided by Freeport-McMoRan to the recipient of the grant, Canyon Domestic Water Improvement District; and to authorize the Chairman's signature on Intergovernmental Agreement No. 061714-1/Agreement. **(Jeff Hessenius)**

Attachments

Intergovernmental Agreement No. 061714-1

Freeport-McMoRan award letter

Legal Explanation

Legal Explanation IGA

INTERGOVERNMENTAL AGREEMENT NO. 061714-1
BETWEEN GILA COUNTY AND CANYON DOMESTIC WATER IMPROVEMEMT DISTRICT and AGREEMENT WITH FREEPORT-MCMORAN COPPER AND GOLD FOUNDATION

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2014 by and between Gila County, hereinafter referred to as "County" and the Canyon Domestic Water Improvement District, hereinafter referred to as "the District," and Freeport McMoRan Copper and Gold Foundation.

RECITALS

WHEREAS, the District, a County Improvement District pursuant to A.R.S. § 48-901 *et. seq.* with full authority to act pursuant to A.R.S. § 1014 *et. seq*. on its own without any pre-approval from the County, applied for a grant from the Freeport McMoRan Copper and Gold Foundation in the name of the County, and

WHEREAS, the District through Gila County was awarded $35,000.00 from the Freeport McMoRan Copper and Gold Foundation in the form of a check to the County in support of the Canyon Domestic Water Improvement District Aging System Repair project; and

WHEREAS, Freeport McMoRan Copper and Gold Foundation will provide an additional $15,000.00 to the District once a sustainability plan is submitted to and reviewed by the committee of the Freeport McMoRan Copper and Gold Foundation so long as such plan is submitted by November 1, 2014; and

WHEREAS, the County desires for the District to receive these funds in order to support the Canyon Domestic Water Improvement District Aging System Repair project and the Board of Supervisors of the County has determined that the Canyon Domestic Water Improvement District Aging System Repair project will further the economic development potential of Gila County; and

WHEREAS, the County has determined that the purpose of Canyon Domestic Water Improvement District Aging System Repair project is public and that the expenditure of these funds will improve or enhance the economic welfare of the inhabitants of the County.

SCOPE

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

1. The County will receive the $35,000.00 from the Freeport McMoRan Copper and Gold Foundation and transmit such funds to the District for use according to the terms and conditions of the June 4, 2014, Freeport McMoRan Copper and Gold Foundation grant award letter which is incorporated by this reference. Additionally, another $15,000.00 will be provided by Freeport McMoRan to the District, through the same grant, once Freeport McMoRan has received a sustainability plan from the District, and the plan has been reviewed and approved by Freeport McMoRan.

2. The District will be solely responsible to the Freeport McMoRan Copper and Gold Foundation for compliance with the terms and conditions outlined in the June 4, 2014, Freeport McMoRan Copper and Gold Foundation grant award letter.

3. The County's sole responsibility in this agreement is to receive and then transmit the Freeport McMoRan Copper and Gold Foundation's grant money to the District.

4. Notices

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

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

Canyon Domestic Water Improvement District
Attn: Myrna Lenox
8966 S. Kellner Canyon road
Globe, Arizona 85501

Freeport McMoRan Copper and Gold Foundation
Attn: Tracy Bame
333 North Central Avenue
Phoenix, AZ 85004

GENERAL TERMS

1. Indemnification: The District shall indemnify, defend and hold harmless, County, its officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the District, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.

2. Termination: The County's obligations under this Agreement will be terminated upon successful transfer of all grant funds to the District. The District's obligations to the Freeport McMoRan Copper and Gold Foundation are governed by the June 4, 2014, Freeport McMoRan Copper and Gold Foundation grant award letter.

3. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.

4. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties to this Intergovernmental Agreement No. 061714-1 and Agreement with Freeport McMoRan Copper and Gold Foundation have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

Michael A. Pastor, Chairman
Gila County Board of Supervisors

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

CANYON DOMESTIC WATER IMPROVEMENT DISTRICT

Myrna Lenox
Chairman
Canyon Domestic Water Improvement District

ATTEST

Name and Title

Freeport McMoRan Copper and Gold Foundation

Tracy Bame, President, Freeport McMoRan Foundation

FREEPORT-MCMORAN COPPER & GOLD FOUNDATION

333 North Central Avenue
Phoenix, Arizona 85004
Tel: 602-366-8116
Fax 602-366-7305
www.fcx.com

June 4, 2014

Gail Lenox
County of Gila
1400 E Ash Street
Globe, AZ 85501

Dear Ms. Lenox:

On behalf of the Freeport-McMoRan Foundation and the Globe-Miami Community Investment Fund Committee, I am pleased to enclose a check in the amount of $35,000.00 payable to the County of Gila in support of the Canyon Water Improvement District Aging System Repair project.

The funds should be used to implement the project as described below. Please notify us at the earliest possible time should the project scope change from the original application.

- $35,000 will be provided to complete necessary fixes to the pump system.
- The remaining $15,000 will be provided once a sustainability plan is submitted to and reviewed by the committee for ongoing operations and maintenance of the system. The plan must be received by November 1, 2014.

Your application successfully met the criteria of the Globe-Miami Community Investment Fund to provide a sustainable benefit to the community. The Community Investment Committee was impressed with the quality of the Canyon Water Improvement District Aging System Repair project and its effort to replace and repair aging pumps and infrastructure on a six mile long water system that provides 550 people with potable water. The development of an operations and maintenance sustainability plan will put in place appropriate management to prevent failure and ensure proper oversight of the system in the future.

This grant is made by the Freeport-McMoRan Foundation on behalf of the company and its operations. Any acknowledgment of our support should be attributed to the Freeport-McMoRan Foundation.

Please be sure to deposit your check within 90 days of date of issue. After 90 days, the check will automatically be cancelled within our system or be considered void by local banking institutions. If for some reason you are not able to deposit the check within the 90-day period, please contact us and we will address the issue.

Please accept our best wishes for a very successful program.

Sincerely,

Tracy L. Bame
President, Freeport-McMoRan Foundation

Enclosure

cc: Angie Harmon, Social Investment Manager, Freeport-McMoRan

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

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

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

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

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

ARF-2680 **Regular Agenda Item** **4. I.**

Special Meeting

Meeting Date: 07/15/2014

Submitted For: Don McDaniel Jr.

Submitted By: Sherry Grice, Executive Assistant, Board of Supervisors-District 2

Department: County Manager

Information

Request/Subject

Adoption of Resolution No. 14-07-04 declaring a state of emergency within Gila County as a result of insfrastructure and property damage caused by abnormally heavy monsoon rain and winds.

Background Information

N/A

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-07-04 declaring a state of emergency within Gila County as a result of infrastructure and property damage caused by abnormally heavy monsoon rain and winds.

(Don McDaniel)

Attachments

Resolution No. 14-07-04

RESOLUTION NO. 14-07-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, DECLARING A STATE OF EMERGENCY WITHIN GILA COUNTY AS A RESULT OF INFRASTRUCTURE AND PROPERTY DAMAGE CAUSED BY ABNORMALLY HEAVY MONSOON RAIN AND WINDS.

WHEREAS, due to heavy rainfall and high winds, Gila County, Arizona is experiencing dangerous and damaging flooding conditions;

WHEREAS, due to the flooding and high winds, severe public and private infrastructure and property damage has occurred; and

WHEREAS, by the adoption of this resolution, the Chairman of the Gila County Board of Supervisors is authorized to declare an emergency.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors does hereby declare that an emergency now exists in Gila County, as provided for in Arizona Revised Statutes (A.R.S.) §26-311, resulting in the following:

a. All Gila County government resources are ready and available to restore and repair public and private infrastructure and property.

b. The Chairman of the Board of Supervisors will work closely with the Director of Public Works to identify and implement the location and extent of the restoration and repair work to be done.

c. Mutual aid and cooperation from appropriate related agencies may be requested.

BE IT FURTHER RESOLVED that this resolution directs Gila County staff to assist County citizens with damaged or impassable roads as provided in A.R.S. §26-311, and that this resolution is in effect for the duration of the monsoon season through September 30, 2014.

PASSED AND ADOPTED this 15th day of July 2014.

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

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

ARF-2641 **Consent Agenda Item** **5. A.**

Special Meeting

Meeting Date:	07/15/2014		
Submitted For:	Malissa Buzan		
Department:	Community Services Division	Division:	Comm. Action Program/Housing Servs.
Fiscal Year:	2014-2015	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2014 - June 30, 2015	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Amendment No. 4 to Weatherization Low Income Assistance Agreement No. SW-ESA-2182-02Y4 with the Governor's Office of Energy Policy.

Background Information

On July 17, 2012, the Board of Supervisors approved a Weatherization Low Income Assistance Agreement OEP Contract No. SW-ESA-12-2182-02Y2.

On April 2, 2013, the Board of Supervisors approved Amendment No. 1 to Contract No. SW-ESA-12-2182-02Y2.

On August 6, 2013, the Board of Supervisors approved Amendment No. 2 to Contract No. SW-ESA-12-2182-02Y3. On this Amendment, the last 3 digits of this contract changed to 2Y3.

On February 4, 2014, the Board of Supervisors approved Amendment No. 3 to Contract No. SW-ESA-12-2182-02Y3.

On Amendment No. 4, the last 3 digits changed to "2Y4."

Evaluation

Amendment No. 4 will provide up to $7,150 in additional funding as a reimbursement ceiling for Fiscal Year 15, inclusive of administrative, health & safety, and program operations.

Conclusion

By the Board of Supervisors approving this Amendment, the Gila County Weatherization Program will receive additional funding to be used for administrative, health & safety, and program operations.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this Amendment.

Suggested Motion

Approval of Amendment No. 4 to a Weatherization Low Income Assistance Agreement (Contract No. SW-ESA-12-2182-02Y4) between the State of Arizona, Governor's Office of Energy Policy (OEP) and the Gila County Community Services Division, Housing Services, whereby OEP will provide up to $7,150 in additional funding as a reimbursement ceiling for Fiscal Year 2015, for the period of July 1, 2014, through June 30, 2015.

Attachments

Amendment No. 4 Contract No. SW-ESA-12-2182-02Y4
Amendment No. 3 Contract No. SW-ESA-12-2182-02Y3
Amendment No. 2 Contract No. SW-ESA-12-2182-02Y3
Amendment No. 1 Contract No. SW-ESA-12-2182-02Y2
OEP Contract No. SW-ESA-12-2182-02Y2
Legal Explanation

AMENDMENT # 4
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#SW-ESA-12-2182-02Y4

between the

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

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

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

Section IV, CONTRACT BUDGET
Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to $7,150 in additional funding as a reimbursement ceiling for FY15, inclusive of administrative, health & safety, and program operation 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 Date
Gila County Board of Supervisors

Bryan B. Chambers Date
Deputy Attorney Principal

Marian E. Sheppard Date
Clerk of the Board

GOVERNOR'S OFFICE OF ENERGY POLICY

Leisa B. Brug 6/13/14
Leisa B. Brug Date
Director

6/17/14
Travis Price Date
Compliance Finance and Procurement Manager
Office of the Governor

AMENDMENT # 3
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#SW-ESA-12-2182-02Y3

between the

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

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

Section IV, CONTRACT BUDGET
Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to $6,000 in additional funding available for reimbursement. This funding shall be allocated so that $4,050 is used for program operations with $600 used for administrative costs and $1,350 is used for Health and Safety in the Southwest Gas Corporation Low-Income Energy Conservation Program through June 30, 2014. The contract cumulative amount provided for reimbursement for the entire contract length totals $26,300.

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

2-4-14
Date

Michael A. Pastor,
Chairman

Approved as to form:

2-4-14
Bryan B. Chambers Date
Deputy Attorney Principal

GOVERNOR'S OFFICE OF ENERGY POLICY

1-3-14
Leisa B. Brug Date
Director

1/2/14
Travis Price Date
Compliance Finance and Procurement Manager
Office of the Governor

AMENDMENT # 2
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#SW-ESA-12-2182-02Y3

between the

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

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

Section II, TERM OF CONTRACT
This amendment provides a new contract award amount for the third year of operations for a period of twelve months. The contract renewal period shall be effective July 1, 2013 through June 30, 2014.

Section IV, CONTRACT BUDGET
Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to $7,150 in additional funding available for reimbursement. This funding shall be allocated so that $4,875 is used for program operations with $650 used for administrative costs and $1,625 is used for Health and Safety in the Southwest Gas Corporation Low-Income Energy Conservation Program through June 30, 2014. The $7,150, in addition to the initial contract amount of $7,150 and the Amendment No. 1 amount of $6,000, results in a contract total amount of $20,300.

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

8-6-13
Michael A. Pastor — Date
Chairman

8-6-13
Approved as to form:
Bryan B. Chambers,
Deputy Attorney Principal

GOVERNOR'S OFFICE OF ENERGY POLICY

6-18-13
Leisa B. Brug — Date
Director

7/3/13
Travis Price — Date
Compliance/Finance and Procurement Manager
Office of the Governor

AMENDMENT # 1
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#SW-ESA-12-2182-02Y2

between the

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

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

Section IV, CONTRACT BUDGET

Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to $6,000.00 in additional funding available for reimbursement. This funding shall be used as follows:
Administration Costs $600.00
Program Operations $4,050.00
Health and Safety $1,350.00
for the Southwest Gas Corporation Low-Income Energy Conservation Program (SWG) through June 30, 2013. The $6,000.00, in addition to the initial funding provided for reimbursement of $7,150.00, brings the contract total amount to $13,150.00.

Section V, SCOPE OF WORK
Add the following two paragraphs to the Scope of Work under Section B, Specific Requirements, as additional requirements to the contract:

The Southwest Gas Corporation Approved Measures List is attached as Attachment A, incorporated herein by reference. The attached measures list shall govern which measures are allowable charge to Southwest Gas funds. All approved Southwest Gas measures shall follow the same rules as the Arizona Priority List for Single Family Homes and /or Mobile Homes depending on climate zones. Installation and workmanship requirements shall follow the State Plan and Weatherization Assistance Program Requirements. Buy downs for measures that do not return an SIR of greater than or equal to 1 in REM are disallowed. Any measure that does not return an SIR of greater than or equal to 1 must be allocated to the Health and Safety Budget. Audit costs are an allowable expense if no other funds are available for the audit, but the audit will be billed under administrative categories or Health and Safety.

Contractors must validate natural gas space heating and water heating for various measures, as noted on the attached Attachment A. In addition, measures must be cost-effective where indicated. Any questions or modifications to this list shall be directed to Southwest Gas via the Governor's Office of Energy Policy prior to approval. Any measures installed without prior approval and that do not meet the attached requirements will be disallowed for billing to Southwest Gas.

Section V. C, METHOD OF PAYMENT
Add the following sentence under Section V. C. 5, Reimbursement, as 5.d., regarding additional information on funding limitations:

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 OEP.

Section VI, REGULATION REQUIREMENTS
Replace the sentence in Section VI. B. with the following sentence regarding weatherization component costs per dwelling:

Weatherization component costs required to complete the necessary measures (excluding all administrative costs) shall not exceed $3,000 per household, unless prior approval is granted by Southwest Gas via the Governor's Office of Energy Policy. Approval will only be granted if the total investment meets program cost-effectiveness requirements.

Replace the sentence in Section VI. C. with the following sentence regarding eligibility of measures as cost-effective:

All measures must be determined to be eligible as cost-effective as set forth by SWG and the Weatherization Assistance Program.

Replace the sentence in Section VI. D. with the following sentence regarding budget limitations on health and safety expenditures:

The Health and Safety budget is capped at 25 percent of the total Contractor's budget, excluding administrative costs. Contractor's billing for Health and Safety expenses cannot exceed the 25 percent cap of the combined Program Operations and Health and Safety year-to-date actual expenditures. Priority shall be given to expending Program Operations so that the Health and Safety budget portion is not expended before Program Operations. No exceptions will be granted. Any health and safety expenditures in excess of $2,000 per house unit requires prior written approval.

Section VII, PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS
Replace the sentence in Section VII. B., Income Eligibility, No. 1, with the following sentence to clarify income eligibility:

1. Applicants are eligible whose income is at or below 150 % of the Federal Poverty Guideline income determined in accordance with criteria established by the Office of the Secretary, U.S. Department of Health and Human Services.

Add the following sentence in Section VII. B., Income Eligibility as No. 2 regarding recipients of measures funded by Southwest Gas:

2. All recipients of measures funded by Southwest Gas must be current Southwest Gas customers.

Revise Section VII. B., Income Eligibility, No. 2 to No. 3. Replace the sentence in Section VII. B., Income Eligibility, No. 3, with the following sentence providing new information on all household income calculations:

3. Income calculations must include ALL household income. Household members who have received cash assistance under TANF or SSI are **NOT** automatically eligible for Southwest Gas funds. The income calculation must include total household income of all household members.

Section IX, PRIOR WRITTEN APPROVAL REQUIREMENTS
Add the following sentence as No. 11 to the requirements:

11. Any health and safety expenditures in excess of $2,000 per house unit requires prior written approval.

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

4/2/13
Board of Supervisors Chairman — Date

Michael A. Pastor
Printed Name

Deputy Attorney Principal

4/2/13
Signature — Date

Bryan Chambers
Printed Name

GOVERNOR'S OFFICE OF ENERGY POLICY

2/25/13
Leisa B. Brug, Director — Date

2/27/13
Travis Price, Compliance Finance and Procurement Manager, Office of the Governor — Date

OEP CONTRACT NO. SW-ESA-12-2182-02Y2

WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT

BETWEEN

STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY

and

GILA COUNTY

THIS Weatherization Low-Income Assistance Contractual Agreement ("AGREEMENT") is made, by and between the **State of Arizona, Governor's Office of Energy Policy ("OEP")**, located at 1700 West Washington, Suite 250, Phoenix, Arizona 85007, and **Gila County, Office of Community Services ("Contractor")**, located at 5515 South Apache Avenue, Suite 200, Globe, Arizona 85501.

WHEREAS, A.R.S. § 41-101.01 and Executive Order 2011-02 authorizes OEP to execute and administer contracts.

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

WHEREAS, OEP desires to engage the Contractor to render certain services, hereinafter described, in connection with a Weatherization services work program funded by the Southwest Gas Corporation Low-Income Energy Conservation Program ("SWG") and passed through the OEP under the terms of the Memorandum of Understanding ("MOU") Contract No. M082-012, effective July 1, 2012 for a period of one (1) year until June 30, 2013.

In consideration of the representations and obligations hereunder, the OEP and Contractor agree as follows:

I. PURPOSE OF THE AGREEMENT

Contractor shall implement weatherization services under the terms of this AGREEMENT. The purpose of the Weatherization Assistance 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.

II. TERM OF CONTRACT

The effective date of this AGREEMENT is July 1, 2012 upon signature by both parties and continue through June 30, 2013, unless terminated, cancelled or extended as otherwise provided herein.

III. CONTRACT TYPE

Cost Reimbursement Sub-Grant.

IV. CONTRACT BUDGET

A. The total SWG budget for this AGREEMENT shall not exceed **$7,150.00.**

B. Contractor agrees that it will use the funds solely and strictly for the purposes outlined in the Scope of Work and in accordance with the attached Budget, Exhibit A, incorporated by reference.

V. SCOPE OF WORK

A. GENERAL REQUIREMENTS

Contractor shall 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 Contractor's service delivery area.

B. SPECIFIC REQUIREMENTS

The Contractor shall perform the services under this AGREEMENT, in accordance with the then existing edition of the Program Requirements, incorporated herein by reference. The current edition is attached to this AGREEMENT as Exhibit B. Program Requirements may change and the Contractor will be notified by the OEP. Contractor shall perform the services in accordance with the then existing edition of the Program Requirements immediately upon notification by OEP or actual/constructive notice by any other means.

C. METHOD OF PAYMENT

1. Program expenses for this AGREEMENT are allowable beginning the effective date of this AGREEMENT.

2. All reimbursement of travel expenses shall be paid in accordance with the Contractor'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.

3. The OEP shall provide to Contractor master templates for the Payment Request Form and the Financial Report Form to use in requesting SWG funds during the term of the AGREEMENT.

4. The Contractor shall submit to the OEP 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.

5. Reimbursement
   a. Reimbursement requests shall be submitted to the OEP on a Payment Request Form a minimum of once a month for services performed and work completed to date. Include reporting month, dollar amount requested, original signature, and date. The *COMPLETED/SUBMITTED JOBS* check-box section of the

Payment Request Form must be marked with 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 (Send list by email to Evelyn Billings)
- *No Completed/Submitted jobs this month* (No list is required)

b. Administration Line-item expense cannot be reimbursed unless Program Operations Expenses have been incurred. The total billed for the Administration Costs cannot exceed 10% of the combined total of the Program Operations and the Health and Safety payment requested.

c. 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 OEP will provide a report listing areas out of compliance and remedies needed to bring the request into compliance.

D. **REPORTS**

1. Weatherization Program Database Website

a) For each dwelling unit completed, the Contractor 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.

b) No later than the twelfth (12th) 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.

2. List of Client Jobs

a) 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 or attached as a separate document to the Payment Request Form. As applicable, the appropriate check-box must be marked on the Payment Request Form utilizing the following choices:

- *Completed/Submitted Job listing attached*
- *Completed/Submitted Job listing sent via email to* ebillings@az.gov

b) If there are no dwelling units completed and submitted as final on the website for a billing month, the following box on the Payment Request Form should be checked:

- *No Completed/Submitted jobs this month*

3. Financial Report Form

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

4. Monthly Detailed Expense Financial Reports
   a) Detailed financial expense documentation reports generated by Contractor's accounting system that reflect Contractor's Weatherization budget expenses must be submitted monthly with a Payment Request for the purpose of fiscal desk-audit monitoring.

5. Report Submittal Requirements
   a) The Payment Request Form and Financial Report Form shall be mailed to the OEP no later than the twelfth (12th) working day of the month on or before 5:00 P.M. taking into consideration any State holiday.

   b) Payment Request Forms must be submitted even if there was no production or fiscal activity during the report month.

   c) Final reports shall be submitted no later than July 26, 2013.

E. **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

F. **SERVICE TERRITORY**
Gila County, excluding tribal organizations.

VI. REGULATION REQUIREMENTS

A. As applicable, Contractor must follow conditions set forth by the U. S. Department of Energy, 10 C.F.R. pt. 440, and the OEP, in conjunction with the Arizona Department of Economic Security.

B. The cost per dwelling unit for labor, materials and program support expenditures shall not exceed $3,000.00 using SWG program funds.

C. All measures must be determined to be eligible as cost-effective as set forth by the Weatherization Assistance Program.

D. Total expenditures on Health and Safety and Durability measures are subject to budget limitations.

VII. PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS

A. Eligible Population and Certification of Eligibility
Contractor is responsible to follow the current Arizona Department of Economic Security ("DES") LIHEAP Policy Manual requirements for income level of 150% of Federal Poverty Guidelines as it pertains to the Weatherization Program. Copies of the Policy Manual will be provided by DES.

B. Income Eligibility
1. Applicants are eligible whose income is 150% 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.

2. Households including members who have received cash assistance payments under Temporary Assistance for Needy Families ("TANF") or Supplemental Security Income ('SSI"), are automatically eligible for Weatherization assistance.

C. Priority

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

1. Elderly persons
2. Persons with disabilities
3. Families with children
4. High residential energy users and households with a high energy burden

VIII. PROHIBITION AGAINST WEATHERIZATION SERVICES

Dwelling Units

1. 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.
2. 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.

IX. PRIOR WRITTEN APPROVAL REQUIREMENTS

Prior Written Approval from the OEP is required on the following:

1. All purchases of program vehicles or equipment over $4,999.
2. All purchase lease or lease-purchase of vehicles or equipment.
3. Weatherization training, program sessions, or workshops not sponsored by the OEP or DOE, and charged to Weatherization.
4. Adjustments to line items in the AGREEMENT budget.
5. Purchase of extended warranties for installed items on client homes.
6. Weatherization of all rental properties of four (4) or more units.
7. Replacement or repair of items in a rental unit that are the responsibility of the landlord under A.R.S. § 33-1324.
8. Specific references to written approval requirements listed in the latest edition of the Program Requirements, attached as Exhibit B.
9. 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.
10. Homes that have been weatherized after September 30, 1994 and reported to the OEP for contract credit.

X. ELIGIBILITY FOR STATE OR LOCAL PUBLIC BENEFITS; DOCUMENTATION AND VIOLATIONS

Contractors providing services as an agent 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 ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 in the delivery of services under this AGREEMENT.

XI. HISTORIC PRESERVATION:

Prior to the expenditure of Federal funds to alter any structure or site, the Contractor 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 OEP and the State Historic Preservation Officer ("SHPO") have developed a Statewide Programmatic Agreement ("PA"). As long as the contractor adheres to a scope of work in conformance with this executed PA, the contractor 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: http://www1.eere.energy.gov/wip/historic_preservation.html.

XII. INVENTORY

The Contractor 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. Description of inventory item
2. Manufacturer's serial number, model number, national stock number, or other identification number, and 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

Contractor shall update the Program Equipment Inventory list at the end of the program year. Inventory list shall include any inventory acquisition, disposition, and condition changes during the program. Upon request by the OEP, a copy of the Contractor's Program Equipment Inventory list shall be provided.

XIII. PROPERTY

All inventories acquired by funds provided through the OEP AGREEMENT become program property. Title to inventory acquired and defined under the AGREEMENT may vest upon expiration of the contract provided all terms and conditions of the contract have been met. This is pursuant to Office of Management and Budget ("OMB") Circular A-102, and 10 C.F.R. § 600.232(A) (1996).

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

A. The OEP may allow continued use of program inventory provided that a new AGREEMENT is executed and the inventory continues to be used as originally intended.

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

C. The OEP may take possession of the inventory.

XIV. CLIENT FILE REQUIREMENTS

A. 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 Contractor for a minimum of five years and be available for inspection by representatives of the OEP with reasonable advance notification.

B. 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.

C. Fuel Information Release Form

A fuel information release form signed by the applicant to allow the Contractor or the OEP to obtain a utility history for all metered fuels purchased by the applicant household. Refusal to sign fuel information release does not affect weatherization services available to applicants. If fuel information release is not signed by applicant, do not list 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.

D. Rental Properties

Rental properties may be weatherized under the terms of this AGREEMENT. **Prior written approval is required by the OEP for all rental properties of four (4) or more units.** 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 Contractor and the rental owner/agent, as part of the job record and client job file.

1. The owner of the rental property or the owner's agent shall agree in writing prior to performing the work, with a stipulation that the rental charge of said dwelling will not be increased for a minimum period of one year from the date of completion of Weatherization services as a consequence of the Weatherization investment.
2. The landlord is required to maintain fit premises pursuant to A.R.S. § 33-1324 (A)(4). The Contractor must obtain written permission from the OEP prior to repairing or replacing any items in the rental property the landlord is required to maintain.

SPECIAL TERMS AND CONDITIONS

XV. SINGLE AUDIT:

In compliance with the Single Audit Act of 1984 (Pub L. No. 98-502, as amended by Pub. L. No. 104-156, which is codified at 31 U.S.C. 7501-7507), grant sub-recipients organizations 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 A-133.

If your organization is subject to the annual audit requirements, then submit two copies of your organization's most recently completed audit in accordance with OMB Circular A-133 and the Management Letter, Findings and Questioned Costs to the OEP.

If your organization is not subject to OMB Circular A-133, submit two copies of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs to the OEP.

If your organization does not have a recently completed audit, submit 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 to the OEP.

XVI. MONITORING REQUIREMENTS:

Contractor acknowledges that requirements may change as governmental regulations change and assures that it will comply with applicable reporting and operational requirements related to the programmatic and financial performance of this grant.

XVII. AUDIT TRAILS:

Contractor shall maintain proper audit trails for all reports related to this AGREEMENT. The OEP reserves the right to review all program records, including fiscal and programmatic records.

XVIII. FUND MANAGEMENT:

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

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

Financial Management
Procurement
Personnel
Property
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 OEP reserves the right to review all business systems policies.

XIX. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this AGREEMENT shall be used for the project(s) outlined in this AGREEMENT. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the Contractor shall be for only the amount of dollars actually spent by the Contractor. For any funds received under this AGREEMENT for which the expenditure is disallowed by an audit exception by the OEP, the State or Federal government, the Contractor shall reimburse said funds directly to the OEP immediately, but not later than fifteen (15) business days, exclusive of state holidays.

XX. 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.

In addition, the Contractor shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this AGREEMENT, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other governmental entity's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

XXI. INSURANCE REQUIREMENTS

The Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this AGREEMENT, 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 AGREEMENT and in no way limit the indemnity covenants contained in this AGREEMENT. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this AGREEMENT by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor shall provide coverage with limits of liability not less than those stated below. Within ten (10) business days following notification of award, certificates of insurance must be submitted to the OEP, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the AGREEMENT.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury 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
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$ 50,000
• Each Occurrence	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this AGREEMENT.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Worker's Compensation	Statutory
Employer's Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH CONTRACTOR or subcontractor exempt under A.R.S. §23-901, AND when such CONTRACTOR or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this AGREEMENT is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this AGREEMENT; 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 AGREEMENT is completed.
b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this AGREEMENT.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this AGREEMENT.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this AGREEMENT.

C. NOTICE OF CANCELLATION

With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this AGREEMENT in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Each insurance policy required by the insurance provisions of this AGREEMENT shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits. Such notice shall be sent directly to The Governor's Office of Energy Policy, Evelyn Billings, Grants Administrator 1700 West Washington, Suite 250, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this AGREEMENT. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this AGREEMENT must be in effect at or prior to commencement of work under this AGREEMENT and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this AGREEMENT, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this AGREEMENT shall be sent directly to Evelyn Billings, Grants Administrator, the Governor's Office of Energy Policy, 1700 W. Washington, Suite 250, Phoenix, AZ 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this AGREEMENT at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

F. SUBCONTRACTORS

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL

Any modification or variation from the insurance requirements in this AGREEMENT shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal AGREEMENT amendment, but may be made by administrative action.

H. EXCEPTIONS

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

XXII. POLLUTION OCCURRENCE INSURANCE

If working with pollutants or any remediation exposures are part of the project then Pollution Occurrence Insurance ("POI") shall be added as a part of, or an addendum to, general liability insurance by Contractor and all subcontractors. If Contractor or subcontractors do NOT obtain POI coverage and damage occurs because of not following all aspects of Lead Safe Weatherization, or there is disturbance to any other environmental pollutants, the cost to do

remediation, clean up, relocation, medical expenses or any other resulting costs may not be charged to DOE Weatherization and must be covered by another funding mechanism.

XXIII. AMENDMENTS OR MODIFICATIONS

A. This AGREEMENT may be modified only through a written Amendment within the scope of the AGREEMENT, except as provided in (B) and (C) of this section. Changes to the AGREEMENT, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by OEP in writing or made unilaterally by the Contractor are violations of the AGREEMENT and of applicable law. Such changes, including unauthorized written Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this AGREEMENT based on those changes.

B. Either party shall give written notice to the other party of the following alterations that do not require a written amendment:

1. Change of Address
2. Change of telephone number
3. Change in authorized signatory
4. Change in the name and/or related contact information of the person to whom notices are to be sent.

C. Without limit, Administration Costs and Health and Safety funds may be moved to Program Operations as long the Budget Total is not exceeded as listed in Exhibit A - Budget. Any change shall be made in consultation with and approved in writing by the OEP Weatherization Program Manager but shall not require a formal contract amendment.

XXIV. SUBCONTRACTORS

The Contractor understands and agrees that no subcontract that the Contractor enters into shall in any way relieve the Contractor of any responsibility for performance of duties. Notwithstanding anything to the contrary contained in this AGREEMENT, the Contractor is not an employee or agent of the OEP. In the event the Contractor elects to retain a subcontractor, the Contractor hereby agrees to hold harmless, indemnify and defend the OEP, the State of Arizona, their officers, agents, employees, successors and assigns for any payment, loss, claim or liability including but not limited to, attorney fees associated with any subcontract entered into by the Contractor.

XXV. LOBBYING

The Contractor shall not pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this AGREEMENT.

XXVI. APPLICABLE LAW

All parties to this AGREEMENT shall comply with all applicable federal, state and local laws.

XXVII. LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

XXVIII. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. §35-154, every payment obligation of the State under the AGREEMENT is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this AGREEMENT, this AGREEMENT may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Contractor in support of this AGREEMENT.

Funds are not presently available for performance under this AGREEMENT beyond the current fiscal year. No legal liability on the part of the OEP for any payment may arise for performance under this AGREEMENT beyond the current fiscal year until funds are made available for performance of this AGREEMENT.

XXIX. ARBITRATION

In accordance with A.R.S. §12-1518, the parties agree to resolve all disputes arising out of or relating to this AGREEMENT through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

XXX. INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

XXXI. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any AGREEMENT, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the AGREEMENT on behalf of the state, its political subdivisions or any of the departments or agencies 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 of the AGREEMENT with respect to the subject matter of the AGREEMENT. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of cancellation unless the notice specifies a later time.

XXXII. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this AGREEMENT for a period of five years after completion of the AGREEMENT. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XXXIII. SUSPENSION OR DEBARMENT CERTIFICATION:

By signing the AGREEMENT, the Contractor certifies that the firm, business or person acting as a subcontractor submitting the bid or offer has not been debarred, suspended or otherwise lawfully been precluded from participating in any public procurement activity with any federal, state or local government. Signing the AGREEMENT without disclosing all pertinent information about a debarment or suspension shall result in rejection of the AGREEMENT or cancellation of the AGREEMENT. The OEP may exercise any other remedy available by law.

XXXIV. TERMINATION:

The OEP reserves the right to terminate the AGREEMENT at any time, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Contractor under the AGREEMENT shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

XXXV. NON-DISCRIMINATION

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XXXVI. THIRD PARTY ANTITRUST VIOLATIONS

The Contractor assigns to the OEP any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this AGREEMENT.

XXXVII. PROGRAM REVIEW AND SITE VISITS

The OEP has the right to make site visits at reasonable intervals for purposes of review of project accomplishments and management control systems and to provide technical assistance, if required. Contractor will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the OEP 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.

XXXVIII. RIGHTS IN DATA

The OEP may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to this AGREEMENT.

XXXIX. HEALTH & SAFETY

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

XL. OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA") GUIDELINES

The Contractor or 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).

XLI. ENTIRE AGREEMENT

This AGREEMENT, including exhibits, attachments, and modifications approved in accordance herewith, shall constitute the entire AGREEMENT between the parties and supersede all understandings, oral or written.

XLII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the AGREEMENT. This provision applies to work performed by subcontractors at all tiers. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT. Contractor shall declare all anticipated offshore services to the OEP.

XLIII. FEDERAL IMMIGRATION AND NATIONALITY ACT

The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the AGREEMENT. The State shall retain the right to perform random audits of the Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the AGREEMENT for default and suspension and/or debarment of the Contractor. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XLIV. E-VERIFY REQUIREMENT

The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. OEP retains the legal right to inspect the papers of any employee who works on the AGREEMENT to ensure that the contractor or subcontractor is complying with the warranty. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

Questions about E-Verify see website below:
http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=6a0988e60a405110VgnVCM1000004718190aRCRD&vgnextchannel=6a0988e60a405110VgnVCM1000004718190aRCRD

XLV. SCRUTINIZED BUSINESSES

In accordance with A.R.S. §35-391 and A.R.S. §35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XLVI. ATTORNEY FEES

In any litigation arising out of this AGREEMENT, each party shall bear all of its own attorneys' fees in the case.

XLVII. NOTICES

All notices, demands, and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

If to CONTRACTOR:
Gila County
Office of Community Services
5515 South Apache Avenue, Suite 200
Globe, AZ 85501

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

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

If to the OEP:
The Governor's Office of Energy Policy
1700 W. Washington, Suite 250
Phoenix, AZ 85007

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

Program/Technical Contact
OEP Assigned Auditor

Each notice shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to the OEP and Contractor within ten (10) days of any change affecting this provision.

IN WITNESS WHEREFORE, the parties hereto have executed this AGREEMENT.

STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY

By _____ **Date:** 6/26/12
Leisa B. Brug
Director
Or Authorized Signatory

_____ **Date:** 6/26/12
Travis Price
Compliance, Finance & Procurement Manager
Office of the Governor

GILA COUNTY

_____ **Date:** 7/17/12
Board of Supervisors
Chairman

Tommie C. Martin
Printed name

Chief Deputy County Attorney

_____ 7 17 2012
Signature Date

Bryan B. Chambers
Printed name

Exhibit A - Budget	
GILA COUNTY	
SWG Weatherization Program Budget	
OEP Contract Number SW-ESA-12-2182-02Y2	**SWG TOTAL BUDGET**
Contract to 6-30-2013	
1. Administration Costs	$650.00
2. Program Operations	$4,875.00
3. Health and Safety	$1,625.00
Budget Total	**$7,150.00**

EXHIBIT B

WEATHERIZATION

PROGRAM REQUIREMENTS

JULY 1, 2012
EDITION

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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 record 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 structures 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 measure 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 meet in addition to any other measures for which the REM Design is being conducted for.

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.

CLIMATE ZONES

Arizona Climate Zones used for the Cost Effective Priority Lists are the International Energy Conservation Code (IECC) 2009and 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
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.
It is expected that if a site specific computer audit is conducted, that the measures listed for the respected climate zone and building type are modeled with any additional measure and that the savings to investment report is run 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 $1900
    c. Existing System EF<=0.90
    d. EF >= 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 $1900
    c. Existing System EF<=0.90
    d. EF >= 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 $1900
    c. Existing System EF<=0.90
    d. EF >= 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.

   d. If existing windows are single pane, aluminum windows.

   e. Emissivity <+0.22

   f. 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 $1900
    c. Existing System EF<=0.90
    d. EF >= 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
    b. Not to exceed $2.50 per square foot
4. CFLs
    c. If existing lighting is incandescent bulb in use for 2 hours per day or more
    d. 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 $1900
    c. Existing System EF<=0.90
    d. EF >= 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.
    g. If existing windows are single pane, aluminum windows.
    h. Emissivity <+0.22
    i. 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
    b. Not to exceed $2.50 per square foot
4. CFLs
    c. If existing lighting is incandescent bulb in use for 2 hours per day or more
    d. 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 $1900
    c. Existing System EF<=0.90
    d. EF >= 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.
    j. If existing windows are single pane, aluminum windows.
    k. Emissivity <+0.22
    l. 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
    g. If there is an existing electric water heat
    h. Cost not to exceed $1900
    i. EF >= 2.4
    j. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    k. 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 $1900
    c. EF >= **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 <=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 $1700
    c. EF >= 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 <=0.22
c. Cost of storm windows not to exceed $15.00/ square foot

GENERAL WASTE HEAT ITEMS

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.

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 rational for not following the testing procedure.

1. Initial air leakage and room pressure tests
Duct repair
Envelope air sealing
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.

A. 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.

F. 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).

D. After initial duct repair is performed, evaluate if additional duct repair is possible.

E. 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 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.

D. The Health and Safety Policy must be followed at all times.

E. Perform air sealing with high-quality products. Weatherization products must be permanent and guaranteed for at least 15 years.

F. 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).

G .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 addition 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' 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.

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.

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.

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
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 systems air handler capacity.

- Airflow to each room shall match designed airflow calculations from the ACCA Manual J to within +/- 10%.

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
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 statues (44-1761- Definitions, and 44-1762 - Solar energy device warranties; installation standards; inspections) provides details on the requirements.

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 written a letter to the OEP Weatherization Manager stating the circumstances why this requirement cannot be meet and how they plan to address conducting the final inspections. This letter must be submitted annually at time of contract.

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.

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 $2000. 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 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 Health & Safety 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 a the vast difference in elevation changes from a few hundred feet above sea level to more than 7000 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. 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 $2000 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 a sign a form, provided by the weatherizing agency, indicating they have been informed (where applicable).
Biologicals 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 require 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 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 on site 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 that 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 or 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 that was 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:

a. See www.OutreachTrainers.org to find outreach trainers and/or their schedules

We can send you lists 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.
b. OSHA Education Center in your area may offer it - www.osha.gov/dte/edcenters/map.html
c. The OSHA Consultation office in your area may offer it, see
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 likeliness 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.
Local agencies must provide the occupant(s) of the dwelling unit with verbal and written information regarding the following:

a. Dangers of CO and smoke.
b. How to operate and reset the CO and smoke alarms.
c. How to read the CO alarm if there is a digital display.
d. 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.
e. How to change the batteries of CO and smoke alarms.

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:
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 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 manufactures 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.

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, NO2, 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) 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

The State of Arizona will be implementing ASHRAE 62.2 to the fullest extent possible as required by DOE WPN 12-1. Arizona will be implementing the ASHRAE standard in the following phases.

Phase 1 will consist training which will be conducted by the Southwest Building Science Technical Center this will be completed by August 2012. Training is to include knowledge of ASHRAE 62.2, how to calculate needed ventilation rates, and installation of necessary ventilation equipment.
Phase 2 will consist of installation and technical assistance from OEP field staff. Full Implementation will be required by June 30, 2013.

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 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 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. Make sure the existing refrigerator, 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 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.

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-2653 **Consent Agenda Item** **5. B.**

Special Meeting

Meeting Date: 07/15/2014

Submitted For: Malissa Buzan

Department: Community Services Division Division: GEST Department

Information

Request/Subject

Revised Signature Page to an Application to Apply for a Contract with Arizona Department of Economic Security, Rehabilitation Services Administration.

Background Information

On March 18, 2014, the Board of Supervisors approved the submission of an application to apply for a contract with the Arizona Department of Economic Security, Rehabilitation Services Administration (ADES/RSA).

Evaluation

On June 24, 2014, a revised signature page was received by Gila Employment and Special Training Program (GEST) from ADES/RSA.

The revision changed the original wording under the section Contract Term, from "This contract shall be effective on the date of last signature and shall end on September 30, 2019." to read , "This contract shall be effective October 1, 2014, or on the date of last signature whichever is later and shall terminate on September 30, 2019."

Conclusion

By signing the revised signature page, Gila County GEST Program will be in compliance with said request from ADES/RSA.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve and sign the revised signature page as requested by ADES/RSA.

Suggested Motion

Approval to sign and replace the signature page on a Contract Application between Gila County d/b/a Gila Employment and Special Training Program (GEST) and the Arizona Department of Economic Security, Rehabilitation Services Administration (ADES/RSA), which was previously approved by the Board of Supervisors on March 18, 2014, changing the section Contract Term to October 1, 2014, or on the date of last signature, whichever is later and shall terminate on September 30, 2019.

Attachments

Revised signature page to an Application for RSA DES

Original signature page to an Appliation for RSA DES

GEST Application RSA Contract DES

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Contract between the Department of Economic Security (the "Department") and
Gila County d/b/a/ Gila Employment & Special Training (the "Contractor").

WHEREAS the Contractor is:

[X] a Non-profit Organization as defined in Office of Management and Budget (OMB) Circular A-122;
[ ] a For-profit Organization; and

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S. §41-1954;

THEREFORE the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

Contract Term: This contract shall be effective October 1, 2014 or on the date of last signature whichever is later and shall terminate on September 30, 2019.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

Procurement Manager Signature

Typed Name

Title

Date

DES Contract I.D. No.:

Approved as to form:

Bryan B. Chambers
Deputy Attorney Principal

Date

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature of Authorized Individual

Michael A. Pastor

Typed Name

Chairman
Gila County Board of Supervisors

Title

Date

Contractor FEI Number:

Contractor Mailing Address:

Contact Name:

Title:

Phone Number:

Fax Number:

E-Mail Address:

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Contract between the Department of Economic Security (the "Department") and Gila County dba Gila Employment + Special Training (the "Contractor").

WHEREAS the Contractor is:

[X] a Non-profit Organization as defined in Office of Management and Budget (OMB) Circular A-122;
[ ] a For-profit Organization; and

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S. §41-1954;

THEREFORE the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

Contract Term: This contract shall be effective on the date of last signature and shall end on **September 30, 2019.**

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

Procurement Manager Signature

Typed Name

Title

Date

DES Contract I.D. No.:

Approved as to form:

Bryan B. Chambers
Gila County Deputy Attorney Principal

3-18-2014
Date

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature of Authorized Individual

Michael A. Pastor
Typed Name

Chairman,
Gila County Board of Supervisors
Title

3-18-2014
Date

Contractor FEI Number:
Contractor Mailing Address:

Contact Name:
Title:
Phone Number:
Fax Number:
E-Mail Address:

UNIFORM TERMS AND CONDITIONS
Version 9

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

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

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.

The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.12 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States.

Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such

changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which

such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

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

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

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

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

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SPECIAL TERMS AND CONDITIONS
Professional Services/Auto /Children-Vulnerable Adult Specific Term

1.0 **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:

1.1 **"Award Date"** means the date the contract is executed by the Department. This may or may not be the same date at the "Effective Date" which is the date specified on the Offer and Award or Signature page.

1.2 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.

1.3 **"Effective Date"** means the date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature page.

1.4 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

1.5 **"May"** indicates something that is not mandatory but permissible.

1.6 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

1.7 **"Should"** indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.

1.8 **"Vulnerable adult"** means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment

2.0 **Advertising, Publishing and Promotion of Contract..** In addition to the terms and conditions in Section 3.6 of the Uniform Terms and Conditions, the following shall apply:

2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:

2.2 "This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

3.0 **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:

3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling $500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:

1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
2. Summary schedule of prior audit findings
3. Auditor's Reports (detailed in the A-133)
4. Corrective Action Plan.

3.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

3.3 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

3.4 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.

3.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

4.0 Availability of Funds.

4.1 The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

5.0 Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a contractor;
3. A subcontractor of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

5.4

1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

5.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:

1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

The Certification for Direct Service Position is located at:
https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc

5.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

5.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check form is located at: https://www.azdes.gov/opac/

6.0 Certification of Cost or Pricing Data.

6.1 By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

7.0 Certification Regarding Lobbying.

7.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)

8.0 Code of Conduct.

8.1 The Contractor shall avoid any action that might create or result in the appearance of having:

1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
2. Acted on behalf of the State without appropriate authorization;
3. Provided favorable or unfavorable treatment to anyone;
4. Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
6. Loss of impartiality when advising the State

9.0 Competitive Bidding.

9.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

10.0 Compliance with Applicable Laws. In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:

10.1. In accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

10.2 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

10.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .

10.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352)as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian

tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

10.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.0 Confidentiality.

11.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

11.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

12.0 Contract Term and Option to Extend.

12.1 The term of the resultant contract shall be effective the date specified on Signature page and shall remain in effect until the specified date, unless terminated or cancelled.

12.2 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).

13.0 Cooperation.

13.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

14.0 Data Sharing Agreement.

14.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each DES Program sharing confidential data.

15.0 Equipment.

15.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

15.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.

15.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as

to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

15.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

15.5 Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or state law.

16.0 Reserved.

17.0 Evaluation.

17.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

17.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

18.0 E-Verify.

18.1 In addition to the terms and conditions in Section 3.10 of the Uniform Terms and Conditions, the following shall apply :

18.2 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, subsection A as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

18.3 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

18.4 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

18.5 The Department retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.2.

19.0 Fair Hearings and Service Recipients' Grievances.

19.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

19.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

20.0 Federal Immigration and Nationality Act.

20.1 In addition to the terms and conditions in Section 3.9 of the Uniform Terms and Conditions, the following shall apply:

20.2 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance

and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

20.3 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

21.0 Fees and Program Income.

21.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

22.0 Fingerprinting.

22.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

22.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

22.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this contract, the following provisions apply:

22.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.

22.3.2 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

22.4 Federally recognized Indian tribes will submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 36-594.01 (as may be amended).

23.0 Inclusive Contractor.

23.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

24.0 Indemnification and Insurance.

24.1 **Indemnification Clause:**

24.1 1. The parties to this contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

24.2 **Insurance Requirements:**

24.2.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

24.2.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **Minimum Scope And Limits Of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Blanket Contractual Liability – Written and Oral $1,000,000
- Fire Legal Liability $ 50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation**.

b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. **Business Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $ 500,000

- Disease – Each Employee $ 500,000
- Disease – Policy Limit $1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise** and shall be sent by certified mail, return receipt requested.

D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

E. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise**. The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance**. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL**: Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 24.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 24.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 24.2.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 24.0 above.

25.0 IT 508 Compliance.

25.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

26.0 Levels of Service.

26.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

26.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

26.3 Any administration within the Department may obtain services under this contract.

26.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

26.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.

26.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

27.0 Monitoring.

27.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

28.0 Non-Discrimination. In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:

28.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

28.2. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

28.3 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

28.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

> "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (*insert Contractor contact person and*

phone number here)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*"

29.0 **Notices.** In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:

29.1 All notices shall reference the contract number.

29.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

1. Change of telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
4. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

30.0 **Reserved**

31.0 **Order of Precedence.**

31.1 In addition to the terms and conditions in section 2.3 Contract Order of Precedence of the Uniform Terms and Conditions, the following shall apply:

1. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
    1. Division/Administration Special Terms and Conditions;
    2. ADES Special Terms and Conditions;
    3. Uniform Terms and Conditions;
    4. Scope of Work or Specification;
    5. Attachments;
    6. Exhibits;
    7. Documents referenced or included in the Solicitation.

32.0 **Pandemic Contractual Performance.**

32.1 The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

32.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

33.0 **Payments.** In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:

33.1 Rate (or) Fixed Price- The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable. The Department may authorize units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a

separate document and the amount of the Release Order may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.

33.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

33.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either offset the amount or withhold payment up to the amount in dispute or default.

33.4 Under no circumstances will the Department make payment to the Contractor that exceeds the units authorized as stated in section 33.1.

33.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

34.0 Payment Recoupment.

34.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

1. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
4. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
5. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
6. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
7. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
8. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
9. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
10. Any payments made for services rendered before the contract begin date or after the contract termination date.

35.0 Personnel.

35.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

36.0 Predecessor and Successor Contracts.

36.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

37.0 Professional Standards.

37.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

38.0 Rate Increase.

38.1 The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alterative option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.

38.2 Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

38.3 The Contractor shall submit the request for a rate increase to:
Procurement Manager, Contracts Administration
ADES Office of Procurement
1789 West Jefferson, Site Code 805Z
Phoenix, Arizona, 85007

39.0. Records. In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:

39.1 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:

1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
2. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
3. Include time and attendance records for individual employees to support all salaries and wages paid;
4. For Fixed Price with Price Adjustment contracts, include:
    1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
    2. Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
    3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
    4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures

39.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

39.3 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in Section 41.0 of the DES Special Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
2. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

40.0 Relationship of Parties.

40.1 In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall apply:

1. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
2. Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

41.0 Reporting Requirements.

41.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

41.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.

41.3 No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

41.4 All reports shall reference the contract number and be submitted to the person designated by the Department.

42.0 <u>Responsibility for Payments Indemnification</u>.

42.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

43.0 <u>Reserved</u>.

44.0 <u>Subcontracts.</u> In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:

44.1 Prior to adding a subcontractor to the contract, the Contractor shall submit a formal, written request to the Procurement Officer. The request shall:

44.1.1 Be on the Contractors company letterhead;

44.1.2 Be signed by an authorized representative of the Contractor; and

44.1.3 Contain the following information:

1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
2. The certifications required of the subcontractor (if any);
3. The subcontractor's small business status (if applicable);
4. The type of goods and/or services to be provided by the subcontractor;
5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.

44.1.4 The State reserves the right to request additional information deemed necessary about any proposed subcontractor.

44.2 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department within five (5) calendar days of the request.

45.0 <u>Substantial Interest Disclosure.</u>

45.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

45.2 Leases or rental agreements or purchase of real property which would be covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

45.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

46.0 Supporting Documents and Information.

46.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

47.0 Suspension or Debarment.

47.1 In addition to the terms and conditions in section 9.3 of the Uniform Terms and Conditions, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment).

48.0 Technical Assistance.

48.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

49.0 Termination for Any Reason.

49.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

49.2 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. §35-154as may be amended the provisions of this paragraph shall not apply.

49.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

50.0 Termination for Default. In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:

50.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

51.0. Transfer of Knowledge.

51.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

52.0 Transition of Activities.

52.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor

under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

53.0 Unallowable Costs.

53.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

53.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

1. OMB Circular A-87 for State, local and Indian Tribal Governments.
2. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
3. OMB Circular A-21 for educational institutions.
4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

54.0 Visitation, Inspection and Copying.

54.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

55.0 Warranty of Services.

55.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished

56.0 Limited English Proficiency

56.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34 (Exhibit 1).

57.0 Cooperation with the Department's Investigation

57.1 All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any ADES investigation, including but not limited to an Investigation by Division or Internal Affairs. Failure to adhere to this policy may result in ADES taking whatever actions it deems appropriate, from removal of the subject and or witness from working with ADES clients up to terminating the contract with ADES.

SCOPE OF WORK
Rehabilitation Instructional Services (RIS)
for individuals with various disabilities

1.0 ARIZONA DEPARTMENT OF ECONOMIC SECURITY (ADES) MISSION AND VISION STATEMENTS

1.1 ADES Mission: ADES promotes the safety, well-being, and self-sufficiency of children, adults, and families.

1.2 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.

1.3 Rehabilitation Service Administration (RSA) Mission: RSA will partner with eligible individuals who have disabilities to achieve employment outcomes and enhanced independence by offering comprehensive services and supports.

2.0 PURPOSE OF CONTRACT

2.1 The purpose of this contract is to purchase Rehabilitation Instructional Services for individuals with various disabilities who are RSA clients.

2.1.1 RSA clients who are deaf, hard of hearing, blind, visually impaired, or those who have combined vision and hearing loss are served under separate RSA contracts.

2.2 Legal Authority

2.2.1 Arizona Revised Statute (A.R.S.) §41-1954(A)(6) provides the ADES the authority to enter into contracts and incur obligations within the general scope of its activities and operations subject to the availability of funds.

2.2.2 RSA is authorized to provide this service under the Rehabilitation Act of 1973, as amended (29 USC Chapter 16, Subchapter I and Subchapter VII) and A.R.S. §23-503 Duties and Powers of Vocational Rehabilitation Division (i.e. Administration). RSA is authorized to purchase this service through the RSA Fee Schedule in accordance with Arizona Revised Statute 41-1954 H. 6.

2.3 Projected Utilization

2.3.1 It is the intent of ADES/RSA to ensure the service provision throughout the State of Arizona. This service is provided on an as needed basis. There is no guarantee of the number of service units authorized.

3.0 SERVICE DESCRIPTION

3.1 Arizona Taxonomy. Rehabilitation Instructional Services provide training in community living skills and activities directed toward personal and social adjustment.

3.2 Scope of Work, Definitions.

3.3 Rehabilitation Instructional Services includes a variety of instructional and rehabilitation services to assist RSA clients in achieving their individualized vocational and/or independent living goals and functioning more independently in the work place, the home and in the community. These services may be provided in either an individual or a group setting.

3.4 Rehabilitation Instructional Services include:

3.4.1 Orientation and Adjustment to Disability services,

3.4.2 Orientation and Mobility Training services,

3.4.3 Independent Living Skills Development services.

3.5 These services are not intended to:

3.5.1 Provide job development and placement assistance;

3.5.2 Assess the client's vocational skills or conduct a situational assessment

3.5.3 Teach specific vocational skills;

3.5.4 Provide therapeutic or other counseling interventions to address significant behavioral; or psychological issues.

3.6 The Contractor may provide **any or all** of the services listed in Section 3.3 above as indicated on the RSA Fee Schedule Application (Attachment 1).

3.7 Background Information

3.7.1 The Rehabilitation Service Administration is the administration within ADES that provides Vocational Rehabilitation (VR) services and Independent Living (IL) services to individuals with various disabilities.

3.7.2 Through the provision of VR services, RSA assists individuals in achieving integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Through the provision of IL services, RSA assists eligible individuals to increase their ability to function independently in their homes and in the community.

3.7.3 Individuals with disabilities need additional assistance from community providers, who are specialized in serving various disability populations in the areas of orientation and mobility, independent living skills development, or adjustment to disability services.

4.0 CONTRACTOR REQUIREMENTS

The Contractor shall:

4.1 GENERAL REQUIREMENTS

4.1.1 Provide services that are culturally relevant and linguistically appropriate to the population being served.

4.1.2 Communicate, either directly or through the assistance of professional services, in the native language of clients who have limited speaking ability or English is not their primary language and use all other appropriate and effective modes of communications used by clients (e.g., Spanish language, American Sign Language, etc.).

4.1.3 Make reasonable accommodations under the American with Disabilities Act (ADA) of 1990, as amended, to allow a person with a disability to take part in the training program (a wheelchair accessible location, enlarged print, etc.).

4.2 SERVICE REQUIREMENTS

4.2.1 Have a written program description that includes methods, strategies, techniques or tools to be used to assist clients in developing the skills and/or accomplishing service objectives stated in the *Client Service Summary* form (Exhibit A).

4.2.1.1 This form is in Excel format and it consists of four worksheets (tabs):

4.2.1.1.1 *Assessment* (Tab 1)

4.2.1.1.2 *Monthly Progress Report* (Tab 2)

4.2.1.1.3 *Client Attendance* (Tab 3)

4.2.1.1.4 *Service Closure* (Tab 4)

4.2.2 Provide ASSESSMENT services as follows:

4.2.2.1 Review and be familiar with the referral information and disability-related issues submitted by the referring RSA counselor via the *Referral for Services* prior to the initial meeting with the client.

4.2.2.2 Schedule a meeting with the client, and the client's representative if appropriate, and the referring RSA counselor for an in - person meeting within seven (7) business days upon

receipt of a *Referral for Services* form and a written RSA Purchase Authorization to discuss the client's disability related issues and assessment of service needs.

4.2.2.3 Assess the client's service needs by using existing information provided by the RSA Counselor (e.g. vocational assessment, psychological assessment, school records, etc.) and /or information provided by the client and, where appropriate, by the client's family or representative(s) as a primary source of information to the maximum extent possible and appropriate, and in accordance with confidentiality requirements.

4.2.2.4 Complete and submit:

4.2.2.4.1 The *Client Service Summary form* (Exhibit A), *Assessment section* (Tab 1) identifying the client's service needs and services to be provided that shall lead towards achievement of a successful attainment of desired skills.

4.2.2.5 Schedule and participate in a face to face meeting with the client, the RSA Counselor, and the client's legal guardian(s) (if necessary) in order to review the results of the assessment and recommendations for RIS services.

4.2.3 Provide REHABILITATION INSTRUCTIONAL SERVICES as follows:

4.2.3.1 Schedule a meeting with the client within seven (7) business days for service provision upon receipt of a written RSA Purchase Authorization.

4.2.3.2 Utilize modified equipment, fixtures, material or any other aids deemed necessary in order to meet the physical, mental or sensory needs of the client.

4.2.3.3 Use appropriate instructional techniques and resources in respect to cultural, gender, and lifestyle differences.

4.2.3.4 Monitor the client's progress and provide ongoing support/feedback to help the client understand his/her strengths and limitations, and encourage the client to improve his/her skills and behaviors.

4.2.3.5 Prior to making any changes to the level of service provision (e.g. increase or decrease of units of service or service setting), obtain the RSA Counselor's approval. A new or amended RSA Purchase Authorization may be issued to reflect these changes. Verbal authorizations are not permitted. If the client's service objectives change during the service provision, revise the *Client Service Summary form* (Exhibit A), *Assessment section* (Tab 1), include the date of revision, and obtain the RSA Counselor's and the client's approval of the revision.

4.2.3.6 Notify the referring RSA Counselor as follows:

4.2.3.6.1 Update monthly the client's progress by completing and submitting the *Client Service Summary form (Exhibit A), Monthly Progress Report* section (Tab 2) and *Client Attendance* section (Tab 3);

4.2.3.6.2 Contact the RSA Counselor within one business day if the client is encountering serious difficulties and problems that interfere with successful completion of the agreed upon objective(s); and

4.2.3.6.3 Complete service closure, for whatever reason, by completing and submitting the *Client Service Summary form* (Exhibit A), *Service Closure* section (Tab 4).

4.2.3.7 Schedule meetings with the RSA Counselor and the client, as needed, either via phone or in person to discuss the client's progress toward the achievement of the established service objective.

4.2.3.8 Provide the client with instructional material as appropriate, (text book, CD, or other format) to be used for retention of learned skills and application in real employment.

4.3 QUALIFICATION REQUIREMENTS

4.3.1 Require its personnel who will provide services and prepare progress reports to meet the following requirements:

4.3.1.1 A Master's Degree in a related field (e.g., Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of one year of full time employment working with individuals with disabilities; or

4.3.1.2 A Bachelor's degree in a related field (e.g. Rehabilitation Counseling, Deaf Studies, Psychology, Sociology, Education, etc.) and documentation of two years full time employment in working with individuals with disabilities; or

4.3.1.3 A high school diploma or GED and documentation of five (5) years of experience directly working with individuals with disabilities, preferably involved in the provision of vocational rehabilitation services.

4.3.2 Personnel who do not have the above qualifications, but who provide direct services under this contract shall have a high school diploma or G.E.D and one (1) year of documented experience (preferably working with individuals with disabilities and involved in the provision of vocational rehabilitation services). These individuals may be utilized as follows:

4.3.2.1 On a limited basis and when assigned tasks that would be considered preliminary or less technical in nature, and

4.3.2.2 Under the direction and supervision of staff member who meets the criteria in 4.3.1 above.

4.3.3 Sign Language Interpreting

4.3.3.1 Have a documented Sign Communication Proficiency Interview (SCPI) rating of Intermediate and above; or

4.3.3.2 Have American Sign Language Teacher's Certification (ASLTA) Qualified or Professional levels; or

4.3.3.3 Have any of the following national certification for sign language interpreting *and a valid license for interpreting in the State of residence or in State of Arizona when services are provided in Arizona*:

4.3.3.3.1 National Interpreter Certification (NIC),

4.3.3.3.2 Registry of Interpreters for the Deaf (RID)/Certificate of Interpretation, or

4.3.3.3.3 National Association of the Deaf Interpreting Certification (NAD) IV or V.

4.3.4 Foreign Language

4.3.4.1 Have basic competence in the subject language and ability to interpret effectively, accurately and impartially.

4.4 ADMINISTRATIVE REQUIREMENTS

4.4.1 Establish and maintain a case file record for all RSA clients who received these services to include the following:

4.4.1.1 *RSA Referral for Services*;

4.4.1.2 *RSA Purchase Authorization* (s);

4.4.1.3 *Client Service Summary* (Exhibit A) including *Assessment* (Tab 1), *Monthly Progress Report* (Tab 2), *Client Attendance* (Tab 3), and *Service Closure Report* (Tab 4);

4.4.1.4 The Contractor's personnel time spent providing service; and

4.4.1.5 Other documents relevant to the service provision.

4.4.2 Have a quality management plan in order to continuously monitor the delivery of services and to ensure that the service provision meets the client's objectives to include the following:

4.4.2.1 Incident management, corrective action and preventions;

4.4.2.2 Complaints and grievances;

4.4.2.3 Monitoring and evaluation the service provision, i.e., measurement of outcomes as it relates to the client's objectives, and the improvement of the quality of services; and

4.4.2.4 Routine monitoring of Contractor personnel and subcontractors to ensure the effectiveness of the relationship between the client and direct service personnel.

4.4.3 Adhere to the *Contractor Code of Conduct* (Exhibit B).

4.4.4 Adhere to the requirements of the Rehabilitation Act and its implementing regulations 34 CFR 361.51 Standards for facilities and providers of services. http://www.access.gpo.gov/nara/cfr/waisidx_02/34cfr361_02.html

5.0 PERFORMANCE EVALUATION

5.1 Service Outcome

The outcome for RIS services is for the client to acquire the skills necessary for successful employment as stated in the Client Services Summary (Exhibit A, Tab 1 and Tab 2).

5.2 Client Skill Level shall be measured as:
5.2.1 0-client demonstrates no skills;
5.2.2 1-client demonstrates limited or inconsistent skill performance;
5.2.3 2-client demonstrates basic, but inconsistent skill performance;
5.2.4 3-client demonstrates good and consistent skill performance;
5.2.5 4-client demonstrates superior skill performance.

5.3 Performance Standards
The Contractor shall meet the following minimum acceptable performance standards during the contract year:

5.3.1 Performance Standard 1: At a minimum, 80% of clients who were accepted by the Contractor and fully participated in the program shall have acquired and demonstrated Skill Level 3 for each skill stated in the Client Services Summary (Exhibit A, Tab 1 and Tab 2).

5.3.2 Clients who drop out of the program due to their dissatisfaction with the quality of the Contractor's service provision will be counted toward the Performance Standards.

5.3.3 Client's who drop out due to personal reasons, other than dissatisfaction with the Contractor's service provision, (e.g. medically-related conditions, incarceration, closed by RSA, or other reasons that cannot be attributed to the quality of the Contractor's service provision, etc.) will not be counted toward the Performance Standards.

5.4 ADES/RSA will conduct ongoing evaluation of the Contractor's performance in achieving the performance standard through the Contractor's monthly report and the data collected through the ADES/RSA Database.

6.0 NOTICES
The Contractor shall submit:
6.1 Contract related issues to RSA Contracts Unit at RSAContractsUnit@azdes.gov
6.2 Correspondence regarding individual service requests to the requesting RSA staff.

7.0 PAYMENT
7.1 Payment for RIS services shall be made to the Contractor in accordance with the payment units specified on the RSA Fee Schedule (Exhibit C) for each service type.

7.2 Payment for each service type is all inclusive which means it includes the Contractor's staff time, administrative cost, research, report preparation, time lost due to client missed appointment ("no shows"), travel time, and other cost associated with the service provision. RSA will not pay for these costs separately.

7.3 PAYMENT UNITS. The RSA Fee Schedule is based on the service setting and travel requirements for the service provision.
7.3.1 **Hourly Rate-Individual Setting.** One (1) Hour or sixty (60) minutes of actual time spent providing services to one RSA client.
7.3.2 **Hourly Rate - Group Setting** means actual time spent providing services to a client who is in attendance in a group of two (2) to six (6) clients.
7.3.3 Facility Based Service Provision means that services are provided at the Contractor's business location or facility location.
7.3.4 Local Itinerant Service Provision means that the Contractor's round trip from the Contractor's business location to the site of service provision is less than 35 miles.

7.3.5 Distant Itinerant Service Provision means that the Contractor's round trip from the Contractor's business location to the site of service provision is more than 35 miles and less than 60 miles.

7.3.6 Long Distance Itinerant Service Provision means that the Contractor's round trip from the Contractor's business location to the site of service provision is more than 60 miles.

7.4 The Contractor shall bill RSA only for the number of hours that have been provided up to the number of service units authorized by the RSA Counselor. The number of service units authorized by the RSA Counselor is based on the individual client's needs as discussed and agreed among the RSA Counselor, the client and the Contractor prior to authorizing services.

7.5 Billable time for Hourly Rate

7.5.1 The Contractor shall bill for actual time spent with: the client, and/or the client's RSA Counselor to discuss client case; and /or other community providers who provide services to either face-to-face or using other communication methods (e.g. phones calls) when service provision is fifteen (15) minutes or more.

7.5.2 A partial hour shall be billed in increments of a quarter of an hour (15 minutes). The Contractor may round the total time spent with the client to the nearest quarter of an hour (15 minutes). Example: 22 hours and 15 minutes = 22.25 hours; 22 hours and 30 minutes = 22.5 hours; 22 hours and 45 minutes = 22.75 hours.

8.0 REPORTING REQUIREMENTS

The Contractor shall submit the following reporting documents:

8.1 TO RSA PAYMENT AND BILLING UNIT
BY EMAIL @ AIBInvoiceScanning@azdes.gov

8.1.1 A complete Contractor Invoice form (Exhibit D) within fifteen (15) calendar days following the end of each calendar month for all clients who received service during that reporting month.

8.1.2 For Assessment: A complete, *Client Service Summary form (Exhibit A), Assessment section* (Tab 1) within ten (10) business days after the completion of the assessment;

8.1.3 For the provision of RIS services: a complete *Client Service Summary form (Exhibit A),* following within fifteen (15) calendar days following the end of each calendar month to include:

8.1.3.1 *Assessment section* (Tab 1) original or revised,

8.1.3.2 *Monthly Progress Report* section (Tab 2) and *Client Attendance* section (Tab 3) to report the client's progress cumulatively since the service inception.

8.1.4 *Service Closure* (Tab 4) within seven (7) business days after the service closure for any reason.

8.2 TO REFERRING RSA COUNSELOR

8.2.1 Any unusual incidents verbally within one (1) business day of the occurrence and a written report of the unusual incident shall be submitted within three (3) business days to the referring RSA Counselor. Unusual incidents include, but are not limited to:

8.2.1.1 Death of a client;

8.2.1.2 Alleged neglect, abuse, mistreatment or exploitation of a client (by anyone);

8.2.1.3 When the Contractor suspects that a client may be missing;

8.2.1.4 Suicide attempts by the client;

8.2.1.5 Client posing a threat to the physical or emotional well-being of an individual or Contractor's staff.

8.2.2 The client's absences within twenty-four (24) hours and in writing within three (3) business days.

8.3 TO RSA CONTRACTS UNIT

BY EMAIL @ RSAContractsUnit@azdes.gov

8.3.1 *Facility Location Chart* (Exhibit E) to report any changes in Service Location or addition and deletion of subcontractors.

8.4 OTHER REPORTING

8.4.1 RSA reserves the right to request the Contractor to submit additional or revised reports related to the service provision and contract performance. Reporting requirements may change during the contract term. The Contractor will be notified in writing about any change in reporting forms.

SCOPE OF WORK
Rehabilitation Instructional Services
for individuals with various disabilities
DEFINITIONS

1.0 **Orientation and Adjustment to Disability** services include a comprehensive and integrated set of instructions, mentoring and other services designed to provide individuals with disabilities with confidence, interpersonal and disability-specific skills, and a positive attitude toward disability that is needed for their achievement of competitive employment, community integration, and/or independence. It is anticipated that the provision of these services will assist individuals in adjusting to living and working with a disability, enhancing the likelihood of achieving long-term success in employment and independent living. These services may include, but are not limited to, the following:

1.1 Addressing various aspects of the client's disability and the impact of the disability on independent living and work;

1.2 Development of adequate social functioning in clients who are experiencing personal and interpersonal problems, whether pertaining to temporary situational stress or a disabling condition;

1.3 Guidance in social functioning and development of personal and social skills which can help a client cope more effectively with disability and/or life situations and their stresses;

1.4 Assistance in developing self-help skills through the client's own self-directed adjustment to and acceptance of their disability (ies), increased self-confidence, increased independence and independent problem solving, changed attitudes, broadened perspectives of available alternatives, increased communication skills, examination of goals and values, etc.

1.5 Training and support in self-advocacy to encourage clients to advocate for themselves in order to obtain the services and personal rights. Assistance may take the form of training in specific skills, providing encouragement and motivation to those needing it, or providing information and resources to clients

1.6 Guidance and assistance in developing natural supports in the community;

1.7 Instruction in personal habits, responsibility and productive decision making;

1.8 Referral to and instruction in utilization of disability–related services available in the community (e.g., Arizona Long Term Care, Arizona Health Care Containment Cost System, Arizona Department of Behavioral Health Services, etc.).

2.0 **Orientation and Mobility Training** services empower a client to safely navigate through one or more identified environments. These services may include, but are not limited to, the following:

2.1 Safe transfer and travel techniques;

2.2 Instruction in how to follow directions in order to reach a specific location;

2.3 Safe navigation of streets techniques;

2.4 Communication skills and strategies for contact with the public;

2.5 Use of public transportation and knowledge of routes and stops;

2.6 Use of the telephone for information and emergency procedures.

3.0 **Independent Living Skills Development** services include practical life skills education, guidance, or training in the activities of daily living. These services may include, but are not limited to, instruction in:

DEFINITIONS

3.1 Personal appearance, hygiene and grooming;
3.2 Learning to organize and dress for school or work (selection of appropriate attire);
3.3 Personal safety;
3.4 Personal management of medication(s);
3.5 Use of simple (low-technology) adaptive aids and devices
3.6 Appropriate use of personal care attendants;
3.7 Appropriate interpersonal skills necessary for successful integration into the community;
3.8 Financial planning, money management and budgeting, etc.
3.9 Meal planning and nutrition, etc.

DES 1-01-34
Limited English Proficiency

I. POLICY STATEMENT

The policy of the Department of Economic Security (the Department) is to provide quality and timely language assistance services to customers with limited English proficiency (LEP) to ensure meaningful access to programs, services, and activities. Each affected work unit of the Department shall:

- Develop and adhere to specific written procedures;
- Perform a needs and capacity assessment;
- Arrange for oral language assistance, as appropriate;
- Determine which of the Department documents meet the definition of a vital document;
- Translate vital documents into languages other than English;
- Provide notification to customers of the availability of language assistance services;
- Evaluate current Department Web sites for LEP compliance;
- Develop and implement standards to ensure LEP compliance on all future Web pages;
- Train all staff who are likely to have contact with Department customers and the management staff who support them;
- Develop and incorporate an accessible issue resolution process; and
- Monitor customer access to language assistance.

II. AUTHORITY

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
Arizona Constitution, Article 28

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d *et seq.* states, "No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Regulations implementing Title VI provide in part at 45 C.F.R. Section 80.3 (b):

"(1) A recipient [the Department is a 'recipient' under this law] under any program to which this part applies [generally any program that receives federal funds] may not, directly or through contractual or other arrangements, on ground of race, or color, or national origin:

(i) Deny an individual any service, financial aid, or other benefit provided under the program;

(ii) Provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program;

(2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program or the class of individuals to whom, or the situations in which such services, financial aid or other benefits, or facilities will be provided ... *may not directly, or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, because of their race, color or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program with respect to individuals of a particular race, color, or national origin.*" (emphasis added)

III. OVERVIEW

Title VI of the Civil Rights Act of 1964, as amended, requires that agencies take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency. For the purposes of this Policy, individuals with limited English proficiency (LEP) are defined as individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

The Department's LEP policy ensures that the Department, and all Department services regardless of funding source, comply with the requirements of Title VI of the Civil Rights Act of 1964 by setting out standards for its work units to follow. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any entity receiving federal financial assistance. The Department prohibits administrative methods or procedures that have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Department shall take adequate steps to ensure that their procedures do not deny, or have the effect of denying, individuals with LEP equal access to benefits and services for which such persons qualify. This Policy defines Departmental responsibilities to ensure that individuals with LEP can communicate effectively.

IV. SCOPE

This LEP policy, in its entirety, applies to all Department entities and contractors who provide direct Department services to Department customers. The Department and all work units who provide services, information, or assistance to Department customers shall be responsible for development of procedures to ensure compliance with the Department LEP policy. Areas that do not provide services, information, or assistance to Department customers are not responsible for developing procedures but, at a minimum shall designate an LEP contact to ensure compliance.

The DES Director's Office of Equal Opportunity (DOEO) and the DES Policy and Planning Administration's (PPA) Policy Unit are responsible for review and approval of work unit LEP procedures. This review will be limited to ensuring the work unit LEP procedure is consistent and in compliance with the Department LEP policy.

V. DEFINITIONS

Customer: Any applicant, claimant, or recipient of Department services, including LEP customers.

Executive Leader: The Director, Deputy Director, or Assistant Director or their designee with authority over a programmatic or administrative work unit.

Interpret: Providing a verbal translation between two or more persons in a language other than English. This may be done by on-site trained Department staff, contractors, or through commercially available resources, including but not limited to telephonic interpretation services.

Language Used Significantly: A language, other than English, that is used by five percent or 1,000 persons (whichever is smaller) who are eligible for a Department service or are likely to be directly affected by a Department program or activity in a specific geographic area.

Limited English Proficiency (LEP) Contact: The person within a work unit who is responsible for ensuring their program or administrative work unit is LEP compliant.

Limited English Proficient (LEP) Customer: Any prospective, potential, or actual recipient of benefits or services from the Department who cannot speak, read, write, or understand the English language at a level that permits effective interaction with the Department. This includes LEP parents or guardians of minor children who are customers or LEP customers.

Non-Vital Documents: Documents that are not critical to access Department benefits and services.

Translate: Providing a written document in a language other than English.

Vital Document: A document that conveys information that affects the ability of the customer to make decisions about his or her participation in the program. The decision of whether a document is vital may depend upon the importance of the program information, encounter, or service involved, and the consequence to the LEP person if the information is not provided accurately or in a timely manner.

Work Unit: A program or administrative area within the Department. Work unit includes all Department work units as well as its contractors that provide direct service to Department customers.

VI. STANDARDS

A. **General statement:** All Department staff shall provide services to Department customers in a manner that ensures the customer has meaningful access to their programs and activities for all persons, including those persons who have limited English proficiency.

B. **Compliance and enforcement:** It is the responsibility of each Executive Leader overseeing a Department work unit, program, or administrative area to ensure that activities within the Executive Leader's work unit are conducted consistent with both the Department LEP policy and the specific work unit LEP procedure.

C. **Work unit procedures:** Each work unit identified as warranting language assistance services shall develop specific written procedures related to language assistance services applicable to its program activities. These procedures must be consistent with the standards listed in the Department LEP policy. Written procedures shall address the following areas:

1. Provision of language services generally;

2. Identification and assessment of language needs;

3. Oral language assistance services;

4. Written translations;

5. Oral and written notification of the availability of language services;

6. Issue resolution rights;

7. Staff training on language service provision; and

8. Monitoring access to language assistance.

D. **Needs and capacity assessment:** The Department shall employ a four-step process to determine the need and capacity for LEP services. Specifically, each work unit shall determine and indicate in writing if it has direct contact with Department customers. If work unit determines that it does, then:

- Determine the number or proportion of LEP customers served;
- Determine the frequency of contact between LEP customers and the program;
- Assess the nature and importance of the program; and
- Assess available resources.

1. ***Each work unit shall identify the steps in their service delivery process and identify the anticipated number of customer interactions that occur at each of these steps.*** These steps could include points of contact with Department staff where customers get information or staff take an action that affects a customer's ability to meaningfully participate in a Department program or activity. These points of contact include Department offices, telephone numbers regularly used by the public, outreach activities, informational and operational Web sites, and written notices. These contacts may be face-to-face, telephonic, written, or electronic.

2. ***The Department shall identify the languages used by the populations it serves. Both the Department and each work unit shall use this information to determine the incidences in which the Department and work unit expect to interact with customers in various languages other than English.*** The Department shall use the most recent census data to determine overall language trends in Arizona. Other demographic data sources include information from other state agencies, commercial marketing data, school systems, community organizations, national ethnic organizations, the Internet, and internally gathered Department data. These trends will be used to determine the LEP population's alternative language needs. The Department will update this information with the issuance of new census data.

3. ***Each work unit shall annually assess the language assistance needs of its LEP customers and the capacity of its programs to meet these needs.*** Work unit procedures shall include the methods used to conduct this assessment, including areas where it intends to use departmentally produced data, and the frequency with which it will complete the assessment.

4. ***Each work unit shall implement a process for gathering and recording LEP customer language preferences:***

   a. The work unit procedures shall include sufficient detail to identify how the work unit gathers language preference information, where it stores the information, and how it will make the information readily available for future contact with LEP customers and for statistics-gathering purposes.

   b. Each work unit procedure shall include the use of language preference posters in each local office. These posters are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display posters in all its offices in which customer interaction is anticipated. These posters are developed, transmitted, and maintained as a departmental function.

E. Oral language assistance:

1. ***Each component, program, or administrative work unit of the Department shall arrange for oral language assistance to LEP customers in face-to-face and telephone contact:*** Work unit procedures shall identify the processes for providing oral language assistance and the method for obtaining these services. The oral language assistance portion of the work unit procedures for identifying individuals with LEP shall be consistent with those outlined in this policy. LEP services shall be provided free of charge upon the request of the customer. Work units may identify approaches specific to their work unit, but all procedures shall include the minimum Department standard of ensuring that the provision of bilingual/interpretive services is prompt and without undue delays. Necessary time frames may vary based upon the nature and importance of the service. For example, time frames for emergency services may be different from those time frames for non-emergency services. In most circumstances, this requires language services to be available within reasonable time frames during all operating hours by:

   a. Establishing interpreter service contracts. The Department maintains contracts with multiple vendors to provide verbal interpretation. The Office of Procurement shall provide direction to all work units on how to access and use contracts for interpreter services. Work units shall, in their procedures, identify how they shall request and coordinate these services. In addition, services through commercially available telephonic interpretation services shall be available when needed.

   b. Implementing a means to compensate bilingual staff. Subject to the availability of funds, the Department has a bilingual stipend program in place that operates under DES 1-26-26, *Bilingual Stipend for Certified Employees*. This program compensates bilingual staff who meet required standards for performing verbal interpretation services. Work unit procedures shall identify the offices in which a need for bilingual staff has been established and which languages are needed.

   c. Orally translating vital documents into languages other than English for LEP customers.

2. ***Location and Accessibility of LEP Services*:** Work units shall ensure that their procedures include provisions that respond to the language needs of the populations in each area in which the work unit provides services. Each work unit shall determine the most efficient and effective means to meet these needs. Accommodations such as translations of commonly requested documents, bilingual staff, and telephone interpreter services should be made available at locations that are readily accessible to the public, such as information desks, security checkpoints, and public information telephone lines.

3. ***Use of Bilingual Staff: The Department will make reasonable efforts to recruit and have bilingual staff*** employed in programs and activities where the number or percentage of LEP customers or potential LEP customers is statistically significant, or where the frequency of contact with such persons makes the employment of bilingual staff a more cost effective, efficient, and effective mode for communication:

   a. Each work unit shall make a decision to employ bilingual staff after a needs assessment, with due consideration given to the budgetary, personnel, and other constraints of the work unit.

   b. Bilingual staff or contractors must be assessed for bilingual proficiency. Work units should ensure that individuals providing interpretative services possess a level of fluency and comprehension appropriate to the specific nature, type, and purpose of information at issue.

4. ***Unacceptable Practices:*** Work units should only use family members or friends to interpret for LEP customers if the LEP customer insists on using the friend or family member after Department-provided language services have been offered. Minor children should never be used to interpret, except in emergencies. If additional services are required, any information obtained utilizing a minor child as the interpreter shall be verified through an approved interpreter after the emergency situation has closed.

F. **Translation of written materials:** Each work unit must identify its vital documents. Vital documents include, but are not limited to, the following for any service, benefit, program, or administrative work unit provided by or contracted with the Department:

- Applications;
- Recertification or renewal applications;
- Documents that require a response;
- Letters or other written documents that contain information regarding participation in a program;
- Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;
- Consent and complaint forms;
- Appeal rights and grievance procedures;
- Written tests that do not assess English language competency but test competency for a particular license, job, or skill for which knowing English is not required.
- Notices advising LEP persons of free language assistance; and
- Any other document that the work unit deems vital due to the importance of the program, information, encounter, or service involved and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

1. ***Each work unit shall translate its vital documents according to the requirements outlined in the DES Translation Requirements document. Documents identified as vital shall be translated into languages used significantly by its LEP customers***. The Department maintains two approved processes for having written material, including required posters and signs, translated to languages other than English:

   a. The Department Office of Graphics and Design; or

   b. A state-approved translation contract.

   Using one of these two processes ensures the quality of the translation activity. Department documents for official public use may not be translated using any other method. Work unit procedures shall identify which method for translation will be used within the work unit. The work unit procedure shall also include a listing of the documents that meet the definition of a vital document.

2. ***Each work unit shall respond to written communications from LEP customers in a manner that is consistent with this policy.*** Work unit procedures shall address a process to ensure that LEP customer case records are noted as LEP when work unit staff receive information from a customer in a language other than English. Work unit staff shall interact with the individual in a manner consistent with the Department LEP policy unless the customer indicates otherwise.

3. ***Each work unit should be sensitive to the literacy levels of the LEP public.*** There are situations in which the use of translated written material may not meet the needs of some Department LEP customers. Some languages are historically unwritten or some LEP customers may be illiterate in their native language. Work unit procedures must ensure that staff use the most effective means to communicate with LEP individuals. This may include either verbal or written communication.

G. Institutional considerations for translation:

1. ***Each work unit shall ensure that the public is aware of available interpretation and translation assistance.*** Each work unit shall include on all documents that are not translated into a language other than English a statement in each significantly used language indicating that all persons have the right to free language assistance and how the assistance can be obtained. This notification shall be included on all documents that are routinely disseminated to the public, including electronic text. This language shall be placed near the front of the document in a format that brings attention to it.

2. ***Each work unit shall ensure that its electronic sources for providing vital information are LEP compliant.*** The Department and each work unit shall ensure that its Web sites and other electronic sources for vital information or documents provide this information in significantly used languages other than English. Web sites shall prominently display access to non-English versions of this information on any page that may be used as the initial point of contact for LEP individuals. Web sites shall also identify methods to access language assistance free of charge.

3. ***The Department shall produce and each work unit shall readily make available to its customers, an LEP Rights pamphlet in English and all other significantly used languages.*** The pamphlet shall explain that LEP services are available from the Department free of charge and shall explain procedures for accessing these services.

4. ***Each work unit may translate non-vital documents into languages other than English, except to the extent prohibited by the Arizona Constitution, Article 28, English as the Official Language.***

H. **Training:** Training shall include a consistent message explaining why it is important for the Department to ensure that LEP customers are served in a manner consistent with this policy. Persons with specific knowledge of Title VI of the Civil Rights Act and the requirements contained therein shall develop this training. Training shall include, but not be limited to:

1. ***General training*** for all staff on the importance of providing services for individuals with LEP.

2. ***Work unit-specific training*** to ensure that work unit staff that deal with or are likely to have contact with Department customers are trained on the LEP policies and procedures. This includes, but is not limited to, specific training for staff who have LEP customer contact to work effectively with in-person and telephone interpreters.

3. ***Technical assistance training*** for LEP contact staff.

4. ***Management level training*** for supervisors and administrative staff assisting staff with direct customer contact.

I. **Providing notice to LEP customers of the availability of language assistance services and outreach:** Work unit procedures shall identify how to inform LEP customers of the availability of free language assistance services. The work unit shall make the notification at the first point of contact. Notification includes signs in intake areas or other customer entry points, outreach documents such as brochures or booklets, LEP posters and pamphlets, and telephone menus in significantly used languages:

1. The work unit shall provide the notification of free language assistance in the language of the LEP customer. LEP persons should also be advised that they may use an interpreter of their own choosing at their own expense.

2. Consistent with its commitment to partnership and outreach, the Department engages in comprehensive outreach to ensure awareness by LEP persons of its programs and activities. Outreach includes the use of ethnic media such as radio, television, newspapers, magazines, Web sites, faith-based organizations, community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support Department outreach efforts in relation to the programs it administers and the services it provides.

3. Work unit procedures shall include provisions to ensure that Web pages accessible to members of the general public include information on the availability of language assistance.

4. The Department shall maintain copies of written documents such as flyers or pamphlets intended to be used to notify persons of language assistance. Pamphlets shall be maintained in locations in which direct service to Department customers is provided and shall be readily available to customers without the need of Department staff intervention.

J. Monitor access to language assistance:

1. ***Each work unit shall institute procedures to monitor the accessibility and quality of language assistance activities for LEP customers.*** Work unit procedures shall include specific time frames and methods to reassess language assistance activities to ensure that the services provided by the work unit address the actual needs of the LEP customers based on actual experiences of the work unit. Work unit procedures shall ensure that such monitoring is completed no less than every 12 months. Work unit procedures should include a process for obtaining community and customer feedback in this activity through surveys, questionnaires, or other means. Data collection and record keeping are key to an effective monitoring and compliance system. In order to determine the validity of any language assistance complaints, it may be necessary to analyze and review data that reflect how the work unit provides services to LEP customers. Data collection also allows the work unit to obtain an overview of how their services are provided. The work unit procedure shall include data collection and record keeping requirements to ensure that these assessments are fact-based and reflect actual current activity. The work unit shall assess the effectiveness of its LEP policies based on:

   a. Current LEP populations in service areas or population or specific populations encountered;

   b. Frequency of encounters with LEP customers;

   c. Nature and importance of activities to LEP customers;

   d. Availability of resources, including technological advances, additional resources, and the costs imposed;

   e. Whether existing assistance is meeting the needs of the LEP customers;

   f. Whether staff know and understand the LEP procedures; and

   g. Whether identified sources for assistance are still available and viable.

   Work units shall utilize the departmental monitoring survey instrument. This tool identifies all mandatory points of review for each work unit. Work units shall forward this information and the completed survey to the DOEO and the Department's Office of Policy no less than annually for review. The DOEO will report the results to the Director.

2. ***Each work unit shall develop and maintain a data collection system that ensures the availability of data that includes the race and ethnicity of, customers served in its programs, the frequency of contact, and the primary language of those persons.*** Work unit procedures shall require the collection of data on which the work unit has based language needs assessment; the number of LEP customers, by language group, who received language services; names and classifications of staff receiving training and dates of training. Work unit procedures shall include activities that are designed to ensure that the work unit:

   a. Has up-to-date information on language needs in the communities it serves;

   b. Has an adequate number of oral translators to ensure timely compliance with LEP needs;

c. Translates vital written documents into the languages needed by the communities being served;

d. Has adequate supplies of translated materials;

e. Trains those staff required to be trained in LEP activities; and

f. Keeps notification material up-to-date.

Work unit procedures shall also reflect those activities that it must perform in order to comply with overall Department monitoring practices.

K. Provision of technical assistance: ***Each work unit shall identify an LEP contact for work unit staff. Work unit procedures shall include a process to ensure that LEP-related questions that arise are addressed in a timely and efficient manner.*** The LEP contact shall be available to coordinate efforts towards compliance with the Department's LEP policy and the work unit's LEP procedures. Work unit procedures shall, at a minimum, include a process for direct service staff to elevate LEP questions to their LEP contact. The work unit procedure shall also include time frames for the LEP contact to respond or to elevate the question to the DOEO. The DOEO shall provide technical assistance to the LEP contact or solicit additional assistance from the Director's Office or the Office of the Attorney General.

L. Issue resolution:

1. ***Work unit level process:*** Work units shall create a procedure outlining an LEP issue-resolution process that shall be used to resolve a concern or dispute arising from any action or inaction taken by Department staff in administering programs or providing services. The work unit process shall be the Level I resolution process.

   a. The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying.

   b. Work units shall ensure that any forms needed to request review of LEP-related decisions are available at any location in which work unit customers may receive services.

   c. The work unit shall conduct the Level I procedure in a language that is understandable by the person raising the concern. The work unit shall make appropriate use of interpreter services, contracted provider services, or other resources needed to facilitate the dispute resolution process.

   d. The Level I process shall include the following:

      The manager in charge at the site where an LEP-related concern is filed or his or her designee will review the complaint with the assistance of the work unit LEP contact. Staff shall reduce oral complaints to writing and shall place them in the appropriate case record. At any point in the process, the manager is empowered to resolve the complaint using methods and practices outlined in the Department LEP policy and the work unit LEP procedures. It is the intention of the Department and the work unit that most LEP issues will be resolved at this level. The Level I resolution process shall be completed no later than three days

following the day of receipt of the complaint unless the LEP customer requests a delay in the process. The manager shall ensure that all reasonable measures are pursued to immediately verbally notify the LEP customer of the outcome of the issue resolution. The Department shall provide a written confirmation of the decision within five business days.

2. ***Department Level Process:*** The Department process is initiated whenever a LEP customer expresses in writing to the Department that the work unit attempt to resolve the issue at the Level I process has not met their need. This LEP issue escalation process ensures the rights of LEP customers to have concerns resolved in their preferred language. Inherent in this process is the availability of the DOEO to assist either the Department or the LEP customer in resolving a concern. This process conforms to other issue resolution/grievance processes in regard to required time frames, based upon the program(s) from which the LEP customer is seeking service.

   a. **Level II:** If no resolution can be reached at Level I, the notification to the LEP customer shall include the right to pursue the grievance, the time frames, and the process to request verbally or in writing an Executive Leader (EL) review and decision. The EL may request assistance from the DOEO with the cooperation of the work unit LEP contact. Level II action shall occur within five working days of receipt of the request for review of the Level I decision from the LEP customer. The Executive Leader shall ensure that the LEP customer receives written notice of the outcome of the Level II review and advises the LEP customer of the method and time frame to obtain a Level III review.

   b. **Level III:** In the rare instances where no resolution can be accomplished at the Level II review, the LEP customer may request a final decision from DOEO. If the LEP customer is not satisfied with the DOEO-proposed resolution, the DOEO will again inform the LEP customer of their rights to file with the appropriate federal agency. This process will be completed within five working days of receipt of the request for review of the Level II decision from the LEP customer.

VII. PROCEDURES

This policy is supported by a departmental procedure which identifies how action related to this policy will be conducted, including responsibilities, time frames, and required actions. To view this procedure, access the link below.

DES 1-01-34-01 *Limited English Proficiency Procedures*

In addition, specific Division procedures can be found at this intranet Web page:

http://intranet.azdes.gov/main.aspx?menu=84&id=14558.

Arizona Department of Economic Security Rehabilitation Services Administration
CLIENT SERVICE SUMMARY
ATTENDANCE REPORT

Reporting Month/Year												
Contractor's Name												
Contract Number												
RSA Client's Name												
RSA Counselor's Name												
Name of Contractor's staff who prepared this report												

A	B	C	D	E	F	G	H	I	J	K	L	M
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month10	Month11	Month12
MONTH *Enter the service month "JAN, FEB, MAR, APR, MAY, JUN, JUL, AUG, SEP, OCT, NOV, DEC" in Columns Month 1 through Month 12.*												
	NUMBER OF HOURS *Enter the number of hours below that Client attended or received services during the reporting period AND cumulatively for all previous month. Months are by column. Use up and down arrow keys to navigate days of month.*											
DAY OF MONTH	Month 1 Hours	Month 2 Hours	Month 3 Hours	Month 4 Hours	Month 5 Hours	Month 6 Hours	Month 7 Hours	Month 8 Hours	Month 9 Hours	Month10 Hours	Month11 Hours	Month12 Hours
Day 1												
Day 2												
Day 3												
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Arizona Department of Economic Security Rehabilitation Services Administration
CLIENT SERVICE SUMMARY
ATTENDANCE REPORT

Reporting Month/Year	
Contractor's Name	
Contract Number	
RSA Client's Name	
RSA Counselor's Name	
Name of Contractor's staff who prepared this report	

A	B	C	D	E	F	G	H	I	J	K	L	M
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month10	Month11	Month12
MONTH *Enter the service month "JAN, FEB, MAR, APR, MAY, JUN, JUL, AUG, SEP, OCT, NOV, DEC" in Columns Month 1 through Month 12.*												
	NUMBER OF HOURS *Enter the number of hours below that Client attended or received services during the reporting period AND cumulatively for all previous month. Months are by column. Use up and down arrow keys to navigate days of month.*											
DAY OF MONTH	Month 1 Hours	Month 2 Hours	Month 3 Hours	Month 4 Hours	Month 5 Hours	Month 6 Hours	Month 7 Hours	Month 8 Hours	Month 9 Hours	Month10 Hours	Month11 Hours	Month12 Hours
Day 25												
Day 26												
Day 27												
Day 28												
Day 29												
Day 30												
Day 31												
TOTAL HOURS												
	SUM	SUM	SUM	SUM	SUM	SUM	SUM	SUM	SUM	SUM	SUM	SUM

Exhibit A Tab 7

Arizona Department of Economic Security
Rehabilitation Services Administration
DISABILITY SERVICE SURVEY
MONTHLY PROGRESS REPORT

Reporting Month, Year	
Contractor's Name	
Contract Number	
DDA Client's Name	
RSA Counselor's Name	
Name of Contractor's staff who prepared this report	

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
SERVICE MONTH *Enter the service month as JAN, FEB, MAR, APR, MAY, JUN, JUL, AUG, SEP, OCT, NOV, DEC in Column C Month 1 through Month 12*		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month10	Month11	Month12	
SKILL DEVELOPMENT *Enter the client's progression in skill development by entering 0,1, 2, 3 or 4 skill level each month and cumulatively for all months in the reporting "year"*	Starting Skill Level	Month 1 Skill Level	Month 2 Skill Level	Month 3 Skill Level	Month 4 Skill Level	Month 5 Skill Level	Month 6 Skill Level	Month 7 Skill Level	Month 8 Skill Level	Month 9 Skill Level	Month10 Skill Level	Month11 Skill Level	Month12 Skill Level	**SERVICES PROVIDED** *Describe services provided in the Column for each skill and service objective. Use to include: service date, name of Contractor's staff service, service objective to be met, services actually provided, s.b. used to meet, and actual objective met or not, as required for the reporting period*
1. ORIENTATION AND ADJUSTMENT TO DISABILITY *Enter the services here*														
2. GROWTH OF THE DISABILITY *Enter the services here*		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month10	Month11	Month12	
3. INDEPENDENT LIVING SKILLS *Enter the services here*		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month10	Month11	Month12	

[illegible]
Rehabilitation Services Administration
CLIENT SERVICE SUMMARY
MONTHLY PROGRESS REPORT

Reporting Month/Year	
Contractor's Name	
Contract Number	
RSA Client's Name	
TSA Counselor's Name	
Name of Contractor's staff who prepared this report	

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	
SERVICE MONTH *Enter the service month as "JAN, FEB, MAR, APR, MAY, JUN, JUL, AUG, SEP, OCT, NOV, DEC" in Columns Month 1 through Month 12*														
SKILL DEVELOPMENT *Enter the client's progression in skill development by entering 1, 2, 3 or 4 skill level each month and cumulatively for all months in the columns "B-N"*	Starting Skill Level	Month 1 Skill Level	Month 2 Skill Level	Month 3 Skill Level	Month 4 Skill Level	Month 5 Skill Level	Month 6 Skill Level	Month 7 Skill Level	Month 8 Skill Level	Month 9 Skill Level	Month 10 Skill Level	Month 11 Skill Level	Month 12 Skill Level	**SERVICES PROVIDED** Describe service provision in the Column for each skill and service objective. Can be include: service date, name of Contractor's staff Service, service objective to be met, services actually provided, activities involved, and actual objective met or skills acquired for this reporting period
1. ORIENTATION AND ADJUSTMENT TO DISABILITY List service objectives below														
2. ORIENTATION AND MOBILITY List service objectives below		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	
3. INDEPENDENT LIVING SKILLS List service objectives below		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	

Arizona Department of Economic Security Rehabilitation Services Administration

CLIENT SERVICE SUMMARY

ATTENDANCE REPORT

Reporting Month/Year												
Contractor's Name												
Contract Number												
RSA Client's Name												
RSA Counselor's Name												
Name of Contractor's staff who prepared this report												

A	B	C	D	E	F	G	H	I	J	K	L	M
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month10	Month11	Month12
MONTH *Enter the service month "JAN, FEB, MAR, APR, MAY, JUN, JUL, AUG, SEP, OCT, NOV, DEC" in Columns Month 1 through Month 12.*												
	NUMBER OF HOURS *Enter the number of hours below that Client attended or received services during the reporting period AND cumulatively for all previous month. Months are by column. Use up and down arrow keys to navigate days of month.*											
DAY OF MONTH	Month 1 Hours	Month 2 Hours	Month 3 Hours	Month 4 Hours	Month 5 Hours	Month 6 Hours	Month 7 Hours	Month 8 Hours	Month 9 Hours	Month10 Hours	Month11 Hours	Month12 Hours
Day 1												
Day 2												
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Arizona Department of Economic Security Rehabilitation Services Administration
CLIENT SERVICE SUMMARY
ATTENDANCE REPORT

Reporting Month/Year												
Contractor's Name												
Contract Number												
RSA Client's Name												
RSA Counselor's Name												
Name of Contractor's staff who prepared this report												

A	B	C	D	E	F	G	H	I	J	K	L	M
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month10	Month11	Month12
MONTH *Enter the service month "JAN, FEB, MAR, APR, MAY, JUN, JUL, AUG, SEP, OCT, NOV, DEC" in Columns Month 1 through Month 12.*												
	NUMBER OF HOURS *Enter the number of hours below that Client attended or received services during the reporting period AND cumulatively for all previous month. Months are by column. Use up and down arrow keys to navigate days of month.*											
DAY OF MONTH	Month 1 Hours	Month 2 Hours	Month 3 Hours	Month 4 Hours	Month 5 Hours	Month 6 Hours	Month 7 Hours	Month 8 Hours	Month 9 Hours	Month10 Hours	Month11 Hours	Month12 Hours
Day 25												
Day 26												
Day 27												
Day 28												
Day 29												
Day 30												
Day 31												
TOTAL HOURS												
	SUM	SUM	SUM	SUM	SUM	SUM	SUM	SUM	SUM	SUM	SUM	SUM

Client Service Plan
Service Closure

1. GENERAL INFORMATION	
Reporting Month/Year	Tab to begin
Contractor's Name	
Authorization Number	
Contract Number	
RSA Client's Name	
RSA Counselor's Name	
Name of Contractor's staff who prepared this report	

2. REASONS FOR CLOSURE	Mark an "X" below, next to the applicable statement
Client did not complete the planned services due to personal reasons (e.g. incarceration, medical problems, loss of contact with RSA,	
Client did not complete the planned services due to dissatisfaction with the Contractor's service provision (explain). Mark with "X" then tab to explain.	Please type explanation here.
Client successfully completed this program by accomplishing the majority of the planned service objectives	

3. CLIENT'S ACCOMPLISHMENTS	Mark an "X" below, next to the applicable statement
Client successfully developed the following skills and achieved Level 3 in each skill area below.	
ORIENTATION AND ADJUSTMENT TO DISABILITY	
ORIENTATION AND MOBILITY	
INDEPENDENT LIVING SKILLS	
Client did not achieve Level 3 in the following areas (provide a brief explanation)	

Exhibit B

Code of Conduct

The Contractor shall adhere to the following Code of Conduct:

1.0 Subcontract with or recommend only those individuals or organizations that are culturally sensitive, who meet accessibility standards for the disabled, and who do not discriminate based on ethnicity, gender, age, race, religion, marital status, sexual orientation, or socioeconomic status. Subcontractors and their credentials need to be approved by RSA Central Office prior to providing services under this contract.

2.0 The Contractor, its personnel, subcontractors and any other individuals on the Contractor's premises shall:

2.1 Represent himself/herself accurately to RSA clients and shall not mislead the clients regarding the Contractor's relationship with ADES/RSA, or mislead the clients regarding the Contractor's skills, capabilities or credentials.

2.2 Collaborate with RSA Counselors or RSA designated representatives and other service providers (if applicable) in the best interest of the clients and, to the extent possible, avoid disagreements that might have adverse effects on the clients. When collaborating with other community agencies that serve the same client(s), abide by the decisions that were agreed upon by all of the involved parties and assist in implementing such decisions which are consistent with applicable laws, regulations, rules and policies.

2.3 Ensure at all times that client information is used only for the purpose of fulfilling contractual responsibility and is not released to any other individual, agency, or organization. Confidential information and reports obtained, purchased, and paid for under this contract shall never be shared without the expressed permission from the RSA client and the RSA Counselor or RSA designated representative assigned to the client case.

2.4 Develop and maintain a confidentiality policy statement and establish procedures that restrict access to confidential client records and information. This provision shall not be construed to limit the right of RSA staff or other authorized representative(s) to access client case records and information pertinent to the provision of the contracted service.

2.5 Ensure that RSA clients are safeguarded and supervised by the Contractors' personnel assigned to provide the contracted service at all times when on the Contractor's premises.

2.6 Always act in a professional manner, honor commitments, treat RSA clients with respect, dignity, and courtesy, and project a positive attitude.

2.7 NEVER:

2.7.1 Engage in any form of intimate and sexual activity with an RSA client.

2.7.2 Enter into any business partnership with an RSA client.

2.7.3 Employ authority or influence with RSA clients for the benefit of third parties, including the client's family or friends.

2.7.4 Exploit the client's trust in the Contractor or its personnel for any purpose.

2.7.5 Accept any commission, rebates, or any other form of remuneration when serving RSA clients, except payment for service provided from RSA.

Exhibit C

Rehabilitation Instructional Services (RIS)
for individuals with various disabilities

RSA FEE SCHEDULE

SERVICE	FEE PER HOUR
Individual Facility Based	$65.00
Individual Local Itinerant	$71.00
Individual Distant Itinerant	$83.00
Individual Long Distance Itinerant	$91.00
Group Facility Based	$93.00
Group Local Itinerant	$101.00
Group Distant Itinerant	$121.00
Group Long Distance Itinerant	$129.00

Exhibit D

CONTRACTOR INVOICE FORM

Billing Period (Month/Day/Year): From Through
Invoice Number:

Contractor's name:	
Contractor's Phone Number:	Contractor's Fax Number:
Contract Number:	Contractor's FEI or SSN Number:
Contracted Service:	
RSA client's name:	

Service	RSA Authorization Number	Number of Units Billed	Contract Rate ($)	Amount Billed
			$	
			$	
			$	
			TOTAL AMOUNT BILLED	

"This invoice is a true and accurate account of the services listed on this statement for the time period specified; this invoice constitutes the full and complete charge for the services described above; that no further invoices for payment of these services will be made; these services have been provided without discrimination based on age, race, color, creed, gender, religion or national origin and that this statement is subject to federal and state audit review." The invoice shall be signed and dated by the person authorized to submit invoices for the Contractor.

Name, title and phone number of the Contractor's designated person who prepared this form.

Name:
Title:
Phone Number:
Date:

Signature: _____

Attachment 1

Arizona Department of Economic Security
Rehabilitation Services Administration

RSA FEE SCHEDULE APPLICATION

1. PROVIDER INFORMATION

Legal Business Name Gila County dba Gila Employment and Special Training		
Doing Business As Gila Employment and Special Training		Tax Identification Number 6000444
Mailing Address(City State Zip Code) 5515 S. Apache Ave Suite 200 Globe, AZ 85501		
Remit To/ Billing Address (City State Zip Code), if different than mailing address		
Contact Name and Title **Helene Lopez - G.E.S.T. Program Manager**		
Phone Number (928) 402-8664	Fax Number (928) 425-9468	E-mail hlopez@gilacountyaz.gov
Video Phone	Website http:/www.gilacountyaz.gov	TTY Number 711
Name and Title of Authorized Signatory: Helene Lopez - G.E.S.T. Program Manager		

2. SERVICE INFORMATION

Do you provide this service in any language (s) other than English? Yes ☒ No ☐ If yes, check all boxes that apply: ☒ Spanish ☐ Sign Language ☐ Other (specify)

Check service type you propose to provide:

☒ Orientation and Adjustment to Disability
☒ Independent Living Skills Development
☒ Orientation and Mobility Training

3. QUALIFICATIONS *List all your licenses applicable for the services listed above*

License/certificate type and number	Date Issued	Expiration Date	Issuing agency
1.			
2.			

Professional Sanctions: Disclose information about any current or past (within last five years) legal actions, sanctions, or debarments for which you were involved. Use supplemental sheet to summarize the issue if needed.

None

Attachment 1

Arizona Department of Economic Security
Rehabilitation Services Administration

RSA FEE SCHEDULE APPLICATION

4. FACILITY LOCATION AND STAFFING CHART

Indicate geographic areas in which you provide services

☐ Statewide	☐ Apache	☐ Cochise	☐ Coconino	☒ Gila	☐ Graham	☐ Greenlee	☐ La Paz
☐ Navajo	☐ Maricopa	☐ Mohave	☐ Pima	☐ Pinal	☐ Santa Cruz	☐ Yavapai	☐ Yuma

If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City, State Zip Code, County) 5515 S. Apache Ave Suite 200 Globe, AZ 85501 Gila County		
Telephone Number (928) 425-7631	Fax Number (928) 425-9468	Email address hlopez@gilacountyaz.gov
Contact Person's Name Helene Lopez		
Days And Hours Of Operation Monday thru Friday 8AM to 5PM, except Legal Holidays		

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes ☒ No ☐

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor	Years of experience	License /certificate Number
Helene Lopez	S☐ E☒	20	
Angela Anthony	S☐ E☒	5	
Leona Bowman	S☐ E☒	20	
Teresa Chernov	S☐ E☒	20	
Janet Ostrom	S☐ E☒	8	
Amanda Robles	S☐ E☒	7	
Jenny Valenzula	S☐ E☒	5	
Phillis Weaver	S☐ E☒	21	
Anita Yanora	S☐ E☒	10	

The facility(s) listed above will not be open on those holidays marked below:

☒ New Year's Day
☒ President's Day
☒ Memorial Day
☐ Rosh Hashanah
☒ Veterans' Day
☐ Other: _____

☒ Martin Luther King Jr.'s Birthday
☐ Washington's Birthday
☒ Independence Day
☐ Yom Kippur
☒ Thanksgiving Day
☐ _____

☐ Good Friday
☒ Labor Day
☒ Columbus Day
☒ Christmas Day

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Contract between the Department of Economic Security (the "Department") and Gila County dba Gila Employment + Special Training (the "Contractor").

WHEREAS the Contractor is:

[X] a Non-profit Organization as defined in Office of Management and Budget (OMB) Circular A-122;
[ ] a For-profit Organization; and

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S. §41-1954;

THEREFORE the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

Contract Term: This contract shall be effective on the date of last signature and shall end on **September 30, 2019.**

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

Procurement Manager Signature

Typed Name

Title

Date

DES Contract I.D. No.:

Approved as to form:

Bryan B. Chambers
Gila County Deputy Attorney Principal

3-18-2014
Date

FOR AND ON BEHALF OF THE CONTRACTOR:

Michael A. Pastor
Signature of Authorized Individual

Michael A. Pastor
Typed Name

Chairman,
Gila County Board of Supervisors
Title

3-18-2014
Date

Contractor FEI Number:
Contractor Mailing Address:

Contact Name:
Title:
Phone Number:
Fax Number:
E-Mail Address:

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

APPLICANT'S ORGANIZATION

Gila County dba Gila Employment and Special Training

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:

* First Name: Michael Middle Name: A * Last Name: Pastor Suffix:

* Title: Chairman, Gila County Board of Supervisors

Michael A Pastor 3-18-2014

* SIGNATURE: * DATE:

Certification Regarding:

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.

(2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gila County dba Gila Employment And Special Training
Name of Agency /Organization

Michael A. Pastor
Gila County Board of Supervisors

x Michael A Pastor
Signature

3-18-2014
Date

State of Arizona Substitute W-9 & Vendor Authorization Form

Purpo e: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instru tions: Complete form if
1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to an Arizona state agency; AND
3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization.

See Instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.

Type of Request (Must select at least ONE)

(●) New Request ( ) New Location (Additional Mail Code) ( ) Change (Select the type(s) of change from the following: ☐ Tax ID ☐ Legal Name ☐ Entity Type ☐ Minority Business Indicator ☐ Main Address ☐ Remittance Address ☐ Contact Information

Taxpayer Identification Number (TIN) (Provide ONE Only)

iocial Security Number (SSN) ____ - ____ - ____ OR Federal Employer Identification Number (FEIN) ____ - ____

Entity Name Must Provide Legal Name (*Must match SSN or FEIN given. If Individual or Sole Proprietorship enter First, Middle, Last Name.)

Legal Name* Gila County Treasurer

Entity Type Must Select One of the Following (Coding (X#) is for Internal Purposes Only)

- ( ) Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6I)
- ( ) Corporation NOT providing health care, medical or legal services (5A)
- ( ) Corporation providing health care, medical or legal services (5M)
- ( ) Partnership, LLP or Partnership organized as LLC or PLLC (5C)
- ( ) An international organization or any of its agencies/instrumentalities (5U)
- ( ) The US or any or its political subdivisions or instrumentalities (2G)
- ( ) State of Arizona employee (1E) STATE HRIS EIN ____
- ( ) LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A)
- ( ) LLC, PLLC organized as corporation providing health care, medical or legal services (5M)
- (●) A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
- ( ) Other: Tax Reportable Entity (5P)
- ( ) Other: Tax Exempt Entity (5H)

Description ____

Minority Business Indicator Must select one of the following (Coding (X#) is for internal purposes only)

- ( ) Small Business (01)
- ( ) Small Business- African American (23)
- ( ) Small Business- Asian (24)
- ( ) Small Business - Hispanic (25)
- ( ) Small Business- Native American (27)
- ( ) Small Business- Other Minority (05)
- ( ) Small, Woman Owned Business (06)
- ( ) Small, Woman Owned Business- African American (29)
- ( ) Small, Woman Owned Business- Asian (30)
- ( ) Small, Woman Owned Business- Hispanic (31)
- ( ) Small, Woman Owned Business- Native American (33)
- ( ) Small, Woman Owned Business- Other Minority (11)
- ( ) Woman Owned Business (03)
- ( ) Woman Owned Business- African American (17)
- ( ) Woman Owned Business- Asian (18)
- ( ) Woman Owned Business- Hispanic (19)
- ( ) Woman Owned Business- Native American (21)
- ( ) Woman Owned Business- Other Minority (08)
- ( ) Minority Owned Business- African American (04)
- ( ) Minority Owned Business- Asian (32)
- ( ) Minority Owned Business- Hispanic (74)
- ( ) Minority Owned Business- Native American (15)
- ( ) Minority Owned Business- Other Minority (02)
- ( ) Non-Profit, IRC §501(c) (88)
- ( ) Non-Small, Non-Minority or Non-Woman Owned Business (00)
- ( ) Individual, Non-Business (00)

Main Address Where tax information and general co.respondence is to be mailed

BA\Branch\Location: Gila County Treasurer
Idress: 1400 East Ash Street
ty: Globe State: AZ-ARIZONA Zip code: 85502

Remittance Address Where payment is to be mailed ☒ Same as Main

DBA\Branch\Location: ____
Address: ____
City: ____ State: ____ Zip code: ____

Vendor Contact Information

ıme: Helena Lopez Title: GEST Program Manager
ione #: 928 425 7631 Ext. 8864 Fax: 928-425-9466 Email: ____

Certification ☐ Exempt from backup withholding

ler Penalties of perjury, I certify that:
he number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a lit of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
am a U.S. person (including U.S. resident alien).
ification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an vidual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.
e Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

ıature ____ Title ____ Date ____

ATE OF ARIZONA AGENCY USE ONLY - AGENCY AUTHORIZATION — VENDOR: DO NOT WRITE BELOW THIS LINE

ke HRIS EIN ____ Print Name ____ Signature ____
Y ____ Title ____ Phone # ____ Email ____ Date ____

ATE OF ARIZONA GAO USE ONLY — VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

IRS TIN Matching ☐ Corporation Commission
HRIS ☐ GAO-03 ☐ Other
Vendor Number ____ Processed by ____ Date Processed ____

Janice K. Brewer
Governor

Brian C. McNeil
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

RISK MANAGEMENT DIVISION

100 NORTH FIFTEENTH AVENUE - SUITE 301
PHOENIX, ARIZONA 85007
(602) 542-2182

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. § 23-901 (et. seq.), and specifically, A.R.S. § 23-961(P) , that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits. I am a sole proprietor and I am doing business as (Name of Sole Proprietor's Business) . I am performing work as an independent contractor for the State of Arizona, (Enter State Agency Here) , for workers' compensation purposes, and therefore, I am not entitled to workers' compensation benefits from the State of Arizona, (Enter State Agency Here) . I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

Name of Sole Proprietor _____

Telephone Number _____

Street Address / PO Box _____

City _____ State AZ Zip Code _____

Signature of Sole Proprietor: _____ Date _____

State Agency _____ Agency # _____

Signature of Agency
Contract Administrator: _____ Date _____

Contract Identification: _____

Both signatures must be signed and the completed form submitted to: State of Arizona, Department of Administration, Risk Management Division, Insurance Unit, 100 North 15 Avenue, Suite 301, Phoenix, Arizona 85007. An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

_____ Date _____

Signature of Risk Management Authorized Signer

Print Form

Janice K. Brewer
Governor

Brian C. McNeil
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

RISK MANAGEMENT DIVISION

100 NORTH FIFTEENTH AVENUE • SUITE 301
PHOENIX, ARIZONA 85007

(602) 542-2182

INDEPENDENT CONTRACTOR AGREEMENT

NOTE: THIS FORM APPLIES ONLY TO THE STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES UTILIZING INDEPENDENT CONTRACTORS. THIS FORM DOES NOT, HOWEVER APPLY TO EMPLOYERS IN THE CONSTRUCTION INDUSTRY THAT USE A CONTRACTOR. A CERTIFICATE OF WORKERS' COMPENSATION INSURANCE OR A SOLE PROPRIETOR WAIVER MUST BE OBTAINED IN THOSE INSTANCES.

This is a written agreement under the compulsory Workers' Compensation laws of the State of Arizona, **A.R.S. § 23-901** (et. seq.), and specifically **A.R.S. § 23-902 (C), (D)**, that an independent contractor relationship exists between the parties signed below. The parties agree that the "independent contractor" is independent of the "business" in the execution of the work and not subject to the rule or control of the "business" but is engaged only in the performance of a definite job or piece of work and is subordinate to the "business" only in effecting a result in accordance with that "business" design. The parties also agree that the "business" does not have the authority to supervise or control the actual work of the "independent contractor" or the "independent contractor's" employees. Furthermore, it is understood and agreed that the "independent contractor" or the "independent contractor's" employees are not entitled to workers' compensation benefits from the "business".

The written agreement shall be null and void and create no presumption of an independent contractor relationship if the consent of either party is obtained through misrepresentation, false statements, fraud or intimidation, coercion or duress.

WE THE UNDERSIGNED AGREE THAT THE BUSINESS:

- Does not require the independent contractor to perform work exclusively for the business. This paragraph shall not be construed as conclusive evidence that an individual who performs services primarily or exclusively for another person is an employee of that person.
- Does not provide the independent contractor with any business registrations or licenses required to perform the specific services set forth in the contract.
- Does not pay the independent contractor a salary or hourly rate instead of an amount fixed by contract.
- Will not terminate the independent contractor before the expiration of the contract period, unless the independent contractor breaches the contract or violates the laws of this state.
- Does not provide tools to the independent contractor.
- Does not dictate the time of performance.
- Pays the independent contractor in the name appearing on the written agreement.

- Will not combine business operations with the person performing the services rather than maintaining these operations separately.

NAME OF INDEPENDENT CONTRACTOR: _____

ADDRESS / P.O. BOX: _____

CITY: _____, STATE: _____ ZIP: _____

SIGNATURE OF INDEPENDENT CONTRACTOR: _____ DATE: _____

STATE OF ARIZONA AGENCY: _____ AGENCY# _____

ADDRESS: _____

CITY/STATE: _____ ZIP: _____

SIGNATURE OF AGENCY CONTRACT ADMINISTRATOR: _____ DATE: _____

CONTRACT IDENTIFICATION: _____

BOTH SIGNATURES MUST BE SIGNED AND THE COMPLETED FORM SUBMITTED TO:

ARIZONA DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT SECTION - INSURANCE UNIT
100 NORTH 15th AVENUE, SUITE #301
PHOENIX, AZ 85007

An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

_____

Signature of Risk Management Authorized Signer Date

ACY-1288A FORFF (8-12)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Administration for Children, Youth and Families

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this information in error, please notify the sender and destroy the information. The information contained in the Arizona Department of Economic Security (ADES), Child Protective Services (CPS) Central Registry and any attached files shall be used as a factor to determine qualifications for individuals applying for contracts with this state, including employees of the prospective contractor, contractors, and subcontractors for positions that provide direct services to children or vulnerable adults. **The information contained in the Central Registry for Background Check and any attached files is confidential and shall not be further disseminated or shared.**

PLEASE FILL OUT THE INFORMATION BELOW. All fields must be completed, accurately and legibly.

Offeror, Contractor, or Subcontractor Name (Print/Type)
Gila County dba Gila Employment and Special Training

Solicitation Number:
ADES

Contract Number: ADES TBD RIS Various

Tracking Number (*You must provide your unique tracking number. This number will be used to identify and track this document and the individuals linked to it.*):

Check One:
☒ New Contract
☐ Contract Extension

Phone Number
(928) 402-8664

Mailing Address
5515 S. Apache Ave Suite 200 Globe AZ 85501

Email Address
hlopez@gilacountyaz.gov

Name of Person Authorized to Submit Request (Print/Type)
Helene Lopez

Requester's Signature
Helene Lopez

Date of Request
2-26-14

DES Division

Division Contact Person

SUBMIT YOUR COMPLETED CENTRAL REGISTRY REQUEST THROUGH ONE OF THE FOLLOWING METHODS:
Mail to:

DCYF Contracts Unit
Attention: CENTRAL REGISTRY REQUEST
Arizona Department of Economic Security
1789 W. Jefferson Street, SITE CODE 940A
Phoenix, AZ 85007

Fax to: CENTRAL REGISTRY REQUEST at 602-542-3330

Email (encrypted) to DCYFCentralRegistryCheck@azdes.gov

RESULTS of this check will be:

1. EMAILED to the address above indicating that one or more individuals on the request was (were) unable to be processed with the information provided; or
2. EMAILED to the address above if all names are cleared; or
3. EMAILED to the address above with information on individuals who are found to have a substantiated finding of child abuse or neglect on the Central Registry; and
4. MAILED to the individual who is found to have a substantiated finding on the Central Registry that disqualifies him/her from providing direct services to children or vulnerable adult clients of ADES.

Internal Use Only:

For Solicitations Only: DES Designated Staff (Office of Procurement):

For Contracts: Notify DES Designated Staff (Program): RSAContractsUnit@azdes.gov

See last page for EOE/ADA/LEP/GINA disclosures

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

(All fields must be completed, accurately and legibly.)

INDIVIDUAL'S INFORMATION

NAME	ALIAS *(Previously used name(s))*
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS *(No., Street, City, State, ZIP)*	

DES – INTERNAL USE ONLY (Search results)

Reports: ☐ Yes Number: *[See attached document(s)]* ☐ No Date of Search:

NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION

NAME	ALIAS *(Previously used name(s))*
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS *(No., Street, City, State, ZIP)*	

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(All fields must be completed, accurately and legibly.)

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ADDRESS *(No., Street, City, State, ZIP)*	
DES – INTERNAL USE ONLY (Search results)	
Reports: ☐ Yes Number: *[See attached document(s)]*	☐ No Date of Search:
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

DISQUALIFICATION ACTS

A person is disqualified from providing services to DES clients in a direct service position if he/she is identified as the subject of the substantiated report for any of the following.

24 Child death due to alleged abuse or neglect, or suspicious death
25 Injuries requiring emergency medical treatment
27 Child age 24 months is shaken (shaken baby syndrome)
33 Untreated life threatening condition, Infant Doe, Non-organic FTT
37 Imminent harm to child under the age of six (6) due to lack of supervision by parent/caretaker
38 Neglect results in injury/illness requiring emergency medical treatment
39 Imminent harm to child due to health or safety hazards in living environment/exposure to the elements
40 Child diagnosed as suicidal by mental health professions, parent refused to allow treatment
41 Physical evidence of sexual abuse reported by a medical doctor or child reporting sexual abuse within the past seven days
42 Child reporting vaginal or anal penetration or oral sexual contact within past 72 hours and has not been examined
43 Abandoned, no parent willing to provide immediate care for a child and child is with a caregiver unable or unwilling to provide care now
45 Injuries may require medical treatment
46 P3 Injury to child under age six years
50 Living environment presents health or safety hazards to a child under the age of six
51 Sexual conduct/physical injury between children due to inadequate supervision
54 Sexual behavior within the past 8-14 days
55 Child diagnosed by mental health professional with behavior consistent with emotional abuse
56 Abandoned, no parent willing to care for a child, child with caretaker unable or unwilling to care for child less than one week
66 Significant developmental delays due to neglect
69 Attempted sexual behavior or sexual behavior, 14 days to three years r last occur unknown
72 Parent, guardian or custodian suggests or entices child to engage in sexual behavior, no touching
76 Use of child by parent, guardian or custodian for material gain
82 Parent, guardian or custodian sexually abused a child in past, now in home with a child
83 Attempted sexual behavior or sexual behavioral when last occurred more than three years
101 Death of a child due to neglect
111 Death of a child due to physical abuse or suspicious death
201 Physical abuse high risk
202 Physical abuse moderate risk
301 Neglect, high risk
302 Neglect, moderate risk
401 Sexual abuse, high risk
402 Sexual abuse, moderate risk
403 Sexual Abuse, low risk
404 Sexual Abuse, response 4
501 Emotion Abuse, high risk
502 Emotional abuse, moderate risk

ARF-2655 **Consent Agenda Item** **5. C.**

Special Meeting

Meeting Date:	07/15/2014		
Submitted For:	Malissa Buzan		
Department:	Community Services Division	Division:	Comm. Action Program/Housing Servs.
Fiscal Year:	2014 - 2015	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2014 - June 30, 2015	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 1 to Contract No. 014-0444 Pinal Gila Council For Senior Citizens Area Agency on Aging, Region V.

Background Information

For the past 11 years, Gila County Housing has received funding from Pinal Gila Council for Senior Citizens Area Agency on Aging.

On July 16, 2013, the Board of Supervisors approved Contract No. 014-0444.

Evaluation

Amendment No. 1 will amend the contract dated July 1, 2013, to render services from July 1, 2014, through June 30, 2015.

The contract amount will be $6,242 which will be used to provide emergency minor home repair to eligible citizens residing in Gila County.

Conclusion

By approving Amendment No. 1 to Contract No. 014-0444, Gila County Housing Services will receive funding to assist eligible citizens with emergency minor home repairs.

Recommendation

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

Suggested Motion

Approval of Amendment No. 1 to Contract No. 014-0444 between the Pinal-Gila Council for Senior Citizens Area Agency on Aging, Region V, (PGCSC) and the Division of Community Services, Housing Services, whereby PGCSC will provide funding in the amount of $6,242 to be used for emergency minor home repair to eligible citizens residing in Gila County effective July 1, 2014, through June 30, 2015.

Attachments

Amendment No. 1 Contract No. 014-0444

Contract No. 014-0444 Pinal Gila Council for Senior Citizens Area Agency on Aging

Legal Explanation

PINAL GILA COUNCIL FOR SENIOR CITIZENS
AREA AGENCY ON AGING, REGION V

CONTRACT AMENDMENT

1. CONTRACT NO. 014-0444 2. AMENDMENT #1 (7/14)	3. EFFECTIVE DATE OF AMENDMENT ■ DATE OF MOST RECENT SIGNATURE, WHICHEVER IS LATER.	4.

5. CONTRACTOR/PROVIDER (Name and address)

Gila County Community Services Division
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501

6. CONTENT OF AMENDMENT:

A. To amend contract dated July 1, 2013.

B. To render services from July 1, 2014 through June 30, 2015, in accordance with the amended contract operating budget and new service levels.

7. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF THE LAST SIGNATURE, UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALD OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BINE THE CONTRACTOR TO THIS CONTRACT.

9. **GILA COUNTY COMMUNITY SERVICES DIVISION**	10. **PINAL-GILA COUNCIL FOR SENIOR CITIZENS**
SIGNATURE OF AUTHORIZED INDIVIDUAL Michael A. Pastor	SIGNATURE Olivia B. Guerrero
TYPED NAME Chairman, Gila County Board of Supervisors	TYPED NAME Olivia B. Guerrero
TITLE	TITLE President/CEO
DATE Approved as to form:	DATE 6/20/14

Bryan B. Chambers, Deputy Attorney Principal Date

PINAL-GILA COUNCIL FOR SENIOR CITIZENS
ANNEX B

CONTRACT I.D. NUMBER: 014-0444, Amendment #1 (7/14)

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

[X] Area Agency on Aging, Region V (AAA)

[ ] Supplemental Payment Program (SPP)

[ ] Title V

[ ] United States Department of Agriculture (USDA)

[ ] Arizona Long Term Care System (ALTCS)

1.0 REIMBURSEMENT/PAYMENT CEILING:

The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be:

Amount during the Contract Term $ 6,242

If this contract is extended or renewed for multiple periods, or is established as a multi-year contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below.

Maximum amount during the period from July 1, 2014 to June 30, 2015 is $6,242

The method of compensation shall be in accordance with Section 2.0 of this Compensation Section.

2.0 COMPENSATION

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

☐2.1 Rate *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

■ 2.2 Fixed Price with Price Adjustment *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling
Minor Home Repair (RPR)	$6,242

3.0 METHOD OF PAYMENT

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with Section 4.04 Payment of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.

B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.

C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).

D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.

E. The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10th day of each month. Failure to comply by the 10th day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.

F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in Section 4.03 Amendments of the General Provisions.

G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.

H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.

I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.

J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

3.1 Arizona Long Term Care Services (ALTCS)

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at **$0.00.**

4.0 REPORTING REQUIREMENTS

4.1 Financial Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10th day of the month:

[X] A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

4.2 Program Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Program reports on or before the 10th day of the month or as designated:

A. Pinal-Gila Council for Senior Citizens/AAA
- [ ] Congregate Monthly Meals Report (10th)
- [ ] Home Delivered Meals Monthly Meals Report (10th)
- [X] Monthly Social Services (10th)
- [ ] Congregate Meals Registration Form w/Nutrition Score - Weekly
- [ ] Service Utilization Log (Service Log) (3rd)
- [ ] Monthly Education/Activities Report (10th)
- [ ] Calendar of Activities (10th)
- [ ] Food Cost Report (10th)
- [ ] Nutrition Education Report (10th)
- [ ] Transportation Summary Sheet (10th)
- [ ] Menu Cycle for RD approval - Quarterly
- [X] Outreach Report - Quarterly
- [ ] Non-Client Supportive Service Report – FCSP and roster (10th)
- [ ] Monthly, Ramp Loan Report (10th)

B. Supplemental Payment Program

[ ] ASCAP – Arizona Standardized Client Assessment Form (3rd)

C. Arizona Long Term Care Services (ALTCS)

[ ] PG001 – Monthly Log of ALTCS Home Delivered Meals (3rd)

4.3 The reports require in 4.1 and 4.2 shall be submitted to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road

Casa Grande, AZ 85194-7432

or delivered to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road
Casa Grande, AZ 85194-7432

5.0 DELIVERY AND UNITS OF SERVICE

5.1 Delivery of Service:

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
B. Significant changes in the delivery of the hot and/or frozen meal schedule.
C. Revisions to the service methodology of any service specifications.
D. Changes in the "suggested donation."
E. The provider shall notify the PGCSC, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

5.2 Level of Service

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Minor Home Repair	24	

1) Direct Service means services performed by the contractor.
2) Purchase Service means services purchased via a subcontract by the contractor.

6.0 Client Contributions:

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

7.0 Books and Records:

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with

PGCSC policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

PROGRAM/ADMINISTRATION SECTION

1.0 Authorized Signatory for Contractor:

1.1 Gila County Community Services Division, FEI No. 86-6000444
PROVIDER AGENCY NAME — FEDERAL EMPLOYER IDENTIFICATION NUMBER

5515 S. Apache Ave., Suite 200, Globe, AZ 85501 — 928-425-7631
Address — Phone Number

1.2 Michael A. Pastor — Chairman, Gila Co. Board of Supervisors
Name of Principal Authorized Signatory — Title

To execute contracts and amendments and is responsible for the delivery of Contract Services during the term of this Contract.

1.3 In the absence of the principal authorized signatory named above, Malissa Buzan (Name) Director (Title) is authorized to sign this Contract and any amendments thereto on behalf of the Provider.

2.0 Notices:

2.1 The PGCSC AAA shall address all notices relative to this Contract to the attention of:

Malissa Buzan, Director, Gila County Community Services
Name and Title
5515 S. Apache Ave., Suite 200, Globe, Arizona 85501 — 928-425-7631, Ext. 8693
Address — Phone Number
FAX: 928-425-9468 — E-MAIL: mbuzan@gilacountyaz.gov

2.2 Daily contact regarding programmatic issues for this contract:

Malissa Buzan, Director, Gila County Community Services
Name and Title
5515 S. Apache Ave., Suite 200, Globe, Arizona 85501 — 928-425-7631, Ext. 8693
Address — Phone Number
FAX: 928-425-9468 — E-MAIL: mbuzan@gilacountyaz.gov

2.3 Financial contact for issues regarding to this contract:

Nick Montague, Fiscal Manager
Name and Title
5515 S. Apache Ave., Suite 200, Globe, Arizona 85501 — 928-425-7631, Ext. 8652
Address — Phone Number
FAX: 928-425-9468 — E-MAIL: nmontague@gilacountyaz.gov

2.4 The Provider shall address all notices relative to this Contract to the attention of:
2.5

Olivia B. Guerrero, President/CEO
Pinal-Gila Council for Senior Citizens
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3.0 Contract Term:

The term of this Contract shall begin on July 1, 2014
■ or the date of last signature, whichever is later, and shall terminate on June 30, 2015

4.0 Contract Purpose: The Contract Services to be provided during the term of this Contract shall address the problem(s) and need(s) and seek to achieve program goals described below.

The target populations and needs are identified and specified in the Area Agency on Aging Area Plan for Services and the Area Plan Amendments.

Contract Goal: To plan, coordinate and implement a comprehensive system of services for the elderly in accordance with the Older Americans Act of 1965 (42 U.S.C., and 3001, et. seq.); the OAA Regulations 45 CFR part 1321): DHHS Grant Administration Regulations (45 CFR part 74): and other applicable laws, rules and policies.

5.0 Contract Services and Service Delivery

5.1 Scopes of Work:

Each Contract Service to be provided during the term of this Contract shall be delivered in accordance with the requirements indicated in this contract.

5.2 Subcontractor

[ ] Any portion of the Contract Services to be provided under this contract by Subcontractors as identified in Section 5.6 of Annex A Section, the Contractor understands and warrants that no work shall be performed by a Subcontractor until the subcontract document has been reviewed by and approved in writing by the authorized PGCSC representative.

5.3 The Contract Services marked (x) below indicate the service(s) to be delivered during the term of this Contract to eligible persons are:

☒ Minor Home Repair/Renovation	_____ Congregate Meals	Home Care Cluster:
____ Respite (Group)	_____ Home Delivered Meals	_____ Home Health Aid
____ Respite (In-Home)	_____ Transportation	_____ Housekeeping
____ Case Management	_____ Legal	_____ Nursing
____ FCSP Case Management		_____ Personal Care

5.4 Eligibility Criteria, Intake Procedures and Case Records:

5.4.1 Eligibility Criteria

[x] A. Title III:

Aging Services Eligibility criteria is limited to the descriptions in 45 CFR Part IV. "Grants for State and Community Programs on Aging," and Title XVI of the Social Security Act, as amended, and as identified in Aging & Adult Administration's Policy and Procedure Manual – 2004 and PGCSC Policies and Procedures.

[ ] B. Supplemental Payment Program:

The Supplemental Payments Program (SPP) had been considered an entitlement program for some clients receiving Housekeeper, Home Health Aid and/or Visiting Nurse services until June 30, 1993. It is now a discretionary program, based upon funding availability. Individuals who were enrolled in the SPP Prior to 6/30/1993 were authorized to maintain monthly payments to purchases services as long a eligibility is maintained.

5.4.2 Intake Procedures

A. Providers will be required to adhere to PGCSC's Central Intake System for all client tracked (case managed) services.

B. As required for individual services per Aging & Adult Administration's Policy and Procedure Manual Chapter 3000, Section 3140 and PGCSC policies and procedures.

C. Providers will be required to adhere to Aging & Adult Administration's Policies with respect to entry of client data and service billing on the DAARS system.

5.4.3 Case Records

Case records shall be maintained as specified in the Aging & Adult Administrations Policy and Procedures 3000, Section 3140 and PGCSC policies and procedures.

5.5 Staffing:

Each Contract Service shall be provided by the following personnel positions:

Contract Service Name	Position Title	No. of FTEs	Ratio of Direct Care Staff to Clients
Home Repair/Renovations	Housing Administrator	1	n/a
	Housing Rehab Specialist	1	n/a
	Director	1	n/a
	Grants Administrator	1	n/a
	Fiscal Manager	1	n/a

Section 5.6

FACILITY LOCATION CHART

Contract Services may be delivered only at the facilities and locations specified below and will be available during the hours of operation indicated:

NAME OF FACILITY, ADDRESS, PHONE AND FAX NO. WHERE SERVICES(S) WILL BE PROVIDED.	CONTRACT SERVICE(S)	SUB	Days & Hours of Operation	Geographic Coverage
Gila County Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	Home Repair/Renovations		Monday – Friday 8:00am – 5:00pm	All of Gila County, including Globe, Miami, Claypool, Hayden, Winkelman, Roosevelt, Tonto Basin, Young, Gisela, Pine, Strawberry, Payson, Star Valley
Gila County Community Services 107 W. Frontier St, Bldg C Payson, Arizona 85541	Home Repair/Renovations		Monday – Friday 8:00am – 5:00pm	

The Contractor's Administrative office will not be open on those holidays marked below (darken box for applicable holidays):

- ☒ New Year's Day
- ☒ Martin Luther King, Jr.'s Birthday
- ☐ Lincoln's Birthday
- ☐ Washington's Birthday
- ☒ Presidents' Day
- ☐ Good Friday
- ☒ Memorial Day
- ☒ Independence Day
- ☒ Labor Day
- ☐ Rosh Hashanah
- ☐ Yon Kippur
- ☐ Columbus Day
- ☒ Veteran's Day
- ☒ Thanksgiving Day
- ☒ Christmas Day
- (Other
- ☐ Floating Holiday
- ☐ _____
- ☐ _____
- ☐ _____

☐ The holidays indicated above apply only to the administrative office; services are provided 24 hours.

*Contractor may add/delete facility locations and/or subcontractors pursuant to 4.5.9 of the Scope of Work.

PINAL-GILA COUNCI FOR SENIOR CITIZENS

CONTRACT OPERATING BUDGET

Attachment A

Agency Name: Gila County Community Services Division

Contract Number: 014-0444

FOR PERIOD From: 7/01/14 To: 6/30/15

Prepared by: M. Buzan

Date: July 1, 2014

REVENUES

Services	Home Repair (RPR)							GRAND TOTAL
Totals	6,242	0	0	0	0	0	0	6,242
AREA AGENCY CEILING	6,242							6,242
TITLE V								0
U.S.D.A.								0
ALTCS								0
OTHER CEILING								0
OTHER CEILING								0
OTHER CEILING								0
REIMBURSEMENT CEILING	6,242	0	0	0	0	0	0	6,242
PROGRAM INCOME								0
NON-FEDERAL INKIND								0
NON-FEDERAL CASH								0
OTHER NON-FEDERAL CASH								0
TITLE V								0
OTHER FEDERAL								0
TOTAL REVENUE	6,242	0						6,242

EXPENSES

Budget Categories								
Personnel								0
ERE								0
Professional/Outside	6,000							6,000
Travel								0
Space								0
Equipment								0
Material/Supplies	242							242
Operating Svcs.								0
Allocated Indirect								
TOTAL EXPENSES	6,242	0						6,242
SUBTOTAL/Direct Svcs.								
SUBTOTAL/Purchased Svs.	5,810	0						5,810
SERVICE TOTAL	5,810	0	0	0	0	0	0	0
No. of Units Direct	24							
No. of Units Purchased								
Unit Rate/Direct	242.08							
Unit Rate/Purchased								
Unit Rate/Contract								

COST ALLOCATION PLAN
FY 2014-2014

Cost	Allocation
Minor Home Repair	24 clients assisted with $250 per unit x 100% charged to Pinal Gila Council for Senior Citizens funding.

Scope of Work
Area Agencies on Aging

22.0 HOME REPAIR AND RENOVATIONS

22.1 Purpose Statement

The service helps to assist older adults to obtain adequate housing, including residential repair and renovation projects designed to enable older adults to maintain their homes in conformity with minimal housing standards.

22.2 Service Description

22.2.1 Taxonomy Definition – A service that provides for safety and/or structural repairs to the home.

22.2.2 Home repair increases or maintains independence of eligible individuals.

22.2.3 Home repair increases the individual's mobility, safety, and access to and around the home.

22.2.4 For purposes of the Family Caregiver Support Program, this service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.

22.2.5 Eligibility Requirements - The Contractor shall provide services to individuals and caregivers that meet the eligibility requirements as described in Chapters 3100 and 3600 of the DAAS Policy and Procedure Manual, as may be amended.

22.3 Service Requirements – The Contractor shall:

22.3.1 Ensure that all subcontractors receive an orientation to the Contractor's agency and to the target group being served.

22.3.2 For purposes of the Family Caregiver Support Program, ensure that services are provided on a temporary and limited basis as defined in the DAAS Policy and Procedures Manual, Chapter 3600, as may be amended.

22.3.3 Examine and utilize all other available resources (e.g., funding) prior to providing the service.

22.3.4 Assess the adequacy of the individual or caregiver's residences in relation to his/her needs, desires and preferences, and specify/document the needed structural repairs or adaptations.

22.3.5 Adapt, repair or build structural items which increase the person's ability to perform activities of daily living independently or which eliminate unsafe conditions, such as, but not limited to:

1. Building of ramps.
2. Cooler and heater repair/maintenance.
3. Widening of doorways.
4. Installation of grab bars.
5. Screen repair.
6. Installation of safety mats.
7. Window repair.
8. Minor roof repair.
9. Door repair.
10. Floor repair.

22.3.6 Any adaptations to be done to rental property shall have prior signed consent of the owner/landlord.

22.4 Licensure/Certification Requirements – The Contractor shall:

22.4.1 Comply with all federal, state and local licensure/certification requirements.

22.4.2 Ensure that materials and work meet industry standards.

22.4.3 Ensure that all repairs and adaptations conform to state and local building codes.

22.5 Performance Measure

22.5.1 Number of clients that receive services annually.

22.6 Reporting Unit

22.6.1 One unit of service equals one repair or adaptation.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS UNIFORM GENERAL TERMS AND CONDITIONS

1. Definitions As used in these terms and conditions, the following terms have the following meaning:

1.1 **"Annex A"** is the annex to this Contract, which contains a description of the services to be delivered pursuant to this Contract.

1.2 **"Annex B"** is the annex to this Contract, which contains the approved budget, level of service and any conditions for payment for the delivery of service(s) pursuant to this Contract.

1.3 **"Attachment"** means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.4 **"Begin Date"** means the date that the contractor may start to provide services under this contract. The contractor will not be paid or reimbursed for contract services provided prior to the Begin Date. However, payments or reimbursements shall not be made under this contract until the effective date of this contract.

1.5 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment having an acquisition cost of $1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., tax, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures or other facilities; improvements).

1.6

1.6 **"Compensation"** means that part of this contract that contains the approved method of payment or reimbursement, which may include a budget or fee or rate for the delivery of service(s) pursuant to this contract. Compensation also means Cost or Price.

1.7 **"Contract"** means the combination of the solicitation, including the Uniform and Special Instruction to offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.8 **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.9 **"Contract Expenditures"** means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget for Contract Services set forth in Annex B.

1.10 **"Contract Services"** means the services to be delivered by the Contractor that are so designated in Annex A.

1.11 **"Contractor"** means any person or entity who has a Contract with Pinal-Gila Council for Senior Citizens.

1.12 **"Days"** means calendar days unless otherwise specified.

1.13 **"Department"** means Pinal-Gila Council for Senior Citizens (PGCSC_).

1.14 **"Eligible Persons"** means the persons determined eligible for contract services in accordance with the criteria set forth herein.

1.15 **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.16 **"Fiscal Year"** means the period beginning with July 1 and ending June 30.

1.17 **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal of greater value is received.

1.18 **"Materials"** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.19 **Procurement Officer"** means the Pinal-Gila Council for Senior Citizens President/CEO, who is duly authorized to enter into and administer contract and make written determinations with respect to the contract or his or her designee.

1.20 **"Reimbursement Ceiling"** means the amount so designated in Annex B and is the maximum amount payable by Pinal-Gila Council for Senior Citizens under this contract.

1.21 **"PGCSC"** is Pinal-Gila Council for Senior Citizens , is the designated Area Agency on Aging (AAA) for Region V.

1.22 **"Scope of Work"** means the description of service(s) to be provided pursuant to this contract. Scope of Work also means "Service" .

1.23 **"Services:** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.24 **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.25 **"Vulnerable adult"** means an individual who is eighteen (18) years of age or older who is unable to protect him/herself from abuse, neglect or exploitation by others because of a physical or mental impairment.

2. Contract Interpretation

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

2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 **Contract Order of Precedence.** In event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;
2.3.2 Uniform Terms and Conditions;
2.3.3 PGCSC Uniform General Terms and Conditions;
2.3.4 Annex A, Statement or Scope of Work;
2.3.5 Specifications – Methodology;
2.3.6 Annex B, Budget and Conditions of Payment
2.3.7 Attachments;
2.3.8 Exhibits; and
2.3.9 Documents referenced or included in Solicitation.

2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither part to this Contract shall be deemed to be the employee or agency of the other party to the Contract. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from the contract, the Cont5ractor or their personnel will not be represented by PGCSC.

2.5 **Severability.** The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 **No Parol Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in the document and no other understanding either oral or in writing shall be binding.

2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation.

3.1 **Records.** Under A.R.S. §35-214 and §35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and PGCSC at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.1.1 Contract service records will be maintained in accordance with this contract. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures. Records shall, as applicable, meet the following standards:

3.1.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

3.1.1.2 Include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, and effective dates of personnel actions affecting any of these items;

3.1.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

3.1.1.4 Include records of the source of all receipts and the deposit of all funds received by the contractor;

3.1.1.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;

3.1.1.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,

3.1.1.7 Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.2.1 Unless exempt under Federal law the contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

3.2.2 If contractor is an Indian Tribal Government, contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal contractor to engage in Indian preference in hiring.

3.2.3 The contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

3.2.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under the Americans with Disabilities Act, the (*insert Contractor name here)* must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the (*insert Contractor name here)* must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here)* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. Please contact: *(insert Contractor contact person and phone number here)"*

3.3 **Audit.** Pursuant to ARS §35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and PGCSC, and where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), as amended by the Single Audit Act Amendment of 1996 (P.L. 104 to 156), contractors designated as subrecipients, as prescribed by the President's Council on Integrity and Efficiency Position Statement No. 6, expending Federal funds from all sources totaling $300,000 or more ($500,000 for fiscal years ending after December 31, 2103) must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133). The audit must include the Reporting Package as outlined in A-133. The Department's contract numbers and award amounts must be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. A copy of the Audit Report, Management Letter and Auditors Opinion must be submitt4ed to the Department's office of Audit and Management Services within thirty (30) days after completion of the audit to the Department person designated to receive notices.

3.3.2 All contractors are subject to the programmatic and fiscal monitoring requirement of each Department program to insure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all contractors designated as vendors is an annual financial audit, which includes Department contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to the Department person designated to receive notices within thirty (30) days after completion of the audit.

3.3.3 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-wards audits, Department monitoring during the contract, and post-award audits.

3.3.4 Audits of non-profit corporation receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules regulations and standards.

3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. PGCSC shall also have the right to test at it own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If PGCSC determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by the PGCSC to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to PGCSC required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an Authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary. In the event that no person is designated to receive notices, then notices shall be sent to the contract signatory. All notices shall reference the contract number.

3.5.1 The Contractor shall give written notice to PGCSC of changes to the following, and a written amendment to the contract shall not be necessary and all such notices shall reference the contract number:

3.5.1.1 Change of address of business office;

3.5.1.2 Change of telephone number;

3.5.1.3 Changes in the name and/or address of the person to who notices are to be sent;

3.5.1.4 Changes in contract-related personnel positions of the contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract;

3.5.1.5 Change in the name of the contractor, where the ownership or responsible entity remains the same; or

3.5.1.6 In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

3.5.1.7 Where a change does not fall within 3.5 or its subsections, the Contractor must obtain approval from the Procurement Officer prior to effecting the changes.

3.6 **Advertising Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercials benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 **Property of PGCSC.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of PGCSC. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of PGCSC.

3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and PGCSC shall be considered the creator of such Intellectual Property. PGCSC shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify PGCSC, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in PGCSC and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than PGCSC. The intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not PGCSC without the express written authorization of PGCSC.

4. Costs and Payments

4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from PGCSC within thirty (30) days.

4.1.1 Payments shall be made according to the methods of compensation defined as follows:

4.1.1.1 **Rate (or) Fixed Price** – The contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of units indicated for each contract service/deliverable. PGCSC may authorize unit in incremental amounts throughout the term of the contract by amending the contract.

Fixed Price with Price Adjustment – Reimburse to the contractor is in accordance with actual, allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The contractor shall furnish PGCSC with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a

category, may be deleted, added, or modified by a contract amendment, provided that the Total Service Cost shall not increase unless a price increase is permitted by renewal or extension of the contract.

4.1.1.2 The contractor shall report contract expenditures to PGCSC in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, PGCSC shall authorize payment or reimbursement in accordance with the method(s) indicated by this contract.

4.1.1.3 If the contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, PGCSC may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

4.1.1.4 Under no circumstances shall PGCSC make payment to the contractor that exceeds the contract or service reimbursement ceiling without an amendment to this contract. Under no circumstances shall PGCSC make payment to the contractor for service performed prior to or after the term of the contract without timely extension or renewal of the contract.

4.1.1.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 **Applicable Taxes.**

4.3.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.

4.3.2 **State and Local Transaction Privilege Taxes.** PGCSC is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 **Tax Indemnification.** Contractor and all subcontractor shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State and PGCSC harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file, unless not required by law.

4.4 **Availability of Funds.** PGCSC may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. PGCSC has sole and unfettered discretion in determining the availability of funds. PGCSC and the contractor my mutually agree to reduce reimbursement to the contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

4.5 **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the PGCSC for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. PGCSC shall make reasonable efforts to secure such funds. PGCSC may reduce or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated. The PGCSC President/CEO shall have the sole and unfettered discretion in determining the availability of funds.

4.6 **Availability of Funds for the Current Fiscal Year.** Should the Legislature (State and/or Federal) or any funding source take action and reduce the appropriations or for any reason and these goods or services are not funded, PGCSC may take any of the following actions:

4.6.1 Accept a decrease in price offered by the contractor;

4.6.2 Cancel the contract;

4.6.3 Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1 **Amendments.** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.1.1 Change in the reimbursement ceiling;

5.1.2 Contract term, if extended and/or reduced without terminating the contract;

5.1.3 Service delivery methodology, the scope of work (change in the location of the delivery of service), or the level of service to be provided;

5.1.4 Ownership or legal entity responsible for the contract;

5.1.5 Personnel of the contractor, when the individual is indicated by name or qualification, in the contract;

5.1.6 Any other changes in the terms and conditions of the contract which Pinal-Gila Council for Senior Citizens deems substantial; or,

5.1.7 Except where contract special terms and conditions provide otherwise.

5.2 **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.2.1 The Contractor shall provide copies of subcontracts relating to the provision of contract services to PGCSC, upon request.

5.3 **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. PGCSC shall not unreasonable withhold approval.

6. Risk and Liability

6.1 **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 **Indemnification.**

6.2.1 **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that PGCSC shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that PGCSC shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 **Public Agency Language Only.** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs or expenses

(including reasonable attorney's fees) hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.

6.3 **Indemnification – Patent and Copyright.** The Contractor shall indemnify and hold harmless PGCSC against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by PGCSC of materials furnished or work performed under this Contract. PGCSC shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.P. § 41-621 and § 35-154, this section shall not apply.

6.4 **Force Majeure**

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunction-intervention-acts; or failure or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effect of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits, if and to the extent that such delay or failure is caused by force majeure.

6.5 **Third Party Antitrust Violations.** The Contractor assigns to PGCSC any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractors, toward fulfillment of this Contract.

7. Warranties

7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 **Quality.** Unless otherwise modified elsewhere in the terms and conditions, the Contractor warrants that, for one year after acceptance by PGCSC of the materials, they shall be;

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 **Fitness.** The Contractor warrants that nay material supplied to PGCSC shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 and 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by PGCSC.

7.5 **Year 2000**

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6.1 In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by PGCSC.

7.6.2 Nothing in this contract shall be construed as a waiver of an Indian Tribe's sovereign immunity; nothing shall be construed as an Indian Tribe's consent to be sued, or as consent by an Indian Tribe to jurisdiction of any State Court.

7.6.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. § 13-3620.

7.6.4 The Contractor shall comply with P.L. 101-121, Section 319 (21 U.S.C. section 1352) and 29 C.F.R. Part 93 which prohibit the use of Federal funds for lobbying at which state, in part: Except with the express authorization of

Congress, the Contractor, its employees or agents, shall not utilize any Federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.

7.6.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. §23-722.01 relating to new hire reporting, A.R.S.§23-722.02 relating to wage assignment orders to provide child support, and A.R.S. §25-535 relating to administrative or court-ordered health insurance coverage for children.

7.7 **Survival of Rights and Obligations after Contract Expiration or Termination.**

7.7.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 PGCSC's Contractual Remedies

8.1 **Right to Assurance.** If PGCSC in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in wring that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at PGCSC's options, be the basis for terminating the Contract under the Uniform Terms and Conditions, PGCSC Uniform General Conditions or other rights and remedies available by law or provided by the contract.

8.2 **Stop Work Order.**

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

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

8.3 **Non-exclusive Remedies.** The rights and the remedies of PGCSC under this Contract are not exclusive.

8.4 **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, PGCSC may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 **Right of Offset.** PGCSC shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by PGCSC, or damages assessed by PGCSC concerning the Contractor's non-c0nforming performance or failure to perform the Contract, including expenses, costs or damages described in the Uniform Terms and Conditions and PGCSC Uniform General Conditions.

Contract Termination

9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, PGCSC may cancel this Contract within three (3) years after Contract execution without penalty or further obligation of any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of PGCSC is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 **Gratuities.** PGCSC may, by written notice, terminate this Contract, in whole or in part, if PGCSC determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of PGCSC for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. PGCSC, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 **Suspension or Debarment.** PGCSC may, by written notice to the Contractor, immediately terminate this Contract if PGCSC determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify PGCSC. The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

9.4 **Termination for Convenience.** PGCSC reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of PGCSC without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to PGCSC. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to PGCSC. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A. C. R2-7-701 shall apply.

9.5 **Termination for Default.**

9.5.1 In addition to the rights reserved in the Uniform Terms and Conditions and PGCSC Uniform General Conditions, PGCSC reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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

9.5.3 PGCSC may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.5.4 The contract may immediately be terminated if PGCSC determines that the health or welfare or safety of service recipients is endangered.

9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 **Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A. R. S. §12-1518, except as may be required by other applicable statutes (Title 41).

12 **Certification of Cost or Pricing Data.** By signing the offer and contract award form, the contract, change order, contract amendment or other official form, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to PGCSC shall be adjusted to exclude any significant amounts by which PGCSC finds the price was increased because the contractor furnished cost and pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by PGCSC may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

13 **Fees and Program Income.** The contractor shall impose no fees or charges of any kind upon recipients for specific services authorized under this contract.

13.1 The Contractor shall solicit voluntary donations from program participants for services received. The Contractor shall not deny service to any program participant solely because of a refusal to make a donation.

13.2 Any income received by the Contractor or PGCSC, from participants contributions for services received, shall be reported in accordance with controlling law and regulation.

13.3 Contract Nutrition Providers must utilize Senior Center Nutrition Site Councils to assist in developing a suggested donation amount(s). Suggested donation amount(s) must be posted in a visible location at the Nutrition Site.

13.4 Solicitation of membership fees/dues is not permitted for services funded under this contract.

14 **Competitive Bidding.** The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of nor more than one year and a acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

15 **Confidentiality.** The Contractor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the contractor shall release information to PGCSC as required by the terms of this contract, by law or upon their request.

16 **Contract Extension.** PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC. The Procurement Officer may provide written notice to the Contractor that the contract is being extended for the period specified and a written amendment to the contract signed by both parties shall not be necessary. Any extension must be made prior to the end of the contract period specified in this contract.

17 **Contract Term.** The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.

17.1 PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC.

17.2 PGCSC shall have the unilateral right to extend the contract period for 3 additional one-year periods or portions thereof for a total contract term not to exceed 4 years. The terms and conditions of any such contract extension shall remain the same as the original contract.

17.3 Any extension or renewal must be made prior to the end of the contract period specified in this contract.

17.4 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside the effective contract dates.)

18 **Cooperation.** PGCSC may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and PGCSC employees, and carefully fit its own work to such other Contractor's work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by PGCSC employees. The Contractor shall cooperate as PGCSC deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor's.

19 **Equipment.**

19.1 If the Contractor is authorized to purchase equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with PGCSC funds, shall be reported in accordance with PGCSC inventory policies and procedures. The contractor shall report equipment purchased with contract funds to PGCSC within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with PGCSC funds and submit the equipment inventory form to PGCSC person designated to receive notices.

19.2 PGCSC shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased under this contract. PGCSC shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.

19.3 The Contractor shall not dispose of any equipment purchased under this contract without the prior written consent of PGCSC during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustment to the contract.

19.4 Upon termination of this contract, any equipment purchased under this contract shall be disposed of as directed by PGCSB and, if sold, PGCSC shall be compensated in the amount of its equitable interest.

20 **Evaluation.** PGCSC may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

21. **Fair Hearings and Service Recipients' Grievances.**

21.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the contractor and to PGCSC any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. PGCSC may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

21.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by PGCSC for reviewing and adjudicating grievances by service recipients or subcontractors arising from the contract.

22 **Fingerprinting.** The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to the following:

22.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints for the purpose of

obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.

22.2 The provider shall assume the costs of fingerprint check and may charge these costs to it fingerprinted personnel. PGCSC may allow all or part of the cost of fingerprint checks to be included as an allowable cost in a contract.

22.3 Except as provided in A.R.S.§46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this state, or of acts committed in another state that would be offenses in this state, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

22.4 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).

22.5 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

22.6 Federally recognized Indian Tribes or military bases my submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offenses as described in A.R.S. § 46-141 (F) (as may be amended).

23 Insurance.

INDEMNIFICATION CLAUSE: The parties to this contract agree that Pinal-Gila Council for Senior Citizens, the State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of PGCSC, the State and/or DES as a result of entering into this contract. However, the parties further agree that PGCSC, the State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona and DES in no way warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

23.1 **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

23.1.1 **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury 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
• Blanket Contractual Liability – Written and Oral	$1,000,000

- Fire Legal Liability $ 50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: ***"Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.***

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

23.1.2 **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.***

23.1.3 **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

23.1.4 **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective

date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

23.2 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions: State of Arizona Department of Economic Security wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

a. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

b. Coverage provided by the Contractor shall not be limited to the liability assumed un the indemnification provisions of this contract.

23.3 **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(Pinal-Gila Council for Senior Citizens, 8969 W. McCartney Rd., Casa Grande, AZ 85294-7432 and to State of Arizona Department Representative's Name & Address** and shall be sent by certified mail, return receipt requested.

23.4 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

23.5 **VERIFICATION OF COVERAGE:** Contractor shall furnish PGCSC and the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by PGCSC and the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Pinal-Gila Council for Senior Citizens,, 8969 W. McCartney Rd., Casa Grande, AZ 85222-7432, and AZ DES --Department of Aging & Community Services, Contracts Management Unit, 1789 West Jefferson 2NW (086Z) Phoenix, AZ 85007.** The project/contract number and project description shall be noted on the certificate of insurance. PGCSC and the State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

23.5 **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insured's under its policies **or** Contractor shall furnish to PGCSC and the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

23.6 **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

23.7 **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in paragraph 18 of the DES Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 18.2.2(G), provided that such request be delivered in writing to PGCSC at least 10 days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in DES ST&C paragraph 18.

24. **Levels of Service.**

24.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract during any transition to a subsequent contractor.

24.2 PGCSC makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of PGCSC and that PGCSC reserves the right to obtain like goods or services from other sources when such need is determined necessary by Pinal-Gila Council for Senior Citizens.

24.3 PGCSC Administration may obtain services under this contract.

24.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

24.5 PGCSC makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and PGCSC may decrease and/or increase them by providing written notice to the contractor.

24.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

25 **Monitoring.** Pinal-Gila Council for Senior Citizens may monitor the Contractor or subcontractor and they shall cooperate in the monitoring of services delivered, facilities maintained and fiscal practices.

26 **Payment Recoupment.** The Contractor must reimburse Pinal-Gila Council for Senior Citizens upon demand or PGCSC may deduct from future payments the following:

26.1 Any amounts received by the Contractor from PGCSC for contract services which have been inaccurately reported or are found to be unsubstantiated;

26.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by PGCSC.

26.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions.

26.4 Any amounts paid by PGCSC for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments.

26.5 Any amounts expended for items or purposes determined unallowable by PGCSC when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;

26.6 Any amounts paid by PGCSC for which the contractor's books, record, and other documents are not sufficient to clearly substantiate that those amounts were used by the contractor to perform contract services;

26.7 Any amounts received by the Contractor from PGCSC which are identified as a financial audit exception;

26.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;

26.9 Any amounts paid to the contractor which is subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.

26.10 Any payments made for services rendered before the contract begin date or after the contract termination date.

27 **Personnel.** The Contractor's personnel shall satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this contract.

28 **Predecessor and Successor Contracts.** The execution or termination of this contract shall not be considered a waiver by PGCSC of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

29 **Professional Standards.** The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

30 **Reporting and Client Referral Requirements.**

30.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 10th day following each month during the contract term the Contractor shall submit programmatic and financial reports to PGCSC in the form set forth in the contract. Failure to submit accurate and complete reports by the 10th day following the end of a month may result, at the option of PGCSC, in retention of Payment. Failure to provide such report within 30 days following the end of a month may result, at the option of PGCSC, in a forfeiture of such payment.

30.2 The Contractor shall utilize a standardized assessment process for eligible persons including an instrument that meets at a minimum certain functional status requirements established by PGCSC and DES A&AA. PGCSC and DES A&AA must review and approve the instrument to be employed prior to implementation or usage of an assessment instrument.

30.3 The Contractor shall support the goals of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Aging Information Management System (AIMS for both the input client assessment and service authorization data) said data being extracted from the Arizona Standardized Client Assessment Plan. In addition, all client supporting data for case managed service unit delivered (including case management) and expenditure billed shall also be imputed into AIMS.

30.4 All potential clients for senior services will be directed to PGCSC's Central Intake Department for initial screening and appropriate referral. Senior Services include, but are limited to: Legal, Home Delivered Meals, Respite, Home Care, Family Caregiver Program, and Case Management.

30.5 Contractors of Congregate Meals shall support the goal of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Participant Registration Form and the Nutritional Screening Tool for input into the AIMS system.

30.6 No later than the 30th day following the termination of this contract, Contractor shall submit to PGCSC a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of PGCSC, in forfeiture of final payment.

30.7 All reports shall reference the contract number, Contractor name and contact person, and be submitted to the person designated by PGCSC.

31 **Substantial Interest Disclosure.**

31.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in contractor's organization or with which contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless contractor has made a full written disclosure of the proposed payments, including amounts, to PGCSC.

31.2 Leases or rental agreements or purchase of real property which would be covered by Paragraph 29.1 of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

31.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502.

32 **Supporting Documents and Information.** In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish PGCSC with any further documents and information deemed necessary by PGCSC. Upon receipt of a request for information from PGCSC, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

33 **Technical Assistance.** PGCSC may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

34 **Termination for Any Reason.**

34.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by PGCSC, shall assist PGCSC in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the contractor. The contractor must make provisions for continuing all management/administrative services until the transition of service or eligible persons is complete and all other requirements of this contract are satisfied.

34.2 In the event of termination or suspension of the contract by PGCSC, such termination or suspension shall not affect the obligation of the Contractor to indemnify PGCSC for any claim by any other party against PGCSC arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification in excluded by A.R.S. §41-162 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.

34.3 In the event of early termination, any funds advanced to the contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

35 **Unallowable Costs.** The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), excluding later amendments and editions, on file with the Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs

which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with PGCSC funds.

In addition, the Contractor shall comply with the following publications, as applicable:

35.1 OMB Circular A-87 for State, local and Indian Tribal Governments.

35.2 OMB Circular A-122 for private nonprofit organizations other than institutions of higher education, hospitals or others specified in A-122.

35.3 OMB Circular A-21 for educational intuitions.

35.6 OMB Circular A-133 for audits of institutions of fighter education and other non-profit institutions.

36 **Visitation, Inspection and Copying.** Contractor's or subcontractor's facilities, services, books and records pertaining to the contract shall be available for visitation, inspection and copying by PGCSC and any other appropriate agent of the State or Federal Government. At the discretion of PGCSC, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If PGCSC deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities and services, as well as inspect and copy their contract-related books and records.

37 **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

38 **Certification Regarding Lobbying.** The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20.

39 **Federal Immigration and Nationality Act.**

39.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract. I-9 forms are available for download at USCIS.GOV.

39.2 The PGCSC may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should PGCSC suspect or find that the Contractor or any of its subcontractors are not in compliance, PGCSC my pursue any and all remedies allowed by law, including, but not limited to: Suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

40. **Inclusive Contractor.** Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

41. **Pandemic Contractual Performance.** PGCSC shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. PGCSC may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

41.1 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, PGCSC shall have the following rights:

1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. PGCSC shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 of the AZ Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, PGCSC, at its sole discretion may reinstate the temporarily voided contract(s).

42. **Rate Increase.** The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. PGCSC will review the request and shall determine if the increase shall be granted or if an alterative option is in the best interests of PGCSC. The rate increase adjustment, if approved, will be effective and executed via a contract amendment. Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

43. **Responsibility for Payments Indemnification.** The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save PGCSC harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations and the nature hereinabove designated have been paid, discharged or waived.

44. **Transfer of Knowledge.** The Contractor shall, whenever feasible, share strategies and techniques with PGCSC staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

45. **Transition of Activities.** In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract, shall work closely with the new contractor's personnel and/or PGCSC staff to ensure a smooth and complete transfer of duties and responsibilities. PGCSC's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or PGCSC staff to implement the transfer of duties. PGCSC reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

46. **Warranty of Service.** The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. PGCSC's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the PGCSC Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 *"Contractor"* means any person who has a Contract with the State.

1.5 *"Days"* means calendar days unless otherwise specified.

1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

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

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;
2.3.2 Uniform Terms and Conditions;
2.3.3 Statement or Scope of Work;
2.3.4 Specifications;
2.3.5 Attachments;

2.3.6 Exhibits;
2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract administration and operation.

3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright,

invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;
4.5.2 Cancel the Contract
4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work

or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

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

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

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for

default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

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

9 Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SPECIAL TERMS AND CONDITIONS
Professional Services/ Optional Auto /Children-Vulnerable Adult/Bonding
AAA

1.0 **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:

1.1 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.

1.2 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

1.3 **"May"** indicates something that is not mandatory but permissible.

1.4 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

1.5 **"Should"** indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.

1.6 **"Vulnerable adult"** means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment

2.0 **Advertising, Publishing and Promotion of Contract..** In addition to the terms and conditions in Section 3.6 of the Uniform Terms and Conditions, the following shall apply:

2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:

2.2 "This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

3.0 **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:

3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling $500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:

1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
2. Summary schedule of prior audit findings
3. Auditor's Reports (detailed in the A-133)
4. Corrective Action Plan.

3.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

3 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report,

Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.

3.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

4.0 Availability of Funds.

4.1 The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

5.0 Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.

5.3 Within thirty (30) days of contract award, the Contractor shall submit the *"Request for Search of Central Registry for Employment"* for each employee and subcontract employee providing direct services to children or vulnerable adults.

5.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the *"Request for Search of Central Registry for Employment"* for each employee and subcontract employee providing direct services to children or vulnerable adults.

5.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

6.0 Certification of Cost or Pricing Data.

6.1 By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

7.0 Certification Regarding Lobbying.

7.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)

9 Code of Conduct.

.1 The Contractor shall avoid any action that might create or result in the appearance of:

1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

2. Acted on behalf of the State without appropriate authorization;
3. Provided favorable or unfavorable treatment to anyone;
4. Made a decision on behalf of the State that exceeded its authority, could result in impartiality, or have a political consequence for the State;
5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
6. Loss of impartiality when advising the State

9.0 Competitive Bidding.

9.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

10.0 Compliance with Applicable Laws. In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:

10.1. In accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

10.2 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

10.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .

10.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352)as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

10.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.0 Confidentiality.

11.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

12.0 Contract Term and Option to Extend.

12.1 The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.

12.2 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).

.0 Cooperation.

13.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and

carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

14.0 Data Sharing Agreement.

14.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each DES Program sharing confidential data.

15.0 Equipment.

15.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

15.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.

15.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

15.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

15.5 Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or state law.

16.0 Eligibility for State or Local Public Benefits; Documentation and Violations.

16.1 Contractors providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502 as may be amended. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 as may be amended in the delivery of services under this contract.

17.0 Evaluation.

17.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

18.0 E-Verify.

18.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, subsection A as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

18.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

18.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

18.4 The Department retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.1.

19.0 Fair Hearings and Service Recipients' Grievances.

19.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

19.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

20.0 Federal Immigration and Nationality Act.

20.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

20.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

21.0 Fees and Program Income.

21.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

22.0 Fingerprinting.

22.1 The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

1. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.

2. The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

3. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

4. Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (as may be amended).

5. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

6. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

23.0 <u>Inclusive Contractor.</u>

23.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

24.0 <u>Indemnification and Insurance.</u>

24.1 **Indemnification Clause:**

.1 1. The parties to this contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

24.2 **Insurance Requirements:**

24.2.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

24.2.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **<u>Minimum Scope And Limits Of Insurance:</u>** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$ 50,000

- Each Occurrence $1,000,000

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. **Business Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions. universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. This paragraph, **Business Automobile Liability**, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization is changed.

3. **Worker's Compensation and Employers' Liability**
- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $ 500,000
  - Disease – Each Employee $ 500,000
  - Disease – Policy Limit $1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**
Each Claim $1,000,000

Annual Aggregate $2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

5. **Fidelity Bond or Crime Insurance**
Bond or Policy Limit $ 100,000

a. The bond or policy shall be issued with minimum limits of $100,000.

b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.

c. The bond or policy shall **include coverage for third party fidelity.**

d. The bond or policy shall **include coverage for theft and mysterious disappearance.**

e. The bond or policy shall **contain no requirement for arrest and conviction.**

f. The bond or policy shall cover loss outside the premises of the **Named Insured**

B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise** and shall be sent by certified mail, return receipt requested.

D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

E. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise.** The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance**. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 24.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 24.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 24.2.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 24.0 above.

25.0 IT 508 Compliance.

25.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

26.0 Levels of Service.

26.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

26.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

26.3 Any administration within the Department may obtain services under this contract.

26.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

26.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.

26.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

27.0 <u>Monitoring.</u>

27.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

28.0 <u>Non-Discrimination.</u> In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:

28.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

28.2. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

28.3 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

28.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

> "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (*insert Contractor contact person and phone number here*)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*"

29.0 **Notices.** In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:

29.1 All notices shall reference the contract number.

29.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

1. Change of telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
4. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

30.0 **Offshore Performance of Work Prohibited.**

30.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

31.0 **Order of Precedence.**

31.1 In addition to the terms and conditions in section 2.3 Contract Order of Precedence of the Uniform Terms and Conditions, the following shall apply:

1. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
    1. Division/Administration Special Terms and Conditions;
    2. ADES Special Terms and Conditions;
    3. Uniform Terms and Conditions;
    4. Scope of Work or Specification;
    5. Attachments;
    6. Exhibits;
    7. Documents referenced or included in the Solicitation.

32.0 **Pandemic Contractual Performance.**

32.1 The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

32.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

..0 **Payments.** In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:

33.1 Payments shall be made according to the type of payment defined as follows:

1. Rate (or) Fixed Price- The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable. The Department may authorize units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document and may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.

33.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

33.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

33.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the:
1. The units authorized as stated in section 33.1; or
2. The service reimbursement ceiling;
3. Under no circumstances shall the Department make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.

33.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

34.0 <u>Payment Recoupment.</u>

34.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
1. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
4. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
5. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
6. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
7. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
8. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
9. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
10. Any payments made for services rendered before the contract begin date or after the contract termination date.

35.0 <u>Personnel.</u>

35.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

36.0 <u>Predecessor and Successor Contracts.</u>

.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

37.0 Professional Standards.

37.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

38.0 Rate Increase.

38.1 The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alterative option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.

38.2 Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

39.0. Records. In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:

39.1 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:

1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
2. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
3. Include time and attendance records for individual employees to support all salaries and wages paid;
4. Include records of the source of all receipts and the deposit of all funds received by the Contractor;
5. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
6. Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
7. Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

39.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

39.3 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in Section 41.0 of the DES Special Terns and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
2. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

40.0 Relationship of Parties.

40.1 In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall apply:

1. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
2. Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

41.0 Reporting Requirements.

41.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

41.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.

41.3 No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

41.4 All reports shall reference the contract number and be submitted to the person designated by the Department.

42.0 Responsibility for Payments Indemnification.

42.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

43.0 Scrutinized Businesses.

In accordance with ARS § 35-391 and ARS § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

44.0 Subcontracts. In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:

44.1 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

45.0 Substantial Interest Disclosure.

45.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

45.2 Leases or rental agreements or purchase of real property which would be covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

45.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

46.0 Supporting Documents and Information.

46.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

47.0 Suspension or Debarment.

47.1 In addition to the terms and conditions in section 9.3 of the Uniform Terms and Conditions, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment).

.0 Technical Assistance.

48.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

49.0 Termination for Any Reason.

49.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

49.2 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. §35-154as may be amended the provisions of this paragraph shall not apply.

49.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

50.0 Termination for Default. In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:

50.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

51.0. Transfer of Knowledge.

51.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

52.0 Transition of Activities.

52.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

53.0 Unallowable Costs.

53.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

53.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

1. OMB Circular A-87 for State, local and Indian Tribal Governments.
2. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
3. OMB Circular A-21 for educational institutions.
4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

54.0 Visitation, Inspection and Copying.

54.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

55.0 Warranty of Services.

55.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished

Notices:

In addition to the terms and conditions in Section 29.0 Notices of the DES Special Terms and Conditions the following shall apply:

Item 4 is replaced with the following:

In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

Reporting Requirements:

In addition to the terms and conditions in Section 41.0 Reporting Requirements of the DES Special Terms and Conditions the following shall apply:

All the provisions of this Section shall apply except that Contractors shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the contract, unless otherwise provided in this contract. Contractors shall submit final program and fiscal reports no later than the 60th day following termination of the contract.

Payments:

In addition to the terms and conditions in Section 33.0 Reporting Requirements of the DES Special Terms and Conditions the following shall apply:

Fixed Price with price Adjustment – Reimbursement to the Contractor is in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in Section 29, Notices, 4. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

Background Checks for Employment through the Central Registry:

Section 5.0 of the DES Special Terms and Conditions is replaced in its entirety with the following:

5.1 If providing direct services to children or vulnerable adults, the following shall apply:

5.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.1.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients. These requirements shall apply throughout the full term of the contract.

5.1.3 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY (ADES)
DIVISION OF AGING AND ADULT SERVICES (DAAS)
SPECIAL TERMS AND CONDITIONS

Amendment #8

Delete and Replace:

AZDES Special Terms and Conditions, section 1.2, delete and replace the original with the following:

"Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

Amendment #12

Delete and Replace:

ADES Special Terms and Conditions, Fingerprinting section 22.1.1, delete and replace the original with the following:

Effective immediately, Contractor and Subcontractor staff who are required or allowed to provide services directly to juveniles or vulnerable adults shall possess a fingerprint clearance card that meets Level One requirements as described in ARS 41-1758.07, OR, if waiting receipt of their clearance card, shall provide services under direct visual supervision and oversight of an employee who possess a level one fingerprint clearance card until they are issued a valid fingerprint clearance card that meets the Level One requirements. Contractor and Subcontractor staff include current employees whether paid or not who transfer into a direct service position, volunteers, and new employees whether paid or not.

Amendment #13

REPLACE
DAAS Special Terms and Conditions, Background Checks for Employment through the Central Registry, section

5.0 Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
   1. Any person who applies for a contract with this State and that person's employees;
   2. All employees of a contractor;
   3. A subcontractor of a contractor and the subcontractor's employees; and
   4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

5.4 Effective August 2, 2012:
   1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
   2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or

neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

5.5 The person shall not provide direct services to ADES clients until the results of the Central Registry Background Check are complete and the results indicate that the person has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

5.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

ADD

11.0 Confidentiality

11.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

Amendment #14

Delete and Replace:

DAAS Special Terms and Conditions, **Background Checks for Employment through the Central Registry**, section **5.0**, delete and replace the existing version with the following:

If providing direct services to children or vulnerable adults, the following shall apply:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a contractor;
3. A subcontractor of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

5.4

1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

5.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:

1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or
   another state or jurisdiction; and
2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or
   another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct

Service Position is located at:
https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc.

5.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

5.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at:
https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc

Amendment #14 cancels out the language in amendment #13. Note the amendment #13 and 14 talks about DAAS special terms and conditions.

Pinal-Gila Council for Senior Citizens
Area Agency on Aging
8969 W. McCartney Rd.
Casa Grande, Arizona 85194-7432
(520) 836-2758 1-800-293-9393
Fax (520) 421-2033

CONTRACT BETWEEN **PINAL-GILA COUNCIL FOR SENIOR CITIZENS** (The PGCSC)
and **GILA COUNTY COMMUNITY SERVICES DIVISION**
(The Provider)
located at **5515 South Apache St., Ste. 200, Globe, AZ 85501**

The PROVIDER is:
[ ] Private Non-Profit Corporation
[ ] Corporation
[X] Other: County Government

WHEREAS, THE PGCSC is duly authorized to execute and administer contracts under A.R.S.§41-1953.1 et seq.; and,

WHEREAS, THE PGCSC desires that THE PROVIDER deliver services and THE PROVIDER has agreed to deliver services pursuant to the terms and conditions herein;

THEREFORE, THE PGCSC AND THE PROVIDER agrees to abide by all the terms and conditions set forth in this Contract.

This document, its annexes, appendices and attachments, including any subcontracts, amendments and modifications shall constitute the entire Contract between the parties, and supersedes all other understandings, oral or written.

FOR AND ON BEHALF OF THE PGCSC:

SIGNATURE

Olivia B. Guerrero, M.S.
TYPE NAME

EXECUTIVE DIRECTOR
TITLE

6-24-2013
DATE

014-0444
CONTRACT I.D. NUMBER

FOR AND ON BEHALF OF THE PROVIDER:

SIGNATURE

Michael A. Pastor
TYPE NAME

Chairman, Gila County Board of Supervisors
TITLE

7-16-2013
DATE

ATTEST:
Marian E. Sheppard, Clerk of the Board

Approved as to form:

_____ Date: 7-16-2013

Bryan B. Chambers
Deputy Attorney Principal

PINAL-GILA COUNCIL FOR SENIOR CITIZENS
ANNEX B

CONTRACT I.D. NUMBER: 0014-0444

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

[X] Area Agency on Aging, Region V (AAA)

[ ] Supplemental Payment Program (SPP)

[ ] Title V

[ ] United States Department of Agriculture (USDA)

[ ] Arizona Long Term Care System (ALTCS)

1.0 REIMBURSEMENT/PAYMENT CEILING:

The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be:

Amount during the Contract Term $ 5,810

If this contract is extended or renewed for multiple periods, or is established as a multi-year contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below.

Maximum amount during the period from July 1, 2013 to June 30, 2014 is $5,810

The method of compensation shall be in accordance with Section 2.0 of this Compensation Section.

2.0 COMPENSATION

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

☐2.1 Rate *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

■ 2.2 Fixed Price with Price Adjustment *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling
Minor Home Repair (RPR)	$5,810

3.0 METHOD OF PAYMENT

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with Section 4.04 Payment of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.

B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.

C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).

D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.

E. The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10th day of each month. Failure to comply by the 10th day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.

F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in Section 4.03 Amendments of the General Provisions.

G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.

H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.

I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.

J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

3.1 Arizona Long Term Care Services (ALTCS)

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at **$0.00.**

4.0 REPORTING REQUIREMENTS

4.1 Financial Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10th day of the month:

[X] A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

4.2 Program Reporting Requirements

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Program reports on or before the 10th day of the month or as designated:

A. Pinal-Gila Council for Senior Citizens/AAA
- [ ] Congregate Monthly Meals Report (10th)
- [ ] Home Delivered Meals Monthly Meals Report (10th)
- [X] Monthly Social Services (10th)
- [ ] Congregate Meals Registration Form w/Nutrition Score - Weekly
- [ ] Service Utilization Log (Service Log) (3rd)
- [ ] Monthly Education/Activities Report (10th)
- [ ] Calendar of Activities (10th)
- [ ] Food Cost Report (10th)
- [ ] Nutrition Education Report (10th)
- [ ] Transportation Summary Sheet (10th)
- [ ] Menu Cycle for RD approval - Quarterly
- [X] Outreach Report - Quarterly
- [ ] Non-Client Supportive Service Report – FCSP and roster (10th)
- [ ] Monthly, Ramp Loan Report (10th)

B. Supplemental Payment Program

- [ ] ASCAP – Arizona Standardized Client Assessment Form (3rd)

C. Arizona Long Term Care Services (ALTCS)

- [ ] PG001 – Monthly Log of ALTCS Home Delivered Meals (3rd)

4.3 The reports require in 4.1 and 4.2 shall be submitted to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road

Casa Grande, AZ 85194-7432

or delivered to:

Pinal-Gila Council for Senior Citizens
8969 W. McCartney Road
Casa Grande, AZ 85194-7432

5.0 DELIVERY AND UNITS OF SERVICE

5.1 Delivery of Service:

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
B. Significant changes in the delivery of the hot and/or frozen meal schedule.
C. Revisions to the service methodology of any service specifications.
D. Changes in the "suggested donation."
E. The provider shall notify the PGCSC, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

5.2 Level of Service

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Minor Home Repair	24	

1) Direct Service means services performed by the contractor.
2) Purchase Service means services purchased via a subcontract by the contractor.

6.0 Client Contributions:

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

7.0 Books and Records:

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with

PGCSC policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

PROGRAM/ADMINISTRATION SECTION

1.0 Authorized Signatory for Contractor:

1.1 Gila County Community Services Division (PROVIDER AGENCY NAME), FEI No. 86-6000444 (FEDERAL EMPLOYER IDENTIFICATION NUMBER)

5515 S. Apache Ave., Suite 200, Globe, AZ 85501 (Address) 928-425-7631 (Phone Number)

1.2 Michael A. Pastor (Name of Principal Authorized Signatory) Chairman, Gila Co. Board of Supervisors (Title)

To execute contracts and amendments and is responsible for the delivery of Contract Services during the term of this Contract.

1.3 In the absence of the principal authorized signatory named above, Malissa Buzan (Name) Interim Director (Title) is authorized to sign this Contract and any amendments thereto on behalf of the Provider.

2.0 Notices:

2.1 The PGCSC AAA shall address all notices relative to this Contract to the attention of:
Malissa Buzan, Gila County Community Action/Housing Services Manager (Name and Title)
5515 S. Apache Ave., Suite 200, Globe, Arizona 85501 (Address) 928-425-7631, Ext. 8693 (Phone Number)
FAX: 928-425-9468 E-MAIL: mbuzan@co.gila.az.us

2.2 Daily contact regarding programmatic issues for this contract:
Malissa Buzan, Gila County Community Action/Housing Services Manager (Name and Title)
5515 S. Apache Ave., Suite 200, Globe, Arizona 85501 (Address) 928-425-7631, Ext. 8693 (Phone Number)
FAX: 928-425-9468 E-MAIL: mbuzan@co.gila.az.us

2.3 Financial contact for issues regarding to this contract:
Bree'na York, Fiscal Manager (Name and Title)
5515 S. Apache Ave., Suite 200, Globe, Arizona 85501 (Address) 928-425-7631, Ext. 8667 (Phone Number)
FAX: 928-425-9468 E-MAIL: byork@co.gila.az.us

2.4 The Provider shall address all notices relative to this Contract to the attention of:

President/CEO
Pinal-Gila Council for Senior Citizens
8969 W. McCartney Rd., Casa Grande, AZ 85194-7432

Telephone Number: (520) 836-2758
FAX: 520-421-2033
E-Mail: info@pgcsc.org

3.0 Contract Term:

The term of this Contract shall begin on July 1, 2013
■ or the date of last signature, whichever is later, and shall terminate on June 30, 2014.

4.0 Contract Purpose: The Contract Services to be provided during the term of this Contract shall address the problem(s) and need(s) and seek to achieve program goals described below.

The target populations and needs are identified and specified in the Area Agency on Aging Area Plan for Services and the Area Plan Amendments.

Contract Goal: To plan, coordinate and implement a comprehensive system of services for the elderly in accordance with the Older Americans Act of 1965 (42 U.S.C., and 3001, et. seq.); the OAA Regulations 45 CFR part 1321): DHHS Grant Administration Regulations (45 CFR part 74): and other applicable laws, rules and policies.

5.0 Contract Services and Service Delivery

5.1 Scopes of Work:

Each Contract Service to be provided during the term of this Contract shall be delivered in accordance with the requirements indicated in this contract.

5.2 Subcontractor

[ ] Any portion of the Contract Services to be provided under this contract by Subcontractors as identified in Section 5.6 of Annex A Section, the Contractor understands and warrants that no work shall be performed by a Subcontractor until the subcontract document has been reviewed by and approved in writing by the authorized PGCSC representative.

5.3 The Contract Services marked (x) below indicate the service(s) to be delivered during the term of this Contract to eligible persons are:

☒ Minor Home Repair/Renovation	_____ Congregate Meals	Home Care Cluster:
____ Respite (Group)	_____ Home Delivered Meals	_____ Attendant Care
____ Respite (In-Home)	_____ Transportation	_____ Housekeeping
____ Case Management – PSA II & V	_____ Legal	_____ Personal Care
____ Family Caregiver Services		

5.4 Eligibility Criteria, Intake Procedures and Case Records:

5.4.1 Eligibility Criteria

[x] A. Title III:

Aging Services Eligibility criteria is limited to the descriptions in 45 CFR Part IV. "Grants for State and Community Programs on Aging," and Title XVI of the Social Security Act, as amended, and as identified in Aging & Adult Administration's Policy and Procedure Manual – 2004 and PGCSC Policies and Procedures.

[ ] B. Supplemental Payment Program:

The Supplemental Payments Program (SPP) had been considered an entitlement program for some clients receiving Housekeeper, Home Health Aid and/or Visiting Nurse services until June 30, 1993. It is now a discretionary program, based upon funding availability. Individuals who were enrolled in the SPP Prior to 6/30/1993 were authorized to maintain monthly payments to purchases services as long a eligibility is maintained.

5.4.2 Intake Procedures

A. Providers will be required to adhere to PGCSC's Central Intake System for all client tracked (case managed) services.

B. As required for individual services per Aging & Adult Administration's Policy and Procedure Manual Chapter 3000, Section 3140 and PGCSC policies and procedures.

C. Providers will be required to adhere to Aging & Adult Administration's Policies with respect to entry of client data and service billing on the DAARS system.

5.4.3 Case Records

Case records shall be maintained as specified in the Aging & Adult Administrations Policy and Procedures 3000, Section 3140 and PGCSC policies and procedures.

5.5 Staffing:

Each Contract Service shall be provided by the following personnel positions:

Contract Service Name	Position Title	No. of FTEs	Ratio of Direct Care Staff to Clients
Minor Home Repair	Community Action/Housing Services Program Manager	1	n/a
	Housing Rehab Specialist	1	n/a
	Housing Services Administrative Assistant	1	n/a

5.6 Facility Location:

Contract Services may be delivered only at the facilities and locations specified below and shall be available during the hours of operation indicated:

NAME OF FACILITY, ADDRESS, PHONE AND FAX NUMBER WHERE THE SERVICES WILL BE PROVIDED. (IF SERVICES ARE PROVIDED IN CLIENTS HOME, LIST INFORMATION FOR FACILITY PRIMARY OFFICE LOCATION)	CONTRACT SERVICE(S)	SUBCONTRACTOR	DAYS AND HOURS OF OPERATION	GEOGRAPHIC COVERAGE
Gila County Community Services Division 5515 S. Apache Street, Suite 200 Globe, AZ 85501 Phone: (928) 425-7631 Toll Free: 800-304-4452 Fax: (928) 425-9468	Minor Home Repair		Mon – Friday 8am to 5pm	Gila County

The facility(s) listed above will not be open on those holidays marked below (darken box for applicable holidays):

☒ New Year's Day	☐ Good Friday	☐ Yom Kippur	*(Other Holidays)*
☒ Martin Luther King Jr.'s Birthday	☒ Memorial Day	☐ Columbus Day	☒ Friday after Thanksgiving
☐ Lincoln's Birthday	☒ Independence Day	☒ Veteran's Day	☐ _____
☐ Washington's Birthday	☒ Labor Day	☒ Thanksgiving Day	☐ _____
☒ President's Day	☐ Ros Hashanah	☒ Christmas Day	☐ _____

☐ The holidays indicated above apply only to the administrative office; services are provided 24 hours.

PINAL-GILA COUNCI FOR SENIOR CITIZENS

CONTRACT OPERATING BUDGET

Attachment A

Agency Name: Gila County Community Action/Housing Services

Contract Number: 014-0444

FOR PERIOD From:7/01/13 To:6/30/14

Prepared by: M. Buzan

Date: July 1, 2013

REVENUES

Services:	Home Repair (RPR)							GRAND TOTAL
Totals	5,810	0	0	0	0	0	0	5,810
AREA AGENCY CEILING	5,810							5,810
TITLE V								0
U.S.D.A.								0
ALTCS								0
OTHER CEILING								0
OTHER CEILING								0
OTHER CEILING								0
REIMBURSEMENT CEILING	5,810	0	0	0	0	0	0	5,810
PROGRAM INCOME								0
NON-FEDERAL INKIND								0
NON-FEDERAL CASH								0
OTHER NON-FEDERAL CASH								0
TITLE V								0
OTHER FEDERAL								0
TOTAL REVENUE	5,810	0						5,810

EXPENSES

Budget Categories								
Personnel								0
ERE								0
Professional/Outside	5,000							5,000
Travel								0
Space								0
Equipment								0
Material/Supplies	810							810
Operating Svcs.								0
Allocated Indirect								
TOTAL EXPENSES	5,810	0						5,810
SUBTOTAL/Direct Svcs.								
SUBTOTAL/Purchased Svs.	5,810	0						5,810
SERVICE TOTAL	5,810	0	0	0	0	0	0	0
No. of Units Direct	24							
No. of Units Purchased								
Unit Rate/Direct	242.08							
Unit Rate/Purchased								
Unit Rate/Contract								

22.0 HOME REPAIR AND RENOVATIONS

22.1 Purpose Statement

The service helps to assist older adults to obtain adequate housing, including residential repair and renovation projects designed to enable older adults to maintain their homes in conformity with minimal housing standards.

22.2 Service Description

22.2.1 Taxonomy Definition – A service that provides for safety and/or structural repairs to the home.

22.2.2 Home repair increases or maintains independence of eligible individuals.

22.2.3 Home repair increases the individual's mobility, safety, and access to and around the home.

22.2.4 For purposes of the Family Caregiver Support Program, this service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.

22.2.5 Eligibility Requirements - The Contractor shall provide services to individuals and caregivers that meet the eligibility requirements as described in Chapters 3100 and 3600 of the DAAS Policy and Procedure Manual, as may be amended.

22.3 Service Requirements – The Contractor shall:

22.3.1 Ensure that all subcontractors receive an orientation to the Contractor's agency and to the target group being served.

22.3.2 For purposes of the Family Caregiver Support Program, ensure that services are provided on a temporary and limited basis as defined in the DAAS Policy and Procedures Manual, Chapter 3600, as may be amended.

22.3.3 Examine and utilize all other available resources (e.g., funding) prior to providing the service.

22.3.4 Assess the adequacy of the individual or caregiver's residences in relation to his/her needs, desires and preferences, and specify/document the needed structural repairs or adaptations.

22.3.5 Adapt, repair or build structural items which increase the person's ability to perform activities of daily living independently or which eliminate unsafe conditions, such as, but not limited to:

1. Building of ramps.
2. Cooler and heater repair/maintenance.
3. Widening of doorways.
4. Installation of grab bars.
5. Screen repair.
6. Installation of safety mats.
7. Window repair.
8. Minor roof repair.
9. Door repair.
10. Floor repair.

22.3.6 Any adaptations to be done to rental property shall have prior signed consent of the owner/landlord.

22.4 Licensure/Certification Requirements – The Contractor shall:

22.4.1 Comply with all federal, state and local licensure/certification requirements.

22.4.2 Ensure that materials and work meet industry standards.

22.4.3 Ensure that all repairs and adaptations conform to state and local building codes.

22.5 Performance Measure

22.5.1 Number of clients that receive services annually.

22.6 Reporting Unit

22.6.1 One unit of service equals one repair or adaptation.

PROPOSERS QUESTIONNAIRE – MINOR HOME REPAIR

All Proposers must answer the following questions. In the space provided respond to the following questions. Responses should be concise and when appropriate measurable.

1. **CLIENT CONTRIBUTIONS:** Explain your method for soliciting contributions from participants, security procedures, accounting and cash handling procedures. Identify staff responsible for implementing this procedure.

All persons receiving assistance through PGCSC Minor Home Repair Funding will be informed of their ability to contribute to the costs of the service. Each person will be given a "Client Contribution Information Form" which enables them to send in their donation. Should a client decide to donate, any funds received by Housing Services Staff will be immediately documented in the program file and then given to the Fiscal Accountant or Fiscal Manager to complete the process to deposit the money into the Minor Home Repair Program account.
Funds derived from donations will be utilized to assist additional persons with Minor Home Repairs.

2. **TARGETING:** How will the provider ensure that those in greatest economic or social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) are given priority in the delivery of service? Please refer to Outreach/Targeting Agreement for further clarification.

Gila County will target those residents aged 60 or over or those under 60 who have a disability. The program will be designed to assist persons who do not have the resources and/or family or friends to assist them with minor home repairs.

3. **OUTREACH:** In addition, identify the specific outreach activities that will be conducted to reach and inform those in greatest social or economic need of the availability of the program. Provide a timetable for completing these activities.

Gila County will perform outreach to advertise the availability of PGCSC Minor Home Repair Funding through several methods. They are as follows:

Once we receive notification of a successful fund award, our timeline for outreach will be:

- Week 2 through Week 4- Media Press Releases – Public Service Announcements will be provided to local newspapers and radio stations on a semi-annual basis to announce the program.
- Week 2 and ongoing - Brochures and Pamphlets – the funding will be included on printed materials that are distributed from the Gila County Community Action/ Housing Services.

4. **INTAKE PROCESS:** Briefly describe the process that is used for intake, to include time frame between intake and assessment, information taken at intake, how determination at intake is made that an assessment is needed and any other information that would help in understanding the intake process.

The intake process begins with a request for assistance, this may be via telephone or in person. A Pre-Application form is filled out at the time of request. This form is submitted to the Housing Assistant on the same day as it is completed. The Housing Assistant reviews the form, contacts the applicant and performs an assessment of the situation. If it is determined that the applicant is eligible to receive assistance, an appointment for services is scheduled. The appointment is usually scheduled within 7 days of the initial assessment. Eligibility determination is finalized at the appointment for services. The Housing Rehab Specialist and/or Housing Program Manager will schedule a visit to the applicant's residence to verify the need for minor home repair. He will inform the Housing Assistant of the needed repairs and the Housing Assistant will contact one of our qualified contractors to schedule the repairs. A site visit will be performed once the contractor indicates the work is completed. The homeowner will be asked to complete a Satisfaction Survey, and the file is closed if the Housing Assistant determines the job is completed satisfactorily.

5. **ASSESSMENT PROCESS:** Briefly describe the assessment process that is used to determine that the work requested for the individual's and/or caregiver's residence is in relation to his/her needs and will improve the safety and increase the individual's ability to live independently.

The Housing Rehab Specialist and/or Program Manager will visit the residence to inspect and determine the extent of the repair needed.

6. **Pandemic (Emergency) Preparedness Plan:** Provide a copy of the provider pandemic/emergency preparedness plan. At a minimum the plan must include: (1) Key succession and performance planning if there is a sudden significant decrease in the contractor's workforce. (2) Alternative methods to ensure there are services or products in the supply chain. (3) An up to date list of company contacts and an organizational chart.

This information may be added as a separate page(s) to the responses for the proposal's questionnaire and should be clearly marked as the Pandemic (Emergency) Preparedness Plan. Or, responses to the minimum requirements may be answered below.

1. **An Emergency Response Plan in the event of a declared pandemic has been developed by the Division of Health and Emergency Services. This is the official plan for all of Gila County. See Attachment A for more information regarding the Gila County D.H.E.S. plan.**
2. **See Gila County's Emergency Response Plan for details of alternative methods to ensure there are services or products in the supply chain.**
3. **An organizational Chart is attached as Attachment B.**

OUTREACH/TARGETING POLICY AGREEMENT

In accordance with the Older Americans Act, as amended, each provider contracting with PGCSC/AAA Region V, agrees to continue their efforts of targeting their services to older persons with greatest economic or social need with particular attention to low-income minorities, older individuals with limited English proficiency, isolated rural elders, Native Americans and severely disabled elderly through various methods such as:

To promote programs which increase service accessibility and availability to the targeted population.

To educate individuals on available benefits and services provided with Older American Act funds and the Area Agency on Aging, social service agencies, and the support service network.

To network with other community agencies that provide support services to enhance the availability of services and resources for the targeted population.

To provide prevention and general intervention services when needed for the targeted population.

To provide advocacy services as needed with/on behalf/or for the targeted population.

To assist in developing policy and system changes within the community to assist the well-being of the targeted population.

To identify the targeted population through various outreach techniques.

To provide information and referral or assistance as needed to the targeted population.

To request technical assistance related to the contract services from PGCSC/AAA, as needed.

To document these services within the Monthly Educational Program/Special Activity Report.

To translate materials and flyers relating to program activates and access, when possible.

To continue the activities that the subcontractor has submitted in their outreach and targeting statement included in this contract.

To provide culturally relevant programs which address the specific needs of the targeted population.

To serve each low-income minority elderly group in at least the same proportion, as they exist in their service boundary area.

To obtain program and/or advisory public input from specific ethnic minority communities, i.e., groups, organization, individuals, institutions, etc.

To provide client access to bilingual and/or bicultural persons/staff to accommodate those elderly who speak limited English.

To use minority volunteers in direct service when possible.

To provide opportunities for staff to obtain training in cultural differences and specific needs of the low-income minority elderly.

Signature 7/30/13
Date

VIII. METHOD OF EVALUATION

Each person assisted with this program will be provided with a Follow-Up Form and a self-addressed, stamped envelope to return to Housing Services. The client is requested to evaluate the quality and timeliness of the service they have received and return the form within 30 days.

The Follow-Up Forms are retained in the client file.

COST ALLOCATION PLAN
FY 2012-2013

Cost	**Allocation**
Minor Home Repair	24 clients assisted with $250 per unit x 100% charged to Pinal Gila Council for Senior Citizens funding.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS UNIFORM GENERAL TERMS AND CONDITIONS

1. Definitions As used in these terms and conditions, the following terms have the following meaning:

1.1 **"Annex A"** is the annex to this Contract, which contains a description of the services to be delivered pursuant to this Contract.

1.2 **"Annex B"** is the annex to this Contract, which contains the approved budget, level of service and any conditions for payment for the delivery of service(s) pursuant to this Contract.

1.3 **"Attachment"** means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.4 **"Begin Date"** means the date that the contractor may start to provide services under this contract. The contractor will not be paid or reimbursed for contract services provided prior to the Begin Date. However, payments or reimbursements shall not be made under this contract until the effective date of this contract.

1.5 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment having an acquisition cost of $1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., tax, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures or other facilities; improvements).

1.6

1.6 **"Compensation"** means that part of this contract that contains the approved method of payment or reimbursement, which may include a budget or fee or rate for the delivery of service(s) pursuant to this contract. Compensation also means Cost or Price.

1.7 **"Contract"** means the combination of the solicitation, including the Uniform and Special Instruction to offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.8 **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.9 **"Contract Expenditures"** means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget for Contract Services set forth in Annex B.

1.10 **"Contract Services"** means the services to be delivered by the Contractor that are so designated in Annex A.

1.11 **"Contractor"** means any person or entity who has a Contract with Pinal-Gila Council for Senior Citizens.

1.12 **"Days"** means calendar days unless otherwise specified.

1.13 **"Department"** means Pinal-Gila Council for Senior Citizens (PGCSC_).

1.14 **"Eligible Persons"** means the persons determined eligible for contract services in accordance with the criteria set forth herein.

1.15 **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.16 **"Fiscal Year"** means the period beginning with July 1 and ending June 30.

1.17 **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal of greater value is received.

1.18 **"Materials"** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.19 **Procurement Officer"** means the Pinal-Gila Council for Senior Citizens President/CEO, who is duly authorized to enter into and administer contract and make written determinations with respect to the contract or his or her designee.

1.20 **"Reimbursement Ceiling"** means the amount so designated in Annex B and is the maximum amount payable by Pinal-Gila Council for Senior Citizens under this contract.

1.21 **"PGCSC"** is Pinal-Gila Council for Senior Citizens , is the designated Area Agency on Aging (AAA) for Region V.

1.22 **"Scope of Work"** means the description of service(s) to be provided pursuant to this contract. Scope of Work also means "Service" .

1.23 **"Services:** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.24 **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.25 **"Vulnerable adult"** means an individual who is eighteen (18) years of age or older who is unable to protect him/herself from abuse, neglect or exploitation by others because of a physical or mental impairment.

2. Contract Interpretation

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

2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 **Contract Order of Precedence.** In event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;
2.3.2 Uniform Terms and Conditions;
2.3.3 PGCSC Uniform General Terms and Conditions;
2.3.4 Annex A, Statement or Scope of Work;
2.3.5 Specifications – Methodology;
2.3.6 Annex B, Budget and Conditions of Payment
2.3.7 Attachments;
2.3.8 Exhibits; and
2.3.9 Documents referenced or included in Solicitation.

2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither part to this Contract shall be deemed to be the employee or agency of the other party to the Contract. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from the contract, the Cont5ractor or their personnel will not be represented by PGCSC.

2.5 **Severability.** The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 **No Parol Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in the document and no other understanding either oral or in writing shall be binding.

2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation.

3.1 **Records.** Under A.R.S. §35-214 and §35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and PGCSC at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.1.1 Contract service records will be maintained in accordance with this contract. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures. Records shall, as applicable, meet the following standards:

3.1.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

3.1.1.2 Include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, and effective dates of personnel actions affecting any of these items;

3.1.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

3.1.1.4 Include records of the source of all receipts and the deposit of all funds received by the contractor;

3.1.1.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;

3.1.1.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,

3.1.1.7 Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.2.1 Unless exempt under Federal law the contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

3.2.2 If contractor is an Indian Tribal Government, contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal contractor to engage in Indian preference in hiring.

3.2.3 The contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

3.2.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under the Americans with Disabilities Act, the (*Insert Contractor name here)* must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the (*insert Contractor name here)* must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here)* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. Please contact: *(insert Contractor contact person and phone number here)"*

3.3 **Audit.** Pursuant to ARS §35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and PGCSC, and where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), as amended by the Single Audit Act Amendment of 1996 (P.L. 104 to 156), contractors designated as subrecipients, as prescribed by the President's Council on Integrity and Efficiency Position Statement No. 6, expending Federal funds from all sources totaling $300,000 or more ($500,000 for fiscal years ending after December 31, 2103) must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133). The audit must include the Reporting Package as outlined in A-133. The Department's contract numbers and award amounts must be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. A copy of the Audit Report, Management Letter and Auditors Opinion must be submitt4ed to the Department's office of Audit and Management Services within thirty (30) days after completion of the audit to the Department person designated to receive notices.

3.3.2 All contractors are subject to the programmatic and fiscal monitoring requirement of each Department program to insure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all contractors designated as vendors is an annual financial audit, which includes Department contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to the Department person designated to receive notices within thirty (30) days after completion of the audit.

3.3.3 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-wards audits, Department monitoring during the contract, and post-award audits.

3.3.4 Audits of non-profit corporation receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules regulations and standards.

3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. PGCSC shall also have the right to test at it own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If PGCSC determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by the PGCSC to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to PGCSC required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an Authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary. In the event that no person is designated to receive notices, then notices shall be sent to the contract signatory. All notices shall reference the contract number.

3.5.1 The Contractor shall give written notice to PGCSC of changes to the following, and a written amendment to the contract shall not be necessary and all such notices shall reference the contract number:

3.5.1.1 Change of address of business office;

3.5.1.2 Change of telephone number;

3.5.1.3 Changes in the name and/or address of the person to who notices are to be sent;

3.5.1.4 Changes in contract-related personnel positions of the contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract;

3.5.1.5 Change in the name of the contractor, where the ownership or responsible entity remains the same; or

3.5.1.6 In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

3.5.1.7 Where a change does not fall within 3.5 or its subsections, the Contractor must obtain approval from the Procurement Officer prior to effecting the changes.

3.6 **Advertising Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercials benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 **Property of PGCSC.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of PGCSC. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of PGCSC.

3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and PGCSC shall be considered the creator of such Intellectual Property. PGCSC shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify PGCSC, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in PGCSC and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than PGCSC. The intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not PGCSC without the express written authorization of PGCSC.

4. Costs and Payments

4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from PGCSC within thirty (30) days.

4.1.1 Payments shall be made according to the methods of compensation defined as follows:

4.1.1.1 **Rate (or) Fixed Price** – The contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of units indicated for each contract service/deliverable. PGCSC may authorize unit in incremental amounts throughout the term of the contract by amending the contract.

Fixed Price with Price Adjustment – Reimburse to the contractor is in accordance with actual, allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The contractor shall furnish PGCSC with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a

category, may be deleted, added, or modified by a contract amendment, provided that the Total Service Cost shall not increase unless a price increase is permitted by renewal or extension of the contract.

4.1.1.2 The contractor shall report contract expenditures to PGCSC in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, PGCSC shall authorize payment or reimbursement in accordance with the method(s) indicated by this contract.

4.1.1.3 If the contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, PGCSC may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

4.1.1.4 Under no circumstances shall PGCSC make payment to the contractor that exceeds the contract or service reimbursement ceiling without an amendment to this contract. Under no circumstances shall PGCSC make payment to the contractor for service performed prior to or after the term of the contract without timely extension or renewal of the contract.

4.1.1.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 **Applicable Taxes.**

4.3.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.

4.3.2 **State and Local Transaction Privilege Taxes.** PGCSC is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 **Tax Indemnification.** Contractor and all subcontractor shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State and PGCSC harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file, unless not required by law.

4.4 **Availability of Funds.** PGCSC may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. PGCSC has sole and unfettered discretion in determining the availability of funds. PGCSC and the contractor my mutually agree to reduce reimbursement to the contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

4.5 **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the PGCSC for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. PGCSC shall make reasonable efforts to secure such funds. PGCSC may reduce or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated. The PGCSC President/CEO shall have the sole and unfettered discretion in determining the availability of funds.

4.6 **Availability of Funds for the Current Fiscal Year.** Should the Legislature (State and/or Federal) or any funding source take action and reduce the appropriations or for any reason and these goods or services are not funded, PGCSC may take any of the following actions:

4.6.1 Accept a decrease in price offered by the contractor;

4.6.2 Cancel the contract;

4.6.3 Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1 **Amendments.** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.1.1 Change in the reimbursement ceiling;

5.1.2 Contract term, if extended and/or reduced without terminating the contract;

5.1.3 Service delivery methodology, the scope of work (change in the location of the delivery of service), or the level of service to be provided;

5.1.4 Ownership or legal entity responsible for the contract;

5.1.5 Personnel of the contractor, when the individual is indicated by name or qualification, in the contract;

5.1.6 Any other changes in the terms and conditions of the contract which Pinal-Gila Council for Senior Citizens deems substantial; or,

5.1.7 Except where contract special terms and conditions provide otherwise.

5.2 **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.2.1 The Contractor shall provide copies of subcontracts relating to the provision of contract services to PGCSC, upon request.

5.3 **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. PGCSC shall not unreasonable withhold approval.

6. Risk and Liability

6.1 **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 **Indemnification.**

6.2.1 **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that PGCSC shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that PGCSC shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 **Public Agency Language Only.** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs or expenses

(including reasonable attorney's fees) hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.

6.3 **Indemnification – Patent and Copyright.** The Contractor shall indemnify and hold harmless PGCSC against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by PGCSC of materials furnished or work performed under this Contract. PGCSC shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.P. § 41-621 and § 35-154, this section shall not apply.

6.4 **Force Majeure**

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunction-intervention-acts; or failure or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall <u>not</u> include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effect of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits, if and to the extent that such delay or failure is caused by force majeure.

6.5 **Third Party Antitrust Violations.** The Contractor assigns to PGCSC any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractors, toward fulfillment of this Contract.

7. <u>Warranties</u>

7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 **Quality.** Unless otherwise modified elsewhere in the terms and conditions, the Contractor warrants that, for one year after acceptance by PGCSC of the materials, they shall be;

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 **Fitness.** The Contractor warrants that nay material supplied to PGCSC shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 and 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by PGCSC.

7.5 **Year 2000**

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6.1 In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by PGCSC.

7.6.2 Nothing in this contract shall be construed as a waiver of an Indian Tribe's sovereign immunity; nothing shall be construed as an Indian Tribe's consent to be sued, or as consent by an Indian Tribe to jurisdiction of any State Court.

7.6.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. § 13-3620.

7.6.4 The Contractor shall comply with P.L. 101-121, Section 319 (21 U.S.C. section 1352) and 29 C.F.R. Part 93 which prohibit the use of Federal funds for lobbying at which state, in part: Except with the express authorization of

Congress, the Contractor, its employees or agents, shall not utilize any Federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.

7.6.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. §23-722.01 relating to new hire reporting, A.R.S.§23-722.02 relating to wage assignment orders to provide child support, and A.R.S. §25-535 relating to administrative or court-ordered health insurance coverage for children.

7.7 **Survival of Rights and Obligations after Contract Expiration or Termination.**

7.7.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 PGCSC's Contractual Remedies

8.1 **Right to Assurance.** If PGCSC in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in wring that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at PGCSC's options, be the basis for terminating the Contract under the Uniform Terms and Conditions, PGCSC Uniform General Conditions or other rights and remedies available by law or provided by the contract.

8.2 **Stop Work Order.**

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

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

8.3 **Non-exclusive Remedies.** The rights and the remedies of PGCSC under this Contract are not exclusive.

8.4 **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, PGCSC may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 **Right of Offset.** PGCSC shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by PGCSC, or damages assessed by PGCSC concerning the Contractor's non-c0nforming performance or failure to perform the Contract, including expenses, costs or damages described in the Uniform Terms and Conditions and PGCSC Uniform General Conditions.

Contract Termination

9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, PGCSC may cancel this Contract within three (3) years after Contract execution without penalty or further obligation of any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of PGCSC is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 **Gratuities.** PGCSC may, by written notice, terminate this Contract, in whole or in part, if PGCSC determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of PGCSC for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. PGCSC, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 **Suspension or Debarment.** PGCSC may, by written notice to the Contractor, immediately terminate this Contract if PGCSC determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify PGCSC. The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

9.4 **Termination for Convenience.** PGCSC reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of PGCSC without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to PGCSC. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to PGCSC. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A. C. R2-7-701 shall apply.

9.5 **Termination for Default.**

9.5.1 In addition to the rights reserved in the Uniform Terms and Conditions and PGCSC Uniform General Conditions, PGCSC reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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

9.5.3 PGCSC may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.5.4 The contract may immediately be terminated if PGCSC determines that the health or welfare or safety of service recipients is endangered.

9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 **Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A. R. S. §12-1518, except as may be required by other applicable statutes (Title 41).

12 **Certification of Cost or Pricing Data.** By signing the offer and contract award form, the contract, change order, contract amendment or other official form, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to PGCSC shall be adjusted to exclude any significant amounts by which PGCSC finds the price was increased because the contractor furnished cost and pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by PGCSC may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

13 **Fees and Program Income.** The contractor shall impose no fees or charges of any kind upon recipients for specific services authorized under this contract.

13.1 The Contractor shall solicit voluntary donations from program participants for services received. The Contractor shall not deny service to any program participant solely because of a refusal to make a donation.

13.2 Any income received by the Contractor or PGCSC, from participants contributions for services received, shall be reported in accordance with controlling law and regulation.

13.3 Contract Nutrition Providers must utilize Senior Center Nutrition Site Councils to assist in developing a suggested donation amount(s). Suggested donation amount(s) must be posted in a visible location at the Nutrition Site.

13.4 Solicitation of membership fees/dues is not permitted for services funded under this contract.

14 **Competitive Bidding.** The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of nor more than one year and a acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

15 **Confidentiality.** The Contractor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the contractor shall release information to PGCSC as required by the terms of this contract, by law or upon their request.

16 **Contract Extension.** PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC. The Procurement Officer may provide written notice to the Contractor that the contract is being extended for the period specified and a written amendment to the contract signed by both parties shall not be necessary. Any extension must be made prior to the end of the contract period specified in this contract.

17 **Contract Term.** The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.

17.1 PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC.

17.2 PGCSC shall have the unilateral right to extend the contract period for 3 additional one-year periods or portions thereof for a total contract term not to exceed 4 years. The terms and conditions of any such contract extension shall remain the same as the original contract.

17.3 Any extension or renewal must be made prior to the end of the contract period specified in this contract.

17.4 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside the effective contract dates.)

18 **Cooperation.** PGCSC may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and PGCSC employees, and carefully fit its own work to such other Contractor's work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by PGCSC employees. The Contractor shall cooperate as PGCSC deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor's.

19 **Equipment.**

19.1 If the Contractor is authorized to purchase equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with PGCSC funds, shall be reported in accordance with PGCSC inventory policies and procedures. The contractor shall report equipment purchased with contract funds to PGCSC within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with PGCSC funds and submit the equipment inventory form to PGCSC person designated to receive notices.

19.2 PGCSC shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased under this contract. PGCSC shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.

19.3 The Contractor shall not dispose of any equipment purchased under this contract without the prior written consent of PGCSC during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustment to the contract.

19.4 Upon termination of this contract, any equipment purchased under this contract shall be disposed of as directed by PGCSB and, if sold, PGCSC shall be compensated in the amount of its equitable interest.

20 **Evaluation.** PGCSC may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

21. **Fair Hearings and Service Recipients' Grievances.**

21.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the contractor and to PGCSC any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. PGCSC may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

21.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by PGCSC for reviewing and adjudicating grievances by service recipients or subcontractors arising from the contract.

22 **Fingerprinting.** The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to the following:

22.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints for the purpose of

obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.

22.2 The provider shall assume the costs of fingerprint check and may charge these costs to it fingerprinted personnel. PGCSC may allow all or part of the cost of fingerprint checks to be included as an allowable cost in a contract.

22.3 Except as provided in A.R.S.§46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this state, or of acts committed in another state that would be offenses in this state, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

22.4 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).

22.5 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

22.6 Federally recognized Indian Tribes or military bases my submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offenses as described in A.R.S. § 46-141 (F) (as may be amended).

23 Insurance.

INDEMNIFICATION CLAUSE: The parties to this contract agree that Pinal-Gila Council for Senior Citizens, the State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of PGCSC, the State and/or DES as a result of entering into this contract. However, the parties further agree that PGCSC, the State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona and DES in no way warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

23.1 **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

23.1.1 **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury 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
• Blanket Contractual Liability – Written and Oral	$1,000,000

- Fire Legal Liability $ 50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: ***"Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.***

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

23.1.2 **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.***

23.1.3 **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

23.1.4 **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective

date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

23.2 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions: State of Arizona Department of Economic Security wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

a. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

b. Coverage provided by the Contractor shall not be limited to the liability assumed un the indemnification provisions of this contract.

23.3 **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(Pinal-Gila Council for Senior Citizens, 8969 W. McCartney Rd., Casa Grande, AZ 85294-7432 and to State of Arizona Department Representative's Name & Address** and shall be sent by certified mail, return receipt requested.

23.4 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

23.5 **VERIFICATION OF COVERAGE:** Contractor shall furnish PGCSC and the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by PGCSC and the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Pinal-Gila Council for Senior Citizens,, 8969 W. McCartney Rd., Casa Grande, AZ 85222-7432, and AZ DES –Department of Aging & Community Services, Contracts Management Unit, 1789 West Jefferson 2NW (086Z) Phoenix, AZ 85007.** The project/contract number and project description shall be noted on the certificate of insurance. PGCSC and the State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

23.5 **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insured's under its policies **or** Contractor shall furnish to PGCSC and the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

23.6 **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

23.7 **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in paragraph 18 of the DES Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 18.2.2(G), provided that such request be delivered in writing to PGCSC at least 10 days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in DES ST&C paragraph 18.

24. **Levels of Service.**

24.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract during any transition to a subsequent contractor.

24.2 PGCSC makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of PGCSC and that PGCSC reserves the right to obtain like goods or services from other sources when such need is determined necessary by Pinal-Gila Council for Senior Citizens.

24.3 PGCSC Administration may obtain services under this contract.

24.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

24.5 PGCSC makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and PGCSC may decrease and/or increase them by providing written notice to the contractor.

24.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

25 **Monitoring.** Pinal-Gila Council for Senior Citizens may monitor the Contractor or subcontractor and they shall cooperate in the monitoring of services delivered, facilities maintained and fiscal practices.

26 **Payment Recoupment.** The Contractor must reimburse Pinal-Gila Council for Senior Citizens upon demand or PGCSC may deduct from future payments the following:

26.1 Any amounts received by the Contractor from PGCSC for contract services which have been inaccurately reported or are found to be unsubstantiated;

26.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by PGCSC.

26.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions.

26.4 Any amounts paid by PGCSC for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments.

26.5 Any amounts expended for items or purposes determined unallowable by PGCSC when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;

26.6 Any amounts paid by PGCSC for which the contractor's books, record, and other documents are not sufficient to clearly substantiate that those amounts were used by the contractor to perform contract services;

26.7 Any amounts received by the Contractor from PGCSC which are identified as a financial audit exception;

26.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;

26.9 Any amounts paid to the contractor which is subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.

26.10 Any payments made for services rendered before the contract begin date or after the contract termination date.

27 **Personnel.** The Contractor's personnel shall satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this contract.

28 **Predecessor and Successor Contracts.** The execution or termination of this contract shall not be considered a waiver by PGCSC of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

29 **Professional Standards.** The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

30 **Reporting and Client Referral Requirements.**

30.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 10th day following each month during the contract term the Contractor shall submit programmatic and financial reports to PGCSC in the form set forth in the contract. Failure to submit accurate and complete reports by the 10th day following the end of a month may result, at the option of PGCSC, in retention of Payment. Failure to provide such report within 30 days following the end of a month may result, at the option of PGCSC, in a forfeiture of such payment.

30.2 The Contractor shall utilize a standardized assessment process for eligible persons including an instrument that meets at a minimum certain functional status requirements established by PGCSC and DES A&AA. PGCSC and DES A&AA must review and approve the instrument to be employed prior to implementation or usage of an assessment instrument.

30.3 The Contractor shall support the goals of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Aging Information Management System (AIMS for both the input client assessment and service authorization data) said data being extracted from the Arizona Standardized Client Assessment Plan. In addition, all client supporting data for case managed service unit delivered (including case management) and expenditure billed shall also be imputed into AIMS.

30.4 All potential clients for senior services will be directed to PGCSC's Central Intake Department for initial screening and appropriate referral. Senior Services include, but are limited to: Legal, Home Delivered Meals, Respite, Home Care, Family Caregiver Program, and Case Management.

30.5 Contractors of Congregate Meals shall support the goal of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Participant Registration Form and the Nutritional Screening Tool for input into the AIMS system.

30.6 No later than the 30th day following the termination of this contract, Contractor shall submit to PGCSC a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of PGCSC, in forfeiture of final payment.

30.7 All reports shall reference the contract number, Contractor name and contact person, and be submitted to the person designated by PGCSC.

31 **Substantial Interest Disclosure.**

31.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in contractor's organization or with which contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless contractor has made a full written disclosure of the proposed payments, including amounts, to PGCSC.

31.2 Leases or rental agreements or purchase of real property which would be covered by Paragraph 29.1 of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

31.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502.

32 **Supporting Documents and Information.** In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish PGCSC with any further documents and information deemed necessary by PGCSC. Upon receipt of a request for information from PGCSC, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

33 **Technical Assistance.** PGCSC may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

34 **Termination for Any Reason.**

34.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by PGCSC, shall assist PGCSC in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the contractor. The contractor must make provisions for continuing all management/administrative services until the transition of service or eligible persons is complete and all other requirements of this contract are satisfied.

34.2 In the event of termination or suspension of the contract by PGCSC, such termination or suspension shall not affect the obligation of the Contractor to indemnify PGCSC for any claim by any other party against PGCSC arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification in excluded by A.R.S. §41-162 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.

34.3 In the event of early termination, any funds advanced to the contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

35 **Unallowable Costs.** The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), excluding later amendments and editions, on file with the Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs

which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with PGCSC funds.

In addition, the Contractor shall comply with the following publications, as applicable:

35.1 OMB Circular A-87 for State, local and Indian Tribal Governments.

35.2 OMB Circular A-122 for private nonprofit organizations other than institutions of higher education, hospitals or others specified in A-122.

35.3 OMB Circular A-21 for educational intuitions.

35.6 OMB Circular A-133 for audits of institutions of fighter education and other non-profit institutions.

36 **Visitation, Inspection and Copying.** Contractor's or subcontractor's facilities, services, books and records pertaining to the contract shall be available for visitation, inspection and copying by PGCSC and any other appropriate agent of the State or Federal Government. At the discretion of PGCSC, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If PGCSC deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities and services, as well as inspect and copy their contract-related books and records.

37 **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

38 **Certification Regarding Lobbying.** The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20.

39 **Federal Immigration and Nationality Act.**

39.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract. I-9 forms are available for download at USCIS.GOV.

39.2 The PGCSC may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should PGCSC suspect or find that the Contractor or any of its subcontractors are not in compliance, PGCSC my pursue any and all remedies allowed by law, including, but not limited to: Suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

40. **Inclusive Contractor.** Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

41. **Pandemic Contractual Performance.** PGCSC shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. PGCSC may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

41.1 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, PGCSC shall have the following rights:

1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. PGCSC shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 of the AZ Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, PGCSC, at its sole discretion may reinstate the temporarily voided contract(s).

42. **Rate Increase.** The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. PGCSC will review the request and shall determine if the increase shall be granted or if an alterative option is in the best interests of PGCSC. The rate increase adjustment, if approved, will be effective and executed via a contract amendment. Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

43. **Responsibility for Payments Indemnification.** The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save PGCSC harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations and the nature hereinabove designated have been paid, discharged or waived.

44. **Transfer of Knowledge.** The Contractor shall, whenever feasible, share strategies and techniques with PGCSC staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

45. **Transition of Activities.** In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract, shall work closely with the new contractor's personnel and/or PGCSC staff to ensure a smooth and complete transfer of duties and responsibilities. PGCSC's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or PGCSC staff to implement the transfer of duties. PGCSC reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

46. **Warranty of Service.** The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. PGCSC's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the PGCSC Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 *"Contractor"* means any person who has a Contract with the State.

1.5 *"Days"* means calendar days unless otherwise specified.

1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

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

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;
2.3.2 Uniform Terms and Conditions;
2.3.3 Statement or Scope of Work;
2.3.4 Specifications;
2.3.5 Attachments;

2.3.6 Exhibits;
2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract administration and operation.

3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright,

invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days; of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;
4.5.2 Cancel the Contract
4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work

or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

1.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

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

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

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for

default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

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

9 Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SPECIAL TERMS AND CONDITIONS
Professional Services/ Optional Auto /Children-Vulnerable Adult/Bonding
AAA

1.0 **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:

1.1 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.

1.2 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

1.3 **"May"** indicates something that is not mandatory but permissible.

1.4 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

1.5 **"Should"** indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.

1.6 **"Vulnerable adult"** means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment

2.0 **Advertising, Publishing and Promotion of Contract..** In addition to the terms and conditions in Section 3.6 of the Uniform Terms and Conditions, the following shall apply:

2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:

2.2 "This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

3.0 **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:

3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling $500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:

1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
2. Summary schedule of prior audit findings
3. Auditor's Reports (detailed in the A-133)
4. Corrective Action Plan.

3.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

3.3 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report,

Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.

3.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

4.0 Availability of Funds.

4.1 The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

5.0 Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.

5.3 Within thirty (30) days of contract award, the Contractor shall submit the *"Request for Search of Central Registry for Employment"* for each employee and subcontract employee providing direct services to children or vulnerable adults.

5.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the *"Request for Search of Central Registry for Employment"* for each employee and subcontract employee providing direct services to children or vulnerable adults.

5.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

6.0 Certification of Cost or Pricing Data.

6.1 By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

7.0 Certification Regarding Lobbying.

7.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)

8.0 Code of Conduct.

8.1 The Contractor shall avoid any action that might create or result in the appearance of:

1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

2. Acted on behalf of the State without appropriate authorization;
3. Provided favorable or unfavorable treatment to anyone;
4. Made a decision on behalf of the State that exceeded its authority, could result in impartiality, or have a political consequence for the State;
5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
6. Loss of impartiality when advising the State

9.0 Competitive Bidding.

9.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

10.0 Compliance with Applicable Laws. In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:

10.1. In accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

10.2 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

10.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .

10.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352)as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

10.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.0 Confidentiality.

11.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

12.0 Contract Term and Option to Extend.

12.1 The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.

12.2 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).

13.0 Cooperation.

13.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and

carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

14.0 Data Sharing Agreement.

14.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each DES Program sharing confidential data.

15.0 Equipment.

15.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

15.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.

15.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

15.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

15.5 Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or state law.

16.0 Eligibility for State or Local Public Benefits; Documentation and Violations.

16.1 Contractors providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502 as may be amended. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 as may be amended in the delivery of services under this contract.

17.0 Evaluation.

17.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

:2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

18.0 E-Verify.

18.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, subsection A as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

18.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

18.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

18.4 The Department retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.1.

19.0 Fair Hearings and Service Recipients' Grievances.

19.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

19.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

20.0 Federal Immigration and Nationality Act.

20.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

20.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

21.0 Fees and Program Income.

21.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

22.0 Fingerprinting.

22.1 The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

1. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.

2. The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

3. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

4. Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (as may be amended).

5. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

6. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

23.0 <u>Inclusive Contractor.</u>

23.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

24.0 <u>Indemnification and Insurance.</u>

24.1 **Indemnification Clause:**

1. The parties to this contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

24.2 **Insurance Requirements:**

24.2.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

24.2.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **<u>Minimum Scope And Limits Of Insurance:</u>** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$ 50,000

- Each Occurrence $1,000,000

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. **Business Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. This paragraph, **Business Automobile Liability**, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability,** shall be fully applicable, effective the date the utilization is changed.

3. **Worker's Compensation and Employers' Liability**
- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $ 500,000
  - Disease – Each Employee $ 500,000
  - Disease – Policy Limit $1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**
Each Claim $1,000,000

Annual Aggregate $2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

5. **Fidelity Bond or Crime Insurance**
Bond or Policy Limit $ 100,000

a. The bond or policy shall be issued with minimum limits of $100,000.

b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.

c. The bond or policy shall **include coverage for third party fidelity.**

d. The bond or policy shall **include coverage for theft and mysterious disappearance.**

e. The bond or policy shall **contain no requirement for arrest and conviction.**

f. The bond or policy shall cover loss outside the premises of the **Named Insured**

B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise** and shall be sent by certified mail, return receipt requested.

D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

E. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise.** The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance**. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 24.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 24.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 24.2.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 24.0 above.

25.0 IT 508 Compliance.

25.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

26.0 Levels of Service.

26.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

26.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

26.3 Any administration within the Department may obtain services under this contract.

26.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

26.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.

26.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

27.0 <u>Monitoring.</u>

27.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

28.0 <u>Non-Discrimination.</u> In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:

28.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

28.2 If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

28.3 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

28.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

> "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (*insert Contractor contact person and phone number here*)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*"

29.0 **Notices.** In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:

29.1 All notices shall reference the contract number.

29.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

1. Change of telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
4. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

30.0 **Offshore Performance of Work Prohibited.**

30.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

31.0 **Order of Precedence.**

31.1 In addition to the terms and conditions in section 2.3 Contract Order of Precedence of the Uniform Terms and Conditions, the following shall apply:

1. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
    1. Division/Administration Special Terms and Conditions;
    2. ADES Special Terms and Conditions;
    3. Uniform Terms and Conditions;
    4. Scope of Work or Specification;
    5. Attachments;
    6. Exhibits;
    7. Documents referenced or included in the Solicitation.

32.0 **Pandemic Contractual Performance.**

32.1 The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

32.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

33.0 **Payments.** In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:

33.1 Payments shall be made according to the type of payment defined as follows:

1. Rate (or) Fixed Price- The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable. The Department may authorize units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document and may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.

33.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

33.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

33.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the:
1. The units authorized as stated in section 33.1; or
2. The service reimbursement ceiling;
3. Under no circumstances shall the Department make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.

33.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

34.0 <u>Payment Recoupment.</u>

34.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
1. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
4. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
5. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
6. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
7. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
8. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
9. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
10. Any payments made for services rendered before the contract begin date or after the contract termination date.

35.0 <u>Personnel.</u>

35.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

36.0 <u>Predecessor and Successor Contracts</u>.

.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

37.0 Professional Standards.

37.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

38.0 Rate Increase.

38.1 The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alterative option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.

38.2 Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

39.0. Records. In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:

39.1 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:

1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
2. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
3. Include time and attendance records for individual employees to support all salaries and wages paid;
4. Include records of the source of all receipts and the deposit of all funds received by the Contractor;
5. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
6. Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
7. Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

39.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

39.3 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in Section 41.0 of the DES Special Terns and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
2. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

40.0 Relationship of Parties.

40.1 In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall apply:

1. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
2. Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

41.0 Reporting Requirements.

41.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

41.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.

41.3 No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

41.4 All reports shall reference the contract number and be submitted to the person designated by the Department.

42.0 Responsibility for Payments Indemnification.

42.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

43.0 Scrutinized Businesses.

In accordance with ARS § 35-391 and ARS § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

44.0 Subcontracts. In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:

44.1 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

45.0 Substantial Interest Disclosure.

45.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

45.2 Leases or rental agreements or purchase of real property which would be covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

45.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

46.0 Supporting Documents and Information.

46.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

47.0 Suspension or Debarment.

47.1 In addition to the terms and conditions in section 9.3 of the Uniform Terms and Conditions, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment).

48.0 Technical Assistance.

48.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

49.0 Termination for Any Reason.

49.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

49.2 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. §35-154as may be amended the provisions of this paragraph shall not apply.

49.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

50.0 Termination for Default. In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:

50.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

51.0. Transfer of Knowledge.

51.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

52.0 Transition of Activities.

52.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

53.0 Unallowable Costs.

53.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

53.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

1. OMB Circular A-87 for State, local and Indian Tribal Governments.
2. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
3. OMB Circular A-21 for educational institutions.
4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

54.0 Visitation, Inspection and Copying.

54.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

55.0 Warranty of Services.

55.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished

DEPARTMENT OF ECONOMIC SECURITY (DES)
DIVISION OF AGING AND ADULT SERVICES (DAAS)
SPECIAL TERMS & CONDITIONS

Notices:

In addition to the terms and conditions in Section 29.0 Notices of the DES Special Terms and Conditions the following shall apply:

Item 4 is replaced with the following:

In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

Reporting Requirements:

In addition to the terms and conditions in Section 41.0 Reporting Requirements of the DES Special Terms and Conditions the following shall apply:

All the provisions of this Section shall apply except that Contractors shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the contract, unless otherwise provided in this contract. Contractors shall submit final program and fiscal reports no later than the 60th day following termination of the contract.

Payments:

In addition to the terms and conditions in Section 33.0 Reporting Requirements of the DES Special Terms and Conditions the following shall apply:

Fixed Price with price Adjustment – Reimbursement to the Contractor is in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in Section 29, Notices, 4. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

Background Checks for Employment through the Central Registry:

Section 5.0 of the DES Special Terms and Conditions is replaced in its entirety with the following:

5.1 If providing direct services to children or vulnerable adults, the following shall apply:

5.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.1.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients. These requirements shall apply throughout the full term of the contract.

5.1.3 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY (ADES)
DIVISION OF AGING AND ADULT SERVICES (DAAS)
SPECIAL TERMS AND CONDITIONS

Amendment #8

Delete and Replace:

AZDES Special Terms and Conditions, section 1.2, delete and replace the original with the following:

"Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

Amendment #12

Delete and Replace:

ADES Special Terms and Conditions, Fingerprinting section 22.1.1, delete and replace the original with the following:

Effective immediately, Contractor and Subcontractor staff who are required or allowed to provide services directly to juveniles or vulnerable adults shall possess a fingerprint clearance card that meets Level One requirements as described in ARS 41-1758.07, OR, if waiting receipt of their clearance card, shall provide services under direct visual supervision and oversight of an employee who possess a level one fingerprint clearance card until they are issued a valid fingerprint clearance card that meets the Level One requirements. Contractor and Subcontractor staff include current employees whether paid or not who transfer into a direct service position, volunteers, and new employees whether paid or not.

Amendment #13

REPLACE
DAAS Special Terms and Conditions, Background Checks for Employment through the Central Registry, section

5.0 Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
   1. Any person who applies for a contract with this State and that person's employees;
   2. All employees of a contractor;
   3. A subcontractor of a contractor and the subcontractor's employees; and
   4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

5.4 Effective August 2, 2012:
   1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
   2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or

neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

5.5 The person shall not provide direct services to ADES clients until the results of the Central Registry Background Check are complete and the results indicate that the person has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

5.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

ADD

11.0 Confidentiality

11.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

Amendment #14

Delete and Replace:

DAAS Special Terms and Conditions, **Background Checks for Employment through the Central Registry**, section **5.0**, **delete** and replace the existing version with the following:

If providing direct services to children or vulnerable adults, the following shall apply:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a contractor;
3. A subcontractor of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

5.4

1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

5.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:

1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct

Service Position is located at:
https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc.

5.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

5.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at:
https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc

Amendment #14 cancels out the language in amendment #13. Note the amendment #13 and 14 talks about DAAS special terms and conditions.

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-2627 **Consent Agenda Item** **5. D.**

Special Meeting

Meeting Date:	07/15/2014		
Submitted For:	Paula Horn		
Submitted By:	Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division		
Department:	Health & Emergency Services Division	Division:	Prevention Services
Fiscal Year:	2014-2017	Budgeted?:	Yes
Contract Dates Begin & End:	July, 1 2014 through June 30, 2017	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Intergovernmental Agreement Contract No. ADHS14-072102 with Arizona Department of Health Services.

Background Information

The Intergovernmental Agreement (Contract No. HG060003) was approved by the Board of Supervisors on July 20, 2009, in the amount of $135,000 for the contract period July 1, 2009, through June 30, 2010.

Amendment No. 1 extended the contract period from July 1, 2010 to June 30, 2011, in the amount of $135,000.

Amendment No. 2 extended the contract period from July 1, 2011 to June 30, 2012, in the amount of $135,000.

Amendment No. 3 extended the contract period from July 1, 2012 to June 30, 2013, in the amount of $135,000.

Replacement contract No. ADHS14-072102 will be in effect from July 1, 2014 through June 30, 2017. Arizona Procurement office has changed the contract number due to electronic system updates.

Evaluation

This funding will allow the Gila County Department of Health to continue and provide the Tobacco Free Environments program. This program uses the following strategies: prevent initiation of tobacco use among youth, eliminate exposure to secondhand smoke, promote cessation services to help smokers quit, and reduce one of the four leading causes of chronic disease death in Arizona through advancement of school health policies.

Conclusion

Approval of this Intergovernmental Agreement (Contract No. ADHS14-072102) will allow the Gila County Health Department to continue to provide tobacco free education and support to Gila County residents.

Recommendation

It is the recommendation of the Director of Health & Emergency Services that the Board of Supervisors approve Intergovernmental Agreement (Contract No. ADHS14-072102) with the Arizona Department of Health Services in the amount of $135,000 to extend tobacco free program services from July 1, 2014, through June 30, 2017.

Suggested Motion

Approval of Intergovernmental Agreement (Contract No. ADHS14-072102) between the Arizona Department of Health Services and the Gila County Division of Health and Emergency Services in the amount of $135,000 to continue to provide Tobacco Free Environments Program services from July 1, 2014, through June 30, 2017.

Attachments

IGA (Contract No. ADHS14-072102)

Legal Explanation

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS14-072102

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: TOBACCO EDUCATION/PREVENTION SERVICES **Begin Date:** JULY 1, 2014

Geographic Service Area: GILA COUNTY **Termination Date:** JUNE 30, 2017

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [X] **Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.**
- [ ] **Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.**
- [ ] **School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.**
- [ ] **City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.**
- [ ] **City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.**

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name: **Gila County Health Services**
Address: **1400 East Ash**
Globe, Arizona 85501

FOR CLARIFICATION, CONTACT:

Name: Michael O'Driscoll, Director

Telephone: (928) 402-8761

Fax No: (928) 425-0794

E-mail: modriscoll@co.gila.az.us

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Signature of Person Authorized to Sign Date

Michael A. Pastor, Chairman-BOS
Print Name and Title

This Contract shall henceforth be referred to as Contract No. ADHS14-072102

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ day of _____, 2014

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Signature of Person Authorized to Sign Date

Bryan Chambers, Deputy Attorney Principal
Print Name and Title

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Attorney General Contract, No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.
The Attorney General, BY:

Signature **Date**
Assistant Attorney General:

1. DEFINITION OF TERMS. As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipment's, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. CONTRACT TYPE.

This Contract shall be:

__X__ Cost Reimbursement

3. CONTRACT INTERPRETATION.

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. CONTRACT ADMINISTRATION AND OPERATION.

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1 *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2 *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10 Property of the State.

4.10.1 *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 *Title and Rights to Materials*. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

4.10.3 *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

4.10.4 Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

4.10.5 In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. COSTS AND PAYMENTS.

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. CONTRACT CHANGES.

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. RISK AND LIABILITY.

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4 Force Majeure.

7.4.1 *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 *Exclusions.* Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3 *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. DESCRIPTION OF MATERIALS. The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. STATE'S CONTRACTUAL REMEDIES.

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2 Stop Work Order.

9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable

steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. CONTRACT TERMINATION.

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the

Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. ARBITRATION. Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. COMMUNICATION.

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. CLIENT GRIEVANCES. If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. SOVEREIGN IMMUNITY. Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. **ADMINISTRATIVE CHANGES.** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. **SURVIVAL OF TERMS AFTER TERMINATION OR CANCELLATION OF CONTRACT.** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

17. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).**

17.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Office, Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2 If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET /SISPO Chief Privacy Officer and HIPAA Coordinator.

18. **COMMENTS WELCOME.** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

19. **AUTHORIZATION FOR PROVISION OF SERVICES:**

Authorization for Provision of Services: Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

1. BACKGROUND:

1.1 Commercial Tobacco use is the leading preventable cause of death and disease in the United States. Commercial Tobacco use leads to almost 500,000 deaths annually within the United States and almost 7,000 deaths annually in Arizona alone. Tobacco control programs are designed to help reduce disease, disability and death related to commercial tobacco use.

1.2 In 2010, chronic diseases such as cancer, heart disease, stroke and pulmonary disease, were responsible for seven (7) of the ten (10) leading underlying causes of death in Arizona. When combined, these chronic diseases were responsible for more than 29,500 Arizona deaths in 2010. (Arizona Health Status & Vital Statistics, 2010). These leading causes of mortality and morbidity share common primary risk factors, including obesity, commercial tobacco use, poor nutrition and physical inactivity. However, their relationship is not limited to common indicators. Quite often, the populations most burdened by these conditions overlap; diabetes, for example, is also a significant risk factor for cardio-vascular disease (CVD).

1.3 The mission of the Arizona Department of Health Services Bureau of Tobacco and Chronic Disease (ADHS-BTCD) is to work together to build individual, organizational and community capacities to reduce the impact of commercial tobacco abuse and reduce chronic disease. This is accomplished through development of quality programs, policies, and services; that include community network building, youth prevention activities and integrating community efforts that establishes strategic partnerships and collaborations, in order to eliminate tobacco and chronic disease.

2. PURPOSE:

2.1 The ADHS-BTCD intends to establish Intergovernmental Agreements with counties to provide Commercial Tobacco education/prevention services and implement chronic disease prevention and control strategies to address the four (4) leading causes of death (cancer, stroke, heart disease, and pulmonary disease) specific to Arizona.

3. TASKS:

The Contractor shall:

3.1 Adhere to the guidelines and principles set forth in the ADHS-BTCD Sustaining Arizona's Tobacco Program Plan and the 2014-2015 ADHS-BTCD Chronic Disease Prevention and Control Strategies that pertain to the services and activities identified in the corresponding Action Plans. These documents can be found on the ADHS Tobacco Free Arizona website (http://tobaccofreearizona.com/reports/pdf/tfa strategic-plan.pdf) and the ADHS Chronic Disease website (http://www.azdhs.gov/phs/chronicdisease);

3.2 Develop and perform an Action Plan in conjunction with ADHS-BTCD, inclusive of goals, objectives and timelines to address ADHS-BTCD Sustaining Arizona's Tobacco Program Plan and the 2014-2015 ADHS-BTCD Chronic Disease Prevention and Control Strategies;

3.3 Implement the Action Plans upon ADHS-BTCD approval;

3.4 Participate in Bi-Monthly calls with BTCD staff to gauge progress and activities in the action plan. This information will be utilized in the ADHS-BTCD Evaluation Plan for County Contracts. The ADHS-BTCD Evaluation plan for County Contracts and the Bi-Monthly call sheet will be reviewed and revised each year to ensure proper assessment of county activities. The template will be issued to the county by August 1st of each year.

3.5 Cessation Activity:

3.5.1 Contractor shall work with the ASHLine Community Development Team (CDT) to create/implement ASHLine Outreach/Referral Development Action Plan,

3.5.2 Contractor shall participate in quarterly calls with the ASHLine CDT representative to discuss status of the ASHLine Outreach/Referral Development Action Plan and to cover any possible technical assistance need.

3.6 Prevention – Youth Coalition:

3.6.1 Contractor shall work with Pima Prevention Partnership (PPP) to develop and implement a Youth Coalition Action Plan,

3.6.2 Contractor shall ensure youth coordinators and youth participate in PPP trainings twice a year and, shall work with PPP on any technical assistance needs and,

3.6.3 Contractor shall provide PPP technical assistance.

3.7 Enforcement:

3.7.1 Attorney General's Counter Strike Program:

3.7.1.1 Participate in the Arizona Attorney General's Office (AGO) Counter Strike Program,

3.7.1.2 Promote and recruit youth from the community to participate in the Retailer Compliance Checks. Youth shall be sixteen (16) or seventeen (17) years of age, possess a valid Arizona State Identification Card and shall be available on nights and weekends; AGO compliance checks will be scheduled at a minimum of twice a year,

3.7.1.3 Facilitate and conduct the AGO Merchant Diversion Program with retailers and clerks that have been cited for selling tobacco to underage youth,

3.7.1.4 Follow up with retailers to provide resources and education,

3.7.1.5 Promote, facilitate, and conduct the AGO Youth Diversion Training,

3.7.1.6 Maintain quarterly communication with the AGO Youth Tobacco Program.

3.7.2 Food & Drug Administration (FDA) – Tobacco Control Act (TCA) Program/SYNAR:

3.7.2.1 Participate in the ADHS-FDA TCA program for youth underage boys throughout each fiscal year,

3.7.2.2 Promote and recruit youth from the community to participate in the FDA youth underage boys. Number of inspections will be based on FDA requirements and may vary from year to year,

3.7.2.3 Have at least two (2) youth available for inspections at all times,

3.7.2.4 Assist SYNAR in ensuring accurate locations of tobacco retailers within each county,

3.7.2.5 Maintain bi-monthly communication with the ADHS-FDA TCA Program Staff.

3.8 Policy:

3.8.1 Identify one (1) policy related to tobacco control (i.e. smoking in multi-unit housing, point of sale restriction in the retail environment or other policies related to second hand smoke exposure) to pursue throughout the year. Policy can be multi-year,

3.8.2 Policy implementation plan shall be approved by ADHS-BTCD, and

3.8.3 Participate in policy trainings.

3.9 Chronic Disease:

3.9.1 Adhere to the strategies outlined by the Office of Chronic Disease in conjunction with the ADHS-BTCD 2013-2017 Chronic Disease Strategic Plan which can be found on Arizona Department of Health Services/Bureau of Tobacco and Chronic Disease website. The following strategies include:

3.9.1.1 Provide support and coordinate the delivery of a Chronic Disease Self Manage Program/Tomando Su Control,

3.9.1.2 Implement the National Million Hearts Campaign/Su Corazon – Su Vida to include strategies such as ABC's, Know Your Numbers and My Life Check,

3.9.1.3 Implement the American Heart Association/American Stroke Association Together To End Stroke Campaign, and

3.9.1.4 School Health Index (SHI)/School Health Advisory Council (SHAC). (http://www.azdhs.gov/phs/chronicdisease/documents/az-chronic-disease-strategic-plan-2012-2015.pdf).

3.9.2 Collaborate with County staff that are implementing or participating in other ADHS initiatives (i.e., Health in All Policies Initiative, Public Health in Action Grant) to leverage and integrate chronic disease prevention and control strategies,

3.9.3 Collaborate with community organizations and tribal entities that receive ADHS-BTCD funding to implement Center for Disease Control and Prevention (CDC) strategies, and

3.9.4 Participate in all chronic disease related conference and technical assistance calls, unless waived with approval from the ADHS-BTCD. County must inform ADHS-BTCD of non-participation at least forty-eight (48) hours prior to call.

3.10 Marketing & Media:

3.10.1 Adhere to the Partner Marketing and Media Communication Calendar, which will be issued by July 1st of each year,

3.10.2 Participate and promote ADHS-BTCD marketing initiatives as requested, and

3.10.3 Local marketing plans utilizing ADHS-BTCD funding shall be submitted to ADHS-BTCD for approval prior to implementation.

3.11 Meetings, Calls, and Trainings:

Contractor shall attend the following meetings in person, unless waived with approval from ADHS-BTCD:

3.11.1 County Partner Meetings,

3.11.2 County Partner Specific Meetings (i.e. – ASHLine Summit, Youth Coalition Adult Trainings, Youth Winter Planning Summit, STAND summer conference, Chronic Disease trainings and presentations), as deemed necessary by ADHS-BTCD,

3.11.3 Participate in all conference calls and technical assistance calls for ADHS-BTCD, unless waived with approval from the ADHS-BTCD, Contractor must notify ADHS-BTCD staff of non-participation at least forty-eight (48) hours prior to call.

3.11.4 Monthly Partner Update Conference Calls, call agenda will be released by ADHS-BTCD no less than four (4) days prior to the conference call,

3.11.5 ASHLine Community Development Team (CDT) Quarterly Call, to be scheduled by the ASHLine CDT representative,

3.11.6 Youth Coalition Technical Assistance/Event Calls (as needed for Statewide Tobacco Event planning and Winter/Summer Conference Planning), and

3.11.7 Participate in Bi-Monthly call with BTCD staff to gauge progress and activities in the action plan. This information will be utilized in the ADHS-BTCD Evaluation Plan for County Contracts. Calls will be schedule by BTCD Prevention specialists.

3.12 The ADHS-BTCD Evaluation plan for County Contracts and the Bi-Monthly call sheet will be reviewed and revised each year to ensure proper assessment of county activities. The template will be issued to the county by August 1st, of each year.

4. REQUIREMENTS:

The Contractor shall meet all of the following requirements:

4.1 Revisions to the Action Plan strategies, goals, objectives and timelines shall require approval from ADHS-BTCD staff,

4.2 Staffing changes shall be reported to ADHS-BTCD within five (5) business days,

4.3 Out of state travel under this Agreement shall require prior ADHS-BTCD authorization. Documentation shall be submitted to ADHS-BTCD for review, including location and reason for travel, how it pertains to the work covered in this Agreement and costs associated with the travel,

4.4 Equipment purchases shall require prior ADHS-BTCD authorization. Documentation shall be submitted to ADHS-BTCD for review, including proposed equipment, cost and justification of need. Examples of equipment include, but are not limited to, computers, computer equipment, software, office furniture, printers, and phones. Any equipment purchased with ADHS-BTCD funds shall be the property of the State of Arizona. As such, the property shall be returned to ADHS-BTCD once it is no longer in use or when the Contract is concluded.

4.5 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

5. DELIVERABLES AND DELIVERY SCHEDULE:

The Contractor shall:

5.1 Submit a Contractor Expenditure Report (CER), Exhibit 1 an electronic version will be made available upon request to ADHS-BTCD, due fifteen (15) days after month end,

5.2 Enter at a minimum two (2) submissions for annual awards/recognition program available at www.tobaccofreearizona.com/resources due by July 31st, of each year, and

5.3 Provide success stories related to specific chronic disease strategies being implemented in their county on a quarterly basis utilizing the form provided by the ADHS-BTCD staff.

6. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:

6.1 Notices, Correspondence, Reports and Invoices/CERs from the contractor to ADHS shall be sent to:

Arizona Department of Health Services

Bureau of Tobacco and Chronic Disease
Attn: Courtney Ward, BTCD Office Chief or Stacy Green, Tobacco Program Manager
150 N. 18th Avenue, Suite #310
Phoenix, AZ 85007
Telephone: (602) 542-2075
E-Mail: Courtney.ward@azdhs.gov

6.2 Notices, Correspondence, Reports and Payments from the ADHS to the Contractor shall be sent to:

Gila County Health Services
Attn: Michael O'Driscoll, Director
1400 East Ash
Globe, Arizona 85501
Telephone: (928) 402-8761
E-mail: modriscoll@co.gila.az.us

6.3 Payments from ADHS to the Contractor shall be sent to the "Remit To" Address listed on the Contractor's ProcureAZ vendor profile.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS14-072102	PRICE SHEET

BUDGET

Effective July, 2014

Cost Reimbursement Line Items	Budget Amount
1. Personnel Services/ERE	$105,895
2. Professional & Outside Services	$8,200
3. Travel Expenses	$2,384
4. Other Operating Expense	$7,932
5. Capital Outlay Expense	$0
6. Other (Indirect Costs)	$10,589
Total Contract Amount (not to exceed)	$135,000

1. **ITEMIZED SERVICE BUDGET (ISB) RESTRICTIONS:**

   1.1 The Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total Contract amount among the categorical line items. Transfers of funds are only allowed among funded line items as detailed in the original ISB. Transfers exceeding ten percent (10%) of the Contracted amount, or to a non-funded line item, shall require a Contract Amendment.

   1.2 Indirect Costs shall not exceed fifteen (15%) of the combined total of Personnel Services and Employee Related Expenses as listed on the ISB. For more detailed information regarding indirect costs, refer to the ADHS Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs. This manual is incorporated into this Contract by reference herein.

CONTRACT NUMBER ADHS14-072102	INTERGOVERNMENTAL AGREEMENT ATTACHMENT 1

Attachment 1 - Action Plan for FY 2015

County: Gila
Time Frame: July 1st – June 30th of every year.
Vision Statement: For Gila County youth to be tobacco-free while protecting non-smokers (including children and adults) from environmental tobacco smoke. Create healthy lifestyles, including chronic disease prevention, and providing persons living in Gila County who wish to quit using tobacco access to state-of-the-art cessation services.

Goal 1: Prevent Initiation of Tobacco Use among Youth

Objective: By June 30, 2015, the percent of retail tobacco outlets selling tobacco products to minors in Gila County will have decreased from the 2014 rate, as evidence in the Attorney General Office (AGO) and Food & Drug Administration (FDA) tobacco sales compliance checks report findings.

Strategy is integrated with (check all that apply):
☒ Tobacco Prevention Policy
☐ Chronic Disease Self -Management
☐ Tobacco Cessation Policy
☐ School Health Policy
☐ Other (i.e. increase community collaboration):

Agency Lead: Gila County **Partners:** Youth, Attorney General's Office (AGO), Gila County Sherriff' Department, Bureau of Tobacco & Chronic Disease (BTCD)	**Related policy change:** Long Term Retailer Licensing	**Related environmental change:** Decrease in Point of Sales to youth

What do you plan to do?	Who will do the work?	What does success look like?	What non-financial resources are needed?	Q1 Sept 30th	Q2 Dec. 31st	Q3 March 31st	Q4 June 30th
Action 1: Recruit Coalition Youth to participate in the AGO and FDA checks	Gila County Program Staff Coalition Youth AGO Office & FDA Office	Coalition youth will participate in compliance checks with AGO and FDA offices	Youth Volunteers		X		X
Action 2: Gila County will complete 2 compliance checks with the Attorney General's office and as needed with the FDA	Gila County Program Staff Youth AGO Office & FDA Office	Two or more inspections completed. Fewer retailers failing inspections. Reduction in sales to minors.	AGO FDA staff		X		X
Action 3: Gila County Staff will provide Merchant Education for retailers failing compliance checks twice a year.	Gila County Program Staff	Merchant Education provided twice a year	AGO Office		X		X

Action 4: Gila County will complete SYNAR cluster canvassing within Gila County as assigned.	Gila County Program Staff	Complete cluster canvassing of area required	Assigned Cluster	X	X	X	X

Goal 1: Prevent Initiation of Tobacco Use among Youth			**Strategy is integrated with (check all that apply):** ☒ Tobacco Prevention Policy ☐ Chronic Disease Self -Management ☐ Tobacco Cessation Policy ☐ School Health Policy ☐ Other (i.e. increase community collaboration)
Objective: By June 30, 2015, the Youth Coalitions will have been engaged in youth lead activities empowering them to be the voice for change in their local communities. This will be measured by our adherence of the Pima Prevention Partnership's (PPP) action plan and youth and adult coordinator attendance to events/trainings and monthly reporting.			
Agency Lead: Gila County **Partners:** Youth, Schools, BTCD & PPP	**Related policy change:** School & Community based policies related to tobacco and chronic disease prevention	**Related environmental change:** Engaging Youth in Policy Change	

What do you plan to do?	**Who will do the work?**	**What does success look like?**	**What non-financial resources are needed?**	**Q1 Sept 30th**	**Q2 Dec. 31st**	**Q3 March 31st**	**Q4 June 30th**
Action 1: Follow PPP Youth Action Plan and hold monthly meetings during school sessions to keep on track.	Gila County Program Staff	Youth making a plan to implement a change	PPP	X	X	X	X
Action 2: Youth Coalition members will participate in statewide youth coalition activities as required: Great American Smoke-Out, Kick Butts Day & World No Tobacco Day	Gila County Program Staff Youth	Collaboration with Gila County Youth Coalitions & BTCD will change to implement policies: Tobacco prevention messaging disseminated in the community	Youth Volunteers PPP BTCD	X	X	X	X
Action 3: Gila County Staff participates in Pima Prevention Partnership (PPP) Fall and Spring trainings and has youth participate in PPP's	Gila County Program Staff Youth	Youth learning about the effects of tobacco on a community and making a difference through their work	PPP		X		X

Winter Summit and Summer Conference							
Action 4: Provide youth diversion training throughout Gila County to youth under the age of 18 referred by local law enforcement and schools for using tobacco.	Gila County Program Staff	Youth tobacco rates will decrease		X	X	X	X

Goal 2: Promote Cessation among Youth and Adults to Help Smokers Quit			**Strategy is integrated with (check all that apply):** ☐ Tobacco Prevention Policy ☐ Chronic Disease Self -Management ☒ Tobacco Cessation Policy ☐ School Health Policy ☐ Other (i.e. increase community collaboration):				
Objective: By June 30, 2015, Gila County will outreach to healthcare organizations and will work with healthcare organizations to systematically refer to the ASHLine as measured by the number of referrals reported from Arizona Smokers Help Line (ASHLine) in monthly reports and activity tracked in WebQuit.							
Agency Lead: Gila County **Partners:** ASHLine & Referral Development Coordinator, Healthcare Organizations and potential referral locations	**Related policy change:** Organizations systematically referring to ASHLine for tobacco cessation services	**Related environmental change:** Less tobacco consumption in Gila County					
What do you plan to do?	**Who will do the work?**	**What does success look like?**	**What non-financial resources are needed?**	**Q1** Sept 30th	**Q2** Dec. 31st	**Q3** March 31st	**Q4** June 30th
Action 1: Follow ASHLine Action Plan and participate on quarterly calls with assigned ASHLine Community Development Coordinator	Gila County Program Staff ASHLine Referral Development Coordinator		ASHLine	X	X	X	X

Action 2: (Level 1) Gila County Staff to refer adult tobacco user to ASHLine at events, presentations and through brief interventions.	Gila County Program Staff	ASHLine referral numbers increase for Gila County	ASHLine printed material	X	X	X	X
Action 3: (Level 2) Identify healthcare organizations and other organizations to approach and offer ASHLine services.	Gila County Program Staff ASHLine Coordinator	Cold calls and/or face-to-face meeting with appropriate person	ASHLine printed material	X	X	X	X
Action 4: (Level 2) Coordinate ASHLine Ask, Advise, Referral (AAR) and Fax Referral training with appropriate staff and provide technical assistance as needed.	Gila County Program Staff ASHLine Coordinator	Staff trained on AAR and Fax Referral procedures	ASHLine printed material & presentations	X	X	X	X
Action 5: Track activity in WebQuit	Gila County Program Staff	Collaborate and ensure reporting completed for BTCD and Gila County Staff	ASHLine	X	X	X	X

Goal 3: Reduce the incidence of the four leading causes of chronic disease death in Arizona through a National initiative to prevent 1 million heart attacks and strokes in the U.S. over the next 5 years.

Objective: By June 30, 2015 cultivate support and develop a network/group of individuals concerned about tobacco and 4 leading causes of chronic disease (heart, cancer, lung, strokes) prevention and health related issues in our communities.

Strategy is integrated with (check all that apply):
- ☐ Tobacco Prevention Policy
- ☒ Chronic Disease Self -Management
- ☐ Tobacco Cessation Policy
- ☐ School Health Policy
- ☐ Other (i.e. increase community collaboration):

Agency Lead: Gila County **Partners:** Healthcare Providers, Businesses/Worksites	**Related policy change:** Health Care Cost Reductions in relation to tobacco and chronic disease prevention	**Related environmental change:** Healthier Behaviors and Environment Reduction in Chronic Disease					
What do you plan to do?	**Who will do the work?**	**What does success look like?**	**What non-financial resources are needed?**	**Q1** Sept 30th	**Q2** Dec. 31st	**Q3** March 31st	**Q4** June 30th

Action 1: Implement the "Million Hearts" campaign to community members through various media outlets in community newspapers and local radio (to include flyers, posters, wallet cards, & Public Service Announcements) providing an increase in awareness regarding heart disease prevention	Gila County Program Staff	Increased public awareness about risk factors related to tobacco and chronic disease prevention	Community Members American Heart Association (AHA) Media Outreach	X	X	X	X
Action 2: Team Up/Pressure Down materials made available by the "Million Hearts Campaign" (American Heart Association) will be provided to healthcare providers for distribution to their patients	Gila County Program Staff	Patient awareness provided will bring an increase in the prevention of heart attacks and strokes	"Million Hearts" campaign tool kit A H A Healthcare providers		X	X	X

Goal 4: Reduce the incidence of the four leading causes of chronic disease death in Arizona through a National initiative to promote stroke awareness.

Objective: By June 30, 2015 cultivate support and develop a network/group of individuals concerned about tobacco and 4 leading causes of chronic disease (heart, cancer, lung, strokes) prevention and health related issues in our communities.

Strategy is integrated with (check all that apply):
- ☐ Tobacco Prevention Policy
- ☒ Chronic Disease Self -Management
- ☐ Tobacco Cessation Policy
- ☐ School Health Policy
- ☐ Other (i.e. increase community collaboration):

Agency Lead: Gila County **Partners:** Healthcare Providers, Businesses/Worksites	**Related policy change:** Health Care Cost Reductions in relation to tobacco and chronic disease	**Related environmental change:** Healthier Behaviors and Environment Reduction in Chronic Disease

What do you plan to do?	Who will do the work?	What does success look like?	What non-financial resources are needed?	Q1 Sept 30th	Q2 Dec. 31st	Q3 March 31st	Q4 June 30th

Action 1: Implement the "Stroke Awareness" campaign to community members through various media outlets in community newspapers and local radio (to include flyers, posters, wallet cards, & Public Service Announcements) providing an increase in awareness about the signs of strokes and symptoms	Gila County Program Staff	Increased public awareness about risk factors related to tobacco and chronic disease prevention	Community Members Stroke Awareness Association Media Outreach	X	X	X	X
Action 2: ACT Face, Arm, Speech, Time (FAST) tool kit made available by the "Stroke Awareness" campaign (National Stroke Association) will be provided to healthcare providers for distribution to their patients	Gila County Program Staff	Patient awareness provided will bring an increase in the prevention of strokes	"ACT FAST" campaign tool kit Stroke Awareness Association Healthcare providers		X	X	X

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS14-072102	EXHIBIT ONE (1)

Arizona Department of Health Services
Accounting/Contracts
1740 W. Adams Street
Phoenix, Arizona 85007

Invoice #

CONTRACTOR'S EXPENDITURE REPORT

1. Contract Number _____ P.O. # _____
2. Contractor Name _____
3. Title of Program _____
4. Reporting Period Covered: From _____ To _____

4A. ☐ Cost Reimbursement - Cumulative Actual Expenditures
☐ Fixed Price
4B. ☐ Periodic Report
☐ FINAL REPORT

Contractor's Detailed Statement of Expenditures and Fixed Price

5. COST REIMBURSEMENT (Actual Expenditures) **A. Account Classification:**		Approved Budget (a)	Prior Report Period Year to Date Expenditures (b)	Current Reporting Period Expenditures (c)	Total Year to Date Expenditures (d)
Personnel Services		$ -	$ -	$ -	$ -
ERE		$ -	$ -	$ -	$ -
Professional and Outside Services		$ -	$ -	$ -	$ -
Travel Expenses		$ -	$ -	$ -	$ -
Operating Expense		$ -	$ -	$ -	$ -
Capital Outlay Expense		$ -	$ -	$ -	$ -
Other		$ -	$ -	$ -	$ -
Total		$ -	$ -	$ -	$ -

6. FIXED PRICE **A. Type of Unit:**	Rate per Unit (1)	Number of Units Provided this Reporting Period (2)	Total Funds Earned this Reporting Period (3)	Prior Report Period Year to Date Funds Earned (4)	Total Year to Date Funds Earned (5)
TOTAL					

ADHS USE ONLY

ADHS PROGRAM COORDINATOR CERTIFICATION:

☐ Performance satisfactory for payment
☐ Performance unsatisfactory, withhold payment
☐ No payment due

PROGRAM COORDINATOR SIGNATURE/DATE

THIS SECTION FOR ADHS ACCOUNTING USE ONLY

Total Expenditures or total Fixed Price _____
Adj (if required): _____
Less: Year to date payments _____
Adj (if required): _____
Net payment due: _____

Index	PCA	AY	Amount

7. CONTRACTOR CERTIFICATION

I certify that this report has been examined by me, and to the best of my knowledge and belief, the reported expenditures and fixed price information is valid, based upon our official accounting records (book of account) and consistent with the terms of the contract. It is also understood that the contract payments are calculated by the Department of Health Services based upon information provided in this report.

AUTHORIZED CONTRACTOR'S SIGNATURE / TITLE / DATE

PLEASE PRINT - PREPARED BY / PHONE NUMBER

ADHS/BFS/F-110 (Rev. 1/2008)

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

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

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

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

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

ARF-2634 **Consent Agenda Item** **5. E.**

Special Meeting

Meeting Date: 07/15/2014
Submitted For: Eric Mariscal
Submitted By: Cate Gore, Administrative Clerk, Elections Department
Department: Elections Department

Information

Request/Subject

Order to Cancel Precinct Committeeman Elections.

Background Information

ARS 16-410 provides that if the total number of persons who file a nomination petition for a candidate and the number of persons who filed a nomination paper for a write-in candidate is less than or equal to the number of positions to be filled, the county board of supervisors may cancel the election no earlier than seventy-five days before the election and appoint the person or persons who filed the nomination petition or nomination paper. A person who is appointed pursuant to this subsection is fully vested with the powers and duties of the office as if elected to that office.

Evaluation

Precinct committeeman elections are covered by this statute.

Conclusion

In those precincts where the number of candidates filing nomination petitions or write-in nomination papers is less than equal to the number of positions available, it is permissible to cancel these elections.

Recommendation

The Elections Department recommends the Board of Supervisors approve the Order to cancel precinct elections and appoint the precinct committeemen shown on Attachment A.

Suggested Motion

Adoption of an Order canceling precinct elections and appointing the precinct committeemen as shown on Attachment A of the Order, who have filed nomination petitions or nomination papers for precinct committeeman of their party in the precinct shown.

Attachments

Order
ARS 16-410

ORDER

ORDER OF THE GILA COUNTY BOARD OF SUPERVISORS TO CANCEL PRECINCT ELECTIONS AND APPOINT PRECINCT COMMITTEEMEN WHO HAVE FILED NOMINATING PETITIONS.

WHEREAS, pursuant to A.R.S. §16-410(A) if the total number of persons who file a nomination petition for a candidate and the number of persons who file a nomination paper for a write-in candidate is less than or equal to the number of positions to be filled, the county board of supervisors may cancel the election no sooner than seventy-five days before the election and appoint the person or persons who filed the nomination petition or nomination paper A precinct committeeman who is appointed pursuant to this subsection is fully vested with the powers and duties of the office as if elected to that office.

NOW, THEREFORE, IT IS ORDERED, that the Board of Supervisors does hereby cancel precinct elections and appoint the precinct committeemen shown on Attachment A who have filed nomination petitions or nomination papers for precinct committeeman of their party in the precinct shown.

DATED this 15th day of July, 2014, in Globe, Gila County, Arizona.

GILA COUNTY BOARD OF SUPERVISORS

_____

Michael A. Pastor, Chairman

Attest:

_____

Marian Sheppard, Clerk

ATTACHMENT A

GILA COUNTY

2014 Precinct Committeemen Appointments

DEMOCRATIC PC'S	
Precinct	Name
Globe 1	Leverance, Leonard
Globe 8	Gardea, Peter
Globe 8	Overgaard, Gayl
Payson 3	Herbster, Myra
Payson 3	Hunter, Judith
Payson 3	Shulman, Vicki
Payson 3	Tilley, Christine
Payson 8	Blair, Ed
Payson 8	Waymire, Carol
Payson 8	Whitely, Sydney

ATTACHMENT A

GILA COUNTY

2014 Precinct Committeemen Appointments

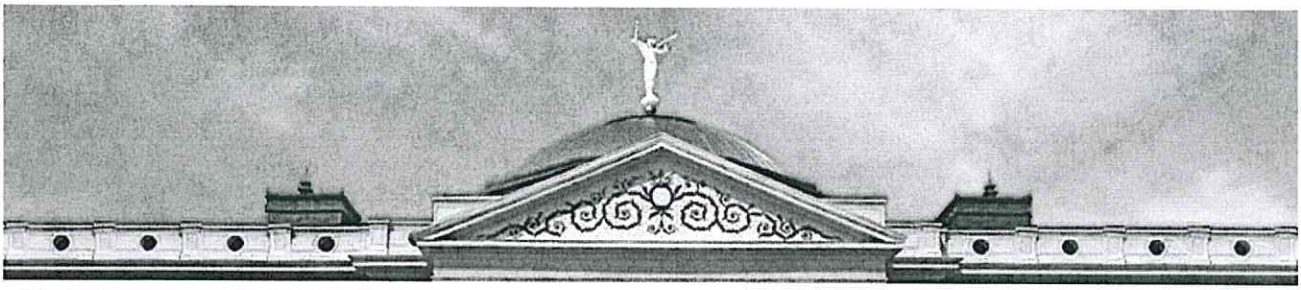
REPUBLICAN PC'S	
Precinct	Name
Globe 2	Schoenewald, Brian D.
Globe 6	Alexander, John "Dan"
Globe 6	Alexander, Judy D.
Globe 6	Rasmussen, James B.
East Globe	Moorhead, Samuel I.
East Globe	Shumway, Scott
East Globe	Wheeler, Diana
Miami 1	Medina, Jose "Angle"
Miami 1	Medina, Maria "Louisa"
Claypool 1	Plunkett, Emelie
Claypool 2	Stubbs, Darrell
Payson 2	Castleman, Don
Payson 2	Chrisman, George
Payson 2	Dye, Shirley J.
Payson 2	Thompson, Craig
Payson 2	Younker, Darlene S.
Payson 3	Galster, Glen
Payson 3	Hathorn, Lolly
Payson 3	Hathorn, Stanley
Payson 3	Justice, Elouise
Payson 3	Potts, Cliff
Payson 4	Williams, Dick
Payson 5	Christy, Anita
Payson 5	Christy, Thomas
Payson 5	Fallers, Norma
Payson 5	Kirch, Mark
Payson 5	Kreimeyer, Roger
Payson 5	Low, Kathleen
Payson 5	Powers, WM

ATTACHMENT A
GILA COUNTY
2014 Precinct Committeemen Appointments

REPUBLICAN PC'S	
Payson 6	Silcock, Elizabeth Ann
Payson 7	Barton, Brenda
Payson 7	Cool, Vicki
Payson 7	Friestad, Greg
Payson 7	Friestad, Sharyn
Payson 8	Cox, Nancy
Payson 8	Randall, Wanda P.
Payson 8	Salwitz, Georgia A.
Payson 8	Williams, Janet
Starvalley	Ihle, Patty
Starvalley	Knoner, Don
Starvalley	Knoner, Marylyn
Starvalley	Mckinney, Andy
Starvalley	Roehr, William
Pine-Strawberry West	Mickley, Kathie
Pine-Strawberry West	Mickley, Michael
Pine-Strawberry West	Morris, Gary
Pine-Strawberry West	Mortensen, Charlotte
Pine-Strawberry West	Mortensen, Marvin
Tonto Basin	Bernard, Madra
Tonto Basin	Roberson, Patricia
Whispering Pines	Ascoli, Anne
Whispering Pines	Ascoli, Don

Arizona State Legislature

Bill Number Search:



Fifty-first Legislature - Second Regular Session

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ARS TITLE PAGE NEXT DOCUMENT PREVIOUS DOCUMENT

16-410. Cancellation of certain elections; appointment to office; filling vacancies

A. Notwithstanding any other law, in any election that is to be held pursuant to title 15, title 48 or section 16-822, if the total of the number of persons who file a nomination petition for a candidate and the number of persons who file a nomination paper for a write-in candidate as prescribed by chapter 3, articles 2 and 3 of this title is less than or equal to the number of positions to be filled at the election for which the nomination petition or nomination paper is filed, the county board of supervisors may cancel the election no earlier than seventy-five days before the election and appoint the person or persons who filed the nomination petition or nomination paper to fill the position for the term of office for which the candidate was nominated by the qualified electors.

B. A person who is appointed pursuant to subsection A of this section is fully vested with the powers and duties of the office as if elected to that office.

C. If no nomination petitions for a candidate and no nomination papers for a write-in candidate have been filed to fill the position for which the election was being held, the position is deemed vacant and shall be filled in accordance with laws governing the filling of those vacancies.

D. Canceled elections shall not appear on any ballot, but if a withdrawal or disqualification of one or more candidates results in the cancellation of an election after the ballots have been printed, the results of any vote for that office shall not be canvassed.

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ARF-2654 **Consent Agenda Item** **5. F.**

Special Meeting

Meeting Date: 07/15/2014

Reporting Period: Recorder's Office Monthly Report for May 2014

Submitted For: Kaycee Stratton

Submitted By: Kaycee Stratton, Chief Deputy Recorder, Recorder's Office

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Information

Subject

Recorder's Office Monthly Report for May 2014

Suggested Motion

Acknowledgment of the May 2014 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder''s Monthly Report for May 2014

GILA COUNTY RECORDER

REPORT FOR THE MONTH OF MAY 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

Sadie Jo Bingham, Gila County Recorder

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 6-26-14

CONTRACT #

GRANT #

DEPOSIT TO FUND General FUND # 1000

REMITTING AGENCY Recorder (120)

BILLING PERIOD May 1 - May 31, 2014

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
100-120-3400-94		Recorder Fees	10,610.	62
100-120-3400-94		Recorder Storage	3,718.	00
100-120-3400-94		Computer Services	810.	00
			15,328.	62

Preparer Signature: [illegible] Title Chief Deputy

Approved Signature: [illegible] Title Recorder

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	15,328.62
Total	15,328.62

TREASURER By [illegible] Date 6-26-14

ORIGINATING OFFICE

127417

Sadie Bingham

Gila County Recorder

New Fiscal Year Form

FY **2013-2014**

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,329	4,891.50	14,550.45	873.52	4.00	20,319.47
Aug	1,389	5,386.50	14,030.06	745.00	19.00	20,180.56
Sept	1,129	4,274.50	18,983.29	15,975.96	12.00	39,245.75
Oct	1,046	4,382.00	8,489.03	943.55	1.00	13,815.58
Nov	1,289	4,831.50	13,157.69	212.10	7.00	18,208.29
Dec	1,053	4,035.50	12,905.89	1,370.00	12.00	18,323.39
Jan	931	3,475.00	4,279.89	12,518.16		20,273.05
Feb	1,234	4,606.00	5,893.48	2,837.50	1.00	13,337.98
Mar	1,031	3,799.25	13,330.14	7,735.00	1.00	24,865.39
Apr	1,032	3,795.00	5,918.26	7,881.45	3.00	17,597.71
May	1,007	3,798.00	10,690.62	840.00		15,328.62
June						0.00
Total	**12,470**	**47,275**	**122,228.80**	**51,932.24**	**60.00**	**221,495.79**
Fiscal Year All Monies		**221,495.79**				

GILA COUNTY RECORDER

Report for May 2014

SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	$9,993.00	$0.00	$0.00	
	PAID OUT OF SUSPENSE ACCT	$0.00	$7,469.40	$0.00	
	RECORDING FEES	$8,174.40		$0.00	
	REFUNDS-EXCESS FEES	$0.00	$8.00	$0.00	
	INTEREST PD TO ACCT	$0.62	$0.00	$0.00	
Staled Checks		$0.00			
TOTAL 1005 FUNDS		$18,168.02	$7,477.40	$10,690.62	
SECTION II					
	7145 FUND (RECORDER)	$3,798.00	$0.00	$0.00	
	7146 FUND (MINING - 80% STATE TREAS)	$0.00	$0.00	$0.00	
	7146 FUND (MINING - 20% RECORDER)	$0.00	$0.00	$0.00	
	7147 FUND (COMPUTER SVCS)	$840.00	$0.00	$0.00	
TOTAL SEC II FUNDS		$4,638.00	$0.00	$4,638.00	
COMBINED TOTALS - TOTAL FEES COLLECTED		$22,806.02	$7,477.40	$15,328.62	

Bank Deposit

From05/01/2014To05/31/2014

Total	$22,924.40	$22,924.40	$22,805.40
Non-Deposit Total	($10,581.40)	($10,581.40)	$10,462.40
Deposit Total	**$12,343.00**	**$12,343.00**	
Total Till Over/Short		$0.00	

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$4,476.40	($7,000.00)	($2,523.60)
Cash	Cash/Check	$12,343.00	$0.00	$12,343.00
D-1005-120-01-4612-003	Postage(deferred)	$22.00	($22.00)	$0.00
D-1005-120-01-4612-023	Recording Fee (deferred)	$66.00	($66.00)	$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$88.00	($88.00)	$0.00
ETransfer	Electronic Transfers	$2,993.00	$0.00	$2,993.00
	Total	**$19,988.40**	**($7,176.00)**	**$12,812.40**
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$176.00	($176.00)	$0.00
	Total	**$176.00**	**($176.00)**	**$0.00**
Expense				
	Total	**$0.00**	**$0.00**	**$0.00**
Revenue				
1005-120-01-4612-001	Copies	$0.00	($375.00)	($375.00)
1005-120-01-4612-002	Certified Seal	$0.00	($51.00)	($51.00)
1005-120-01-4612-003	Postage	$0.00	($705.40)	($705.40)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($374.00)	($374.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($66.00)	($66.00)
1005-120-01-4612-012	Overpayment	$0.00	($60.50)	($60.50)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($32.00)	($32.00)
1005-120-01-4612-023	Recording Fee	$0.00	($6,502.50)	($6,502.50)
1005-120-01-4612-026	Refunds	$0.00	($8.00)	($8.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$0.00	($3,798.00)	($3,798.00)
7147-120-01-4774-031	Miscellaneous	$0.00	($840.00)	($840.00)
eRecording	eRecording	$2,817.00	($2,817.00)	$0.00
	Total	**$2,817.00**	**($15,629.40)**	**($12,812.40)**
	Total	**$22,981.40**	**($22,981.40)**	**$0.00**

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$12,343.00	$0.00	$12,343.00
	Range Total	**$12,343.00**	**$0.00**	**$12,343.00**

Bank Deposit

From05/01/2014To05/31/2014

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	$1,334.00	
Check	$11,009.00	
Total Deposit	$12,343.00	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
3494	May 1, 2014	4_ReceiptStation1_Thu / 3541	$459.00	$459.00	$340.00	Bank Account
3495	May 1, 2014	14_Payson_Thu / 3542	$134.00	$134.00		Bank Account
3496	May 2, 2014	5_ReceiptStation1_Fri / 3543	$512.00	$512.00		Bank Account
3497	May 2, 2014	15_Payson_Fri / 3544	$120.00	$120.00		Bank Account
3498	May 5, 2014	1_ReceiptStation1_Mon / 3545	$638.00	$638.00		Bank Account
3499	May 5, 2014	11_Payson_Mon / 3546	$234.00	$234.00		Bank Account
3500	May 6, 2014	12_Payson_Tue / 3548	$81.00	$81.00		Bank Account
3501	May 6, 2014	2_ReceiptStation1_Tue / 3547	$336.00	$336.00		Bank Account
3502	May 7, 2014	13_Payson_Wed / 3550	$73.00	$73.00		Bank Account
3503	May 7, 2014	3_ReceiptStation1_Wed / 3549	$794.60	$794.60		Bank Account
3504	May 8, 2014	4_ReceiptStation1_Thu / 3551	$80.00	$80.00		Bank Account
3505	May 8, 2014	14_Payson_Thu / 3552	$156.00	$156.00		Bank Account
3506	May 9, 2014	15_Payson_Fri / 3554	$205.00	$205.00		Bank Account
3507	May 8, 2014	5_ReceiptStation1_Fri / 3553	$535.50	$535.50		Bank Account
3508	May 12, 2014	11_Payson_Mon / 3556	$267.00	$267.00		Bank Account
3509	May 12, 2014	1_ReceiptStation1_Mon / 3555	$699.00	$699.00		Bank Account
3513	May 13, 2014	12_Payson_Tue / 3558	$176.00	$176.00		Bank Account
3515	May 13, 2014	2_ReceiptStation1_Tue / 3557	$780.00	$780.00		Bank Account
3516	May 14, 2014	13_Payson_Wed / 3562	$169.00	$169.00		Bank Account
3517	May 14, 2014	3_ReceiptStation1_Wed / 3561	$477.00	$477.00		Bank Account
3518	May 15, 2014	4_ReceiptStation1_Thu / 3564	$468.00	$468.00		Bank Account
3519	May 15, 2014	14_Payson_Thu / 3565	$90.00	$90.00		Bank Account
3520	May 16, 2014	15_Payson_Fri / 3567	$130.00	$130.00		Bank Account
3521	May 16, 2014	5_ReceiptStation1_Fri / 3566	$623.00	$623.00		Bank Account
3523	May 19, 2014	1_ReceiptStation1_Mon / 3568	$536.00	$536.00		Bank Account
3524	May 19, 2014	11_Payson_Mon / 3569	$95.00	$95.00		Bank Account
3525	May 20, 2014	2_ReceiptStation1_Tue / 3571	$436.40	$436.40		Bank Account
3526	May 20, 2014	12_Payson_Tue / 3570	$296.00	$296.00		Bank Account
3527	May 21, 2014	13_Payson_Wed / 3573	$161.00	$161.00		Bank Account
3528	May 21, 2014	3_ReceiptStation1_Wed / 3572	$408.00	$408.00		Bank Account
3529	May 22, 2014	4_ReceiptStation1_Thu / 3574	$661.00	$661.00		Bank Account
3530	May 22, 2014	14_Payson_Thu / 3575	$148.00	$148.00		Bank Account
3531	May 23, 2014	15_Payson_Fri / 3577	$188.00	$188.00		Bank Account
3532	May 23, 2014	5_ReceiptStation1_Fri / 3576	$717.20	$717.20		Bank Account
3533	May 27, 2014	2_ReceiptStation1_Tue / 3579	$1,006.00	$1,006.00		Bank Account
3534	May 27, 2014	12_Payson_Tue / 3578	$365.00	$365.00		Bank Account
3535	May 28, 2014	13_Payson_Wed / 3581	$210.00	$210.00		Bank Account
3536	May 28, 2014	3_ReceiptStation1_Wed / 3580	$7,700.50	$7,700.50		Bank Account
3537	May 29, 2014	4_ReceiptStation1_Thu / 3582	$493.00	$493.00		Bank Account
3538	May 29, 2014	14_Payson_Thu / 3583	$141.00	$141.00		Bank Account
3539	May 30, 2014	5_ReceiptStation1_Fri / 3584	$691.20	$691.20		Bank Account
3540	May 30, 2014	15_Payson_Fri / 3585	$252.00	$252.00		Bank Account
3560	May 21, 2014	previousday / 3606	$45.00	$45.00		Bank Account
3562	May 31, 2014	previousday / 3608	$137.00	$137.00		Bank Account

026197

TOWN OF PAYSON
GENERAL ACCOUNT
303 NORTH BEELINE HIGHWAY
PAYSON, ARIZONA 85541

JPMorgan Chase Bank, NA
PAYSON OFFICE (048)
PAYSON ARIZONA
91-2/1221

DATE	AMOUNT
05/09/2014	$********56.00

VOID AFTER 6 MONTHS

PAY ---- FIFTY SIX & 00/100 DOLLARS ----

TO THE ORDER OF ** GILA COUNTY RECORDER **
1400 E ASH STREET
GLOBE, AZ 85501

TOWN OF PAYSON GENERAL ACCOUNT

⑈026197⑈ ⑆122100024⑆ 9013347 1⑈

Gila County AZ
Sadie Jo Tomelin Recorder
1400 East Ash
Globe Arizona 85501

Receipt: 14-3059

Product	Name	Extended
PLAT-	Plat Map	$48 00
Document # 2014-004544 Document Info TOWN OF PAYSON, # Fee Pages 2		
REFUNDOVER	Refund/Over	$8 00
Amt of Overage $8 00 Return Customer Credit		
Advance Amount $0 00 Refund of Misc $0 00		
Total		$56 00
Tender (Check)		$56 00
Check# 026197 Paid By TOWN OF PAYSON		

Thank You!

Mon May 12 12:07:52 MST 2014 SES

Immediate and Deferred Accounts: ACCU,ADOR-M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EPN,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	($73.00)	$0.00	$0.00	($73.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	($54.77)	$0.00	$0.00	($54.77)
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	APS/RECORDINGS	($494.00)	$23.00	$0.00	($471.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	($82.00)	$38.00	$0.00	($44.00)
AWC	ARIZONA WATER COMPANY	($206.00)	$17.00	$0.00	($189.00)
AZDORI	ADOR ACCOUNTS PAYABLE	($1,814.00)	$78.80	$0.00	($1,735.20)
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	($88.00)	$0.00	$0.00	($88.00)
CTS	COMPLETE TITLE SOLUTIONS	($29.00)	$4.00	$0.00	($25.00)
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	($132.00)	$1.00	$0.00	($131.00)
EXCEL	EXCEL DOCUMENT SERVICES	($25.00)	$0.00	$0.00	($25.00)
FARES	CORELOGIC	($806.40)	$190.00	$0.00	($616.40)
FATM	FIRST AMERICAN MICROFICHE	($726.60)	$258.60	$0.00	($468.00)
FB	FLOYD BLEAK / NANCY SHEPPARD	($549.00)	$0.00	$0.00	($549.00)
FNDS	LPS APPLIED ANALYTICS	($1,298.20)	$190.00	$0.00	($1,108.20)
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)	$46.00	($46.00)	($1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	($20.00)	$0.00	$0.00	($20.00)
Ingeo	Ingeo - eRecording	($1,055.00)	$534.00	($534.00)	($1,055.00)
IRS	INTERNAL REVENUE SERVICE	($82.00)	$176.00	($176.00)	($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	($1,000.00)	$0.00	$0.00	($1,000.00)
PIONE	PIONEER TITLE AGENCY FICHE	($346.00)	$175.00	$0.00	($171.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	($3,619.00)	$3,483.00	($7,000.00)	($7,136.00)
Public Works Floodplain	Gila County	($100.00)	$0.00	$0.00	($100.00)

Immediate and Deferred Accounts: AS 3, AZ ...

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EPN,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	($122.00)	$13.00	$0.00	($109.00)
RUI	RESEARCH UNLIMITED INC	($93.00)	$5.00	$0.00	($88.00)
simplifile	Simplifile - eRecording	($1,089.00)	$2,237.00	($2,237.00)	($1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	($1,104.20)	$0.00	$0.00	($1,104.20)
TD	Timely Documents	($100.00)	$0.00	$0.00	($100.00)
Totals		**($22,477.57)**	**$7,469.40**	**($9,993.00)**	**($25,001.17)**

ARF-2675 **Consent Agenda Item** **5. G.**

Special Meeting

Meeting Date: 07/15/2014

Reporting Period: June 10, 2014, and July 1, 2014

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

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Information

Subject

June 10, 2014, and July 1, 2014, Board of Supervisors' Meeting Minutes

Suggested Motion

Approval of the June 10, 2014, and July 1, 2014, Board of Supervisors' meeting minutes.

Attachments

BOS 07-01-14 Meeting Minutes

BOS 06-10-14 Meeting Minutes

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: July 1, 2014

MICHAEL A. PASTOR Chairman	**MARIAN E. SHEPPARD** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Marian E. Sheppard Clerk of the Board
JOHN D. MARCANTI Member	Gila County Courthouse Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don E. McDaniel, Jr., County Manager; Bradley Beauchamp, County Attorney; Marian E. Sheppard, Clerk of the Board.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Jacque Griffin led the Pledge of Allegiance and Cheryl Sluyter delivered the invocation.

Item 2 – PUBLIC HEARINGS:

A. Information/Discussion/Action to approve Order No. LL-14-04, a liquor license application submitted by Ralph N. Killmer for a new Series 10 Beer & Wine License with an interim permit at Killmer's Kountry Store located north of Globe.

Marian Sheppard, Clerk of the Board, advised that Ralph Killmer submitted an application to the State Department of Liquor Licenses and Control (DLLC) for a new Series 10 Beer and Wine Store liquor license at Killmer's Kountry Store. The statutory process requires that the local governing body conduct a public hearing and thereafter issue a recommendation for approval, disapproval or a "no recommendation" to the DLLC. In addition to the application fee, Mr. Killmer has paid a fee to operate the business under the current owner's liquor license until a decision has been rendered by the DLLC. The current license owner is Jan R. Reynolds. Ms. Sheppard stated that the County has an internal review process in order to determine if all other County permitting requirements are being met. The Planning and Zoning Department and the Health Department have approved this application. Ms. Sheppard notified the Board that she has not received any written objection to this application.

Chairman Pastor opened the public hearing at this time. No public comments were given; therefore, he closed the public hearing and asked the Board members to make a motion on this agenda item.

Vice-Chairman Martin made a motion to approve Order No. LL-14-04, a liquor license application submitted by Ralph N. Killmer for a new Series 10 Beer & Wine Store License with an interim permit to operate the license at Killmer's Kountry Store located north of Globe. Supervisor Marcanti seconded her motion which was unanimously approved by the Board.

The application will be forwarded to the DLLC for final review and approval.

B. Information/Discussion/Action to approve Order No. LL-14-05, an application submitted by Ray Stephens, Jr. for a new Series 13 Domestic Farm Winery License for Trident Winery located in Pine.

Ms. Sheppard advised that this application must follow the same statutory requirements as the previous agenda item which includes conducting a public hearing. She provided some background information regarding the applicant. On May 6, 2014, the Board of Supervisors issued a Conditional Use Permit (CUP) to Mr. Stephens which allows him to add a wine making business to his current cannery business at his property located in Pine. The Board approved the CUP providing that 7 stipulations were met of which one of the stipulations requires that Mr. Stephens obtain a Domestic Farm Winery License from the DLLC. Ms. Sheppard notified the Board that she has not received any written objection to this application. Chairman Pastor opened the public hearing at this time. No public comments were given; therefore, he closed the public hearing and asked the Board members to make a motion on this agenda item.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Order No. LL-14-05, an application submitted by Ray Stephens, Jr. for a new Series 13 Domestic Farm Winery License for Trident Winery located in Pine.

The application will be forwarded to the DLLC for final review and approval.

Item 3 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve a Standard Software Maintenance Agreement between Gila County and New World Systems Corporation in the amount of $422,810 plus sales tax for a four-year term from July 1, 2014, to June 30, 2018, to provide continued maintenance on the County licensed New World application packages.

Jeff Hessenius, Finance Division Director, advised that this contract allows New World Systems Corporation to provide continued maintenance on the

County licensed New World application packages. The New World System is an accounting software program that is utilized by the County. Supervisor Marcanti inquired if the pricing would be the same to provide maintenance services on the New World System if an invitation for bids were to be issued today by the County? Mr. Hessenius replied that the pricing would be the same for the maintenance services; however, the upfront costs for a similar accounting system would cost almost $1M. Supervisor Marcanti then asked, "Is everyone was happy with the system?" Mr. Hessenius replied that, in general, the system meets all of the County's needs. He added that there may be a better system; however, it would be at a higher price than the price paid by the County for its current system. Chairman Pastor wanted assurance that the agreement was not being renewed because it was a "cheaper" system. Kelly Riggs, Information Technology Department Manager, replied that the system meets the County's expectations from a financial standpoint, and it is integrated with other systems being utilized by the County. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved a Standard Software Maintenance Agreement between Gila County and New World Systems Corporation in the amount of $422,810 plus sales tax for a four-year term from July 1, 2014, to June 30, 2018, to provide continued maintenance on the County licensed New World application packages.

B. Information/Discussion/Action to approve an Intergovernmental Agreement among the Pima County School Superintendent, the Maricopa County School Superintendent, the Yavapai County School Superintendent, the Gila County School Superintendent and the Navajo County School Superintendent to establish the Arizona Education and Technology Consortium for the purpose of establishing, managing, and operating an interactive television system for the purpose of providing instructional services to students, professional development services to education professionals, and to assign a Fiscal Agent for the Consortium, to become effective on the date of final signature and terminate on June 30, 2019.

Dr. Linda O'Dell, School Superintendent, advised that this agreement allows Gila County an opportunity to partner with other Arizona County School Superintendents to establish the Consortium, which allows all participating counties to "ramp up" the use of interactive television not only for distance learning for students across the state, but also for professional development services for education professionals for meetings, etc. Each Supervisor complimented Dr. O'Dell on this endeavor. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved the Intergovernmental Agreement among the Pima County School Superintendent, the Maricopa County School Superintendent, the Yavapai County School Superintendent, the Gila County School Superintendent and

the Navajo County School Superintendent to establish the Arizona Education and Technology Consortium.

C. Information/Discussion/Action to adopt Resolution No. 14-07-02 establishing the November 4, 2014, General Election for the voters to decide whether or not to continue the Gila County 1/2 Cent Transportation Excise Tax and to share the revenue with the city and towns in the County.

Don McDaniel, County Manager, advised that should the Board of Supervisors decide to adopt this resolution, it will conclude their official action on this matter. He provided some background information on this issue. In summary, he advised that a Citizens Committee was created by the Board of Supervisors and assigned the task of gathering information and issuing a recommendation to the Board on whether the ½ cent transportation excise tax should continue. The Committee issued a recommendation to the Board to continue the tax, and the Board thereafter disbanded the Committee. Mr. McDaniel advised that the Board recently adopted a resolution that established the tax levy and the need for the tax. This resolution would establish the election date.

Vice-Chairman Martin emphasized the importance of continuing the tax in order to meet all of the County's infrastructure needs and to make up for the shortfall in HURF (Highway User Revenue Fund) funding that was previously provided to Gila County by the State of Arizona.

Supervisor Marcanti stated, "There is no tax that is a good tax, but in this case it is for the use of the roadways, so it all helps out."

Chairman Pastor inquired as to the status of the informational brochure (entitled Gila County Transportation Study) that was being prepared by Kimley Horn for the public's use. Mr. McDaniel replied that the brochure was completed, and he advised that in the near future a voter pamphlet will be sent to all households within the County which will contain arguments for and against the continuance of the tax and a brief summary of the purpose of the tax. For the record, Chairman Pastor advised that he had a phone conversation with Jerry Ellison Sr., a local citizen. Mr. Ellison is opposed to the continuance of the tax, and Chairman Pastor assured Mr. Ellison that his opposition to the tax would be noted in these minutes. Chairman Pastor also advised that Mr. Ellison believes that the County is withholding information from the public with regard to this issue. Chairman Pastor commented that he feels the County has made extensive efforts to provide the public with information on this subject. Chairman Pastor advised that Mr. Ellison has requested that the Board schedule a meeting at Holiday Hills (Mobile Home Park) to discuss this issue. Jacque Griffin, County Librarian/Assistant County Manager, advised that copies of the informational brochure have been sent to the local libraries and have been distributed throughout the Courthouse. She

also added that upon the Board's adoption of the resolution, she would ensure that the informational brochure is also posted to the County's website.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 14-07-02 establishing the November 4, 2014, General Election for the voters to decide whether or not to continue the Gila County 1/2 Cent Transportation Excise Tax and to share the revenue with the city and towns in the County. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

D. Information/Discussion/Action to purchase the NAPA Auto Parts property at 110 W. Main Street in Payson, Arizona, in an amount not to exceed $450,500 and authorize the Chairman to sign all required documents.

Mr. McDaniel advised that the Board of Supervisors addressed this item at its June 24th meeting. At that time it was the County staff's recommendation that the Board continue this item to a future work session in order to allow time for the consultant (Lonnie Brevick of L. Brevick Enterprises, Inc., who created the Gila County Long-Range Facilities Management Plan) to provide the Board with an amendment to the Plan which contains detailed information on some potential properties that the Board may consider for purchase and the square footage needs for all of Gila County's departments and elected offices. He concluded by stating that the Board voted to continue this item to today's meeting.

Vice-Chairman Martin began the discussion by stating that, in her opinion, this is a necessary purchase to obtain additional County space in northern Gila County as she is unaware of any other available space. Steve Stratton, Public Works Division Director, advised that no changes have been made to the County's Long-Range Facilities Management Plan for northern Gila County since the Board last met. He added that any proposed changes to the Plan affect southern Gila County and they will be presented to the Board at its July 29th work session.

Supervisor Marcanti stated that it was his understanding that this property, which contains a building currently used by the NAPA auto parts store, would be purchased in order to create parking lot space for the County. Even though Supervisor Marcanti acknowledged that County parking space was needed, he was not in favor of purchasing this property and demolishing the building in order to create additional parking space. He suggested buying the property and either renting or leasing the building or remodeling it so that it could be used by County departments or elected offices until such time that the County had the available funds to build additional office space in northern Gila County.

Mr. Stratton clarified that the initial suggestion to the Board was to use this property as a parking lot if a decision was made in the future by the Board to build a courthouse in northern Gila County. In that case, the intent was to use this property as a temporary parking lot. He added that the Board could direct staff to proceed with the purchase of this property and then assign other priorities for northern or southern Gila County until such time as the Board may decide to initiate a plan to build new court rooms in Payson. Staff would then proceed to rent, lease or utilize the building for internal County needs as directed by the Board. Mr. Stratton advised that he has not spoken with the property owner since May of this year. At that time he told the owner that should the Board decide to purchase his property, there would be no urgency in vacating the building; the County would allow the owner to take up to several months to move so that he could prepare the new site that would be used to house the NAPA auto parts store. Mr. Stratton further advised that multiple items were included in the newly adopted fiscal year budget to be utilized with Capital Improvement Projects funds; however, he is aware that there is not enough money in that fund to provide for all of the potential projects. His intent was to list the projects and then the Board would choose which projects would be implemented. He stated, "I think there was a misunderstanding to purchase this, demolish the building and use it as a parking lot."

Chairman Pastor acknowledged the need to complete some infrastructure projects in the Payson area; however, he did not want the Board to take any action on this proposed purchase until Mr. Brevick could present the Board with updated information on properties that could be considered for purchase, both in northern and southern Gila County, and the square footage of the County's office space needs. As an example, he stated that Mr. Brevick suggested purchasing the Chamber of Commerce building in Payson, which could be used to relocate the Sheriff's Office administrative, dispatch and records personnel. Mr. Stratton replied that project is currently in progress. Chairman Pastor and Mr. Stratton briefly discussed some other alternatives. Vice-Chairman Martin clarified that the $450,500 would not be used for the purchase of the Chamber building. Her concern is the immediate need to provide improved security for the County Attorney's Office and Probation Department's personnel. She advised that the option to purchase this property has been extended to the County by the owner 2-3 times, but he did not allow an extension the last time it was requested by the County. She then provided various scenarios to relocate County personnel.

Chairman Pastor believes there are available options that are outlined in the amended Long-Range Facilities Management Plan for the $450,500 to be spent on other properties in northern Gila County rather than purchasing the subject property. He also added that it is his understanding that the property owner would not be negatively affected should the County decide to not purchase his property. He announced that he was not in favor of purchasing this property

at this time for $450,500 because he thinks it is important for Mr. Brevick to present the Board with the amended Long-Range Facilities Management Plan in order to be apprised of all of the County's office space needs and to prioritize the potential projects.

The Board members, Mr. McDaniel and Mr. Stratton discussed other options of which one was the possible purchase of a church; however, it has since been sold. They also discussed the pros and cons of purchasing the subject property. At the conclusion of the discussion, Chairman Pastor was not in favor of purchasing this property at this time because the County does not have enough available funding in the foreseeable future to build a courthouse building in Payson. He emphasized that he does support spending $450,500 in the Payson area; however, he thinks it would be wise to first hear Mr. Brevick's presentation on the amended Gila County Long-Range Facilities Management Plan. It is also his understanding that the building on the subject property is not suitable for remodeling. Supervisor Marcanti acknowledged that there are security issues with the current setup of the courtrooms in Payson and problems with other County departments and elected offices. Given the fact that there are few available properties in northern Gila County, he felt that it was in the best interest of the County to purchase the subject property at this time provided that the building would not be demolished, but rather it would utilized by County personnel or rented or leased until such time funding becomes available to build court rooms, etc. in the Payson area. Vice-Chairman Martin agreed with Supervisor Marcanti's recommendation to utilize the building and not tear it down. She felt that minimal improvements could be made to the building which would allow the building to be occupied, either with County personnel or by renting or leasing the property to others.

Vice-Chairman Martin moved to purchase the NAPA Auto Parts property at 110 W. Main Street in Payson, Arizona, in an amount not to exceed $450,500 and authorize the Chairman to sign all required documents, which was seconded by Supervisor Marcanti. Chairman Pastor voted against the purchase; therefore, the motion passed by a 2 to 1 vote.

Item 4 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval of Amendment No. 11 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center, to increase the contract amount by $8,000, from $118,400.01 to $126,400.01.

B. Approval of a Request for Release of Funds between the Gila County Housing Services and the Arizona Department of Housing, which will allow

Housing Services to request a release of funds for multiple contracts and multiple years if said contracts are awarded.

C. Approval of two Special Event Liquor License Applications submitted by Pine Strawberry Fuel Reduction, Inc. to serve liquor at the Fire on the Rim Mountain Bike Race fund-raising event to be held September 12-14, 2014, and the fund-raising dinner to benefit Pine Strawberry Fuel Reduction wildfire prevention programs to be held on September 20, 2014.

D. Approval of a Special Event Liquor License Application submitted by the Isabelle Hunt Memorial Public Library of Pine, Arizona, to serve liquor at a fund-raising event to be held on October 11, 2014.

E. Approval to appoint Ken Volz, represented as a Citizen and head of the Gila County Personnel Commission, to the Correctional Officers Retirement Board (CORP) Local Board for Detention Officers and Non-Uniformed Officers and to the CORP Local Board for Dispatchers to fill a vacancy for the term beginning July 1, 2014, through December 31, 2017; and to re-appoint Ed Carpenter, represented as a Citizen, to the same two CORP Local Boards for the term of November 2, 2014, through December 31, 2015, in order to align Mr. Carpenters' term of service with the correct term of office.

F. Acknowledgment of the appointment of Ardith Hogan to the East Verde Park Fire District Governing Board to complete Mary Cambier's unexpired term of office through December 31, 2016.

G. Acknowledgment of the February 2014 and May 2014 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

H. Acknowledgment of the April 2014 monthly activity report submitted by the Recorder's Office.

I. Acknowledgment of the May 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.

J. Approval of the May 27, 2014, and June 3, 2014, Board of Supervisors' meeting minutes.

K. Acknowledgment of the Human Resources reports for the weeks of June 3, 2014, June 10, 2014, June 17, 2014, and June 24, 2014.

JUNE 3, 2014
DEPARTURES:

1. Joseph Dorame – Probation – Juvenile Detention Officer – 05/28/14 – General Fund – DOH 10/28/13
2. Christine Ortiz – Public Works – Administrative Clerk Specialist – 05/30/14 – Public Works Fund – DOH 11/03/08
3. LeRoy Bagwell – Probation – Deputy Probation Officer II – 05/29/14 – Adult Probation Services Fees Fund – DOH 10/14/08
4. Jennifer Meyer – Probation – Administrative Clerk Senior – 05/20/14 – State Aid Enhancement Fund – DOH 04/28/14

END PROBATIONARY PERIOD:

5. Kimberly Bittner – Probation – Juvenile Detention Officer – 06/24/14 – General Fund
6. Andressa Kumparak – Probation – Juvenile Detention Officer – 06/24/14 – General Fund

DEPARTMENTAL TRANSFERS:

7. April Fogle – Probation – Administrative Clerk Senior – 05/20/14 – From General Fund – To State Enhancement Fund – Replacing Jennifer Meyer

OTHER ACTIONS:

8. David Jones – Probation – Deputy Probation Officer Supervisor – 06/03/14 – State Aid Enhancement (.50)/Adult Intensive Probation Supervision(.50) Funds – Extending probationary period for 6 months
9. Christian Leos – County Attorney's Office – Legal Secretary (underfill) – 06/09/14 – Cost of Prosecution Reimbursement Fund – Temporary increase to 29 hours week

JUNE 10, 2014

DEPARTURES:

1. Mary Stemm – Library District – Temporary Library Assistant Senior – 05/16/14 – Library Assistance Fund – DOH 04/28/14

NEW HIRES:

2. Marina Cohn – Sheriff's Office – 911 Dispatcher – 06/16/14 – General Fund – Replacing Denise Doney

TEMPORARY HIRES TO COUNTY SERVICES:

3. Larry Speer – Assessor's Office – Temporary Appraiser – 06/02/14 – General Fund – Temporary assignment through 08/01/14

END PROBATIONARY PERIOD:

4. Delia Ronquillo – Community Services – Administrative Clerk Senior – 06/02/14 – From Workforce Investment Act Fund – Workforce Investment Act Programs Fund

DEPARTMENTAL TRANSFERS:

5. Rebecca Taylor – Public Works – From Custodian (.48) – To Custodian (.85) – 06/16/14 – Facilities Management Fund – Replacing Brian Rogers

JUNE 17, 2014

DEPARTURES:

1. Curtis Johnson – Constituent Services II – Temporary Laborer – 06/06/14 – General Fund – DOH 03/17/14

NEW HIRES:
2. Daniel Sterling – Public Works – Automotive Mechanic – 06/23/14 – Fleet Management Fund – Replacing Derek Bartling
3. Adrian Marks – Community Services – Administrative Clerk Senior – 06/23/14 – Various Funds – Replacing Allison Torres
END PROBATIONARY PERIOD:
4. Rebecca Taylor – Public Works – Custodian (.85) – 07/27/14 – Facilities Management Fund
OTHER ACTIONS:
5. Vanessa Amairia – Sheriff's Office – Administrative Clerk – 06/24/14 – General Fund – Extending probationary period for 6 months
REQUEST TO POST:
6. Constituent Services II – Temporary Laborer – Vacated by Curtis Johnson, Matthew Cruz and Tannyn Garcia
7. Community Development – Permit Technician – Vacated by Beverly Valenzuela

JUNE 24, 2014
DEPARTURES:
1. Larry Speer – Assessor's Office – Temporary Property Appraiser 1 – 06/18/14 – General Fund - DOH 06/02/14
2. Roland Boyer – Public Works – Materials Tester and Safety Representative – 06/30/14 – Public Works Fund – DOH 04/16/07
3. Peter Licavoli – Sheriff's Office – Deputy Sheriff SRO – 06/06/14 – General Fund – DOH 08/21/06
4. Pamela Morgan-Moore – Clerk of the Superior Court – Courtroom Clerk – 06/13/14 – General Fund – DOH 06/02/14
NEW HIRES:
5. Kirby King – Assessor's Office – Property Appraiser 2 – 06/30/14 – General Fund – Replacing Jeremy Schnepf
TEMPORARY HIRES TO COUNTY SERVICES:
6. Nyomi Sandle – Community Development – Temporary Clerk – General Fund
END PROBATIONARY PERIOD:
7. Mark Warden – Public Works – Building Maintenance Technician Lead – 07/27/14 – Facilities Management Fund
OTHER ACTIONS:
8. Christopher Heath – Public Works – Automotive Mechanic – 07/07/14 – Fleet Management Fund – Extending probationary period for 6 months
9. Stephanie Dean – Library District – Temporary Library Community Liaison – 07/01/14 – Library District Grants Fund – Extending employment through 6/30/15
10. Gloria Thompson – Library District – Temporary Early Literacy Program Coordinator – 07/01/14 – Library District Grants Fund – Extending employment through 6/30/15
REQUEST TO POST:

11. Library District – Globe/Miami Temporary Early Literacy Community Liaison – Vacated by Delores Guerrero
12. Library District – Hayden/Winkelman Temporary Early Literacy 13. Community Liaison – Vacated by Amanda Aguirre
13. Library District – Payson/Star Valley/Pine/Strawberry/Tonto Basin/Roosevelt Temporary Early Literacy Community Liaison – Vacated by Robin Holt and Maxine Piper
14. Library District – Bylas Temporary Early Literacy Community Liaison – New grant position
15. Clerk of Superior Court – Courtroom Clerk – Vacated by Pamela Morgan-Moore
16. Public Works – Administrative Clerk Specialist – Vacated by Christine Ortiz

L. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of June 9, 2014, to June 13, 2014.

M. Approval of finance reports/demands/transfers for the week of July 1, 2014.

<u>July 1, 2014</u>

$396,151.11 was disbursed for County expenses by check numbers 262749 through 262874. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

N. Adoption of Resolution No. 14-06-09 (Amended), a resolution providing funding to be used for highway and street purposes including costs of right of way acquisitions and expenses related thereto and construction, reconstruction, maintenance, repair and roadside development of county, city and town roads, streets and bridges and payment of principal and interest on highway and street bonds, and for regional transportation projects that are included in the regional transportation plan of the County prepared by the County, any city, town or regional planning agency; and levying a transportation excise tax to provide moneys for said purposes. Section 10. Effective Date; Time in Effect of the Resolution was amended to reflect some minor changes. (A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda action item 4-A through 4-N.

Item 5 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda.

Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

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

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:10 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: June 10, 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, Supervisor; Don E. McDaniel, Jr., County Manager; Jacque Griffin, Assistant County Manager/Librarian; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

ABSENT: Bryan B. Chambers, Deputy Attorney Principal

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Jacque Griffin led the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion regarding a proposed revised fee schedule for the Assessor's Office.

Lisa Romo, Chief Deputy Assessor, stated that the Assessor's Office seeks to increase various fees as outlined in the table shown below in order to keep up with the current economic times and be competitive with other counties' fees for Assessor's Office products and services. She explained that interdepartmental or governmental inquiries can vary from minimal to labor intensive; they are random and seldom do they recur. It has been customary to waive fees for these categories although some counties do charge for some of these services.

Commercial services are data requests by parties who intend to use Assessor data for profit. Commercial services can involve detailed preliminary research and the prolonged use of software. Fees can be static and may also include additional charges for the time it takes to complete the records request which

may include transmitting electronic data. As commercial services are large, and can vary in scope, they constitute a significant drain on staff time and impede the flow of daily operations. Fees for Commercial Services are established pursuant to A.R.S. § 39-121.03 which allows for the recovery of the commercial market value as best determined by the department delivering the services.

Ms. Romo presented the following "Proposed Fee Schedule Changes" and comparison information with regard to other counties:

Proposed Fee Schedule Changes

Gila County Assessor Fee Schedule: General Services	Current	Proposed
Copy/Printout (per page) 8.5 x 11 or 8.5 x 14 includes property records & sketches, per page	.25	$1
Faxes (must be paid in advance)	$2.00	$3 plus $1 per page after 2 pages
Map 8.5 x 11 (B&W)	.25	$1
Map 11 x 17 (B&W)	.25	$1
Map 18 x 24 (B&W)	$3	$5
Map 18 x 24 Mylar	$5	$10
Map 24 x 36	$10	$10
Map 24 x 36 Mylar	$10	$25
Map 36 x 48	$10	$10
Map CD (.tif file or CAD file) Entire County	$50	$200
Notary Service	Free	Free
Gila County fee schedule: Commercial Services	Current	Proposed
Affidavit of property value/sales file -- .txt format	$200	$350
Minimum charge is $25 per half hour (or $50 hourly) with a half hour minimum for any commercial data request not specifically identified elsewhere	$50/Hr.	$50/Hr.
Data report (basic report)—Excel format	$75	$200
Data report (advanced report)—Excel format	$150	$350
Market/Cost Parcel DOR .txt format	$250	$350
Ownership – Excel format	$50	$100

Black and white prices as the Gila County Assessor does not offer a color option for those selections at this time.

All map compact discs (CDs) are tested before sending. The Assessor's Office is not responsible if the purchaser's computer system does not have the capability to view or print the items contained on the CD. Some maps may be

omitted from the CD due to work in progress. There is no guarantee that a CD will contain every map. Ownership data is not available on CD.

Ms. Romo also stated that the Assessor's Office proposes to continue *not* charging a fee to combine property parcels; however, a charge of $50 is being proposed to split property parcels. She added that this proposed fee is only being presented for the Board of Supervisors' consideration at this time.

The Board agreed that it is not the intention of the County to make a profit on any of these types of fees and that it may be wise to incorporate pricing that is similar to the fees that are being charged by other Arizona counties' Assessor's Offices. The County strives to keep all fees affordable to Gila County citizens. Chairman Pastor directed Don McDaniel, County Manager, to meet with staff from the Assessor's Office to build on the foundation of a new proposed fee schedule that was presented this date.

B. Information/Discussion regarding acquiring property for a new animal shelter.

Michael O'Driscoll, Health and Emergency Services Division Director, stated that the current location of the Gila County Animal Shelter is required to be relocated because it is currently situated on land that is owned by the City of Globe and of which the building is owned by the Humane Society. He stated that Steve Stratton, Public Works Division Director, has been working with Brent Billingsley, City of Globe Manager, to determine a viable agreement between the City of Globe and the County which would benefit the local community.

Mr. Stratton showed an aerial photo of a 2 acre parcel which was an old well site. He described the construction modifications to the land that would be necessary in order to create an ingress and egress to a new animal shelter building which would be completed by the County. The City of Globe would be responsible to supply the running water and sewer to the property. In discussions between Mr. McDaniel and Mr. Stratton, it was acknowledged that the City of Globe does not have any capital to invest in the building. It was agreed that the Board may consider having the County pay for the building and the City could reimburse 50% of the cost to the County over a number of years which has yet to be determined.

Mr. O'Driscoll added that the County Finance Division is currently working on composing a draft agreement which may be presented to the Board of Supervisors in approximately 4 to 6 weeks.

The Board was favorable to instruct staff to move forward with this project.

Mr. McDaniel stated that it would be advisable for the Public Works Division staff to prepare a plan and complete a package with a cost estimate that would be presented to the Board at a future meeting. Chairman Pastor concurred and stated that an information package provided to the Board would be beneficial in order to ensure successful results with regard to this project.

C. Information/Discussion/Action to consider issuing official comments from the Board of Supervisors to the Tonto National Forest regarding the Resolution Baseline Hydrological and Geotechnical Data Gathering Activities Plan.

Jacque Griffin, Assistant County Manager/Librarian, stated that currently there is a public comment period which ends June 23, 2014, regarding a proposed Plan of Operations for the Resolution Baseline Hydrological and Geotechnical Data Gathering Activities Plan. She emphasized the importance for the County to express its continued support of Resolution Copper Mining, LLC. The Tonto National Forest (TNF) has determined that an Environmental Assessment is the appropriate level of analysis for this proposed Plan. The TNF is initiating scoping efforts to identify those issues and questions to be considered for evaluation. Ms. Griffin advised that by the Board of Supervisors providing comments to this scoping phase of the environmental assessment, it will be considered part of the public record of this analysis done by the TNF as it moves forward in this project, and it will ensure that Gila County is kept informed as the process continues.

Although this portion of the project is not located in Gila County, the County has a vested interest in supporting the moving parts of Resolution Copper projects and staying informed as to the progress of each part of the process. She added that the local community has been a part of the conversation with Resolution Copper during public meetings and the general consensus of the public is in agreement with the process. Additionally, the economic benefit to the local area as well as to Arizona is expected to continue for approximately 50 years.

Each of the Board members expressed support of this ongoing effort to benefit the County. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved issuing official comments from the Board of Supervisors to the Tonto National Forest regarding the Resolution Baseline Hydrological and Geotechnical Data Gathering Activities Plan.

3. CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors

may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no requests to speak from the public.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:00 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

ARF-2659 **Consent Agenda Item** **5. H.**

Special Meeting

Meeting Date: 07/15/2014

Reporting Period: Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 6-20-14; and 6-27-14

Submitted For: Jeffrey Hessenius

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

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Information

Subject

Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 6-20-14; and 6-27-14.

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of June 16, 2014 to June 20, 2014; and June 23, 2014 to June 27, 2014.

Attachments

Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 6-20-14, and 6-27-14

Service Agreement 060614 with Humane Society of Central Arizona, Inc.

Amendment No. 1 with Gila Sweeping LLC

Service Agreement No. 060514-1 with DJ's Companies, Inc.

Addendum No. 1 with Jury Systems, Inc.

Service Agreement No. 051514 with Hye Tech Network

Service Agreement No. 061114-1 with North Mechanical LLC

Purchase Order-Agreement with Konica Minolta

Service & Maintenance Agreement

Amendment No. 1 to Lease Agreement with High Desert Humane Society, Inc.

Amendment No. 2 with Lin Cum, Inc.-Superior Court Document Vault Storage Service

Service Agreement No. 061014 with Armstrong Troyky, LLC

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

June 16, 2014 to June 20, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
060614 Humane Society of Central Arizona, Inc.	Service Agreement No. 060614 Impound Agreement	$31,200.00	7-1-14 to 6-30-15	6-18-14	Option to renew for two (2) additional one (1) year periods	This agreement has been in existence for many years. The purpose is to allow animals that have been captured by Rabies Control in Payson and surrounding areas to be impounded by the Contractor. This keeps the animals close to their owners and prevents the daily transport from Payson to Globe. The cost will be $2,600.00 per month.
6880.102/7-2011 Gila Sweeping	Service Agreement No. 6880.102/7-2011 Parking Lot Sweeping Services	$4,550.00	7-1-14 to 6-30-15	6-18-14	Option to renew for two (2) additional one (1) year periods	Vendor provides parking lot sweeping for various locations in Gila County. Amendment No. 1 has been issued to extend the contract term for an additional year.
060514-1 DJ's Companies, Inc.	Service Agreement No. 060514-1 Septic Repairs at the Young Yard	$1,500.00	6-18-14 to 7-17-14	6-18-14	Expires	The septic for the buildings at the Young yard is full and the mainline needs to be snaked due to clogs.
Jury Systems Incorporated	Addendum 1 to Software License and Maintenance Agreement	$2,200.00	7-18-13 to 6-30-14	6-18-14	Expires	Jury Systems, Inc. provides the jury management software utilized by the Superior Court to process juror source lists, produce jury management reports, send questionnaires and summonses, form jury panels, provide payroll vouchers to compensate jurors for their services. Addendum 1 has been issued to include the purchase of the JURY+ Checks software.

June 16, 2014 to June 20, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
051514 Hye Tech Network & Security Solution	Service Agreement No. 051514 Network & Security Support	$17,500.00	7-11-14 to 6-10-15	6-18-13	Option to renew for two (2) additional one (1) year periods	Contractor will provide network & security trouble shooting support, and security architecture enhancements. for advanced Security and Programming of Cisco Firewalls, Routers, and Call Manager Integration with Video Bridge. To also help with and resolve any issues that arise when creating Disaster Recovery Network as well as Route maps to tie in specific network equipment onto the SACCNET cloud.
061114-1 North Mechanical, LLC	Service Agreement No. 061114-1 URRD Work HH#8809	$718.06	6-18-14 to 6-30-14	6-18-13	Expires	The purpose of this URRD contract is to repair a cooler and ensure correct usage for HH#8809.
Konica Minolta Business Solutions	Purchase/Order Agreement	$3,285.82	Date of Delivery	6-18-14	Expires	The Sheriff's Office Jail booking area needs to replace a broken copier.
Konica Minolta Business Solutions	Service and Maintenance Agreement	$496.56/year plus sales tax	36 months after delivery of machine	6-18-14	Expires	This is a service and maintenance agreement for the new copier for the Sheriff's Office jail booking area.

June 23, 2014 to June 27, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
High Desert Humane Society	Amendment No. 1 to Lease Agreement	$9,600.00	7-1-14 to 6-30-15	6-25-14	Expires	Amendment No. 1 will extend the lease agreement with High Desert Humane Society for the animal shelter building for an additional year.
MegaTronics International Corp.	MegaTrak Extended Warranty Agreement	$4,285.00	8-1-14 to 7-31-15	6-25-13	Expires	Contractor will provide extended warranty for the fuel maintenance system utilized by the County. Fuel access MCU on all fuel tanks and service trucks.
051514-1 Lin-Cum, Inc.	Amendment No. 2 to Gila County Superior Court Contract No. 051514-1 Document Vault Storage Clerk of the Superior Court	$10,066.42	7-1-14 to 6-30-15	6-25-14	Renews	Amendment No. 2 has been issued to extend the term of the agreement from July 01, 2014 to June 30, 2015. Contractor provides document vault archival storage services for the Gila County Superior Court.
061014 Armstrong Troyky, LLC	Service Agreement No. 061014 Cenpatico Underage Drinking	$4,620.00	6-4-14 to 6-30-14	6-25-14	Expires	Contractor will provide a marketing campaign for an underage drinking program for the Department of Health and Emergency Services.

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 Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
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GILA COUNTY
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Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8761

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 060614

IMPOUND AGREEMENT

HUMANE SOCIETY OF CENTRAL ARIZONA, INC.
AND
GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES

This Agreement is entered into by and between Humane Society of Central Arizona, Inc, hereinafter referred to as **Contractor**, and Gila County Division of Health and Emergency Services, hereinafter referred to as **County**.

This Agreement contains all the terms and conditions agreed to by the parties. No other understanding, or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties' hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the State of Arizona, County, or Contractor in any State or Federal Court.

GENERAL PROVISIONS

1. General Requirements
   A. The term of this Agreement shall be construed in accordance with Arizona law, any action thereon shall be brought in the appropriate court in the State of Arizona.
   B. The Contractor shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services, and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation.
   C. The Contractor is an independent Contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee, or agent of the County.

2. Amendments
   All Amendments to this Agreement must be in writing and signed by both parties

3. Assignments/Subcontracting
   No right, liability, obligation of duty under this Agreement can be assigned, delegated or subcontracted in whole or in part, without the prior written approval of the Gila County Manager.

4. Default

The County may suspend, terminate, or modify this Agreement immediately upon written notice to Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations.

5. Termination

A. Either party may terminate this Agreement at any time, with thirty (30) days notice in writing to the other party (unless terminated by Gila County under Availability of Funds provision). Such notice shall be given by personal delivery or by Registered or Certified mail.

B. This Agreement may be terminated by mutual agreement of the parties specifying the termination date therein.

6. Severability

Any provision of this Agreement which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

7. Non-Liability

The County, its officers and employees and its Grantor agencies shall not be liable for any act or omission by the Contractor or Subcontractor or any employee, officer, agent, or representative of Contractor or Subcontractor occurring in the performance of this Agreement, nor shall these entities be liable for purchases or agreements made by the Contractor in anticipation of funding hereunder.

8. Indemnity

The Contractor agrees to indemnify, hold harmless, and defend the County, its officers and employees, its Grantor agencies, their officers, boards, commissions and employees, from and against any and all claims, damages, costs or expenses of every type, all or any part thereof arising out of or in connection with or by reason of any act or omission of the Contractor or any Subcontractor or anyone directly or indirectly employed by either the Contractor or the Subcontractor. Contractor shall reimburse the County for its costs and for time spent by its attorneys based upon reasonable attorney's fees prevailing in the community, for defense of any litigation. Contractor shall include a clause to this effect in all subcontracts enduring to the benefit of the above named entities.

9. Technical Assistance

The County shall provide reasonable technical assistance to the Contractor to assist in complying with state and Federal laws, regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this in no way relieves the Contractor of full responsibility and accountability for its actions and performance in compliance and in accordance with the terms of this Agreement.

10. Officials Not to Benefit

No member of the County, the Arizona State Legislature, or member of or delegate to Congress, or a resident Commissioner shall be admitted to any share or part of this Agreement, or to any benefit that may arise there from; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

11. Prohibition of Lobbying

The Contractor agrees that Contractor's employees or agents shall not utilize any Federal funds under the terms of this Agreement to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

12. Religious Activities

The Contractor agrees that costs, planned or claimed, including costs endured by any Subcontractor shall not include any expense for any religious activity or for any religious organization.

13. Political Activity Prohibited

None of the funds, materials, property or services contributed by the County or Contractor under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

14. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty the County shall have the right to annul this Agreement without liability.

15. Contract Compliance Monitoring

The County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Agreement. On-site visits for Agreement compliance monitoring may be made by the County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by the County's monitors, all record and accounts relating to the work performed or the services provided under this Agreement, or for similar work and/or service provided under other grants and Agreements.

16. Minimum Wage Requirements

The Contractor agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Agreement not less than the minimum wage under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended if Contractor has any such employees.

17. Recognition of County Support

The Contractor agrees to give recognition to the County and the funding source of its support when the Contractor publishes material or releases public information which is paid for totally or in part with funds received by the Contractor under the terms of this Agreement

18. Non-Discrimination

The Contractor in connection with any service or other activity under this Agreement shall not in any way otherwise discriminate against any person on the grounds of race, color, religion, sex, national origin, age, handicap, political affiliation or belief. The Contractor shall include a clause to this effect in all Subcontracts enduring to the benefit of the Contractor or the County.

19. Financial Management

The Contractor shall establish and maintain a special (separate) bank account for funds provided under this Agreement, or any accounting system that assures the safeguarding and accountability of all assets provided under this Agreement. No part of the funds deposited in the special bank account shall be commingled with other funds of the Contractor. This bank account will be a non-interest bearing account. Any interest earned must be disposed of in a manner specified by the County in accord with applicable State and Federal regulations. If a separate bank account is established, the Contractor will provide a signed special bank account agreement authorizing the County to obtain information about the account. If any accounting system is used it must meet generally accepted accounting principles.

20. Retention of Records

The Contractor agrees to retain all financial books, records, and other documents relevant to this Agreement for four (4) years after final payment or until after the resolution of any audit questions which could be more than four (4) years, whichever is longer, and the County, Federal auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of any and all said materials.

21. Legal Arizona Workers Act Compliance

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

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

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

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

22. Cancellation

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

23. Notifications

Notice under this Agreement shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon receipt by the party to who addressed unless otherwise indicated in said notice.

Humane Society of Central Arizona, Inc.
Attn: Sara Hock, Manager
605 W. Wilson Court
Payson, Arizona 85541
Phone: 928-474-5590

Gila County Division of Health & Emergency Services
Attn: Michael O'Driscoll, Director
5515 S. Apache Avenue, Suite 100
Globe, Arizona 85501
Phone: 928-402-8767

SPECIAL PROVISIONS

1. All Gila County Rabies Control Officers will check in at the Humane Society of Central Arizona Shelter Office upon arrival. However, it is not necessary to call the shelter manager after hours.

2. Gila County Rabies Control Officers, when on Humane Society of Central Arizona property, will follow the shelter's policies. Officers are also expected to work with the shelter manager.

3. Gila County Rabies Control Officers will conduct themselves in a professional and respectful manner towards animals, staff, volunteers and visitors while conducting business at the Humane Society of Central Arizona Shelter.

4. Animals left after the three (3) working day period, are the property of the Contractor and will be treated the same as any other Humane Society of Central Arizona animal.

5. All County impounded animals will receive the same medical care, daily board provisions and staff care as Human Society of Central Arizona animals. Modification as follows: County impounded animals will receive a check up four (4) times a year by a Veterinarian at the shelter. If any animal requires immediate medical attention, it will be taken to the Veterinarian's office.

6. One (1) cage will be kept available for County use during staff off hours.

7. An unlimited number of animals will be accepted by the Contractor from the Gila County Rabies Control Officers.

8. Animals which need to be quarantined in excess of ten (10) days will be quarantined in a location other than the Payson Humane Society.

9. Quarantines, for ten (10) days, will be charged one hundred dollars ($100.00) to the owner and the shelter will keep the total fee.

10. All impound fees are to be kept by the Contractor.

11. The County will be billed each month for the monthly base fee of Two Thousand Six Hundred Dollars ($2,600.00). Payment will be due in thirty (30) calendar days. The fee will be pre-billed one (1) month in advance by the Contractor and pre-paid by the County. All invoices submitted by the Contractor shall reference the County Purchase Order Number and be submitted to Gila County Accounts Payable, 1400 E. Ash Street, Globe, Arizona, 85501.

12. The above listed terms shall be in effect from July 1, 2014, to June 30, 2015. The County shall have the option to extend the Agreement for two (2) more one (1) year terms upon agreement of both parties.

13. Any disputes which arise and cannot be settled between the County and the Contractor will be settled by a neutral third party arbiter.

IN WITNESS WHEREOF, Service Agreement No. 060614 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: 6/18/14

HUMANE SOCIETY OF CENTRAL ARIZONA, INC.

Signature

Sarah Hock

Print Name

AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 6880.102/7-2011

The following amendments are hereby incorporated into the agreement for the below project

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PARKING LOT SWEEPING VARIOUS LOCATIONS

GILA SWEEPING LLC

Effective June 28, 2011, Gila County and Gila Sweeping LLC entered into a contract whereby Gila Sweeping LLC agreed to provide Parking Lot Sweeping for various locations in Gila County for a term of three (3) years, ending June 30, 2014.

Service Agreement No. 6880.102/7-2011 will expire on June 30, 2014. **Per Article IX-Term,** Gila County shall have the right, at its sole option, to renew the contract for two (2) additional (1) year periods.

AMENDMENT NO. 1 to **Service Agreement No. 6880.102/7-2011**, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from July 1, 2014 to June 30, 2015, for a contract amount of not to exceed Four Thousand Five Hundred Fifty dollars and no/100's ($4,550.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the July 1, 2014 to June 30, 2015 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 18 day of JUNE, 2014.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 6/18/14

GILA SWEEPING LLC

Signature

PEGGY L. LAVIN

Print Name

VICE PRESIDENT

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 060514-1

SEPTIC REPAIRS AT THE YOUNG YARD
Gila County Yard, Young AZ

THIS AGREEMENT, made and entered into this 18-TH day of JUNE, **2014,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **DJ's Companies, Inc.**, of the City of Claypool, 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 Facilities 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 060514-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 060514-1** 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 060514-1**, 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 "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – 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 shall be effective from date awarded and expire thirty days later.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed $1,500.00 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. 060514-1 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: 6/18/14

DJ'S COMPANIES, INC.

Signature

Darlene Jonovich

Print Name

DJ's Companies, Inc.
PO Box 1810 Claypool, AZ 85532

Phone (928) 425-0602
Fax (928) 425-0332

Licensed ♦ Bonded ♦ Insured
Residential ♦ Industrial ♦ Commercial

Quote #1421

June 2, 2014

Gila County Maintenance
745 N Rose Moffard Way
Globe AZ, 85501

Attn: Nicole Weaver

Subject: Pumping of septic tank and snaking of sewer line

The price listed below is to pump a septic tank at the County yard in Young and dump in Miami. The lid must be uncovered and have at least an 18" opening in it to clean out good. If not there will be an additional $75.00 an hour charge to uncover the lid.

Cost $500.00 + dump fees $50.00 per 1,000 gallons.

To snake the sewer line will be $75.00 an hour + parts if we have to pull a toilet. If there are cleanouts outside it will only be $75.00 an hour. There will also be a $10.00 cable charge for using the snake.

If there are any questions about this quote feel free to call Speter at (928)812-2764.

Respectfully submitted

Spiro(Speter) Jonovich
DJ's Companies Inc.

JURY+ Jury Management System
Addendum

JURY SYSTEMS
INCORPORATED

Addendum I

This Addendum is made this 30th day of May, 2014, which amends the Software License and Maintenance Agreements between Jury Systems Incorporated (JSI) and the Superior Court of Arizona, County of Gila (Court) dated the 07th day of December, 2004, to include the purchase of the JURY+ *Checks* as specified in the attached Appendix A and B. All other terms and conditions of the Software License and Maintenance Agreements will remain the same.

WHEREAS, the Court wishes to expand the capabilities of and add enhancements to the current JURY+ system; and

WHEREAS, JSI represents and warrants that it is qualified and has provided such services to the Court in the past; and,

JSI agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

The Court's and Jury Systems Incorporated's authorized representatives execute the addendum as follows:

JSI
Jury Systems Incorporated
Simi Valley, California

By _____
Lisa Perl
VP of Finance & Operations

Date 6-12-14

Gila County

By _____
Don E. McDaniel, Jr.
County Manager

Date 6/18/14

JURY+ Jury Management System
Addendum
Appendix A

Description of Services

Jury Systems Incorporated will expand the capabilities of and add enhancements to existing Jury + system software through the installation of the following module:

JURY+ *Checks*

JSI warrants that it has the authority to enter into this Agreement and perform the installation, testing and acceptance of these enhancements.

JURY+ Jury Management System
Addendum

Appendix B

Calculation of Charges

The Superior Court of Arizona, County of Gila will compensate Jury Systems Incorporated for the installation, maintenance and training of the following module, as specified in the terms below.

Exhibit A **(May 30, 2014 - Valid for 90 days)**

Description	Qty.	Price	Cost
A JURY+ *Checks* License Fee	1	$2,500	$2,500
Discount per Kato	1	$1,000	$1,000
B Installation	1	10.000%	$250
Total License Fees			**$1,750.00**
C First Year Premium Maintenance on JURY+ *Checks*	1	18.00%	$450
Total Maintenance Fees			**$450.00**
Grand Total			**$2,200.00**
TERMS			
License Fees Due Upon Receipt of Order		100%	$1,750.00
First Year Premium Maintenance on JURY+ *Checks* will be prorated			$450.00
to coincide with annual renewal for JURY+ *Next Generation*			
Grand Total			**$2,200.00**

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(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743
Fax: (928)425-7056

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 051514

NETWORK AND SECURITY SUPPORT

THIS AGREEMENT, made and entered into this 18TH day of JUNE, **2014**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Hye Tech Network & Security Solutions, LLC**, of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Network and Security Support, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the IT Director or designee.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 051514, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 051514, by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and

against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

   a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501,** or emailed to Jeannie Sgroi at jsgroi@gilacountyaz.gov . The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 8 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 9 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 10 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 11 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 12 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 13– TERM: Contract shall be effective July 1, 2014 and expires June 30, 2015. Gila County shall have the option to extend for two (2) additional one (1) year periods, unless written notice of termination is received within thirty (30) days by either party.

ARTICLE 14 – PAYMENT/BILLING: Contractor will bill for services pursuant to Attachment "A" to Service Agreement No. 051514, but in no event shall charges for the July 1, 2014 to June 30, 2015 term exceed **$17,500.00** without prior written agreement of the County.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

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

IN WITNESS WHEREOF, two (2) identical counterparts of Service Agreement No. 051514, 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 18 day of JUNE, 2014.

GILA COUNTY

Don E. McDaniel, Jr., County Manager

HYE TECH NETWORK SECURITY SOLUTIONS, LLC

Authorized Signature

SARO HAYAN / CTO-FOUNDER

Print Name/Title

ATTACHMENT "A" TO SERVICE AGREEMENT NO. 051514

OBJECTIVES:

Hye Tech will meet the following Service objectives:

- Provide network and security troubleshooting and support.
- Provide network and security architecture enhancements.

SCOPE OF WORK:

Provide troubleshooting and support:

- Support includes:
  - Data network and security operations related troubleshooting
  - Wireless network operations related troubleshooting
  - Voice network operations related troubleshooting
  - General network troubleshooting

- Support does NOT include:
  - Purchase of equipment of any nature
  - Workstation, Server, Printer or Applications Support

Provide network and security architecture enhancements:

- Including:
  - Network or security architecture design consultation
  - Voice network architecture design consultation
  - Configuration of new technologies as needed
  - General architecture decision consultation, including hardware, software, etc.

RATES:

Hourly rate for services: $175.00
NOT TO EXCEED 100 HOURS FOR THE PERIOD OF JULY 1, 2014 TO JUNE 30, 2015, WITHOUT PRIOR WRITTEN AUTHORIZATION.

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Jeff Hessenius, Finance Director
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1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 061114-1

OFFICE OF COMMUNITY SERVICES – HOUSING

URRD WORK HH#8809

THIS AGREEMENT, made and entered into this 18TH day of JUNE, **2014,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and North Mechanical LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Community Services Director or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 061114-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 061114-1** 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 061114-1**, 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 "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14 – TERM: The term of the Contract shall commence upon award and remain in effect through June 30, 2014.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a not to exceed amount of **$ 718.06** 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. 061114-1 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: 6/18/14

NORTH MECHANICAL LLC

Signature

DARIN North

Print Name

NORTH MECHANICAL
PO BOX 2746
PAYSON AZ 85547
Phone: 928-468-9400
Fax: 928-468-6947

INVOICE

6/5/2014	0000015844	0005807

JOLYNN LEVINE
804 N. WHEATFIELD ROAD
GLOBE AZ 85501

JOLYNN LEVINE HH 8809
804 N. WHEATFIELD ROAD
GLOBE AZ 85501

Charge to URRD

COD	0006

		NO COOL Tech: Jake Found system frozen at indoor coil. Thawed coil and started in A/C. Found TXV bulb not strapped properly and unit low on refrigerant. Strapped bulb to suction line properly and charged with R410A refrigerant to manufacture's specs with line set length. Replaced and relocated thermostat to insure correct temperature is being displayed. Ran full operation. Temperature dropped in house from 87 degrees to 78 degrees. System is cooling and running great at this time.		
4.00		Labor - Repairs & Thaw Coil	65.00	260.00
2.00	RCAC0110015	Charge System With Puron R410A	45.41	90.82
1.00		Relocate Thermostat	174.60	174.60
1.00	ACAA0010030	* Replace 1H/1C Only Thermostat Honeywell, non-programmable)	159.00	159.00
1.00		EPA Fee	4.10	4.10
		PER GABE EYLICIO BILLING TO: GILA COUNTY 1400 E. ASH STREET GLOBE, AZ 85501 Thank you.		

RECEIVED

SUBTOTAL	$688.52
TAX	$29.54
TOTAL	$718.06

NORTH MECHANICAL
Heating & Cooling

P.O. Box 2746 · Payson, AZ 85547
AZ ROC# 196159 (EIN#: 20-1087657)
(928) 468-9400 · (928) 468-6947
www.UpNorthAir.com

✓ Residential		Commercial	
Reg	✓ COD	✓ A/C	Ice M
	Charge	Heat Pump	Ref
Warr	N/C	Furnace	Freezer
		Other	Walk In
Service Contract		Evap Cooler	Reach In

15844 ✓

PO #:
Tech: Jake
Date: 5/5/14

Make	Make
Model VSUBE-050KA	Model
Serial V0VB0900003	Serial

SELL TO: Dalvin Levine
Gila Co/1400 E Ash St.

JOB SITE: 804 N. Wheatfield Dr
Globe AZ 85501

PHONE: Globe 928-200-1258

QTY	MATERIALS & SERVICE	PRICE EACH	COMBINED
	AAA-A00___-0000 (Service)		
	RCC-AV01-0000 (1st Refrigerant Cap)	$3 50	
4	Labor/Dethaw coil	1.5 00	200 00
2	R410A refrigerant	45 41	90 82
1	relocate t-stat		174 00
1	Honeywell 3000		159 00
	PER GLOBE EVALUATION		
	GILA COUNTY		
	1400 E. ASH ST		
	GLOBE AZ 85501		

DESCRIPTION OF WORK PERFORMED

COMPLAINT: No Cool

DIAGNOSIS / REPAIR: found system frozen at indoor coil. Dethawed coil and started in A/C found TXV bulb not strapped properly and low refrigerant. Strapped bulb to suction line properly and charged with R410-A refrigerant to manufacturer specs w/ Line set leaks repaired and relocated thermostat to more accurate temp is being displayed. Sys functioning desired temp in home 87° to 78° system is cooling and running great at this time.

RECOMMENDATIONS:

Order Approval: By initialing, you authorize applicable parts to be ordered & acknowledge a 15% restocking fee which you'll incur upon cancellation after the order has been placed.

_____

I have authority to order the work outlined above which has been satisfactorily completed. I agree seller retains title to all items furnished until final payment is made. If payment is not made, Seller can remove said items and charge applicable pick-up fees to my account. Any damages resulting from said removal shall not be the responsibility of the Seller. All balances are due upon completion of work. All past due balances will be assessed a late charge of 1.5% per month (18%APR).

Customer Signature: _____

Date: _____

Subtotal:	639	42
EPA Fee:	$4	10
VIP Calc:		
(Reg x .9)		
(Sen x .85)		
TAX:	29	54
PM:		
Freight:		
TOTAL:	718	06
Deposit:		
Balance:		

S: E: H: Total: $_____

ENVIRONMENTAL

F	TYPE REFRIG: _____	SYSTEM QTY: _____
R	RECOVERED: Y☐ N☐	QUANTITY: _____
E	RECLAIMED: Y☐ N☐	QUANTITY: _____
O	REBURNED: Y☐ N☐	QUANTITY: _____
N	NEW ADDED: Y☐ N☐	QUANTITY: _____

N W E S

LICENSED • BONDED • INSURED

"Quality Minded, Friendly, & Affordable!"

THANK YOU!

NORTH MECHANICAL, LLC WARRANTY -- TERMS AND CONDITIONS

In this document, the terms "we," "us," and "our" refer to North Mechanical, LLC, which is both the obligor and administrator of this warranty. The terms "you," "your," and "equipment owner" refer to the beneficiary of this warranty and any transferee (if such transfer is in accordance with paragraph G.1 of this document).

A. CONDITIONS AND LIMITATIONS:

1. Warranties only apply to the actual parts purchased and applicable labor.
2. This document is the entire agreement between you and us and cannot be changed without our written approval. Representation and promises not set forth in this document are not part of this warranty.
3. Our standard or extended warranty is automatically terminated if the parts are removed from the address identified on the original invoice, unless removed and installed at the new location by us or another company approved in writing by us who certifies that the removal and reinstallation were done according to manufacturer specifications..
4. Our standard or extended warranty is automatically terminated if the parts are repaired by anyone other than us, unless approved in writing by us.
5. Any material and/or work beyond that covered by the terms of this warranty will be furnished at the part owner's expense.
6. At our discretion, new, non-original manufacturer or remanufactured parts may be used in performing any repairs.
7. The purchase of our extended warranty is not mandatory & may be waived.
8. NORTH MECHANICAL, LLC SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM DELAY IN RENDERING REPAIRS BY THE TERMS OF THIS WARRANTY DOCUMENT, AND IN NO EVENT WILL NORTH MECHANICAL, LLC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

B. WHAT IS COVERED:

We will provide labor and/or repair or replacement of the covered. Parts will be replaced with those of like kind and quality, and may be new, non-original manufacturer or remanufactured. If the covered part cannot be repaired, or if the cost to repair the part exceeds the original purchase price, or if the part is not available due to the age of the part or being discontinued by the manufacturer, the part will be replaced with a part containing equal features.

C. WHAT IS NOT COVERED:

1. Any item not listed in paragraph I of this warranty document.
2. Premium labor charges for repairs performed after normal working hours.
3. Routine maintenance or any repairs which are made necessary because routine maintenance was not performed by the part owner.
4. Repairs to correct failures or malfunctions that are not considered manufacturing defects, such as damage or malfunctions resulting from fire, water, storms, earthquake, faulty power supply, theft, riot, misuse, abuse, or acts of God, etc.
5. Repairs to alter the part to meet changes in Federal, State, or local codes or regulations.
6. Freight, diagnostics, travel, and administrative fees on replacement products/parts.
7. Any work performed by a servicer other than us, or a servicer not approved in writing by us.
8. Repairs to products installed in establishments with corrosive atmospheres, including but not limited to, dry cleaners, beauty shops, & printing shops.
9. Appearance features, aesthetics, paint and cabinet parts, knobs and buttons, including but not limited to rust or corrosion.
10. Items normally designed to be periodically replaced by the Owner during equipment life such as filters and parts failing due to normal wear and tear.
11. Pre-existing conditions.

D. CANCELLATION:

We may cancel our warranty, with respect to both the original purchasers or any transferees, only for the following reasons: (1) nonpayment of scheduled premium or invoice amount due; (2) any material misrepresentations or substantial breach of the duties under our applicable warranty; or (3) any material changes occurring to the nature or scope of the service required under our warranty such that the service required to be provided has substantially and materially increased beyond that contemplated as of the date the original warranty became effective. Cancellation is not effective until 15 days after a notice of cancellation is mailed to the original purchaser or transferee.

E. LIMIT OF LIABILITY:

The limit of liability for any claim under our warranty is the cost to repair or replace your covered part(s) in accordance with the terms and conditions of this warranty document, not to exceed the original purchase price of the replacement part(s).

F. COVERED PART(S) OWNER'S RESPONSIBILITY:

The following are entirely the responsibility of the warranty owner and if not performed shall void our warranty:

1. All service and repairs not covered by this warranty.
2. To operate the parts/equipment in accordance with the manufacturer's instructions and to perform routine maintenance and any special maintenance listed in the owner's manual or part install instructions.
3. To provide us free access to the covered parts, equipment, or controls.
4. To move and stock, fixtures, or partitions to facilitate our work.

G. COVERED PART(S) OWNER'S OPTIONS:

The remaining duration of your warranty may be transfered to a new owner should you sell your property. To transfer your warranty, mail a written request (identifying the successor), the Equipment Owner's original invoice/warranty document, and a transfer fee of $15.00 (payable by check or money order) to North Mechanical, LLC.

H. HOW TO OBTAIN SERVICE:

1. When repairs are required, call North Mechanical, LLC to schedule a repair service appointment. Your warranty repair may incur fees regarding freight, diagnostics, travel, and/or administrative work.
2. If we are unable to perform service on your equipment within a reasonable time period (up to 5 business days depending upon our workload), we will locate and approve in writing another certified servicer as appropriate to ensure your repairs are completed.
3. Failure to follow these procedures may result in you incurring repair charges.

I. COVERED PARTS AND WARRANTY TERM LENGTHS:

Item	Std. Warr.	Ext Warr.
Hot Surface Igniters, Belts, Capacitors, Glow Coils, Schrader cores and caps.	30 days (30d Com)	2 Year (No Com)
Functional Parts, Refrigerant Leak Repairs (A Certified Leak Test & Repairs Must Be Completed Prior To Warranty Commissioning On Refrigeration System Leak Repairs)	30 days (30d Com)	3 year (No Com)
Compressors, Condenser Coils, Evaporator Coils, Heat Exchangers.	30 days (30d Com)	5 year (No Com)

J. RENEWAL:

No party is obligated to renew this warranty. Prices, conditions, and limitations of any warranty may change upon renewal.

NORTH MECHANICAL, LLC
PO BOX 2746
PAYSON, AZ 85547

Dispatch: (928) 468-9400
Fax: (928) 468-6947

Email: Admin@upnorthair.com
Web: www.UpNorthAir.com

KONICA MINOLTA

ORDER AGREEMENT

Check Applicable Box ☑ Purchase ☐ Lease ☐ Other: _____

INVOICE TO	Account #	SOLD TO	Account #	SHIP TO	Account #
Legal Name	Gila County	Legal Name		Legal Name	Gila County
Attn Line 1		Attn Line 1		Attn Line 1	
Attn Line 2		Attn Line 2		Attn Line 2	
Street Address	1400 E. Ash Street	Street Address		Street Address	1100 South Street
City Globe	State AZ Zip 85501	City	State Zip	City Globe	State AZ Zip 85501

Tax Exempt ☑ No ☐ Yes (Copy Required) Tax Exempt # _____

P.O. Required ☐ No ☑ Yes (Copy Required) P.O. # P.O. Expiration Date

Payment Terms: Net 30

Credit Card ☐ Yes, I want to pay by Credit Card. Please provide contact name/phone below.
☐ Pay in Full (including applicable tax) ☐ Partial Payment, Amount $ _____
Contact Name: Phone:

Check **Amount** **Check #**

Requested Delivery Date:

Maintenance Contract ☑ Accepted ☐ Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A61F011	BIZHUB 364e		$ 1,769.71	$ 1,769.71
1	A3EPWY1	FS-534-50 SHEET STAPLER/FINISHER		$ 611.88	$ 611.88
1	7640014723	INNOVOLT POWER MGR 15- AMP		$ 75.00	$ 75.00
1	7640017610	DK-510 COPY DESK		$ 79.67	$ 79.67
1	A3CEWY1	DF-701 - DUAL SCAN DOCUMENT FEEDER		$ 577.89	$ 577.89
1	A3ETW11	PK-520-2/3 HOLE PUNCH		$ 171.67	$ 171.67
1	VCAREACT-O	V-CARE			$ -

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION		PRICE EACH	EXTENDED
1		TN-512K BLACK TONER	N/A		
			N/A		
			N/A		
			N/A		
			N/A		
			N/A		

Additional Charges:

☐ Network _____ ☐ Removal _____ ☐ Other _____

Additional Charges _____

TOTAL $ 3,285.82

(TOTAL is exclusive of applicable taxes)

Pick-Up **Requested Removal Date:**

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

Comments

If order is for a purchase of equipment, Customer's signature below acknowledges receipt of KMBS Sales Terms and Conditions "Schedule A" (Revised 03-30-09) and consent to their terms, which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name GILA COUNTY
Please Print

Signature [signature] 6/18/14
Authorized Representative of Customer Date

Title DON E. McDANIEL, JR., COUNTY MANAGER

KMBS Representative [signature] 6/10/14
Date

KMBS Manager _____
Date

INTERNAL KMBS USE ONLY

CONTACT INFORMATION

Pre-Call / Confirmation Contact	Phone	E-Mail Address	
Joann Fane	928-402-1884	jfane@gilacountyaz.us	
Primary Delivery Contact	**Phone**	**Alternate Delivery Contact**	**Phone**
Same		Sgt David Kell	928-961-1947
Accounts Payable Contact	**Phone**	**E-Mail Address**	
Jeannie Sgroi	928-402-8612	dsgroi@gilacountyaz.gov	
Meter Contact	**Phone**	**E-Mail Address (Meters)**	**Fax Number (Meters)**
Joann Fane	928-402-1884	jfane@gilacountyaz.us	928-402-1884

Sales Rep	Sales Rep #	Split %	Phone	Sales Rep Name (Please Print)
Originating / Lead	9416847	25%	602-798-7341	Chip Ryan
Order Taking / Selling	9416847	50%		chip.ryan@kmbs.konicaminolta.us
Servicing / Installing	9416847	25%		
Sales District #	94109	100%	**Split % Approval (unless over-ridden by Master Agreement):**	

ADDITIONAL ORDER INFORMATION

Customer Type

☑ State Government ☐ Federal Government ☐ Corporate Account ☐ National ☐ Print for Pay ☐ OPS ☐ Other ☐ Commercial/Local (Branch)

Deduction(s):

☐ Lease Reimb/Rebate (ZLEA): _____ ☐ Service (ZSVC) _____ ☐ Shipping (ZADY) _____ ☐ Other (ZMOT) _____ Describe:

Additional Documents & Attachments:

☐ Buyout Quote/Letter
☐ Check (Copy)
☐ Credit Application
☐ Contingency Demo Acknowledgement
☐ DNA w/ vCare #: _____ If checked indicate #
☐ Equipment Removal Authorization
☐ Lease Document with Approval
☐ Lease Reimbursement/Rebate
☐ Price Exception
☑ Purchase Order
☐ Tax Exempt Certificate
☐ Other _____ Describe

Delivery ☑ **Pick-Up (See Pg 1)** ☐ **No Movement** ☐ **Dealer Install** ☐ **New Customer** ☐ → **CRM Row ID#** _____ - _____

Object Type: _____ **Date/Time Submitted to Admin:** _____ - _____

Lease #: **Date Document Sent to Lease Company:**

AGREEMENT INFORMATION

PE # _____ **Agreement** 10i-KMBS-0127 **Customer Code 1** _____

Promotion # _____ **Subfleet / Price Plan** _____ / _____ **Customer Code 2** _____

Customer Code 3 _____

COMMENTS & SPECIAL INSTRUCTIONS

PRE-CALL / CONFIRMATION INFORMATION

SPOKE WITH: _____ DATE: _____ TIME: _____

☐ Confirmed Ship To Address ☐ Confirmed Delivery Contact ☐ Confirmed Alternate Contact ☐ Confirmed Telephone #

Delivery Entrance ☐ Yes ☐ No ☐ Front ☐ Back ☐ Side

Is Site Ready ☑ Yes ☐ No If No, When _____

Delivery Hours 8:00 AM to 5:00 PM ☑ Mon ☑ Tues ☑ Wed ☑ Thurs ☑ Fri

Loading Dock ☐ Yes ☐ No Elevator ☐ Yes ☐ No Equipment Pick-up required ☐ Yes ☑ No

Stairs ☐ Yes ☑ No If yes, how many Turns or Landings ☐ Yes ☑ No If yes, how many

Special requirements (i.e. certificate of insurance, security check, customer comments, etc)

If unable to reach the customer, list date/time attempted 1st call: 2nd call: 3rd call:

Intermediate Consignee _____ KIT # _____

Order Package Edited By: _____ Date: _____ Credit Approval: _____ Date: _____

SALES ORDER #	*3rd Party Order #*	*PICK-UP ORDER #*	*SUPPLY ORDER #*
DELIVERY DOC #	*PO#*	*DELIVERY DOC #*	*DELIVERY DOC #*

KONICA MINOLTA

COUNT ON KONICA MINOLTA

Gila County Sheriff

Betty Hurst

Bizhub 364e
(shown with optional finisher)
Copier/Printer/Scanner

Standard Features and Configuration:

- 36 Prints/Copies Per Minute in Black/White
- 160 OPM Scanning Speed - Scans in color
- Single Pass Dual Scan Automatic Reversing Document Feeder
- Exclusive High-Speed Image Stabilization
- 9" Color Touch-Screen with Thumbnail Preview
- Built-In Emperon Print Controller (w/PCL6/PS3 & Native XPS)
- Award-Winning MyTab: Quick Access to Custom Print Settings
- Front Access For USB Printing & Scanning
- Standard 250 GB HDD For High Capacity Storage
- Finisher, Stapling, (2/3-Hole Punch Option)
- Workhorse 125,000 Page-Per-Month Duty Cycle
- 2 Universal 500 Sheet Paper Drawers - 5.5 x 8.5 - 11 x 17/Stand
- MyKmbs.com Online Account Management
- ★ Bizhub Security Features
  2 GB RAM
- ★ Standard 10 base-T/100 Base-TX
  Auto Paper Selection

Green Technologies To Save Energy, Reduce Waste

Contract #	10I-KMBS-0127
BH364e	$1,769.71
Dual Scan Feeder	$577.89
50 Sheet Stapler/Finisher	$611.88
2/3 Hole Punch Unit	$171.67
Power Surge	$75.00
Plan Stand/Cabinet	$79.67
2 x 500 Sheet Drawers/Stand	Included
Reversing Automatic Document	Included
Standard Duplex	Included
PS, PCL, XPS	Included
Data Overwrite	Included
250 GB HDD	Included
HDD Encryption	Included
Delivery & Installation	Included
Start-up Supplies	Included
Total:	$3,285.82

Options:
Fax Kit: 381.08

Service and Supply Program

- Monthly Base Charge: $41.38 - Includes Unlimited Black & White Copies/Prints
- Toner, parts, labor, delivery, installation are all-inclusive with this plan (excluding paper)
  Prices do not include tax

- 12/17/2013

50TH ANNIVERSARY 2011 BLI BUYERS LAB LINE OF THE YEAR

Contact: Chip Ryan

Konica Minolta Business Solutions U.S.A., Inc.

KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127

KMBS CPC Service & Maintenance Agreement

Sold To: (legal name)		Ship To:	
Name: Gila County	Account Number:	Name: Gila County	Account Number:
Address Line 1:		Address Line 1:	
Address Line 2: Gila County Finance		Address Line 2:	
Street Address: 1400 E. Ash Street		Street Address: 1100 South Street	
City: Globe State: Arizona Zip: 85501		City: Globe State: Arizona Zip: 85501	

Tax Exemption ☑ No ☐ Yes (Certificate required) Tax Exemption Number:

PO Required ☐ No ☑ Yes (Copy required) PO Number: PO Expiration Date:

Advantage CPC Maintenance Plan

Cost Per Copy

☑ With Supplies ☐ Without Supplies - Purchased Separately **Effective Date:** Upon Delivery

Billing for CPC contract: ☐ Monthly ☐ Quarterly ☑ Annually **Contract Term (Months):** ☐ 12 ☐ 24 ☑ 36 ☐ 48 ☐ 60

Overages billed: ☐ Monthly ☑ Quarterly ☐ Annually

Product Covered Under Contract:

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min $	Overage CPC
1			C		N/A			
	BIZHUB 364e		B/W		Flat Rate -Unlimited		$ 41.38	$ -
2			C				$496.56 Annual	
			B/W					
3			C					
			B/W					
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					

Comments

Maintenance includes all supplies, toner, parts, labor and service calls per Mohave Contract

This agreement incorporates Schedule A-1 KMBS Modified Standard Maintenance Terms and Conditions for Mohave Educational Services Cooperative (MESC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.

Customer Name: GILA COUNTY (Please Print) KMBS Representative: Chip Ryan 6/10/2014 (Date)

Signature: (Authorized Representative of Customer) 6/18/14 (Date) KMBS Manager: 6/10/2014 (Date)

Title: DON E. MCDANIEL, JR., COUNTY MANAGER

FOR INTERNAL USE

☐ New Customer ☐ Maintenance w/ Equipment Order ☐ Maintenance Only ☑ Maintenance Billed by KMBS ☐ Maintenance Billed by Lease Company ☐ Dealer Serviced

PE #: Agreement #: 10i-KMBS-0127 Customer Code 1: Mohave Contract

Promotion #: Price Plan #: Customer Code 2:

Subfleet #: Customer Code 3:

Key Operator Contact:	Joann Fane	Phone:	928-402-1884	Email Addr:	jfane@co.gila.az.us
Meter Read Contact:	Same	Phone:		Email Addr:	
Accounts Payable Contact:	Jeannie Sgroi	Phone:	928-402-8612	Email Addr:	dsgroi@gilacountyaz.gov

Special Instructions:

Additional Documents Attached: ☐ Price Exception ☐ Tax Exempt Certificate ☑ Purchase Order ☐ Credit Application

	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
Originating:	9416847	Chip Ryan	chip.ryan@kmbs.konicaminolta.us
Order Taking:	9416847		
Servicing:	9416847		

Contract Processed: ☑ Windsor, CT ☐ Branch Phoenix -94109 (Branch Name)

AMENDMENT NO. 1 to LEASE AGREEMENT

The following amendments are hereby incorporated into the agreement for the below project

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GILA COUNTY DIVISION OF HEALTH
AND
HIGH DESERT HUMANE SOCIETY, INC.

Effective July 1, 2013, Gila County Division of Health and High Desert Humane Society, Inc. entered into a Lease Agreement whereby the Gila County Division of Health is leasing the building and kennels utilized by Gila County Rabies and Animal Control at 700 Shelter Lane, Globe, Arizona, 85501.

The Lease Agreement expires on June 30, 2014. Per Item #2, upon agreement of both parties, the lease may be extended for two (2) additional one (1) year terms.

Amendment No. 1 to the Lease Agreement will exercise the option to renew the term of the Lease Agreement for one (1), one (1) year term, from July 1, 2014 to June 30, 2015. Total annual compensation shall not exceed Nine Thousand, Six Hundred and no/100's ($9,600.00).

All other terms, conditions and provisions of the original Lease Agreement shall remain the same and apply during the July 1, 2014 to June 30, 2015 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 25 day of JUNE, 2014.

GILA COUNTY

Don E. McDaniel Jr.., County Manager

HIGH DESERT HUMANE SOCIETY, INC.

Cheryl Brazell
Signature

Print Name Cheryl Brazell

AMENDMENT NO. 2

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

GILA COUNTY SUPERIOR COURT CONTRACT NO. 051514-1
DOCUMENT VAULT STORAGE SERVICE

LIN-CUM, INC.

Effective July 01, 2012, Gila County and Lin-Cum, Inc. entered into an agreement whereby the Contractor agreed to provide document vault archival storage services for the Gila County Superior Court. The agreement expires June 30, 2013 and per Page 4 of the Agreement, may be extended for an additional 12 month period.

Amendment No. 1 was executed on July 1, 2013 to extend the contract term for one (1) year from July 1, 2013, to June 30, 2014 with a not to exceed amount of $15,000.00 without prior written agreement of the County.

Amendment No. 2 will serve to extend the term of the contract for one (1) additional year term, from July 1, 2014 to June 30, 2015, with a not to exceed amount of $10,066.42 without prior written agreement of the County.

In addition **Amendment No. 2** will serve to decrease the contract amount by $4,933.58 for a new total contract amount of $10,066.42.

In addition **Amendment No. 2** will serve to assign **Contract No. 051514-1** to the contract for all future transactions.

All other terms and conditions and provisions of the original Contract, including previously executed Amendments, shall remain the same and apply during the July 1, 2014 to June 30, 2015 term.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 6/25/14

LIN-CUM, INC.

Charles C. Cummins, Jr.

Vice President – Client Servicing
Title

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

GILA COUNTY

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

SERVICE AGREEMENT NO. 061014

CENPATICO UNDERAGE DRINKING

PUBLIC RELATIONS AND ADVERTISING SERVICES

THIS AGREEMENT, made and entered into this 25TH day of JUNE, **2014**, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY,** and **Armstrong Troyky, LLC** of the City of Phoenix, County of Maricopa, State of Arizona, hereinafter designated the **CONTRACTOR**.

WITNESSETH: That 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 I – SCOPE OF SERVICES: The Contractor will provide a market campaign for an underage drinking program. The strategies to be performed include but are not limited to:

1. Develop a social marketing for Underage Drinking Campaign.
2. Build on or develop a new slogan.
3. Develop a logo to include promoting campaign in Gila County.
4. Develop media Outreach radio spots.

The Contractor warrants that the performance of the Services and the use of any deliverables under this contract will (a) comply with all applicable laws, rules, orders and regulations; and (b) will not violate or infringe any patent, trademark, copyright, or any other proprietary right of a third party.

The Contractor understands that information and records provided to or made available about Participants in and clients of services of this Agreement are considered confidential and shall not be used for any purpose other than to perform the required services. Regardless of the data format, the Contractor agrees that it, and any of its employees, will not disclose or allow disclosure of any such data or derivatives of it to any third party without the written permission of Gila County.

ARTICLE II – INDEPENDENT CONTRACTOR: The Contractor shall, at all times, be an independent contractor under this agreement. The Contractor shall exercise judgment as to the services which are necessary in order to fulfill its obligations under this contract and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with the County.

ARTICLE III – SCHEDULE AND FEES: Refer to Attachment "A" to Service Agreement No. 061014, by mention made a binding part of this agreement as set forth herein, for rates. In no event, shall the total amount of this contract exceed **$4,620.00** without prior written approval of the County.

ARTICLE IV – INDEMNIFICATION CLAUSE: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE V - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might

arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors 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 **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be mailed directly to **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501** or email to Jeannie Sgroi at jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of **Contractor**. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of **Contractor** 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 VII – 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 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 **Contractor** 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 **Contractor:**

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 Contractor or any agent or representative of the Contractor, to any officer or employee of the County.

ARTICLE IX – CONTRACT PERIOD: Contract shall commence on June 4, 2014, and be in effect through June 30, 2014.

ARTICLE X – PAYMENT: The Scope of Services as outlined above will be performed on a lump sum basis with a not-to-exceed without written authorization amount of **$ 4,620.00**. Additional work, as authorized, will be performed per Attachment "A" to Service Agreement No. 061014.

Invoicing to be submitted to the County as work warrants, but not more often than once a month. Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the County representative confirming services rendered and authorizing payment.

IN WITNESS WHEREOF, two (2) identical counterparts of this Service Agreement No. 061014, 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 **Contractor**, the **County** agrees to pay the **Contractor** amount of not more than **$4,620.00** including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

SERVICE AGREEMENT NO. 061014

GILA COUNTY:

Don E. McDaniel Jr., County Manager

ARMSTRONG TROYKY, LLC:

Signature of Contractor

MATTHEW TROYKY

Print Name

JUNE 11, 2014

6111 N. Cattletrack Suite 6
Scottsdale, Az. 85250
480.603.8312

ESTIMATE FOR GILA COUNTY MARIJUANA AND ALCOHOL PROGRAM
ATTN: Paula Horn, Christie Rocha

Logo design/development for campaign (2)
$750

Tagline/Headline for campaign (2)
$750

Banner design
$395

Poster design
$395

E-mail blast design
$395

Leave behind card
$395

Bumper sticker design
$395

Ad for print
$395

Script :15 radio spot
$375

Script :30 radio spot
$375

TOTAL
$4620.00

Estimate is for copywriting, design and layout. Other costs, including but not limited to, printing and production are additional. Estimate includes up to (4) revisions each. If estimate work exceeds original cost estimate, client will be notified before said work will be performed. Work performed beyond original estimate will be billed at current market rates.