

PURSUANT TO A.R.S. SECTION §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, FEBRUARY 3, 2015 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
 - A. Recognition of Gila County employees who have been employed for 5, 10, 15, 20, 25, 30 and 35 years as of 2014. **(Erica Raymond)**
3. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to adopt Resolution No. 15-02-04 to name a previously unnamed section of road in Tonto Basin as W. Speer Place. **(Steve Stratton)**
4. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to adopt Resolution No. 15-02-06 in support of Gila County Provisional Community College District's efforts to receive an equitable allocation of workforce development funding under the provisions of Arizona Proposition 301. **(Stephen Cullen)**
 - B. **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Board of Directors of the Gila County Flood Control District.)** Information/Discussion/Action to authorize the publication of a notice of the proposed amendment to the Gila County Floodplain Management Ordinance, and to set the public hearing date for April 7, 2015. **(Darde deRoulhac) (Motion to adjourn as the Gila County Flood Control Board of Directors and to reconvene as the Gila County Board of Supervisors.)**
 - C. Information/Discussion/Action to review all bids submitted for Invitation for Bid No. 112514 for the purchase of up to three new passenger mini-vans; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Jeff Hessenius and Steve Stratton)**

5. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
- A. Approval of Amendment No. 13 to an Intergovernmental Agreement (Contract No. DE111073001) between the Arizona Department of Economic Security and the Gila County Division of Community Services increasing the funding for the service "Community Services" from \$162,388 to \$172,388 for the contract period July 1, 2014, through June 30, 2015.
 - B. Approval of a Memorandum of Understanding between the Gila County Division of Health and Emergency Services and Miami Area Unified School District No. 40 to continue providing Tobacco Free Environments Program services in the schools for the period July 1, 2014, through June 30, 2015.
 - C. Approval of a Memorandum of Understanding between the Gila County Division of Health and Emergency Services and Globe Unified School District No. 1 to continue providing Tobacco Free Environments Program services in the schools for the period July 1, 2014, through June 30, 2015.
 - D. Approval of a request submitted by the University of Arizona Gila County Cooperative Extension 4-H Program to waive fees for the use of the Gila County Fairgrounds facilities for its 2015 activities.
 - E. Approval of a request submitted by the Sheriff's Reserve Posse to waive fees for the use of the Gila County Fairgrounds Exhibit Hall for its Sweetheart Dance to be held on February 14, 2015.
 - F. Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Gila County Sheriff's Sweetheart Dance on February 14, 2015.
 - G. Acknowledgment of the December 2014 monthly activity report submitted by the Payson Regional Constable's Office.
 - H. Acknowledgment of the December 2014 monthly activity report submitted by the Recorder's Office.
 - I. Acknowledgment of the December 2014 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
 - J. Acknowledgment of the Human Resources reports for the weeks of January 6, 2015, January 13, 2015, January 20, 2015, and January 27, 2015.

- K. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of January 5, 2015, to January 9, 2015; and January 12, 2015 to January 16, 2015.
 - L. Approval of finance reports/demands/transfers for the weeks of January 27, 2015, and February 3, 2015.
6. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
7. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION §38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ARF-2980

Presentation Agenda Item 2. A.

Regular BOS Meeting

Meeting Date: 02/03/2015

Submitted For: Shelley McPherson, HR and Risk Management Director

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

Department: Human Resources Department

Information

Request/Subject

2014 Gila County Employee Service Awards Presentation

Background Information

n/a

Evaluation

n/a

Conclusion

n/a

Recommendation

n/a

Suggested Motion

Recognition of Gila County employees who have been employed for 5, 10, 15, 20, 25, 30 and 35 years as of 2014. **(Erica Raymond)**

Attachments

2014 Gila County Service Awards

2014 Gila County Service Awards

5 years

Bearup, Jonathan S
Berumen, Teri K
Campos, Antonella
Chagolla, Robert
Cunningham, Alex
Decker, Arthur D
Etter, Patrice
Gann, Mark S
Garcia, Victoria L
Gildersleeve, Debra L
Haynie, Sarah
Haynie, Wade K
Hensley, Thoreina
Laforge, Earl D
Miller, Megan A
Overholt, Debra L
Pastor, Michael A
Pratt, Kari E
Scales, Ramona V
Teague, Marcus J Jr.
Tewksbury, Irene T
Warden, Kenneth R

10 years

Alexander, Lee W
Aliprandini, Susan
Barajas, Vanessa M
Bennett, Sarah L
Bingham, Sadie J
Brewer, Marilyn L
Casillas, Stephanie
Chase, Nichole M
Fane, Joann S
Feezor, Kristine L
France, John R
Hornung, David
Johnson, Keith A
Kenney, Erich J
Mata, Clarissa L
Osborn, Jared C
Pontel, Larry B
Soden, Jeremy
Solberg, Justin M
Vuksanovich, Shelley

15 years

de Roulhac, Darde G
Henderson, Sue A
Homan, Thomas H
Lancieri, Alberta L
Rascon, Deloris J
Salas, Michele L
Throop, Christina A
Worthey, Violeta A
Zaragoza, Anita L

25 years

Navarro, Mary Y
Olivarez, Gilbert T
Price, Eloise L
Savage, Daniel C
Yanez, John V

30 years

Lopez, Christine M

20 years

Aguilar, Vicki S
Alvino, Pamela M
Bowman, Leona
Griego, Teresa M
Kenyon, Celia L
Oswalt, Allen D
Pennell, Yodona M
Powell, Terri L



ARF-2960

Public Hearing 3. A.

Regular BOS Meeting

Meeting Date: 02/03/2015

Submitted For: Steve Stratton, Director

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

Department: Public Works Division

Information

Request/Subject

Resolution 15-02-04 to name a previously unnamed section of road in Tonto Basin as W. Speer Place.

Background Information

Rural Addressing contacted Gila County resident Michael Golder for his suggestions on naming an unnamed private easement adjacent to his property. Mr. Golder is the owner of all five parcels requiring access from the unnamed easement. A petition was submitted with the suggested name of West Speer Place. Rural Addressing approved the name.

Evaluation

The road to be named is a private unnamed section of road that branches west off of N AZ Highway 188 and north of E Butcher Hook Drive. The section is identified as PT SEC 25 & 26 T6N R10E and is located within Supervisorial District 2 of Supervisor Michael Pastor. The County Rural Addressing Analyst determined the GPS location and appropriately mapped the roadway. A map is attached.

Conclusion

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

Recommendation

The Public Works Division Director recommends that the Board of Supervisors conduct the public hearing to obtain public comment to name a previously unnamed section of road in Tonto Basin as W. Speer Place, and if there are no objections, it is recommended that the Board adoption the Resolution.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 15-02-04 to name a previously unnamed section of road in Tonto Basin as W. Speer Place.

(Steve Stratton)

Attachments

Resolution 15-02-04

Signed Petition

Written Notification

Mailed Public Notice

Map



RESOLUTION NO. 15-02-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA NAMING ONE ROAD TO BE CALLED W. SPEER PLACE

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

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

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

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

W. Speer Place – PT SEC 25 & 26 T6N R10E

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

PASSED AND ADOPTED this 3rd day of February 2015.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy County Attorney/Civil Bureau Chief

GILA COUNTY RURAL ADDRESSING

Please Return To:

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

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

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

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

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

PROPOSED ROAD NAME #1: WEST SPEER PLACE

PROPOSED ROAD NAME #2: _____

PROPOSED ROAD NAME #3: _____

| | Signature (Owner) | APN (Parcel #) | Owner Phone # | Owner Mailing Address |
|----|-------------------------|----------------|---------------|---|
| 1. | <i>Michael J Golder</i> | 201-06-015R | 602 920 3777 | MICHAEL GOLDER PO BOX 956 TONTON BASIN AZ 85553 |
| 2. | <i>Michael J Golder</i> | 201-06-015S | 11 | MICHAEL GOLDER PO BOX 956 TONTON BASIN AZ 85553 |
| 3. | <i>Michael J Golder</i> | 201-06-015T | 11 | MICHAEL GOLDER PO BOX 956 TONTON BASIN AZ 85553 |
| 4. | <i>Michael J Golder</i> | 201-06-015U | 11 | MICHAEL GOLDER PO BOX 956 TONTON BASIN AZ 85553 |
| 5. | <i>Michael J Golder</i> | 201-06-015U | 11 | MICHAEL GOLDER PO BOX 956 TONTON BASIN AZ 85553 |
| 6. | | | | |
| 7. | | | | |

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

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

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



DON E. McDANIEL Jr.
County Manager

STEVE STRATTON
Director

STEVE SANDERS
Deputy Director

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

December 29, 2014

Mr. Michael Golder:

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

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

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

Thank you for taking the time to review this letter.

Respectfully,

Steve McGill
Rural Addressing Analyst

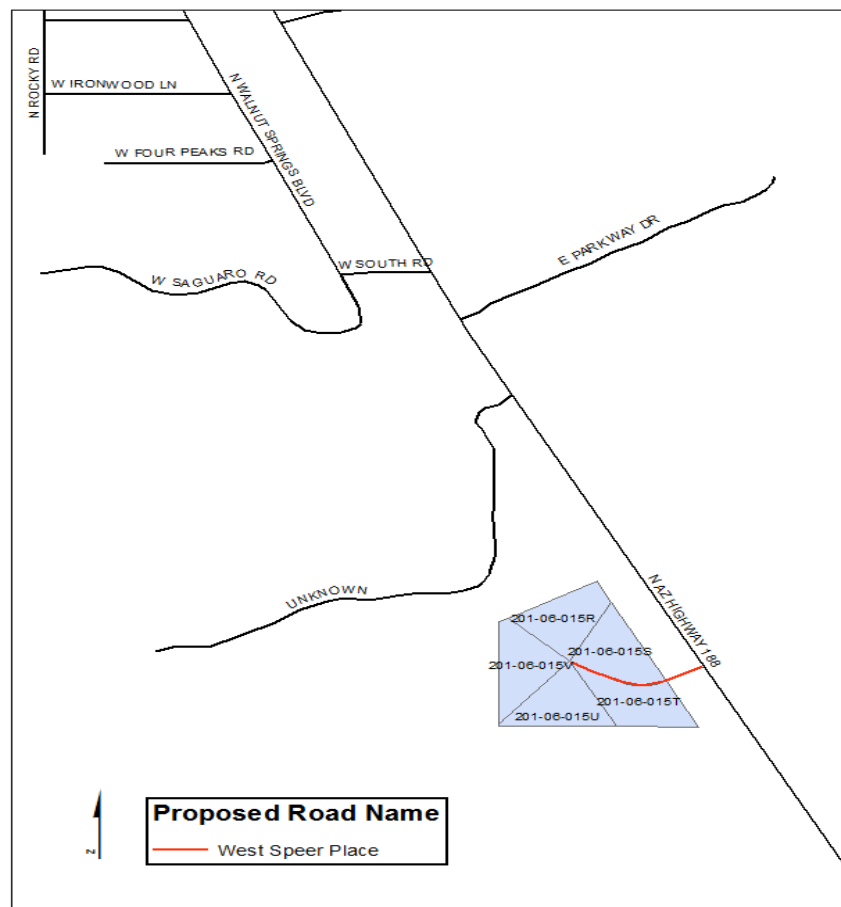
PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a public hearing for the naming of an unnamed road in the Tonto Basin area. The road will be named to: West Speer Place

To file an objection to the proposed name change, residents must file an alternative petition in writing to the Rural Addressing Department by Tuesday, January 15th, 2015 per Gila County Street Naming Ordinance No. 11-03.

The public hearing to name **West Speer Place** is scheduled for February 3rd, 2015 at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ.

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





ARF-2987

Regular Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 02/03/2015

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

Department: Clerk of the Board of Supervisors

Fiscal Year: Budgeted?:

Contract Dates Grant?:

Begin & End:

Matching Fund?:

Requirement?:

Information

Request/Subject

Proposed Resolution No. 15-02-06 from Gila Community College

Background Information

N/A

Evaluation

Dr. Stephen Cullen, Senior Dean of Gila Community College, has requested permission to present a resolution to the Board of Supervisors for consideration of adoption at the Board's February 3rd regular meeting. If adopted, this resolution will signify the Board of Supervisors' support of the Gila County Provisional Community College District's efforts to receive an equitable allocation of workforce development funds under the provisions of Arizona Proposition 301.

Conclusion

Don McDaniel, County Manager, has approved the request for Dr. Cullen to present a resolution and related information to the Board of Supervisors.

Recommendation

N/A

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 15-02-06 in support of Gila County Provisional Community College District's efforts to receive an equitable allocation of workforce development funding under the provisions of Arizona Proposition 301. **(Stephen Cullen)**

Attachments

Resolution No. 15-02-06

Gila Community College Economic Impact



RESOLUTION NO. 15-02-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA IN SUPPORT OF GILA COUNTY PROVISIONAL COMMUNITY COLLEGE DISTRICT'S EFFORTS TO RECEIVE AN EQUITABLE ALLOCATION OF WORKFORCE DEVELOPMENT FUNDING UNDER THE PROVISIONS OF ARIZONA PROPOSITION 301

WHEREAS, under the provisions of Arizona Proposition 301, Gila County Provisional Community College District (GCPCC) receives workforce development funding from sales taxes to which Gila County taxpayers contribute, and this funding is reinvested in the County in the form of workforce training that provides job skills and promotes local economic growth; and,

WHEREAS, eleven programs at GCPCC receive workforce development funds through Arizona Proposition 301, including Business Administration, Nursing, Fire Science, Cosmetology and other programs critical to our local economy; and,

WHEREAS, provisional community college districts, such as the Gila County Provisional Community College District and the Santa Cruz County Provisional Community College District, each currently receive \$80,000 annually in workforce development funding and all other Arizona community colleges receive \$200,000 annually; and,

WHEREAS, not only is this distribution patently inequitable, but also the \$80,000 is insufficient to provide communities and businesses in Gila County with adequate workforce training opportunities, and the lack of funding adversely affects local businesses and economies; and,

WHEREAS, an economic impact analysis was conducted which shows the positive impacts that GCPCC programs have on Gila County and the State of Arizona, wherein the State realizes \$1.34 for every dollar it invests in GCPCC, and Gila County realizes \$1.68 for every dollar it invests in GCPCC.

NOW, THEREFORE, BE IT RESOLVED, that the Gila County Board of Supervisors supports GCPCC's efforts to receive an equitable allocation of workforce development funding under the provisions of Arizona Proposition 301.

PASSED AND ADOPTED this 3rd day of February 2015.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy County Attorney/
Civil Bureau Chief



Gila Community College Economic Impact

INVESTMENT ANALYSIS: Gila Community College provides significant return on investment to Gila County taxpayers.

FOR STUDENTS the benefit of increased income and employment opportunities at GCC is an outstanding return on investment. Twenty-nine percent (29%) of GCC students completing their programs enjoy employment within six (6) months compared to 23% nationally. Research indicates when considering the expense of tuition, fees, and opportunity cost of foregone income, GCC students who earn degrees substantially increase their earning power over the span of their career.

TAXPAYERS benefit from the economic growth and additional revenue produced by the higher earning power of students educated at GCC. The return on investment of state funds in GCC operations is \$1.34 or a 34% annual return on investment to the state of Arizona. For every tax dollar invested in GCC, \$1.68 is returned on investment to Gila County annually.

GILA COUNTY benefits from a more educated populace through higher earnings and reduced social costs such as reduced social assistance of \$1.2 million. In 2013-14, 429 students received federal education assistance bringing \$1.7 million into the local economy. The Small Business Development Center generated \$1.2 million in FY 2014 to the local economy.

ECONOMIC GROWTH ANALYSIS: Gila Community College contributes substantial growth to Gila County.

GCC operations contribute \$2.4 million to the local economy annually. This includes income earned by college employees and goods and services purchased by GCC. Spending by students from outside Gila County brings additional revenue into the local economy. For the past four years, net educational expenditures at GCC have averaged \$4.4 million.

The largest impact of GCC's presence is the earning and increased productivity of former students. New skills and income earned generate additional consumer spending. The net contribution to the economy of Gila County is \$2.7 million.

COLLEGE PROFILE

- 2,813 students in 2013-14
- 279 degrees and certificates awarded to students completing their programs in FY 13-14, an increase of 59% in completions over the last four years
- 204 full and part-time employees
- \$6.3 million budget (FY 2014)

DISTRICT PROFILE

- Serving all of Gila County, three campuses and extension centers
- 53,416 residents
- \$1.82 billion regional economy in FY 2013

NET ECONOMIC IMPACT

GCC's total economic impact is \$8.7 million annually representing .5% of the regional economy

Gila Community College is a sound investment for students, taxpayers, and communities in Gila County



Unlocking Futures at Gila Community College

HIGHER EARNING

433 Gila residents have been awarded certificates or degrees over the last four years



20% of all full-time GCC students earn awards each year

Students earning community college degrees earn \$400,000 more than high school graduates over their lifetime

SPARKING THE ECONOMY

- \$82,000 in grant funds were generated from outside Gila County in FY 2014 to build the local economy

CREATING EMPLOYMENT

- 29% of GCC program completers enjoy employment within 6 months compared to 23% nationally
- GCC prepares students for the local job market and global workplace



BUILDING PROSPERITY IN GILA COUNTY:

Over the past four (4) years, 9% of the population of Gila County has benefited directly from the presence of Gila Community College. Students invest 3-6 years of their lives in earning degrees or certificates at GCC, but the time spent is worth the investment. Education opens up doors of opportunity and fosters independence. In FY 2015, it is projected that each resident of Gila County will receive an indirect benefit of \$54.

GCC provides a skilled workforce to the community and is partnering with 40 major organizations throughout Gila County. Through its Small Business Development Center, GCC provides services throughout Gila County.

GCC provides cost effective education with a high return on investment to students. The College's programs meet local needs and provide access to higher education to underserved populations in Gila County. GCC is an essential part of the "economic engine" building a better quality of life for all in Gila County. Over the past four years, GCC Foundations in Globe and Payson have raised \$104,843.

DID YOU KNOW...

- GCC has one of the highest service taxpayer ratios of all community colleges in the USA
- 1 in 20 residents of Gila County were directly served by GCC in FY 2013
- 5,407 students have enrolled at GCC in the past 4 years
- 17% of students come from outside Gila County generating a \$3.1 million investment annually in Gila County
- 100 GCC students received scholarships in FY2014

INNOVATIVE LEADERSHIP

GCC administration, staff, and faculty are focused on preparing students for the jobs of today and the future. Training at GCC prepares students for emerging job skills. In the past four years in partnership with industry, GCC has implemented new programs of study:

- Renewable Sustainable Energy
- Weatherization and Building Energy Analyst
- Medical Assistant
- Medical Coding and Billing
- Construction Trades
- Cosmetology
- Culinary Arts

Business and educational partnerships have been forged or expanded with:

- Gila County
- City of Globe
- Town of Miami
- Town of Payson
- San Carlos Reservation
- 34 Inter-Governmental Agreements

GCC is literally creating futures and has established a 10,000 square foot facility exclusively for Workforce Development training.



ARF-2961

Regular Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 02/03/2015

Submitted For: Darde De Roulhac, Flood Control District Chief Engineer

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

Department: Public Works Division Division: Floodplain

Information

Request/Subject

Request to Publish a Proposed Amendment to the Gila County Floodplain Management Ordinance, and to Request that the Board set a Public Hearing Date for the Adoption of the Amendment.

Background Information

An amendment is proposed to the Gila County Floodplain Management Ordinance. Section 8.2 of the Ordinance requires that the Board set a hearing date, allowing time for notice to be published in a newspaper of general circulation in the County at least thirty days prior to the date of the hearing.

Evaluation

This amendment corrects erroneous references in the Ordinance, clarifies some wording, adds consistency in the jurisdiction of the Ordinance, and adds provisions to allow permitting of wet flood-proofed large parking buildings between 600 and 1400 square feet without a variance from the Board, if certain criteria are followed. Staff have discussed and come to agreement with the National Flood Insurance Program liaison for Arizona regarding the proposed changes.

Conclusion

This Ordinance amendment is necessary to correct erroneous references, to clarify some requirements and jurisdiction of the Ordinance, and to add more options for our residents in building large parking buildings without variances, while still considering the safety of our residents.

Recommendation

The Gila County Floodplain Administrator recommends that the Gila County Flood Control District Board of Directors approve the publication of the proposed amendment to the Gila County Floodplain Management Ordinance, and set the public hearing date of April 7, 2015.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors and convene as the Board of Directors of the Gila County Flood Control District.) Information/Discussion/Action to authorize the publication of a notice of the proposed amendment to the Gila County Floodplain Management Ordinance, and to set the public hearing date for April 7, 2015. **(Darde deRoulhac)** **(Motion to adjourn as the Gila County Flood Control Board of Directors and to reconvene as the Gila County Board of Supervisors.)**

Attachments

Amended Ordinance

Ordinance with Additions/Deletions

Amendment Justifications

GILA COUNTY FLOODPLAIN MANAGEMENT ORDINANCE

December 22, 1986
Amended June 28, 1993
Amended November 4, 1997
Amended June 4, 2003
Amended April 15, 2008
Amended October 26, 2010
Amended April 7, 2015

Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501
(928) 425-3231

APPROVED AS TO FORM:

Bryan Chambers,
Chief Deputy County Attorney

Date

APPROVED BY:

Michael A. Pastor, Chairman
Gila County Flood Control District

Date

GILA COUNTY FLOODPLAIN MANAGEMENT ORDINANCE

SECTION 1.0

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES

1.1 STATUTORY AUTHORIZATION

The Legislature of the State of Arizona has in A.R.S. §48-3601 through §48-3627—delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Flood Control District (Board of Directors) of Gila County, Arizona, does ordain as follows:

1.2 FINDINGS OF FACT

A. The flood hazard areas of Gila County are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affects the public health, safety, and general welfare.

B. These flood losses may be caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities and, when inadequately anchored, may cause damage in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage may also contribute to the flood loss.

1.3 STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

- A. To protect human life and health.
- B. To minimize expenditure of public money for costly flood control projects.
- C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.
- D. To minimize prolonged business interruptions.
- E. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard.

- F. To help maintain a stable tax base by providing for the second use and development of areas of special flood hazard so as to minimize future flood blight areas.
- G. To insure that potential buyers are notified that property is in an area of special flood hazard.
- H. To insure that those who occupy the areas of special flood hazard assume responsibility for their actions.
- I. To maintain eligibility for State disaster relief.

1.4 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

- A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers which help accommodate or channel flood waters;
- D. Controlling filling, grading, dredging, and other development which may increase flood damage; and
- E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

SECTION 2.0 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

“Accessory Structure,” for purposes of the wet-floodproofing provisions of this ordinance (Section 5.2.C.4, et. al.), means a structure which is limited to an “accessory use,” detached from the primary structure, used solely for parking or limited storage, and is less than or equal to 600 square feet of enclosed area, and which does not meet the definition of "small enclosure".

“Accessory Use” means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.

"Administrative Special Flood Hazard Area," also known as "Administrative Floodplain" means an area officially designated as a special flood hazard area by the Board of Directors of the Gila County Flood Control District, or by this Ordinance, for areas not designated as a Special Flood Hazard Area on an effective Flood Insurance Rate Map or a Letter of Map Change issued by the Federal Emergency Management Agency. An "Administrative Special Flood Hazard Area" is to be regulated as a "Special Flood Hazard Area" pursuant to Section 3.2 of this Ordinance. Designation of administrative floodplains and revisions to such designations shall be made per section 7.0 of this Ordinance and all subsections thereof.

"Administrative Floodway" means an area officially designated as a floodway by the Board of Directors of the Gila County Flood Control District, or by this Ordinance, for areas not designated as a floodway on an effective Flood Insurance Rate Map or a Letter of Map Change issued by the Federal Emergency Management Agency. An "Administrative Floodway" is to be regulated as a "Regulatory Floodway" pursuant to Section 5.8 of this Ordinance. Designation of administrative floodways and revisions to such designations shall be made per section 7.0 of this Ordinance and all subsections thereof.

“Alluvial fan flooding” means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and, unpredictable flow paths.

“Apex” means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

"All-weather access" means the construction of roads and stream crossings in such a way that no more than one foot of water shall pass across them for brief intervals during a flood of 100-year frequency with the peak flow velocity not exceeding eight feet per second at any location. The 25-year event shall be conveyed underneath the crossing.

"Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

"Area of jurisdiction" means the incorporated and unincorporated areas of the county, including public lands, excluding those incorporated areas of cities or towns which have elected to assume floodplain management powers and duties pursuant to A.R.S. §48-3610.

"Area of shallow flooding" means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard" means the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. These areas are designated as Zone A, AO, A1-30, AE, A99, AH or E on the FIRM, and "administrative floodplains."

"Backfill" means the placement of fill material within a specified depression, hole or excavation pit below the surrounding adjacent ground level as a means of improving flood water conveyance or to restore the land to the natural contours existing prior to excavation.

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides. This includes areas having earthen floors (such as spaces designed for utility access or storage).

"Base flood " means the flood having a one percent chance of being equaled or exceeded in any given year.

"Base flood elevation" means the elevation of the water surface of the base flood. The base flood elevation may be expressed in terms of elevation above a specified datum or as a flow depth.

"Breakaway walls" means any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic, or any other suitable building material, which are not part of the structural support of the building and which are so designed as to break away during the base flood without damage to the structural integrity of the building on which they are used or any structures to which they might be carried by flood waters.

"Building" means any structure having a roof supported by columns or walls.

"Community" means any state or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, or authorized native organization which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

"Critical Facility" means a public or private facility which provides critical services to emergency response and/or recovery efforts in the event of flooding. Critical facilities include, but are not limited to fire stations, police stations, hospitals, emergency operations centers, as well as facilities for parking, maintenance and fueling of vehicles and equipment used in flood response and recovery efforts.

"Critical Feature" means an integral and readily identifiable part of a flood protection system without which the flood protection provided by the entire system would be compromised.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, and storage of materials and equipment located within the area of special flood hazard.

"Dwelling unit" means a building containing one or more rooms, designed, occupied, or intended for occupancy as separate living quarters with cooking, sleeping, and sanitary facilities provided within the dwelling unit for the exclusive use of a single household.

"Encroachment" means the advance or infringement of any use into the floodplain or floodway that will impede the flow capacity of the channel, cause any increase in the regulatory floodway elevation during the occurrence of the one hundred (100) year flood and/or divert, retard, or obstruct the flow of floodwaters.

"Erosion" means the process of the gradual wearing away of land masses. This peril is not per se covered under the National Flood Insurance Program. (See Flood-related erosion).

"Erosion Setback, or Flood-Related Erosion Setback" means a setback for structures which are eligible for federal flood insurance, from a point along a watercourse, usually the top of the nearest bank, for purposes of preventing damages from flood-related erosion.

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed before the effective date of the floodplain management regulations adopted by the community.

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Financial Assistance" means any form of loan, grant, guaranty, insurance, payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance, other than general or special revenue sharing or formula grants made to States.

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land area from:

- (1) The overflow of flood waters and/or
- (2) The unusual and rapid accumulation of runoff of surface waters from any source,--and/or
- (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in this definition.

"Flood Boundary Floodway Map" means the official map on which the Federal Insurance Administration has delineated both the areas of flood hazard and the floodway.

"Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

"Flood Insurance Rate Zone" means a specific zone for flood insurance rating purposes as noted on the Flood Insurance Rate Map.

"Flood Insurance Study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the FIRM, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

"Floodplain" or "flood-prone area" means any land area susceptible to being inundated by water from any source "C see "flooding".

"Floodplain Administrator" means the position appointed and authorized by the Floodplain Board to administer and enforce the floodplain management regulations. This position shall be the Chief Engineer of the Gila County Flood Control District.

"Floodplain Board" means the Board of Directors of the Flood Control District of Gila County at such times as they are engaged in the enforcement of this ordinance.

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Floodplain Management Regulations" means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading/drainage and erosion control) and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.

"Floodproofing" means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents. The design of such improvements must be certified by a Professional Engineer registered in the State of Arizona, and practicing within the field in which he is licensed. Within the "floodway," floodproofing shall, in addition to the above, mean the design and construction of improvements in such a manner as to prevent "encroachment", as defined herein.

“Flood-related erosion” means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

“Flood-related erosion area management” means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including, but not limited to, emergency preparedness plans, flood-related erosion control works, and floodplain management regulations.

“Flood-resistant materials” means construction materials and techniques designed so that no permanent damage is sustained as a result of exposure to floodwater for the duration of the base flood. Where flood-resistant materials are required, they must be accepted by the Federal Emergency Management Agency (per published standards).

“Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway" when shown on a Flood Insurance Rate Map. An “administrative floodway” shall be regulated using the same criteria as for a “regulatory floodway.”

“Floodway Fringe” means the portion of the regulatory floodplain beyond the limits of the floodway.

“Fraud and victimization” as related to Section 6.3 of this ordinance, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the Board of Directors of the Gila County Flood Control District will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

“Freeboard” means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Governing body" is the local governing unit, i.e., the Gila County Flood Control District, that is empowered to adopt and implement regulation to provide for the public health, safety and general welfare of its citizenry.

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

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic Structure" means any structure that is: (1). Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; or (2). Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or (3). Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

By an approved state program as determined by the Secretary of the Interior; or, Directly by the Secretary of the Interior if the state does not have an approved program.

"Improvements" means any man-made, immovable item which becomes part of, is placed upon, or is affixed to, real estate.

"Large Parking Building" for purposes of the wet-floodproofing provisions of this ordinance (Section 5.2.C.5), means a detached building designed for "accessory uses" which exceeds the 600 square foot size limit in the definition of "accessory structure," but which does not exceed 1400 square feet, and which is useable solely for vehicle parking and storage. Such a building must be constructed on a residential parcel to accompany a separate, primary residential structure. If constructed with the lowest floor below the regulatory flood elevation, this type of building is permitted only if it complies with all conditions noted in Section 5.2.C.5 (a through j) of this ordinance.

“Levee” means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

“Levee system” means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

“Lowest floor” means the lowest floor of the lowest enclosed area including basement (see Basement definition). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.”

“Manufactured home” means a structure that is transportable in one or more sections, built on a permanent chassis, and is designed to be used with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle”, except that any recreational vehicle placed on a site for a period exceeding 180 consecutive days shall be considered a manufactured home for the purposes of this Ordinance.

“Manufactured home park or manufactured home subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots or spaces for rent or sale.

“Market Value” shall be determined by estimating the cost to replace the structure in new condition and adjusting that cost figure by the amount of depreciation which has accrued since the structure was constructed. The cost of replacement of the structure shall be based on a square foot cost factor determined by reference to a building cost estimating guide recognized by the building construction industry. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the floodplain administrator, but shall not include economic or other forms of external obsolescence. Use of replacement costs or accrued depreciation factors different from those contained in recognized building cost estimating guides may be considered only if such factors are included in a report prepared by an independent professional appraiser and supported by a written explanation of the differences. For purposes of “substantial improvement” calculations, the most recent appraisal of market value which has been performed by the Gila County Assessors office may be used as an alternate method.

“Mean Sea Level” means, for purposes of the National Flood Insurance Program, the North American Vertical Datum of 1988 or other datum, to which base flood elevations shown on a community’s Flood Insurance Rate Map are referenced.

“Mudslide” (i.e., mudflow) describes a condition where there is a river, flow or inundation of liquid mud down a hillside usually as a result of a dual condition of loss of brush cover, and the subsequent accumulation of water on the ground, preceded by a period of unusually heavy or sustained rain. A mudslide (i.e., mudflow) may occur as a distinct phenomenon while a landslide is in progress, and will be recognized as such by the Administrator only if the mudflow, and not the landslide, is the proximate cause of damage that occurs.

“Mudslide (i.e., mudflow) area management” means the operation of an overall program of corrective and preventive measures for reducing mudslide (i.e., mudflow) damage, including, but not limited to, emergency preparedness plans, mudslide control works, and floodplain management regulations.

“Mudslide (i.e., mudflow) prone area” means an area with land surfaces and slopes of unconsolidated material where the history, geology and climate indicate a potential for mudflow.

“New construction” means, for purposes of determining flood insurance rates, structures for which the “start of construction” commenced on or after September 27, 1985, and includes any subsequent improvements to such structures. For floodplain management purposes, “new construction” means structures for which the “start of construction” commenced on or after September 27, 1985, and includes subsequent improvements to such structures.

“New manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 27, 1985.

“Obstruction” includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation, or other material in, along, across, or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

“One hundred year flood” means the flood having a one percent chance of being equaled or exceeded in any given year (see “Base flood”).

“Person” means any individual or his agent, firm, partnership, association, corporation, or agent of the aforementioned groups.

“Program” means the National Flood Insurance Program authorized by U.S.C. 4001-4128.

“Public safety” as related to Section 6.3 of this ordinance, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage of flood water.

“Reasonable Repair or Alteration” (a) Such activity to a building or structure that would serve to maintain it in a manner approximating its original condition. (b) A change or rearrangement of the interior construction of an enclosed or partially enclosed building which has not been damaged to an extent exceeding fifty percent (50%) of its market value. (c) A change or rearrangement in the exterior finish or openings in an existing building not altering its exterior dimensions, or (d) Any work necessary to bring a building or structure into compliance with applicable building or life safety codes, the cost of which does not exceed fifty percent (50%) of its market value before the repair or alteration. All repairs or alterations located within a regulatory floodway must comply with the requirements for new construction in floodways. (See also “Substantial Improvements”).

"Recreational vehicle" means a vehicle which is:

- (a) built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) designed to be self-propelled or permanently towable by a light duty truck; and
- (d) designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel or seasonal use.

For floodplain management purposes, a vehicle of the type commonly referred to as a "park model" is not considered to be a recreational vehicle. For the purposes of this Ordinance, any "recreational vehicle" placed on a site for a period exceeding 180 consecutive days shall be considered a "manufactured home".

"Recreational vehicle park" means a plot of ground upon which two or more spaces with the required utilities and improvements are located and maintained for occupancy by recreational vehicles as temporary living quarters for recreation and vacation purposes.

"Regulatory flood elevation" (RFE) means an elevation one (1) foot above the base flood elevation or the floodway elevation, whichever is higher, for a watercourse for which the base flood elevation, as provided on the Flood Insurance Rate Map or adopted by the Board of Directors of the Gila County Flood Control District. For all other watercourses, the RFE shall be one foot above the base flood elevation determined using the criteria in the "State Standards".

"Regulatory Floodplain" means an "Area of Special Flood Hazard" delineated on an effective "Flood Insurance Rate Map."

"Remedy a violation" means to bring the structure or other development into compliance with State or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing County, State or Federal financial exposure with regard to the structure or other development.

"Repetitive loss structure" means a structure, covered by a contract for flood insurance issued pursuant to the National Flood Insurance Act, that has incurred flood-related damage on two occasions during any 10-year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on average, equaled or exceeded 25% of the market value of the structure at the time of each such flood event.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Sheet flow area" "C see "Area of shallow flooding".

"Small Enclosure" means either 1) a building for "accessory use" with an enclosed area less than or equal to 200 square feet, for which a Gila County building permit is not required; or 2) an area less than or equal to 200 square feet, enclosed by walls or fences which do not allow the free passage of flood water, for which a Gila County building permit is not required.

“Special flood hazard area” means the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. These areas are designated as Zone A, AO, A1-30, AE, A99, AH or E on the FIRM.

“Start of construction” includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

“State Standard” means a document defining standards for floodplain management as adopted by the Arizona Director of Water Resources pursuant to ARS 48-3605(A).

“Structure” means a walled and roofed building, including a gas or liquid storage tank, whether installed on, above, or below the surface of land or water-, as well as a manufactured home.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the “market value” of the structure before the damage occurred. For purposes of “substantial damage” calculations, the most recent appraisal of “market value” which has been performed by the Gila County Assessor's Office for the structure shall be used unless better information is available or provided by the permit applicant. For “substantial damage” calculations, the calculation of cost to restore the structure to its before damage condition shall use the construction cost methodology described in the definition of “substantial improvement.”

“Substantial improvement” means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent (50%) of the “market value” of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either

- (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or
- (2) any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.

For purposes of “substantial improvement” calculations, the most recent appraisal of “market value” which has been performed by the Gila County Assessor's Office for the structure shall be used unless better information is available or provided by the permit applicant. The cost of reconstruction, rehabilitation, addition or other improvement of a structure, shall be based on the estimated cost of construction equations used by the Gila County Building Department as part of the permit fee calculation, unless better information is available or provided by the permit applicant. Costs of construction shall include the fair market value of all labor, whether the work is contracted, performed by the owner, or donated by others.

"Variance" means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

“Waste Disposal System” means any equipment, apparatus, or plumbing which provides a surface or subsurface method of disposing of or dispersing wastewater that has not been treated or processed by a wastewater treatment plant or facility or an on-site wastewater treatment facility that, at a minimum, achieves the performance specified in Arizona Administrative Code (A.A.C.) R18-9-E315(B)(1) and provides non-chlorine, Log 2 disinfection as specified in A.A.C. R18-9-E320 or water pollution control regulations in effect at the time of permitting and construction.

The term “waste disposal system” does not include the following, which are considered either beneficial water resources or non-discharging facilities:

- 1) Equipment, apparatus or plumbing for gray water, irrigation water or potable water;
- 2) Composting toilet-gray water systems as specified in A.A.C. R18-9-E303 as well as Incinerating toilet-gray water systems and gray water reuse systems, provided that the composting toilet leachate is not discharged on-site unless treated per item 3 below;
- 3) Treatment plants for individual lots for which the treatment process was designed by a Registered Professional Engineer to achieve the performance specified in A.A.C. R18-9-E315(B)(1) and provide non-chlorine, Log 2 disinfection as specified in A.A.C. R18-9-E320 (or meets the aquifer protection permit regulations current at the time of construction) and approved and permitted by Gila County.
- 4) Regional wastewater treatment facilities for which the treatment process was designed by a Registered Professional Engineer to meet applicable water quality standards, and operated under a permit from the Arizona Department of Environmental Quality.

Such allowable systems shall 1) be designed to eliminate infiltration of flood waters into the system and not discharge other than a final treated product into flood waters; 2) be located to avoid impairment to it or contamination from it during flooding; 3) comply with all floodway criteria contained in Section 5.8 of this Ordinance; and 4) comply with all water pollution control and aquifer protection regulations in effect at the time of permitting and construction.

“Water surface elevation” means the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of riverine areas.

“Watercourse” means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

“Watercourse master plan” means a hydraulic plan for a watercourse that examines the cumulative impacts of existing development and future encroachment in the floodplain and future development in the watershed on potential flood damages, and establishes technical criteria for subsequent development so as to minimize potential flood damages for all flood events up to and including the one hundred-year flood.

SECTION 3.0

GENERAL PROVISIONS

3.1 LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all areas of special flood hazard within the jurisdiction of Gila County, Arizona, except those incorporated cities and towns which have adopted a resolution in accordance with A.R.S. §48-3610.

3.2 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

Any flood-prone areas delineated by any of the following methods are regulated by this ordinance as areas of special flood hazard:

- A. The areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in a scientific and engineering report entitled "The Flood Insurance Study for Gila County, Arizona Unincorporated Areas" dated September 27, 1985, with accompanying Flood Insurance Rate Maps (FIRMs), and Flood Boundary and Floodway Maps (FBFMs), dated September 27, 1985, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This Flood Insurance Study (FIS) and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the Floodplain Board by the Floodplain Administrator, as described in Sections 3.2.B and 3.2.C. The FIS, FIRMs and FBFMs are on file at Gila County, 1400 East Ash, Globe, AZ 85501.
- B. "Administrative Floodplains" as defined in Section 7.2. The Board, within its area of jurisdiction may delineate for areas where development is ongoing or imminent, and thereafter as development becomes imminent, floodplains consistent with the criteria developed by the Federal Emergency Management Agency and the Director of Water Resources. Such information may include, but shall not be limited to, floodplain delineations presented in conjunction with subdivision plat submittal, special engineering studies, field calculations, and historic data.
- C. Floodplain delineations for development, as required by Section 5.5.G or Section 7.1 of this ordinance, and when accepted by the Floodplain Administrator. For development proposed in areas for which a detailed floodplain delineation has not yet been performed or adopted by the District, the developer shall provide a detailed floodplain and floodway delineation for the property on which development is proposed, prepared and sealed by a Professional Civil Engineer registered in the State of Arizona, in accordance with the criteria in Section 5.5.G of this ordinance. Floodplain and Floodway delineations shall be in accordance with one or more of the following criteria, as appropriate for the situation and approved by the Floodplain Administrator: State Standard 2-96, "Requirement for Floodplain Delineation in Riverine Environments", or latest revision, State Standard 9-02, "Floodplain Hydraulic Modeling," or latest revision, and other applicable state standards as adopted by the State of Arizona, and all applicable federal, state and county delineation standards.

3.3 COMPLIANCE

No structure, building, fill, excavation, development, or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations.

3.4 ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

3.5 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- A. considered as minimum requirements,
- B. liberally construed in favor of the governing body, and
- C. deemed neither to limit nor repeal any other powers granted under State statutes.

3.6 WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Gila County, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

3.7 STATUTORY EXEMPTIONS

A. In accordance with A.R.S. §48-3609, nothing in this ordinance shall affect:

1. Existing legal uses of property or the right to continuation of such legal use. However, if a nonconforming use of land, buildings, or structure is discontinued for twelve (12) months or destroyed to the extent of fifty percent (50%) of its value, as determined by a competent appraiser, any further use shall comply with all the provisions of this ordinance.

2. "Reasonable repair or alteration" (see definitions) of property to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and which do not change the purposes for which the building was legally used on December 22, 1986.
3. Reasonable repair of structures with the written authorization required by A.R.S. §48-3613.
4. Facilities constructed pursuant to a certificate of environmental compatibility issued pursuant to A.R.S. Title 40, Chapter 2, Article 6.2.

B. In accordance with A.R.S. §48-3613, written authorization shall not be required, nor shall the Floodplain Board prohibit:

1. The construction of bridges, culverts, dikes, and other structures necessary to the construction of public highways, public roads, and public streets intersecting or crossing a watercourse .
2. The construction of storage dams for watering livestock or wildlife, structures on banks of a creek, stream, river, wash, arroyo, or other watercourses to prevent erosion of or damage to adjoining land, if the structure will not divert, retard or obstruct the natural channel of the watercourse, or dams for the conservation of floodwaters as permitted by A.R.S. Title 45 Chapter 6.
3. Construction of tailing dams and waste disposal areas for use in connection with mining and metallurgical operations. This paragraph does not exempt those sand and gravel operations which will divert, retard, or obstruct the flow of waters in any watercourse from complying with and acquiring authorization from the Board pursuant to regulations adopted by the Board under this article.
4. Other construction if it is determined by the Board that written authorization is unnecessary.
5. Any flood control district, county, city, town or other political subdivision, from exercising powers granted to it under A.R.S. Title 48, Chapter 21, Article 1.
6. The construction of streams, waterways, lakes and other auxiliary facilities in conjunction with development of public parks and recreation facilities by a public agency or political subdivision.

7. The construction and erection of poles, towers, foundations, support structures, guy wires, and other facilities related to power transmission as constructed by any utility whether a public service corporation or a political subdivision.

C. These exemptions do not preclude any person from liability if that person's actions increase flood hazards to any other person or property.

D. Before any construction authorized by subsection B of this Section may begin, the responsible person must submit plans for the construction to the Floodplain Administrator for review and comment.

E. In addition to other penalties or remedies otherwise provided by law, this state, a political subdivision or a person who may be damaged as a result of the unauthorized diversion, retardation or obstruction of a watercourse has the right to commence, maintain and prosecute any appropriate action or pursue any remedy to enjoin, abate or otherwise prevent any person from violating or continuing to violate this section or regulations adopted pursuant to A.R.S. Title 48, Chapter 21, Article 1. If a person is found to be in violation of this section, the court shall require the violator to either comply with this section if authorized by the Board or remove the obstruction and restore the watercourse to its original state. The court may also award such monetary damages as are appropriate to the injured parties resulting from the violation including reasonable costs and attorney fees.

3.8 DECLARATION OF PUBLIC NUISANCE

Every new structure, building, fill, excavation, or development located or maintained within any area of special flood hazard after December 22, 1986 in violation of this ordinance is a public nuisance per se and may be abated, prevented or restrained by action of this political subdivision.

3.9 ABATEMENT OF VIOLATIONS

After discovery of a violation of this ordinance, the Floodplain Administrator may take one or more of the following actions:

- A. Take administrative action to abate the violation; or
- B. Order the owner of the property upon which the violation exists to provide whatever additional information may be required for their determination. Such information must be provided to the Floodplain Administrator within thirty (30) days of such order, and he may submit a report to the Floodplain Board within twenty (20) days with a request that the Board either order abatement of the violation or grant a variance. At the next regularly scheduled public meeting, the Floodplain Board shall either order the abatement of said violation or they shall grant a variance in accordance with the provisions of Section 6.0 herein; or

- C. At the direction of the Board, record a notice of violation for the property; or
- D. Proceed with a criminal referral to the County Attorney pursuant to Section 3.11; or
- E. Request, or pass on a request from the property owner on which the violation occurred, that the Board issue a variance to this ordinance in accordance with the provisions of Section 6.0-herein; or
- F. Submit to the Administrator of Federal Insurance Administration a declaration for denial of insurance, stating that the property is in violation of a cited state or local law, regulation or ordinance, pursuant to Section 1316 of the National Flood Insurance Act of 1968 as amended; or
- G. Pursue Civil Penalties pursuant to Section 3.10 upon the violator, and/or property owner as appropriate, for the violation of any section of this Ordinance, in accordance with a Penalty Schedule and Procedure per Section 3.10 of this ordinance.

3.10 CIVIL PENALTIES

A. Civil Penalties:

Any person, firm or corporation, whether as principal, owner, applicant, agent, tenant, employee or otherwise, who violates any provisions of this Ordinance shall be subject to a civil penalty. Each day of a continuing violation is a separate violation for the purpose of imposing a separate penalty. The civil penalty for violations of this Ordinance shall be pursuant to Gila County Ordinance No. 05-01, titled Gila County Hearing Officer Rules of Procedures, and subsequent revisions. An alleged violator shall be entitled to an administrative hearing on his liability, and review by the Board of Supervisors as provided in Ordinance No. 05-01.

B. Remedies:

All remedies provided for herein shall be cumulative and not exclusive. The conviction and punishment of any person hereunder shall not relieve such person from the responsibility to correct prohibited conditions or improvements nor prevent the enforcement, correction or removal thereof. In addition to the other remedies provided in this article, the Board of Supervisors, the County Attorney, the Inspector, or any adjacent or neighboring property owner who is damaged by the violation of any provision of this Ordinance, may institute, in addition to the other remedies provided by law, injunction, mandamus, abatement or any other appropriate action, proceeding or proceedings to prevent or abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use.

3.11 UNLAWFUL ACTS

A. It is unlawful for a person to engage in any development or to divert, retard, or obstruct the flow of waters in any watercourse regulated by this Ordinance if it creates a hazard to life or property without securing the written authorization of the Floodplain Board. Where the watercourse is in a delineated floodplain, it is unlawful to engage in any “development” affecting the flow of waters without securing written authorization of the Floodplain Board.

B. Any person violating the provisions of section 3.11, paragraph A, shall be guilty of a Class 1 Misdemeanor.

3.12 SEVERABILITY

This ordinance and the various parts thereof are hereby declared to be severable. Should any section of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any portion thereof other than the section so declared to be unconstitutional or invalid.

SECTION 4.0 ADMINISTRATION

4.1 ESTABLISHMENT OF FLOODPLAIN USE PERMIT

Except for those uses specifically exempted under Section 3.7 of this Ordinance, a Floodplain Use Permit shall be obtained before construction or development, including placement of mobile homes, begins within any area of special flood hazard established in Section 3.2, Section 7.1, or Section 7.2. Application for a Floodplain Use Permit shall be made on forms furnished by the Floodplain Administrator and may include, but not be limited to, plans drawn to scale showing the nature, location, dimensions, elevation of the area in question, existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- A. Proposed elevation, in relation to mean sea level of the lowest floor (including basement) of all structures, using the same vertical datum as the effective Flood Insurance Rate Map, whether or not the construction is a "substantial improvement"; except in Zone AO, elevation of existing highest adjacent natural grade and proposed elevation of lowest floor of all structures. (In Zone "A" or in administrative floodplains where base flood elevations have not been established, the proposed elevation above the flowline of all regulated watercourses potentially affecting the structure is required. If the lowest floor elevation is for a proposed "accessory use" area attached to a residential building, all floor elevations are required to be shown.)
- B. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed, using the same vertical datum as the effective Flood Insurance Rate Map.
- C. Certification by a registered professional engineer or architect that any floodproofing methods for any non-residential structure meet the floodproofing criteria in Section 5.2.C.2 when the intent is to provide 'dry floodproofing' (to keep floodwater out of the building).
- D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development, with engineering calculations showing the impact of the alteration or relocation, and scaled plans for any proposed watercourse modification.
- E. Engineering calculations showing that the proposed development will create no rise in the base flood elevation, for construction proposed within a regulatory floodway or administrative floodway.
- F. Building Plans: Including, but not limited to 1) Foundation Plan, 2) Elevation Views, 3) location and specifications for flood vents, when required, 4) location and extent of flood-resistant materials, when required.

G. Site plan, drawn to scale, showing all existing and proposed structures and fences on the parcel, watercourses on or adjacent to the parcel, flow paths through the parcel, and proposed and existing utility lines, with dimensions of the buildings and dimensions from the buildings to all property lines and drainage features.

H. Grading plan, if grading or placement of fill is proposed within the floodplain.

4.2 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Floodplain Administrator is authorized to administer, implement and enforce the provisions of this ordinance by granting or denying Floodplain Use Permits in accordance with its provisions. The Floodplain Administrator may delegate to others the duties and authority necessary to carry out these duties as outlined in Section 4.3. Unless the duties are delegated to individuals under the direct supervision of the Floodplain Administrator, the Floodplain Administrator shall specify, in writing, which individual(s) is(are) responsible for each specific delegated duty.

4.3 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but not be limited to:

A. Review all Floodplain Use Permit Applications to determine that:

1. The permit requirements of this ordinance have been satisfied.
2. The site is reasonably safe from flooding.
3. The proposed development does not adversely affect the flood carrying capacity of the area of special flood hazard where a floodway has not been designated. For purposes of this ordinance, "adversely affects" means that the cumulative effect of the proposed development when combined with all other post-FIRM existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point.
4. All other required state and federal permits have been obtained.

B. Advise in writing and provide a copy of any multiple lot development plan, to any city or town having assumed jurisdiction over its floodplains in accordance with A.R.S. §48-3610, of any application for a floodplain use permit or variance to develop land in a floodplain or floodway within one mile of the corporate limits of such city or town. The District shall also advise such city or town in writing and provide a copy of any development plan of any major development proposed within a floodplain or floodway which could affect floodplains, floodways, or watercourses within such city's or town's area of jurisdiction.

C. Use of other base flood data. When base flood elevation data has not been provided in accordance with Section 3.2, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data available from federal, state or other sources in order to administer Section 5.0. Any such information shall be consistent with the requirements of the Federal Emergency Management Agency and the Arizona Director of Water Resources and may be submitted to the Floodplain Board for adoption.

D. Obtain and maintain for public inspection and make available as needed for Flood Insurance Policies:

1. The elevation certification required in Section 5.2.C;
2. The floodproofing certification required in Section 5.2.C.2;
3. The flood vent certification required in sections 5.2.C.3, 5.2.C.4, and 5.2.C.5; and
4. The final pad elevation certification required in Section 5.5.B;

E. Whenever a watercourse is to be altered or relocated:

1. Notify adjacent communities and the Arizona Department of Water Resources prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration through appropriate means.
2. Require that the flood carrying capacity of the altered or relocated portion of said watercourse is maintained.
3. When the alteration or relocation of a watercourse causes a rise in the Base Flood Elevation, or inundation of areas not previously in the special flood hazard area, as soon as practicable, but not later than six months after the date such information becomes available, the Floodplain Administrator shall require those doing the watercourse alteration or relocation to notify the Federal Emergency Management Agency of the changes by submitting technical or scientific data in accordance with Volume 44 Code of Federal Regulations section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

F. Within 120 days after completion of construction of any flood control protective works which changes the rate of flow during the flood or the configuration of the floodplain upstream or downstream from or adjacent to the project, the person or agency responsible for installation of the project shall provide to the governing bodies of all jurisdictions affected by the project a new delineation of all floodplains affected by the project. The new delineation shall be done according to the criteria adopted by the Arizona Director of Water Resources.

- G. Make interpretations where needed as to the exact location of the boundaries of the areas of special flood hazards (for example, there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 6.0.
- H. Take actions on violations of this ordinance as required in Section 3.9 herein. The Floodplain Administrator shall not knowingly issue permits for structures built without first obtaining a floodplain use permit, where such a permit should have been issued.
- I. Complete and submit a Biennial Report to the Federal Emergency Management Agency.
- J. Ensure that “substantial improvement” or “substantial damage” calculations are done in accordance with the procedures described in the definitions of “market value,” “substantial damage,” and “substantial improvement” in section 2.0 of this Ordinance.

4.4 FLOODPLAIN CLEARANCE

An expedited process, the Floodplain Clearance, may be used in lieu of a floodplain Use Permit for development on parcels lying partially within the special flood hazard area for which the information submitted by the applicant (or the best information available to the Floodplain Administrator, if that option is chosen by the applicant), shows that the proposed new development or substantial improvement will be entirely on ground having an elevation above the regulatory flood elevation, located outside the boundaries of a special flood hazard area, and for which no excavation is proposed below the regulatory flood elevation. The Floodplain Clearance documents the type, location, and extent of the development and the regulatory flood elevation.

SECTION 5.0 PROVISIONS FOR FLOOD HAZARD REDUCTION

5.1 DESIGN STANDARDS

The "State Standards" as defined in this Ordinance, and subsequent revisions, shall serve as the basic design criteria, unless the Gila County Flood Control District Board of Directors adopts specific design criteria to supplement or supersede the State Standards. The Floodplain Administrator may, at his discretion, accept alternate standards if such standards are proven to provide an equal or greater degree of flood protection, or are based on better scientific information. The Floodplain Administrator may, at his discretion, waive certain provisions of the "State Standards", provided that an equal or greater degree of flood protection will still be provided.

5.2 STANDARDS OF CONSTRUCTION

In all areas of special flood hazard, the following standards are required:

A. Anchoring

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
2. All manufactured homes shall meet the anchoring standards of Section 5.6.B.
3. Fuel tanks shall be anchored to prevent flotation or lateral movement.

B. Construction Materials and Methods

1. All new construction and substantial improvements shall be constructed using materials and utility equipment resistant to flood damage.
2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
3. All new construction, substantial improvement and other proposed new development shall be constructed with electrical, heating, ventilating, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. Electrical and mechanical systems shall have all components located above the regulatory flood elevation. Electrical service should be located above the regulatory flood elevation. Electrical lines feeding the building may be either overhead, or from waterproof underground cables not exposed to direct contact with flood water.

4. Require within Zones AH or AO that adequate drainage paths around structures on slopes guide flood waters around and away from proposed or existing structures.

C. Elevation and Floodproofing

Elevation (general requirement). New construction and substantial improvement of any structure shall have the lowest floor, including basement, elevated to or above the regulatory flood elevation. Electrical and mechanical equipment, and appliances must also be elevated to or above the regulatory flood elevation. Upon the completion of the structure, the elevation of the lowest floor, including “basement,” shall be certified by a registered civil engineer or surveyor and provided on a FEMA Elevation Certificate form to the Floodplain Administrator. Notwithstanding the requirements of this subsection, the following special requirements and exceptions apply to certain types of new construction and substantial improvements and to certain flood hazard zones:

1. Elevation (Where No Base Flood Elevation is Specified).

- a. Elevation in AO Zone. New construction and substantial improvement of any structure in Zone AO (only) shall have the lowest floor, including “basement” higher than the highest adjacent grade and at least one foot higher than the depth number on the FIRM, or at least two feet if no depth number is specified. Nonresidential structures may meet the standards in Sections 5.2.C.2 through 5.2.C.5 as applicable. Upon completion of the structure, a registered surveyor or civil engineer shall certify that the elevation of the structure meets this standard and provide such certification to the Floodplain Administrator.
- b. Elevation in A Zone (no Base Flood Elevation Specified). New Construction and substantial improvement of any structure in Zone A (only) shall have the lowest floor, including “basement” elevated to or above the regulatory flood elevation, as calculated by a Registered Professional Engineer, registered in the State of Arizona, or as provided by Gila County based on Arizona Department of Water Resources State Standards. In Zone A (only) the Regulatory Flood Elevation may be allowed to be set at three (3) feet above the natural grade, in lieu of engineering calculations, if all of the following criteria are satisfied: 1) a Regulatory Flood Elevation based on better information is not available, 2) the structure lies outside of the active channel, 3) the structure does not lie within an administrative floodway or regulatory floodway, including those delineated per Section 5.8.C of this Ordinance, 4) the drainage area contributing to the watercourse whose floodplain affects the structure is less than 200 square miles, and 5) if approved by the Floodplain Administrator. Upon completion of the structure, a registered surveyor or civil engineer shall certify that the elevation of the structure meets this standard and provide such certification on a FEMA Elevation Certificate form, to the Floodplain Administrator.

2. Dry Floodproofing (Commercial or Industrial Structures). Commercial or industrial structures which do not include any residential uses shall either be elevated in conformance with Section 5.2.C.1 as applicable, or, together with attendant utility and sanitary facilities:

- a. Be floodproofed so that below the regulatory flood elevation, the structure is watertight with walls substantially impermeable to the passage of water;
 - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - c. Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator.
3. Wet Floodproofing (parking and storage areas attached to residential structures). New construction and substantial improvements of fully enclosed areas attached to residential structures, may be placed below the regulatory flood elevation provided that such areas are useable solely for parking of vehicles, building access, or storage in an area other than a “basement” and are designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exist of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
- a. A minimum of two openings, on different sides of each enclosed area, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;
 - b. The bottom of all openings shall be no higher than one foot above grade; and
 - c. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of flood waters.
 - d. The portion of the building below the regulatory flood elevation must be constructed entirely of flood-resistant materials, as approved by FEMA for buildings located in Special Flood Hazard Areas (See FEMA Technical Bulletin 2-08 et. seq.).
 - e. Electrical and mechanical equipment, and appliances, must also be elevated to or above the regulatory flood elevation.

- f. The lowest floor elevation, number of openings, dimensions, and locations, together with photographic documentation, shall be certified by a registered professional engineer or land surveyor on the FEMA Elevation Certificate form. Such certification shall be provided to the Floodplain Administrator.
-
- 4. Wet Floodproofing (detached "accessory structures"). Detached "accessory structures" (see definitions) may be permitted with the lowest floor below the regulatory flood elevation if constructed in accordance with the criteria in Section 5.2.C.3.
-
- 5. Wet Floodproofing ("large parking buildings," built on the same parcel as a residential building). "Large Parking Buildings" are detached buildings designed for "accessory uses" which exceed the 600 square feet size limit in the definition of "accessory structure," but which do not exceed 1400 square feet, and which are useable solely for parking and storage. These buildings may be permitted with the lowest floor below the regulatory flood elevation under the following conditions:
 - a. The enclosed building area shall be no larger than 1400 square feet.
 - b. A minimum of two openings, on different sides of each enclosed area, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;
 - c. The bottom of all openings shall be no higher than one foot above grade; and
 - d. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of flood waters.
 - e. The portion of the building below the regulatory flood elevation must be constructed entirely of flood-resistant materials, as approved by FEMA for buildings located in Special Flood Hazard Areas (See FEMA Technical Bulletin 2-93 et. seq.).
 - f. Electrical and mechanical systems shall have all components located above the regulatory flood elevation. Electrical service should be located above the regulatory flood elevation. electrical lines feeding the building may be either overhead, or from waterproof underground cables not exposed to direct contact with flood water.

- g. The floor shall not be more than 2.4 feet lower than the regulatory flood elevation.
 - h. The building shall not be located entirely or partially within a regulatory floodway or administrative floodway.
 - i. The lowest floor elevation, the elevation below which the building is constructed entirely of flood-resistant materials, number of openings, dimensions, and locations, together with photographic documentation, shall be certified by a registered professional engineer or land surveyor on the FEMA Elevation Certificate form. Such certification shall be provided to the Floodplain Administrator.
 - j. The enclosed area of the building below the regulatory flood elevation shall be used solely for parking of vehicles and limited storage, and will never be converted to other uses, including habitation, without first being made fully compliant with the Gila County Floodplain Management Ordinance in effect at the time of conversion and obtaining the required permits. A non-conversion agreement is required to be signed and recorded in the office of the Gila County Recorder by the applicant as a condition of the floodplain use permit for the "large parking building". Each non-conversion agreement shall contain the following language:

"WARNING: Applicants for flood plain use permits to build large parking buildings below the base flood level should be aware that constructing a structure below the base flood level will result in increased premium rates for flood insurance. These increased premiums can exceed \$25 for \$100 of insurance coverage. Additionally, construction below the base flood elevation increases risks to life and property. "
6. Small Sheds and Enclosed Areas. Structures meeting the definition of "small enclosure" (see definition) which are exempt from a Gila County Building Permit, are exempt from a Floodplain Use Permit if located within a floodway fringe, or if within a floodway and constructed per Section 5.8.D.
7. Manufactured Homes. Manufactured homes shall meet the above standards and also the standards in Section 5.6 of this ordinance. In addition to the requirements in this ordinance, manufactured homes must also meet any and all applicable standards of the Arizona Office of Manufactured Housing for placement of manufactured homes in floodplains.
8. Buildings detached from the primary residential building on a parcel, which are used primarily for parking and storage, but which contain any residential use areas (including but not limited to areas with shop equipment, workbenches, hobby areas, sleeping areas, food preparation/cooking areas, or sanitary facilities), shall be considered a residential building with attached parking and storage area, and shall be built according to the provisions of Section 5.2.C.3.

D. Critical Facilities. Construction of new “critical facilities” shall be, to the maximum extent possible, located outside the limits of the 500-year floodplain (0.2% probability of occurrence) or protected from damage or loss of access from a 500-year flood. Construction of new critical facilities shall be permissible within the 500-year floodplain if no feasible alternative site is available.

E. Local Drainage. All development regulated by this ordinance must additionally be in compliance with the Gila County Grading and Drainage Ordinance.

5.3 STANDARDS FOR STORAGE OF MATERIALS AND EQUIPMENT

A. The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.

B. Storage of other materials or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

5.4 STANDARDS FOR UTILITIES

A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from systems into flood waters.

B. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

C. “Waste disposal systems” shall not be installed wholly or partially in a regulatory floodway.

5.5 STANDARDS FOR SUBDIVISIONS

A. All subdivision proposals shall identify the limits of special flood hazard area, the elevation of the base flood, and the floodway.

B. All final subdivision plans will provide the regulatory flood elevation for all lots located within the regulatory floodplain and for all lots on watercourses having a contributing drainage area of 640 acres or more, and shall also provide a floodplain and floodway delineation for such watercourses. All lots located partially within the floodway shall have adequate building envelopes shown outside of the floodway. If the site is to be filled above the base flood, the final pad elevation shall be certified by a registered professional engineer or surveyor and provided to the Floodplain Administrator.

C. All proposed subdivisions shall be designed in a manner consistent with the need to minimize flood damage.

D. All new subdivisions shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

E. All new subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

F. All new subdivisions shall make provisions for “all-weather access” both within the subdivision boundary and along access routes.

G. Proposals for all new developments greater than 50 lots or 5 acres, whichever is the lesser, shall provide regulatory flood elevations and 100-year floodplain and floodway delineations for regulatory floodplains and watercourses having contributing drainage areas of 640 acres or more, whether or not the development falls under the jurisdiction of the Gila County Subdivision Regulations. This includes subdivisions, mobile home parks, and land divisions where any alteration of the land is proposed, including, but not limited to ~~as~~ new roadways, utility installation, drainage channel improvement, or drainage channel crossings. It is the developer’s responsibility to provide at his expense the base flood elevation, 100-year flood plain and floodway information. The Floodplain Administrator shall not accept such information unless the developer can verify that it has been developed according to currently accepted engineering standards.

5.6 STANDARDS FOR MANUFACTURED HOMES AND MANUFACTURED HOME PARKS AND SUBDIVISIONS

A. Placement of Manufactured Homes

A manufactured home may be located or replaced within the floodplain provided that the placement meets the applicable construction standards in Section 5.2 of this Ordinance, and the following provisions where applicable:

1. The manufactured home must be elevated so that the bottom of the structural frame or the lowest point of any attached appliances, whichever is lower, is at or above the regulatory flood elevation, or
2. In existing manufactured home parks with no substantial damage, the manufactured home must be supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade. The lowest point of all attached appliances and equipment must be no less than 36 inches above grade.
3. For replacement mobile/manufactured homes located within a floodplain on August 3, 1984:
If the mobile home to be replaced was not damaged by a flood to more than fifty per cent of its value before the flood, it may be replaced by another mobile/manufactured home if the replacement mobile/manufactured home is elevated so that the bottom of the structural frame or the lowest point of any attached appliances, whichever is lower, is at or above the regulatory flood elevation.

B. Anchoring

All manufactured homes and additions to manufactured homes shall be anchored to resist flotation, collapse, or lateral movement by one of the following methods:

1. By providing an engineered anchoring system designed to withstand minimum horizontal forces of twenty-five pounds per square foot and uplift forces of fifteen pounds per square foot.
2. By providing over-the-top or frame ties to ground anchors.
3. By using manufactured home wind anchoring methods allowed by the building code adopted by Gila County at the time of permitting, provided that the anchoring system is also designed to resist flotation, collapse, and lateral movement.

For both options 1 and 2 above,

(a) all components of the anchoring system be capable of carrying a force of 4,800 pounds.

(b) Unless manufacturer's or engineer's calculations are provided to show that the proposed tie-downs meet criteria (1) above, one of the following methods shall be used:

- (1) Over-the-top ties to be provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations, except that manufactured homes less than fifty (50) feet long require one additional tie per side;
- (2) Frame ties be provided at each corner of the home with five additional ties per side at intermediate points, except that manufactured homes less than fifty (50) feet long require only four additional ties per side.

C. Manufactured Home Parks and Manufactured Home Subdivisions

In addition to those standards set forth in the Gila County Zoning Ordinance, the following standards are required for (a) manufactured homes not placed in manufactured home parks or subdivisions, (b) new manufactured home parks or subdivisions, (c) expansions to existing manufactured home parks or subdivisions, and (d) repair, reconstruction, or improvements to existing manufactured home parks or subdivisions that equals or exceeds fifty (50) percent of the value of the streets, utilities, and pads before the repair, reconstruction, or improvement commenced.

1. Adequate surface drainage and access for a hauler shall be provided.
2. All manufactured homes shall be placed on pads or lots elevated on compacted fill or in pilings so that the bottom of the structural frame or the lowest point of any attached appliances, whichever is lower, is at or above the regulatory flood elevation.

If elevated on pilings:

- a. The lots shall be large enough to permit steps;
- b. The pilings shall be placed in stable soil no more than ten feet apart; and
- c. Reinforcement shall be provided for pilings more than six feet above the ground level.
- d. The pilings shall meet building code requirements in effect in Gila County at the time of permit issuance, as determined by the Gila County Building Official.

D. Any manufactured home placed within a floodway shall, in addition to the requirements of this section, meet all the requirements of Section 5.8.

5.7 STANDARDS FOR RECREATIONAL VEHICLES

A. All recreational vehicles placed on site will either:

1. Be on site for fewer than 180 consecutive days, and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions), or
2. Meet the requirements of Section 5 of this ordinance including, but not limited to the elevation and anchoring requirements for manufactured homes in Section 5.6, and the floodway requirements in Section 5.8.

B. The following additional requirements shall apply to a recreational vehicle park:

1. Occupants shall be given notice on a form acceptable to the Floodplain Administrator that their recreational vehicle is being placed within a flood hazard area.
2. No units are stored.

3. If a unit is to be left unoccupied for a period exceeding twenty-four hours, the park owner or his designated agent is notified.
4. The owner of the park is fully responsible for the removal of recreational vehicles from spaces within the floodplain in the event that an evacuation is ordered.
5. A site plan of the park and an emergency action plan must be submitted to and approved by the Gila County Department of Emergency Services, and the Floodplain Administrator. The site plan shall show those spaces designated for the exclusive occupancy of "recreational vehicles".
6. Recreational vehicle parks shall not be placed in areas subject to flash flooding.
7. An adequate flood warning system shall be established, if one does not already exist.

5.8 FLOODWAYS

Located within areas of special flood hazard established in Section 3.2 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- B. If Section 5.8 is satisfied, all new construction and substantial improvements shall also comply with all other applicable flood hazard reduction provisions of Section 5.
- C. If no floodway is identified, then a minimum setback of twenty (20) feet from the top of the nearest bank(s) of the watercourse will be established where encroachment will be prohibited, unless a lesser setback is justified using methodology from the "State Standards," or by detailed hydraulic modeling of the floodway performed by a Professional Engineer registered in the State of Arizona. The maximum allowable rise in the determination of the floodway shall be the lesser of 1) one foot; or 2) the maximum rise which would not impact existing structures eligible for federal flood insurance.

D. A small enclosure shall be considered to be in compliance with the floodway encroachment criteria if:

1. The sides of the enclosure are constructed of breakaway materials;
2. The sides of the enclosure are anchored to prevent flotation and to prevent parts from being carried downstream by floodwaters; and
3. The enclosed area does not exceed 200 square feet.

E. A structure shall be considered to be in compliance with the floodway encroachment criteria if the entire structure is shown to be within an ineffective flow area created by an existing grandfathered or legally permitted structure where the floodway encroachment issues have been adequately addressed.

F. A structure shall be considered to be in compliance with floodway encroachment criteria if it is shown that the 1) the structure is elevated in a manner that provides the minimum practical obstructions to flow below the regulatory flood elevation, 2) no fill is placed in the floodway, and 3) the loss of hydraulic conveyance due to the structure is mitigated.

5.9 FLOOD RELATED EROSION-PRONE AREA

A. The Floodplain Administrator shall require floodplain use permits for proposed construction and other development within all flood-related erosion-prone areas known to the community within areas of special flood hazard.

B. Permit applications shall be reviewed to determine whether the proposed site alterations and improvements will be reasonably safe from flood-related erosion and will not cause flood-related erosion hazards or otherwise aggravate the existing hazard.

Within Zone E on the Flood Insurance Rate Map, a setback is required for all new development from the lake, bay, riverfront or other body of water to create a safety buffer consisting of a natural vegetative or contour strip. This buffer shall be designated according to the flood-related erosion hazard rate, in relation to the anticipated “useful life” of structures, and depending upon the geologic, hydrologic, topographic and climatic characteristics of the land. The buffer may be used for suitable open space purposes, such as for agricultural, forestry, outdoor recreation and wildlife habitat areas, and for other activities using temporary and portable structures only.

C. Within flood hazard zones designated by codes beginning with the letter “A” on the Flood Insurance Rate Map, or within an administrative floodplain, the Floodplain Administrator may determine an erosion setback for a particular watercourse or parcel, based on State Standard 5-96 and subsequent revisions, geology, geomorphology, topography, history of erosion processes, visual observations of erosion, or other evidence of flood-related erosion or flood-related erosion potential. In no case shall the erosion setback be reduced to less than twenty (20) feet, unless adequately engineered, constructed and maintained erosion protection measures are in place or are to be installed as part of the development, or unless a lesser setback is justified by appropriate engineering analysis. If a proposed development is found to be in the path of flood-related erosion or would increase the erosion hazard, such improvements shall be relocated or adequate protective measures shall be taken to avoid aggravating the existing erosion hazard, and to protect the development. Structure-specific erosion control, such as construction on piers placed to below the scour depth (determined by a Registered Professional Engineer), and designed to totally support the structure if scour occurs below the structure, may be used as an alternative to watercourse bank erosion protection.

SECTION 6.0

VARIANCE PROCEDURE

6.1 NATURE OF VARIANCES

The variance criteria set forth in this section of the ordinance are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the Gila County Flood Control District to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below the regulatory flood elevation are so serious that variances from the flood elevation or from other requirements in the Gila County Floodplain Management Ordinance are rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore the variance guidelines provided in this Ordinance are detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

6.2 APPEAL BOARD

A. The Floodplain Board of Gila County shall hear and decide appeals and requests for variances from the requirements of this ordinance.

B. The Floodplain Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

C. Those aggrieved by the decision of the Floodplain Board, or any taxpayer, may appeal such decision to the Superior Court of Gila County.

D. In passing upon variance applications, the Floodplain Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and:

1. The danger that materials may be swept onto other lands to the injury of others;
2. The danger to life and property due to flooding or erosion damage;

3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. The importance of the services provided by the proposed facility to the community;
5. The necessity to the facility of a waterfront location, where applicable;
6. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
7. The compatibility of the proposed uses with existing and anticipated development;
8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. The safety of access to the property in times of flood for ordinary and emergency vehicles;
10. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site; and
11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
12. The potential legal liability of allowing development to occur in a manner that could pose a hazard to life or property.

E. Upon consideration of the factors of Section 6.2.D and the purposes of this ordinance, the Floodplain Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

F. Any applicant to whom a variance is granted shall be given written notice over the signature of the Chairman of the Floodplain Board that:

1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and;

2. Such construction below the base flood level increases risks to life and property.
3. Such notification shall be maintained with a record of all variance actions required in Paragraph 6.2.G of this ordinance. Such notice will also state that the land upon which the variance is granted shall be ineligible for exchange of land pursuant to any flood relocation and land exchange program. A copy of the notice shall be recorded by the floodplain Board in the office of the Gila County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

G. The Floodplain Administrator shall maintain the records of all variance actions, including justification for their issuance, and report any variances to the Federal Insurance Administration upon request.

6.3 CONDITIONS FOR VARIANCES

A. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the procedures of Sections 4 and 5 of this ordinance have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

B. Variances may be issued for the repair, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

C. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

D. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

E. Variances shall only be issued upon:

1. A showing of good and sufficient cause;
2. A determination that failure to grant the variance would result in exceptional "hardship" to the applicant;

3. A showing that the use cannot perform its intended purpose unless it is located- or carried out in close proximity to water. This includes only facilities defined in Section 2.0 of this ordinance in the definition of "Functionally Dependent Use."; and
4. A determination that the granting of a variance will not result in increased flood heights, additional threats to "public safety," extraordinary public expense, create nuisances, cause "fraud and victimization" of the public, or conflict with existing local laws or ordinances.

F. Variances cannot be granted to section 5.4.C of this ordinance.

SECTION 7.0
ADMINISTRATIVE SPECIAL FLOOD HAZARD AREAS Also Known As
(ADMINISTRATIVE FLOODPLAINS and ADMINISTRATIVE FLOODWAYS)

7.1 FLOOD LIMITS SHOWN ON SUBDIVISION PLATS

Any 100-year floodplain of a watercourse having a contributing drainage area of 640 acres or more, and containing base flood elevations, shown on a subdivision plat which has been approved by the Gila County Board of Supervisors after October 26, 2010 is hereby designated as an Administrative Special Flood Hazard Area and shall be regulated as a Special Flood Hazard Area pursuant to Section 3.2 of this Ordinance, for those watercourse reaches not covered by a Special Flood Hazard Area designation on an effective Flood Insurance Rate Map or Letter of Map Change issued by the Federal Emergency Management Agency. A map based on more detailed information than what was used in the floodplain delineation on the subdivision plat, when adopted by the Floodplain Board, shall supersede the floodplain delineation on the subdivision plat.

7.2 ADOPTION OF OTHER ADMINISTRATIVE FLOODPLAINS

Any floodplain delineation performed in accordance with methodologies in State Standard 2-96 et. Seq., other applicable State Standards, or county, state, or federal floodplain delineation standards, including special engineering studies, field calculations and historical data may be adopted by Board action as administrative floodplains, where such delineation is deemed beneficial to the goal of minimizing flood damage within Gila County. Floodplains delineated per section 5.5.G of this Ordinance shall become Administrative Floodplains when delineated according to criteria in Section 3.2 and accepted by the Floodplain Administrator.

7.3 AUTOMATIC SUPERSEDEENCE

Any Administrative Special Flood Hazard Area shall be automatically superseded by one of the following:

- A. A revision by the Federal Emergency Management Agency to the effective Flood Insurance Rate Map for the reach of the regulatory watercourse for which the revision is applicable. Such revision types include, but are not limited to Physical Map Revisions, Letters of Map Amendment or Letters of Map Revision, on the effective date of such revision; or
- B. The adoption by the Board of Directors of the Gila County Flood Control District of an Administrative Special Flood Hazard Area by the Board for the same reach of the watercourse based on a more detailed hydraulic study or other acceptable methodology as described in Section 3.2 of this Ordinance.

7.4 DETERMINATION OF REGULATORY FLOOD ELEVATIONS

- A. For Administrative Special Flood Hazard Areas without base flood elevations available, Regulatory Flood Elevations used to set lowest floor elevations for new development and substantial improvements shall be submitted by the applicant with an Application for a Floodplain Use Permit or Floodplain Clearance. The calculations and reports which are submitted to the Floodplain Administrator to establish the regulatory flood elevation must be sealed by a Professional Engineer registered in the State of Arizona, in accordance with Rule R4-30-304(D)(1) of the Arizona State Board of Technical Registration, et. seq. The acceptable methodology for the determination of the regulatory flood elevation shall include State Standard 2-96, "Requirement for Floodplain Delineation in Riverine Environments", or latest revision, all other applicable state standards as adopted by the State of Arizona, and all applicable federal, state and county delineation standards. Such information may also include, but shall not be limited to, floodplain delineations presented in conjunction with subdivision plat submittal, special engineering studies, field calculations, and historic data, if approved by the Floodplain Administrator. The Regulatory Flood Elevation may be allowed to be set at three (3) feet above the natural grade, in lieu of engineering calculations, if all of the following criteria are satisfied: 1) a Regulatory Flood Elevation based on better information is not available, 2) the structure lies outside of the active channel, 3) the structure does not lie within an administrative floodway or regulatory floodway, including those delineated per Section 5.8.C of this Ordinance, 4) the drainage area contributing to the watercourse whose floodplain affects the structure is less than 200 square miles, and 5) if approved by the Floodplain Administrator.
- B. The applicant may agree in writing to use the best information available to the Gila County Floodplain Administrator at the time the application is being processed, in lieu of submitting the required information described above.
- C. If the information available to the Floodplain Administrator is not acceptable to the applicant, the applicant may then sign a refusal to use the best available information and will be required to submit engineering calculations to determine the regulatory flood elevation, as described above, before a Floodplain Use Permit or Floodplain Clearance may be issued.

7.5 REQUIREMENT FOR PERMIT OR CLEARANCE

A Floodplain Use Permit pursuant to Section 4.1 or a Floodplain Clearance per Section 7.6.B of this Ordinance is required prior to development on parcels lying partially or entirely within the Administrative Special Flood Hazard Area.

7.6 CRITERIA FOR ISSUANCE OF FLOODPLAIN USE PERMIT OR FLOODPLAIN CLEARANCE

- A. A Floodplain Use Permit is required for development on parcels lying partially or entirely within Administrative Special Flood Hazard Areas if the information submitted by the applicant (or the best information available to the Floodplain Administrator, if that option is chosen by the applicant), shows that the proposed new development or substantial improvement will be on ground partially or entirely inundated by floodwaters below the base flood elevation, if excavation is proposed below the base flood elevation, or if elevation information is not yet available at the time of the application for a permit.
- B. An expedited process, the Floodplain Clearance, may be used in lieu of a Floodplain Use Permit for development on parcels lying partially within the special flood hazard area for which the information submitted by the applicant (or the best information available to the Floodplain Administrator, if that option is chosen by the applicant), shows that the proposed new development or substantial improvement will be entirely on ground having an elevation above the regulatory flood elevation, outside the boundaries of a special flood hazard area, and for which no excavation is proposed below the regulatory flood elevation. The Floodplain Clearance documents the type, location and extent of the development and the regulatory flood elevation.

7.7 ADMINISTRATIVE FLOODWAYS

Located within administrative areas of special flood hazard may be areas designated as administrative floodways. Since the administrative floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. All provisions of Section 5.8 applicable to regulatory floodways shall apply to administrative floodways.
- B. If Section 5.8 is satisfied, all new construction and substantial improvements in administrative floodways shall also comply with all applicable flood hazard reduction provisions of Section 5, using the same provisions as if in a regulatory floodway and regulatory floodplain.
- C. If no administrative floodway is identified, then a minimum setback of twenty (20) feet from the top of the nearest bank(s) of the watercourse will be established where encroachment will be prohibited, unless a lesser setback is justified using methodology from the "State Standards," or by detailed hydraulic modeling of the floodway performed by a Professional Engineer registered in the State of Arizona. The maximum allowable rise in the determination of the floodway shall be the lesser of 1) one foot; or 2) the maximum rise which would not impact existing structures eligible for federal flood insurance.

D. Floodways delineated per section 5.5.G of this Ordinance shall become Administrative Floodways when delineated according to criteria in Section 3.2 and accepted by the Floodplain Administrator.

E. The provisions of Section 5.4.C of this Ordinance do not apply in administrative floodways.

7.8 VARIANCES WITHIN ADMINISTRATIVE AREAS OF SPECIAL FLOOD HAZARD

The variance procedures within Administrative Areas of Special Flood Hazard are identical to those in any Area of Special Flood Hazard, as prescribed in Sections 6.1 through 6.3 of this Ordinance.

SECTION 8.0 AMENDMENTS

8.1 ORDINANCE MAY BE AMENDED, ETC

The provisions of this Ordinance may, from time to time, be amended, supplemented, changed, modified, or repealed at the initiation of the Gila County Floodplain Board by said Board following a public hearing at which parties in interest and other citizens have an opportunity to be heard.

8.2 HEARING BEFORE THE GILA COUNTY FLOODPLAIN BOARD AND PROVISIONS

A. Upon initiation of a hearing to amend, the Floodplain Board shall set a date, time and place and cause notice of same to be published in a newspaper of general circulation in the County at least thirty (30) days prior to the date of said hearing.

B. Full text of any proposed amendments to the Ordinance shall be available for inspection by the public at the office of the Floodplain Administrator at least thirty (30) days prior to the amendment hearing.

INDEX

SECTION 1.0

| | |
|---|----------|
| STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES | 2 |
| 1.1 STATUTORY AUTHORIZATION | 2 |
| 1.2 FINDINGS OF FACT | 2 |
| 1.3 STATEMENT OF PURPOSE | 2 |
| 1.4 METHODS OF REDUCING FLOOD LOSSES | 3 |

SECTION 2.0

| | |
|--------------------------|----------|
| DEFINITIONS | 4 |
|--------------------------|----------|

SECTION 3.0

| | |
|--|-----------|
| GENERAL PROVISIONS | 16 |
| 3.1 LANDS TO WHICH THIS ORDINANCE APPLIES | 16 |
| 3.2 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD | 16 |
| 3.3 COMPLIANCE | 17 |
| 3.4 ABROGATION AND GREATER RESTRICTIONS | 17 |
| 3.5 INTERPRETATION | 17 |
| 3.6 WARNING AND DISCLAIMER OF LIABILITY | 17 |
| 3.7 STATUTORY EXEMPTIONS | 17 |
| 3.8 DECLARATION OF PUBLIC NUISANCE | 19 |
| 3.9 ABATEMENT OF VIOLATIONS | 19 |
| 3.10 CIVIL PENALTIES | 20 |
| 3.11 UNLAWFUL ACTS | 20 |
| 3.12 SEVERABILITY | 21 |

SECTION 4.0

| | |
|---|-----------|
| ADMINISTRATION | 22 |
| 4.1 ESTABLISHMENT OF FLOODPLAIN USE PERMIT | 22 |
| 4.2 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR | 23 |
| 4.3 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR | 23 |
| 4.4 FLOODPLAIN CLEARANCE | 25 |

SECTION 5.0

| | |
|--|-----------|
| PROVISIONS FOR FLOOD HAZARD REDUCTION | 26 |
| 5.1 DESIGN STANDARDS | 26 |
| 5.2 STANDARDS OF CONSTRUCTION | 26 |
| 5.3 STANDARDS FOR STORAGE OF MATERIALS AND EQUIPMENT | 31 |
| 5.4 STANDARDS FOR UTILITIES | 31 |
| 5.5 STANDARDS FOR SUBDIVISIONS | 31 |
| 5.6 STANDARDS FOR MANUFACTURED HOMES AND MANUFACTURED HOME PARKS AND SUBDIVISIONS | 32 |
| 5.7 STANDARDS FOR RECREATIONAL VEHICLES | 34 |
| 5.8 FLOODWAYS | 35 |
| 5.9 FLOOD RELATED EROSION-PRONE AREA | 36 |

SECTION 6.0

| | |
|------------------------------------|-----------|
| VARIANCE PROCEDURE | 38 |
| 6.1 NATURE OF VARIANCES | 38 |
| 6.2 APPEAL BOARD | 38 |
| 6.3 CONDITIONS FOR VARIANCES | 40 |

SECTION 7.0

| | |
|--|-----------|
| ADMINISTRATIVE SPECIAL FLOOD HAZARD AREAS Also Known As (ADMINISTRATIVE FLOODPLAINS and ADMINISTRATIVE FLOODWAYS) | 42 |
| 7.1 FLOOD LIMITS SHOWN ON SUBDIVISION PLATS | 42 |
| 7.2 ADOPTION OF OTHER ADMINISTRATIVE FLOODPLAINS | 42 |
| 7.3 AUTOMATIC SUPERSEDENCE | 42 |
| 7.4 DETERMINATION OF REGULATORY FLOOD ELEVATIONS | 43 |
| 7.5 REQUIREMENT FOR PERMIT OR CLEARANCE | 43 |
| 7.6 CRITERIA FOR ISSUANCE OF FLOODPLAIN USE PERMIT OR FLOODPLAIN CLEARANCE | 44 |
| 7.7 ADMINISTRATIVE FLOODWAYS | 44 |
| 7.8 VARIANCES WITHIN ADMINISTRATIVE AREAS OF SPECIAL FLOOD HAZARD ... | 45 |

SECTION 8.0

| | |
|--|-----------|
| AMENDMENTS | 46 |
| 8.1 ORDINANCE MAY BE AMENDED, ETC | 46 |
| 8.2 HEARING BEFORE THE GILA COUNTY FLOODPLAIN BOARD AND PROVISIONS | 46 |

GILA COUNTY FLOODPLAIN MANAGEMENT ORDINANCE

December 22, 1986
Amended June 28, 1993
Amended November 4, 1997
Amended June 4, 2003
Amended April 15, 2008
Amended October 26, 2010
Amended April 7, 2015

Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501
(928) 425-3231

APPROVED AS TO FORM:

Bryan Chambers,
Chief Deputy County Attorney

Date

APPROVED BY:

Michael A. Pastor, Chairman
Gila County Flood Control District

Date

GILA COUNTY FLOODPLAIN MANAGEMENT ORDINANCE

SECTION 1.0

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES

1.1 STATUTORY AUTHORIZATION

The Legislature of the State of Arizona has in A.R.S. §48-3601 through §48-3627—delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Flood Control District (Board of Directors) of Gila County, Arizona, does ordain as follows:

1.2 FINDINGS OF FACT

A. The flood hazard areas of Gila County are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affects the public health, safety, and general welfare.

B. These flood losses may be caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities and, when inadequately anchored, may cause damage in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage may also contribute to the flood loss.

1.3 STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas -by provisions designed:

A. To protect human life and health.

B. To minimize expenditure of public money for costly flood control projects.

C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.

D. To minimize prolonged business interruptions.

E. To minimize damage to public facilities and utilities such as water and gas mains, electric,

telephone and sewer lines, streets and bridges located in areas of special flood hazard.

F. To help maintain a stable tax base by providing for the second use and development of areas of special flood hazard so as to minimize future flood blight areas.

G. To insure that potential buyers are notified that property is in an area of special flood hazard.

H. To insure that those who occupy the areas of special flood hazard assume responsibility for their actions.

I. To maintain eligibility for State disaster relief.

1.4 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers which help accommodate or channel flood waters;

D. Controlling filling, grading, dredging, and other development which may increase flood damage; and

E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

SECTION 2.0 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

“Accessory Structure,” for purposes of the wet-floodproofing provisions of this ordinance (Section 5.2.C.4, et. al.), means a structure which is limited to an “accessory use,” detached from the primary structure, used solely for parking or limited storage, and is less than or equal to 600 square feet of enclosed area, **and which does not meet the definition of "small enclosure"**.

“Accessory Use” means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.

"Administrative Special Flood Hazard Area," also known as "Administrative Floodplain" means an area officially designated as a special flood hazard area by the Board of Directors of the Gila County Flood Control District, or by this Ordinance, for areas not designated as a Special Flood Hazard Area on an effective Flood Insurance Rate Map or a Letter of Map Change issued by the Federal Emergency Management Agency. An "Administrative Special Flood Hazard Area" is to be regulated as a "Special Flood Hazard Area" pursuant to Section 3.2 of this Ordinance. Designation of administrative floodplains and revisions to such designations shall be made per section 7.0 of this Ordinance and all subsections thereof.

"Administrative Floodway" means an area officially designated as a floodway by the Board of Directors of the Gila County Flood Control District, or by this Ordinance, for areas not designated as a floodway on an effective Flood Insurance Rate Map or a Letter of Map Change issued by the Federal Emergency Management Agency. An "Administrative Floodway" is to be regulated as a "Regulatory Floodway" pursuant to Section 5.8 of this Ordinance. Designation of administrative floodways and revisions to such designations shall be made per section 7.0 of this Ordinance and all subsections thereof.

“Alluvial fan flooding” means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and, unpredictable flow paths.

“Apex” means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

"All-weather access" means the construction of roads and stream crossings in such a way that no more than one foot of water shall pass across them for brief intervals during a flood of 100-year frequency with the peak flow velocity not exceeding eight feet per second at any location. The 25-year event shall be conveyed underneath the crossing.

"Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

"Area of jurisdiction" means the incorporated and unincorporated areas of the county, including public

lands, excluding those incorporated areas of cities or towns which have elected to assume floodplain management powers and duties pursuant to A.R.S. §48-3610.

"Area of shallow flooding" means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard" means the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. These areas are designated as Zone A, AO, A1-30, AE, A99, AH or E on the FIRM, and "administrative floodplains."

"Backfill" means the placement of fill material within a specified depression, hole or excavation pit below the surrounding adjacent ground level as a means of improving flood water conveyance or to restore the land to the natural contours existing prior to excavation.

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides. This includes areas having earthen floors (such as spaces designed for utility access or storage).

"Base flood " means the flood having a one percent chance of being equaled or exceeded in any given year.

"Base flood elevation" means the elevation of the water surface of the base flood. The base flood elevation may be expressed in terms of elevation above a specified datum or as a flow depth.

"Breakaway walls" means any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic, or any other suitable building material, which are not part of the structural support of the building and which are so designed as to break away during the base flood without damage to the structural integrity of the building on which they are used or any structures to which they might be carried by flood waters.

"Building" means any structure having a roof supported by columns or walls.

"Community" means any state or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, or authorized native organization which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

"Critical Facility" means a public or private facility which provides critical services to emergency response and/or recovery efforts in the event of flooding. Critical facilities include, but are not limited to fire stations, police stations, hospitals, emergency operations centers, as well as facilities for parking, maintenance and fueling of vehicles and equipment used in flood response and recovery efforts.

"Critical Feature" means an integral and readily identifiable part of a flood protection system without which the flood protection provided by the entire system would be compromised.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, and storage of materials and equipment located within the area of special flood hazard.

"Dwelling unit" means a building containing one or more rooms, designed, occupied, or intended for occupancy as separate living quarters with cooking, sleeping, and sanitary facilities provided within the dwelling unit for the exclusive use of a single household.

"Encroachment" means the advance or infringement of any use into the floodplain or floodway that will impede the flow capacity of the channel, cause any increase in the regulatory floodway elevation during the occurrence of the one hundred (100) year flood and/or divert, retard, or obstruct the flow of floodwaters.

"Erosion" means the process of the gradual wearing away of land masses. This peril is not per se covered under the National Flood Insurance Program. (See Flood-related erosion).

"Erosion Setback, or Flood-Related Erosion Setback" means a setback for structures which are eligible for federal flood insurance, from a point along a watercourse, usually the top of the nearest bank, for purposes of preventing damages from flood-related erosion.

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed before the effective date of the floodplain management regulations adopted by the community.

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Financial Assistance" means any form of loan, grant, guaranty, insurance, payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance, other than general or special revenue sharing or formula grants made to States.

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land area from:

- (1) The overflow of flood waters and/or
- (2) The unusual and rapid accumulation of runoff of surface waters from any source,--and/or
- (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in this definition.

"Flood Boundary Floodway Map" means the official map on which the Federal Insurance Administration has delineated both the areas of flood hazard and the floodway.

"Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

"Flood Insurance Rate Zone" means a specific zone for flood insurance rating purposes as noted on the Flood Insurance Rate Map.

"Flood Insurance Study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the FIRM, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

"Floodplain" or "flood-prone area" means any land area susceptible to being inundated by water from any source "C see "flooding".

"Floodplain Administrator" means the position appointed and authorized by the Floodplain Board to administer and enforce the floodplain management regulations. This position shall be the Chief Engineer of the Gila County Flood Control District.

"Floodplain Board" means the Board of Directors of the Flood Control District of Gila County at such times as they are engaged in the enforcement of this ordinance.

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Floodplain Management Regulations" means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading/drainage and erosion control) and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.

"Floodproofing" means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents. The design of such improvements must be certified by a Professional Engineer registered in the State of Arizona, and practicing within the field in which he is licensed. Within the "floodway," floodproofing shall, in addition to the above, mean the design and construction of improvements in such a manner as to prevent "encroachment", as defined herein.

"Flood-related erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

"Flood-related erosion area management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including, but not limited to, emergency preparedness plans, flood-related erosion control works, and floodplain management regulations.

"Flood-resistant materials" means construction materials and techniques designed so that no permanent damage is sustained as a result of exposure to floodwater for the duration of the base flood.

Where flood-resistant materials are required, they must be accepted by the Federal Emergency Management Agency (per published standards).

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway" when shown on a Flood Insurance Rate Map. An "administrative floodway" shall be regulated using the same criteria as for a "regulatory floodway."

"Floodway Fringe" means the portion of the regulatory floodplain beyond the limits of the floodway.

"Fraud and victimization" as related to Section 6.3 of this ordinance, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the Board of Directors of the Gila County Flood Control District will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to onehundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

"Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Governing body" is the local governing unit, i.e., the Gila County Flood Control District, that is empowered to adopt and implement regulation to provide for the public health, safety and general welfare of its citizenry.

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

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic Structure" means any structure that is: (1). Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; or (2). Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or (3). Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

By an approved state program as determined by the Secretary of the Interior; or, Directly by the Secretary of the Interior if the state does not have an approved program.

"Improvements" means any man-made, immovable item which becomes part of, is placed upon, or is affixed to, real estate.

"Large Parking Building" for purposes of the wet-floodproofing provisions of this ordinance (Section 5.2.C.5), means a detached building designed for "accessory uses" which exceeds the 600 square feet size limit in the definition of "accessory structure," but which does not exceed 1400 square feet, and which is useable solely for vehicle parking and storage. Such a building must be constructed on a residential parcel to accompany a separate, primary residential structure. If constructed with the lowest floor below the regulatory flood elevation, this type of building is permitted only if it complies with all conditions noted in Section 5.2.C.5 (a through j) of this ordinance.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

"Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest floor" means the lowest floor of the lowest enclosed area including basement (see Basement definition). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance."

"Manufactured home" means a structure that is transportable in one or more sections, built on a permanent chassis, and is designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle", except that any recreational vehicle placed on a site for a period exceeding 180 consecutive days shall be considered a manufactured home for the purposes of this Ordinance.

"Manufactured home park or manufactured home subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots or spaces for rent or sale.

"Market Value" shall be determined by estimating the cost to replace the structure in new condition and adjusting that cost figure by the amount of depreciation which has accrued since the structure was constructed. The cost of replacement of the structure shall be based on a square foot cost factor

determined by reference to a building cost estimating guide recognized by the building construction industry. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the floodplain administrator, but shall not include economic or other forms of external obsolescence. Use of replacement costs or accrued depreciation factors different from those contained in recognized building cost estimating guides may be considered only if such factors are included in a report prepared by an independent professional appraiser and supported by a written explanation of the differences. For purposes of "substantial improvement" calculations, the most recent appraisal of market value which has been performed by the Gila County Assessors office may be used as an alternate method.

"Mean Sea Level" means, for purposes of the National Flood Insurance Program, the North American Vertical Datum of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

"Mudslide" (i.e., mudflow) describes a condition where there is a river, flow or inundation of liquid mud down a hillside usually as a result of a dual condition of loss of brush cover, and the subsequent accumulation of water on the ground, preceded by a period of unusually heavy or sustained rain. A mudslide (i.e., mudflow) may occur as a distinct phenomenon while a landslide is in progress, and will be recognized as such by the Administrator only if the mudflow, and not the landslide, is the proximate cause of damage that occurs.

"Mudslide (i.e., mudflow) area management" means the operation of an overall program of corrective and preventive measures for reducing mudslide (i.e., mudflow) damage, including, but not limited to, emergency preparedness plans, mudslide control works, and floodplain management regulations.

"Mudslide (i.e., mudflow) prone area" means an area with land surfaces and slopes of unconsolidated material where the history, geology and climate indicate a potential for mudflow.

"New construction" means, for purposes of determining flood insurance rates, structures for which the "start of construction" commenced on or after September 27, 1985, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after September 27, 1985, and includes subsequent improvements to such structures.

"New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 27, 1985.

"Obstruction" includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation, or other material in, along, across, or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

"One hundred year flood" means the flood having a one percent chance of being equaled or exceeded in any given year (see "Base flood").

"Person" means any individual or his agent, firm, partnership, association, corporation, or agent of the aforementioned groups.

"Program" means the National Flood Insurance Program authorized by U.S.C. 4001-4128.

"Public safety" as related to Section 6.3 of this ordinance, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage of flood water.

"Reasonable Repair or Alteration" (a) Such activity to a building or structure that would serve to maintain it in a manner approximating its original condition. (b) A change or rearrangement of the interior construction of an enclosed or partially enclosed building which has not been damaged to an extent exceeding fifty percent (50%) of its market value. (c) A change or rearrangement in the exterior finish or openings in an existing building not altering its exterior dimensions, or (d) Any work necessary to bring a building or structure into compliance with applicable building or life safety codes, the cost of which does not exceed fifty percent (50%) of its market value before the repair or alteration. All repairs or alterations located within a regulatory floodway must comply with the requirements for new construction in floodways. (See also "Substantial Improvements").

"Recreational vehicle" means a vehicle which is:

- (a) built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) designed to be self-propelled or permanently towable by a light duty truck; and
- (d) designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel or seasonal use.

For floodplain management purposes, a vehicle of the type commonly referred to as a "park model" is not considered to be a recreational vehicle. For the purposes of this Ordinance, any "recreational vehicle" placed on a site for a period exceeding 180 consecutive days shall be considered a "manufactured home".

"Recreational vehicle park" means a plot of ground upon which two or more spaces with the required utilities and improvements are located and maintained for occupancy by recreational vehicles as temporary living quarters for recreation and vacation purposes.

"Regulatory flood elevation" (RFE) means an elevation one (1) foot above the base flood elevation or the floodway elevation, whichever is higher, for a watercourse for which the base flood elevation, as provided on the Flood Insurance Rate Map or adopted by the Board of Directors of the Gila County Flood Control District. For all other watercourses, the RFE shall be one foot above the base flood elevation determined using the criteria in the "State Standards".

"Regulatory Floodplain" means an "Area of Special Flood Hazard" delineated on an effective "Flood Insurance Rate Map."

"Remedy a violation" means to bring the structure or other development into compliance with State or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing County, State or Federal financial exposure with regard to the structure or other development.

“Repetitive loss structure” means a structure, covered by a contract for flood insurance issued pursuant to the National Flood Insurance Act, that has incurred flood-related damage on two occasions during any 10-year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on average, equaled or exceeded 25% of the market value of the structure at the time of each such flood event.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

“Sheet flow area” “C see “Area of shallow flooding”.

“Small Enclosure” means either 1) a building for “accessory use” with an enclosed area less than or equal to 200 square feet, for which a Gila County building permit is not required; or 2) an area less than or equal to 200 square feet, enclosed by walls or fences which do not allow the free passage of flood water, for which a Gila County building permit is not required.

“Special flood hazard area” means the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. These areas are designated as Zone A, AO, A1-30, AE, A99, AH or E on the FIRM.

“Start of construction” includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

“State Standard” means a document defining standards for floodplain management as adopted by the Arizona Director of Water Resources pursuant to ARS 48-3605(A).

“Structure” means a walled and roofed building, including a gas or liquid storage tank, whether installed on, above, or below the surface of land or water-, as well as a manufactured home.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the “market value” of the structure before the damage occurred. For purposes of “substantial damage” calculations, the most recent appraisal of “market value” which has been performed by the Gila County Assessor's Office for the structure shall be used unless better information is available or provided by the permit applicant. For “substantial damage” calculations, the calculation of cost to restore the structure to its before damage condition shall use the construction cost methodology described in the definition of “substantial improvement.”

"Substantial improvement" means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent (50%) of the "market value" of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either

- (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or
- (2) any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

For purposes of "substantial improvement" calculations, the most recent appraisal of "market value" which has been performed by the Gila County Assessor's Office for the structure shall be used unless better information is available or provided by the permit applicant. The cost of reconstruction, rehabilitation, addition or other improvement of a structure, shall be based on the estimated cost of construction equations used by the Gila County Building Department as part of the permit fee calculation, unless better information is available or provided by the permit applicant. Costs of construction shall include the fair market value of all labor, whether the work is contracted, performed by the owner, or donated by others.

"Variance" means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

"Waste Disposal System" means any equipment, apparatus, or plumbing which provides a surface or subsurface method of disposing of or dispersing wastewater that has not been treated or processed by a wastewater treatment plant or facility or an on-site wastewater treatment facility that, at a minimum, achieves the performance specified in Arizona Administrative Code (A.A.C.) R18-9-E315(B)(1) and provides non-chlorine, Log 2 disinfection as specified in A.A.C. R18-9-E320 or water pollution control regulations in effect at the time of permitting and construction.

The term "waste disposal system" does not include the following, which are considered either beneficial water resources or non-discharging facilities:

- 1) Equipment, apparatus or plumbing for gray water, irrigation water or potable water;
- 2) Composting toilet-gray water systems as specified in A.A.C. R18-9-E303 as well as Incinerating toilet-gray water systems and gray water reuse systems, provided that the composting toilet leachate is not discharged on-site unless treated per item 3 below;
- 3) Treatment plants for individual lots for which the treatment process was designed by a Registered Professional Engineer to achieve the performance specified in A.A.C. R18-9-E315(B)(1) and provide non-chlorine, Log 2 disinfection as specified in A.A.C. R18-9-E320 (or meets the aquifer protection permit regulations current at the time of construction) and approved and permitted by Gila County.
- 4) Regional wastewater treatment facilities for which the treatment process was designed by a Registered Professional Engineer to meet applicable water quality standards, and operated under a permit from the Arizona Department of Environmental Quality.

Such allowable systems shall 1) be designed to eliminate infiltration of flood waters into the system

and not discharge other than a final treated product into flood waters; 2) be located to avoid impairment to it or contamination from it during flooding; 3) comply with all floodway criteria contained in Section 5.8 of this Ordinance; and 4) comply with all water pollution control and aquifer protection regulations in effect at the time of permitting and construction.

“Water surface elevation” means the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of riverine areas.

“Watercourse” means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

“Watercourse master plan” means a hydraulic plan for a watercourse that examines the cumulative impacts of existing development and future encroachment in the floodplain and future development in the watershed on potential flood damages, and establishes technical criteria for subsequent development so as to minimize potential flood damages for all flood events up to and including the one hundred-year flood.

SECTION 3.0 GENERAL PROVISIONS

3.1 LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all areas of special flood hazard within the jurisdiction of Gila County, Arizona, except those incorporated cities and towns which have adopted a resolution in accordance with A.R.S. §48-3610.

3.2 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

Any flood-prone areas delineated by any of the following methods are regulated by this ordinance as areas of special flood hazard:

- A. The areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in a scientific and engineering report entitled "The Flood Insurance Study for Gila County, Arizona Unincorporated Areas" dated September 27, 1985, with accompanying Flood Insurance Rate Maps (FIRMs), and Flood Boundary and Floodway Maps (FBFMs), dated September 27, 1985, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This Flood Insurance Study (FIS) and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the Floodplain Board by the Floodplain Administrator, as described in Sections 3.2.B and 3.2.C. The FIS, FIRMs and FBFMs are on file at Gila County, 1400 East Ash, Globe, AZ 85501.
- B. "Administrative Floodplains" as defined in Section 7.2. The Board, within its area of jurisdiction may delineate for areas where development is ongoing or imminent, and thereafter as development becomes imminent, floodplains consistent with the criteria developed by the Federal Emergency Management Agency and the Director of Water Resources. Such information may include, but shall not be limited to, floodplain delineations presented in conjunction with subdivision plat submittal, special engineering studies, field calculations, and historic data.
- C. Floodplain delineations for development, as required by Section 5.5.G or Section 7.1 of this ordinance, and when accepted by the Floodplain Administrator. For development proposed in areas for which a detailed floodplain delineation has not yet been performed or adopted by the District, the developer shall provide a detailed floodplain and floodway delineation for the property on which development is proposed, prepared and sealed by a Professional Civil Engineer registered in the State of Arizona, in accordance with the criteria in Section 5.5.G of this ordinance. Floodplain and Floodway delineations shall be in accordance with one or more of the following criteria, as appropriate for the situation and approved by the Floodplain Administrator: ~~in~~ State Standard 2-96, "Requirement for Floodplain Delineation in Riverine Environments", or latest revision, State Standard 9-02, "Floodplain Hydraulic Modeling," or latest revision, and other applicable state standards as adopted by the State of Arizona, and all applicable federal, state and county delineation standards.

~~Such information may include, but shall not be limited to, floodplain delineations presented in conjunction with subdivision plat submittal, special engineering studies, field calculations, and historic data. The FIS, FIRMs and FBFMs are on file at Gila County, 1400 East Ash, Globe, AZ 85501.~~

3.3 COMPLIANCE

No structure, building, fill, excavation, development, or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations.

3.4 ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

3.5 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- A. considered as minimum requirements,
- B. liberally construed in favor of the governing body, and
- C. deemed neither to limit nor repeal any other powers granted under State statutes.

3.6 WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Gila County, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

3.7 STATUTORY EXEMPTIONS

- A. In accordance with A.R.S. §48-3609, nothing in this ordinance shall affect:

1. Existing legal uses of property or the right to continuation of such legal use. However, if a nonconforming use of land, buildings, or structure is discontinued for twelve (12) months or destroyed to the extent of fifty percent (50%) of its value, as determined by a competent appraiser, any further use shall comply with all the provisions of this ordinance.
2. "Reasonable repair or alteration" (see definitions) of property to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and which do not change the purposes for which the building was legally used on December 22, 1986.
3. Reasonable repair of structures with the written authorization required by A.R.S. §48-3613.
4. Facilities constructed pursuant to a certificate of environmental compatibility issued pursuant to A.R.S. Title 40, Chapter 2, Article 6.2.

B. In accordance with A.R.S. §48-3613, written authorization shall not be required, nor shall the Floodplain Board prohibit:

1. The construction of bridges, culverts, dikes, and other structures necessary to the construction of public highways, public roads, and public streets intersecting or crossing a watercourse .
2. The construction of storage dams for watering livestock or wildlife, structures on banks of a creek, stream, river, wash, arroyo, or other watercourses to prevent erosion of or damage to adjoining land, if the structure will not divert, retard or obstruct the natural channel of the watercourse, or dams for the conservation of floodwaters as permitted by A.R.S. Title 45 Chapter 6.
3. Construction of tailing dams and waste disposal areas for use in connection with mining and metallurgical operations. This paragraph does not exempt those sand and gravel operations which will divert, retard, or obstruct the flow of waters in any watercourse from complying with and acquiring authorization from the Board pursuant to regulations adopted by the Board under this article.
4. Other construction if it is determined by the Board that written authorization is unnecessary.
5. Any flood control district, county, city, town or other political subdivision, from exercising powers granted to it under A.R.S. Title 48, Chapter 21, Article 1.
6. The construction of streams, waterways, lakes and other auxiliary facilities in conjunction with development of public parks and recreation facilities by a public agency or political subdivision.

7. The construction and erection of poles, towers, foundations, support structures, guy wires, and other facilities related to power transmission as constructed by any utility whether a public service corporation or a political subdivision.

C. These exemptions do not preclude any person from liability if that person's actions increase flood hazards to any other person or property.

D. Before any construction authorized by subsection B of this Section may begin, the responsible person must submit plans for the construction to the Floodplain Administrator for review and comment.

E. In addition to other penalties or remedies otherwise provided by law, this state, a political subdivision or a person who may be damaged as a result of the unauthorized diversion, retardation or obstruction of a watercourse has the right to commence, maintain and prosecute any appropriate action or pursue any remedy to enjoin, abate or otherwise prevent any person from violating or continuing to violate this section or regulations adopted pursuant to ~~this article~~ **A.R.S. Title 48, Chapter 21, Article 1**. If a person is found to be in violation of this section, the court shall require the violator to either comply with this section if authorized by the Board or remove the obstruction and restore the watercourse to its original state. The court may also award such monetary damages as are appropriate to the injured parties resulting from the violation including reasonable costs and attorney fees.

3.8 DECLARATION OF PUBLIC NUISANCE

Every new structure, building, fill, excavation, or development located or maintained within any area of special flood hazard after December 22, 1986 in violation of this ordinance is a public nuisance per se and may be abated, prevented or restrained by action of this political subdivision.

3.9 ABATEMENT OF VIOLATIONS

After discovery of a violation of this ordinance, the Floodplain Administrator may take one or more of the following actions:

- A. Take administrative action to abate the violation; or
- B. Order the owner of the property upon which the violation exists to provide whatever additional information may be required for their determination. Such information must be provided to the Floodplain Administrator within thirty (30) days of such order, and he may submit a report to the Floodplain Board within twenty (20) days with a request that the Board either order abatement of the violation or grant a variance. At the next regularly scheduled public meeting, the Floodplain Board shall either order the abatement of said violation or they shall grant a variance in accordance with the provisions of Section 6.0 herein; or
- C. At the direction of the Board, record a notice of violation for the property; or

- D. Proceed with a criminal referral to the County Attorney pursuant to Section 3.10~~1~~; or
- E. Request, or pass on a request from the property owner on which the violation occurred, that the Board issue a variance to this ordinance in accordance with the provisions of Section 6.0-herein; or
- F. Submit to the Administrator of Federal Insurance Administration a declaration for denial of insurance, stating that the property is in violation of a cited state or local law, regulation or ordinance, pursuant to Section 1316 of the National Flood Insurance Act of 1968 as amended; or
- G. Pursue Civil Penalties pursuant to Section 3.10 upon the violator, and/or property owner as appropriate, for the violation of any section of this Ordinance, in accordance with a Penalty Schedule and Procedure per Section 3.10 of this ordinance.

3.10 CIVIL PENALTIES

A. Civil Penalties:

Any person, firm or corporation, whether as principal, owner, applicant, agent, tenant, employee or otherwise, who violates any provisions of this Ordinance shall be subject to a civil penalty. Each day of a continuing violation is a separate violation for the purpose of imposing a separate penalty. The civil penalty for violations of this Ordinance shall be pursuant to Gila County Ordinance No. 05-01, titled Gila County Hearing Officer Rules of Procedures, and subsequent revisions. An alleged violator shall be entitled to an administrative hearing on his liability, and review by the Board of Supervisors as provided in Ordinance No. 05-01.

B. Remedies:

All remedies provided for herein shall be cumulative and not exclusive. The conviction and punishment of any person hereunder shall not relieve such person from the responsibility to correct prohibited conditions or improvements nor prevent the enforcement, correction or removal thereof. In addition to the other remedies provided in this article, the Board of Supervisors, the County Attorney, the Inspector, or any adjacent or neighboring property owner who is damaged by the violation of any provision of this Ordinance, may institute, in addition to the other remedies provided by law, injunction, mandamus, abatement or any other appropriate action, proceeding or proceedings to prevent or abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use.

3.11 UNLAWFUL ACTS

A. It is unlawful for a person to engage in any development or to divert, retard, or obstruct the flow of waters in any watercourse regulated by this Ordinance if it creates a hazard to life or property without securing the written authorization of the Floodplain Board. Where the watercourse is in a delineated floodplain, it is unlawful to engage in any “development” affecting the flow of waters without securing written authorization of the Floodplain Board.

B. Any person violating the provisions of section 3.11, paragraph A, shall be guilty of a Class 1 Misdemeanor.

3.12 SEVERABILITY

This ordinance and the various parts thereof are hereby declared to be severable. Should any section of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any portion thereof other than the section so declared to be unconstitutional or invalid.

SECTION 4.0 ADMINISTRATION

4.1 ESTABLISHMENT OF FLOODPLAIN USE PERMIT

Except for those uses specifically exempted under Section 3.7 of this Ordinance, a Floodplain Use Permit shall be obtained before construction or development, including placement of mobile homes, begins within any area of special flood hazard established in Section 3.2, **Section 7.1, or Section 7.2.** Application for a Floodplain Use Permit shall be made on forms furnished by the Floodplain Administrator and may include, but not be limited to, plans drawn to scale showing the nature, location, dimensions, elevation of the area in question, existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

A. Proposed elevation, in relation to mean sea level of the lowest floor (including basement) of all structures, **using the same vertical datum as the effective Flood Insurance Rate Map, whether or not the construction is a "substantial improvement";** except in Zone AO, elevation of existing highest adjacent natural grade and proposed elevation of lowest floor of all structures. (In Zone "A" or in administrative floodplains where base flood elevations have not been established, the proposed elevation above the flowline of all regulated watercourses potentially affecting the structure is required. **If the lowest floor elevation is for a proposed "accessory use" area attached to a residential building, all floor elevations are required to be shown.**)

B. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed, **using the same vertical datum as the effective Flood Insurance Rate Map.**

C. Certification by a registered professional engineer or architect that **any**~~the~~ floodproofing methods for any non-residential structure meet the floodproofing criteria in Section 5.2.C.2 **when the intent is to provide 'dry floodproofing' (to keep floodwater out of the building).** ~~5.1.C.3; and,~~

D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development, **with engineering calculations showing the impact of the alteration or relocation, and scaled plans for any proposed watercourse modification.**

E. **Engineering calculations showing that the proposed development will create no rise in the base flood elevation, for construction proposed within a regulatory floodway or administrative floodway.**

F. **Building Plans: Including, but not limited to 1) Foundation Plan, 2) Elevation Views, 3) location and specifications for flood vents, when required, 4) location and extent of flood-resistant materials, when required.**

G. **Site plan, drawn to scale, showing all existing and proposed structures and fences on the parcel, watercourses on or adjacent to the parcel, flow paths through the parcel, and proposed and existing**

utility lines, with dimensions of the buildings and dimensions from the buildings to all property lines and drainage features.

H. Grading plan, if grading or placement of fill is proposed within the floodplain.

4.2 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Floodplain Administrator is authorized to administer, implement and enforce the provisions of this ordinance by granting or denying Floodplain Use Permits in accordance with its provisions. The Floodplain Administrator may delegate to others the duties and authority necessary to carry out these duties as outlined in Section 4.3. Unless the duties are delegated to individuals under the direct supervision of the Floodplain Administrator, the Floodplain Administrator shall specify, in writing, which individual(s) is(are) responsible for each specific delegated duty.

4.3 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but not be limited to:

A. Review all Floodplain Use Permit Applications to determine that:

1. The permit requirements of this ordinance have been satisfied.
2. The site is reasonably safe from flooding.
3. The proposed development does not adversely affect the flood carrying capacity of the area of special flood hazard where a floodway has not been designated. For purposes of this ordinance, "adversely affects" means that the cumulative effect of the proposed development when combined with all other post-FIRM existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point.
4. All other required state and federal permits have been obtained.

B. Advise in writing and provide a copy of any multiple lot development plan, to any city or town having assumed jurisdiction over its floodplains in accordance with A.R.S. §48-3610, of any application for a floodplain use permit or variance to develop land in a floodplain or floodway within one mile of the corporate limits of such city or town. The District shall also advise such city or town in writing and provide a copy of any development plan of any major development proposed within a floodplain or floodway which could affect floodplains, floodways, or watercourses within such city's or town's area of jurisdiction.

C. Use of other base flood data. When base flood elevation data has not been provided in accordance with Section 3.2, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data available from federal, state or other sources in order to administer Section 5.0.

Any such information shall be consistent with the requirements of the Federal Emergency Management Agency and the Arizona Director of Water Resources and ~~may~~^{shall} be submitted to the Floodplain Board for adoption.

D. Obtain and maintain for public inspection and make available as needed for Flood Insurance Policies:

1. The elevation certification required in Section 5.2.C.~~1~~;

~~2. The elevation certification required in Section 5.2.C.2;~~

~~2~~³. The floodproofing certification required in Section 5.2.C.~~2~~³;

~~3~~⁴. The flood vent certification required in sections ~~5.2.C.3~~, 5.2.C.4, and ~~5.2.C.5~~; and

~~4~~⁵. The ~~final pad~~ elevation certification required in Section 5.5.B;

E. Whenever a watercourse is to be altered or relocated:

1. Notify adjacent communities and the Arizona Department of Water Resources prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration through appropriate means.
2. Require that the flood carrying capacity of the altered or relocated portion of said watercourse is maintained.
3. When the alteration or relocation of a watercourse causes a rise in the Base Flood Elevation, or inundation of areas not previously in the special flood hazard area, as soon as practicable, but not later than six months after the date such information becomes available, the Floodplain Administrator shall require those doing the watercourse alteration or relocation to notify the Federal Emergency Management Agency of the changes by submitting technical or scientific data in accordance with Volume 44 Code of Federal Regulations section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

F. Within 120 days after completion of construction of any flood control protective works which changes the rate of flow during the flood or the configuration of the floodplain upstream or downstream from or adjacent to the project, the person or agency responsible for installation of the project shall provide to the governing bodies of all jurisdictions affected by the project a new

delineation of all floodplains affected by the project. The new delineation shall be done according to the criteria adopted by the Arizona Director of Water Resources.

- G. Make interpretations where needed as to the exact location of the boundaries of the areas of special flood hazards (for example, there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 6.0.
- H. Take actions on violations of this ordinance as required in Section 3.9 herein. The Floodplain Administrator shall not knowingly issue permits for structures built without first obtaining a floodplain use permit, where such a permit should have been issued.
- I. Complete and submit a Biennial Report to the Federal Emergency Management Agency.
- J. Ensure that “substantial improvement” or “substantial damage” calculations are done in accordance with the procedures described in the definitions of “market value,” “substantial damage,” and “substantial improvement” in section 2.0 of this Ordinance.

4.4 FLOODPLAIN CLEARANCE

An expedited process, the Floodplain Clearance, may be used in lieu of a floodplain Use Permit for development on parcels lying partially within the special flood hazard area for which the information submitted by the applicant (or the best information available to the Floodplain Administrator, if that option is chosen by the applicant), shows that the proposed new development or substantial improvement will be entirely on ground having an elevation above the regulatory flood elevation, located outside the boundaries of a special flood hazard area, and for which no excavation is proposed below the regulatory flood elevation. The Floodplain Clearance documents the type, location, and extent of the development and the regulatory flood elevation.

SECTION 5.0 PROVISIONS FOR FLOOD HAZARD REDUCTION

5.1 DESIGN STANDARDS

The “State Standards” as defined in this Ordinance, and subsequent revisions, shall serve as the basic design criteria, unless the Gila County Flood Control District Board of Directors adopts specific design criteria to supplement or supersede the State Standards. **The Floodplain Administrator may, at his discretion, accept alternate standards if such standards are proven to provide an equal or greater degree of flood protection, or are based on better scientific information. The Floodplain Administrator may, at his discretion, waive certain provisions of the "State Standards", provided that an equal or greater degree of flood protection will still be provided.**

5.2 STANDARDS OF CONSTRUCTION

In all areas of special flood hazard, the following standards are required:

A. Anchoring

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
2. All manufactured homes shall meet the anchoring standards of Section 5.6.B.
3. **Fuel tanks shall be anchored to prevent flotation or lateral movement.**

B. Construction Materials and Methods

1. All new construction and substantial improvements shall be constructed using materials and utility equipment resistant to flood damage.
2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
3. All new construction, substantial improvement and other proposed new development shall be constructed with electrical, heating, ventilating, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. **Electrical and mechanical systems shall have all components located above the regulatory flood elevation. Electrical service should be located above the regulatory flood elevation. Electrical lines feeding the building may be either overhead, or from waterproof underground cables not exposed to direct**

contact with flood water.

4. Require within Zones AH or AO that adequate drainage paths around structures on slopes guide flood waters around and away from proposed or existing structures.

C. Elevation and Floodproofing

Elevation (general requirement). New construction and substantial improvement of any structure shall have the lowest floor, including basement, elevated to or above the regulatory flood elevation. **Electrical and mechanical equipment, and appliances must also be elevated to or above the regulatory flood elevation.** Upon the completion of the structure, the elevation of the lowest floor, including “basement,” shall be certified by a registered civil engineer or surveyor and provided **on a FEMA Elevation Certificate form** to the Floodplain Administrator. Notwithstanding the requirements of this subsection, the following special requirements and exceptions apply to certain types of new construction and substantial improvements and to certain flood hazard zones:

1. Elevation (Where No Base Flood Elevation is Specified).
 - a. Elevation in AO Zone. New construction and substantial improvement of any structure in Zone AO (only) shall have the lowest floor, including “basement” higher than the highest adjacent grade and at least one foot higher than the depth number on the FIRM, or at least two feet if no depth number is specified. Nonresidential structures may meet the standards in ~~Section 5.2.C.3~~ **Sections 5.2.C.2 through 5.2.C.5 as applicable.** Upon completion of the structure, a registered surveyor or civil engineer shall certify that the elevation of the structure meets this standard and provide such certification to the Floodplain Administrator.
 - b. Elevation in A Zone (no Base Flood Elevation Specified). New Construction and substantial improvement of any structure in Zone A (only) shall have the lowest floor, including “basement” elevated to or above the regulatory flood elevation, as calculated by a Registered Professional Engineer, registered in the State of Arizona, or as provided by Gila County based on Arizona Department of Water Resources State Standards. In Zone A (only) the Regulatory Flood Elevation may be allowed to be set at three (3) feet above the natural grade, in lieu of engineering calculations, if all of the following criteria are satisfied: 1) a Regulatory Flood Elevation based on better information is not available, 2) the structure lies outside of the active channel, 3) the structure does not lie within an administrative floodway or regulatory floodway, including those delineated per Section 5.8.C of this Ordinance, 4) the drainage area contributing to the watercourse whose floodplain affects the structure is less than 200 square miles, and 5) if approved by the Floodplain Administrator. **Upon completion of the structure, a registered surveyor or civil engineer shall certify that the elevation of the structure meets this standard and provide such certification on a FEMA Elevation Certificate form, to the Floodplain Administrator.**
2. Dry Floodproofing (Commercial or Industrial Structures). Commercial or industrial structures which do not include any residential uses shall either be elevated in conformance with Section 5.2.C.1 ~~or 5.2.C.2~~ as applicable, or, together with attendant utility and sanitary facilities:

- a. Be floodproofed so that below the regulatory flood elevation, the structure is watertight with walls substantially impermeable to the passage of water;
 - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - c. Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator.
3. Wet Floodproofing (parking and storage areas attached to residential structures). New construction and substantial improvements of fully enclosed areas attached to residential structures, may be placed below the regulatory flood elevation ~~the lowest floor~~ provided that such areas are useable solely for parking of vehicles, building access, or storage in an area other than a “basement” and are designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exist of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
- a. A minimum of two openings, on different sides of each enclosed area, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;
 - b. The bottom of all openings shall be no higher than one foot above grade; and
 - c. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of flood waters.
 - ~~d. All construction is to be of “flood resistant materials” below the regulatory flood elevation.~~
 - d. The portion of the building below the regulatory flood elevation must be constructed entirely of flood-resistant materials, as approved by FEMA for buildings located in Special Flood Hazard Areas (See FEMA Technical Bulletin 2-08 et. seq.).
 - e. Electrical and mechanical equipment, and appliances, must also be elevated to or above the regulatory flood elevation.
 - f. The lowest floor elevation, number of openings, dimensions, and locations, together with photographic documentation, shall be certified by a registered professional engineer or land surveyor on the FEMA Elevation Certificate form. Such certification shall be provided to the Floodplain Administrator.

4. Wet Floodproofing (detached "accessory structures"). Detached "accessory structures" (see definitions) ~~which do not exceed 600 square feet of floor area~~ may be permitted with the lowest floor below the regulatory flood elevation if constructed in accordance with the criteria in Section ~~5.2.C.3~~5.2.C.4(a through e).
5. Wet Floodproofing ("large detached buildings for parking and storage, buildings," built on the same parcel as a residential building). ~~Detached buildings designed for "accessory uses" (see definitions) which exceed the 600 square foot size limit in the definition of "accessory structure," and which are used solely for parking and storage, may be permitted with the lowest floor below the regulatory flood elevation under the provisions of Section 5.2.C.4(a through e), only if a variance is obtained per Section 6.3.F. A variance may not be issued to waive the requirement that the mechanical and utility equipment be elevated or floodproofed to at or above the regulatory flood elevation.~~ "Large Parking Buildings" are detached buildings designed for "accessory uses" which exceed the 600 square foot size limit in the definition of "accessory structure," but which do not exceed 1400 square feet, and which are useable solely for parking and storage. These buildings may be permitted with the lowest floor below the regulatory flood elevation under the following conditions:
 - a. The enclosed building area shall be no larger than 1400 square feet.
 - b. A minimum of two openings, on different sides of each enclosed area, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;
 - c. The bottom of all openings shall be no higher than one foot above grade; and
 - d. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of flood waters.
 - e. The portion of the building below the regulatory flood elevation must be constructed entirely of flood-resistant materials, as approved by FEMA for buildings located in Special Flood Hazard Areas (See FEMA Technical Bulletin 2-93 et. seq.).
 - f. Electrical and mechanical systems shall have all components located above the regulatory flood elevation. Electrical service should be located above the regulatory flood elevation. electrical lines feeding the building may be either overhead, or from waterproof underground cables not exposed to direct contact with flood water.
 - g. The floor shall not be more than 2.4 feet lower than the regulatory flood elevation.
 - h. The building shall not be located entirely or partially within a regulatory floodway or

administrative floodway.

- i. The lowest floor elevation, the elevation below which the building is constructed entirely of flood-resistant materials, number of openings, dimensions, and locations, together with photographic documentation, shall be certified by a registered professional engineer or land surveyor on the FEMA Elevation Certificate form. Such certification shall be provided to the Floodplain Administrator.
- j. The enclosed area of the building below the regulatory flood elevation shall be used solely for parking of vehicles and limited storage, and will never be converted to other uses, including habitation, without first being made fully compliant with the Gila County Floodplain Management Ordinance in effect at the time of conversion and obtaining the required permits. A non-conversion agreement is required to be signed and recorded in the office of the Gila County Recorder by the applicant as a condition of the floodplain use permit for the "large parking building". Each non-conversion agreement shall contain the following language:

"WARNING: Applicants for flood plain use permits to build large parking buildings below the base flood level should be aware that constructing a structure below the base flood level will result in increased premium rates for flood insurance. These increased premiums can exceed \$25 for \$100 of insurance coverage. Additionally, construction below the base flood elevation increases risks to life and property. "

6. Small Sheds and Enclosed Areas. Structures meeting the definition of "small enclosure" (see definition) which are exempt from a Gila County Building Permit, are exempt from a Floodplain Use Permit if located within a floodway fringe, or if within a floodway and constructed per Section 5.8.D.
7. Manufactured Homes. Manufactured homes shall meet the above standards and also the standards in Section 5.6 of this ordinance. In addition to the requirements in this ordinance, manufactured homes must also meet any and all applicable standards of the Arizona Office of Manufactured Housing for placement of manufactured homes in floodplains.
8. Buildings detached from the primary residential building on a parcel, which are used primarily for parking and storage, but which contain any residential use areas (including but not limited to areas with shop equipment, workbenches, hobby areas, sleeping areas, food preparation/cooking areas, or sanitary facilities), shall be considered a residential building with attached parking and storage area, and shall be built according to the provisions of Section 5.2.C.3.

D. Critical Facilities. Construction of new "critical facilities" shall be, to the maximum extent possible, located outside the limits of the 500-year floodplain (0.2% probability of occurrence) or protected from damage or loss of access from a 500-year flood. Construction of new critical facilities shall be permissible within the 500-year floodplain if no feasible alternative site is available.

E. Local Drainage. All development regulated by this ordinance must additionally be in compliance with the Gila County Grading and Drainage Ordinance.

5.3 STANDARDS FOR STORAGE OF MATERIALS AND EQUIPMENT

A. The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.

B. Storage of other materials or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

5.4 STANDARDS FOR UTILITIES

A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from systems into flood waters.

B. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

C. "Waste disposal systems" shall not be installed wholly or partially in a regulatory floodway.

5.5 STANDARDS FOR SUBDIVISIONS

A. All subdivision proposals shall identify the limits of special flood hazard area, the elevation of the base flood, and the floodway.

B. All final subdivision plans will provide the regulatory flood elevation for all lots located within the regulatory floodplain and for all lots on watercourses having a contributing drainage area of 640 acres or more, and shall also provide a floodplain and floodway delineation for such watercourses. All lots located partially within the floodway shall have adequate building envelopes shown outside of the floodway. If the site is to be filled above the base flood, the final pad elevation shall be certified by a registered professional engineer or surveyor and provided to the Floodplain Administrator.

C. All proposed subdivisions shall be designed in a manner consistent with the need to minimize flood damage.

D. All new subdivisions shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

E. All new subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

F. All new subdivisions shall make provisions for “all-weather access” both within the subdivision boundary and along access routes.

G. Proposals for all new developments greater than 50 lots or 5 acres, whichever is the lesser, shall provide regulatory flood elevations and 100-year floodplain and floodway delineations for regulatory floodplains and watercourses having contributing drainage areas of 640 acres or more, whether or not the development falls under the jurisdiction of the Gila County Subdivision Regulations. This includes subdivisions, mobile home parks, and land divisions where any alteration of the land is proposed, including, but not limited to ~~as~~ new roadways, utility installation, drainage channel improvement, or drainage channel crossings. It is the developer’s responsibility to provide at his expense the base flood elevation, 100-year flood plain and floodway information. The Floodplain Administrator shall not accept such information unless the developer can verify that it has been developed according to currently accepted engineering standards.

5.6 STANDARDS FOR MANUFACTURED HOMES AND MANUFACTURED HOME PARKS AND SUBDIVISIONS

A. Placement of Manufactured Homes

A manufactured home may be located or replaced within the floodplain ~~either in a new or existing space, lot or parcel~~ provided that the ~~manufactured home is either:~~ placement meets the applicable construction standards in Section 5.2 of this Ordinance, and the following provisions where applicable:

1. ~~The manufactured home must be~~ elevated so that the bottom of the structural frame or the lowest point of any attached appliances, whichever is lower, is at or above the regulatory flood elevation, or
2. In existing manufactured home parks with no substantial damage, the manufactured home must be supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade. The lowest point of all attached appliances and equipment must be no less than 36 inches above grade.
3. For replacement mobile/manufactured homes located within a floodplain on August 3, 1984:
If the mobile home to be replaced was not damaged by a flood to more than fifty per cent of its value before the flood, it may be replaced by another mobile/manufactured home if the replacement mobile/manufactured home is elevated so that the bottom of the structural frame or the lowest point of any attached appliances, whichever is lower, is at or above the regulatory flood elevation.

B. Anchoring

All manufactured homes and additions to manufactured homes shall be anchored to resist flotation, collapse, or lateral movement by one of the following methods:

1. By providing an engineered anchoring system designed to withstand minimum horizontal forces of twenty-five pounds per square foot and uplift forces of fifteen pounds per square foot.
2. By providing over-the-top ~~orange~~ frame ties to ground anchors.
3. By using manufactured home wind anchoring methods allowed by the building code adopted by Gila County at the time of permitting, provided that the anchoring system is also designed to resist flotation, collapse, and lateral movement.

For both options 1 and 2 above,

- (a) all components of the anchoring system be capable of carrying a force of 4,800 pounds.
- (b) Unless manufacturer's or engineer's calculations are provided to show that the proposed tie-downs meet criteria (1) above, one of the following methods shall be used:
 - (1)a. Over-the-top ties to be provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations, except that manufactured homes less than fifty (50) feet long require one additional tie per side;
 - (2)b. Frame ties be provided at each corner of the home with five additional ties per side at intermediate points, except that manufactured homes less than fifty (50) feet long require only four additional ties per side.

C. Manufactured Home Parks and Manufactured Home Subdivisions

In addition to those standards set forth in the Gila County Zoning Ordinance, the following standards are required for (a) manufactured homes not placed in manufactured home parks or subdivisions, (b) new manufactured home parks or subdivisions, (c) expansions to existing manufactured home parks or subdivisions, and (d) repair, reconstruction, or improvements to existing manufactured home parks or subdivisions that equals or exceeds fifty (50) percent of the value of the streets, utilities, and pads before the repair, reconstruction, or improvement commenced.

1. Adequate surface drainage and access for a hauler shall be provided.
2. All manufactured homes shall be placed on pads or lots elevated on compacted fill or in pilings so that the bottom of the structural frame or the lowest point of any attached appliances, whichever is lower, is at or above the regulatory flood elevation.

If elevated on pilings:

- a. The lots shall be large enough to permit steps;
- b. The pilings shall be placed in stable soil no more than ten feet apart; and
- c. Reinforcement shall be provided for pilings more than six feet above the ground level.
- d. The pilings shall meet building code requirements in effect in Gila County at the time of permit issuance, as determined by the Gila County Building Official.

D. Any manufactured home placed within a floodway shall, in addition to the requirements of this section, meet all the requirements of Section 5.8.

5.7 STANDARDS FOR RECREATIONAL VEHICLES

A. All recreational vehicles placed on site will either:

1. Be on site for fewer than 180 consecutive days, and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions), or
2. Meet the requirements of Section 54 of this ordinance ~~and~~including, but not limited to the elevation and anchoring requirements for manufactured homes in Section 5.6, and the floodway requirements in Section 5.8.

B. The following additional requirements shall apply to a recreational vehicle park:

1. Occupants shall be given notice on a form acceptable to the Floodplain Administrator that their recreational vehicle is being placed within a flood hazard area.
2. No units are stored.

3. If a unit is to be left unoccupied for a period exceeding twenty-four hours, the park owner or his designated agent is notified.
4. The owner of the park is fully responsible for the removal of recreational vehicles from spaces within the floodplain in the event that an evacuation is ordered.
5. A site plan of the park and an emergency action plan must be submitted to and approved by the Gila County Department of Emergency Services, and the Floodplain Administrator. The site plan shall show those spaces designated for the exclusive occupancy of "recreational vehicles".
6. Recreational vehicle parks shall not be placed in areas subject to flash flooding.
7. An adequate flood warning system shall be established, if one does not already exist.

5.8 FLOODWAYS

Located within areas of special flood hazard established in Section 3.2 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- B. If Section 5.8 is satisfied, all new construction and substantial improvements shall also comply with all other applicable flood hazard reduction provisions of Section 5.
- C. If no floodway is identified, then a minimum setback of twenty (20) feet from the top of the nearest bank(s) of the watercourse will be established where encroachment will be prohibited, unless a lesser setback is justified using methodology from the "State Standards," or by detailed hydraulic modeling of the floodway performed by a Professional Engineer registered in the State of Arizona. The maximum allowable rise in the determination of the floodway shall be the lesser of 1) one foot; or 2) the maximum rise which would not impact existing structures eligible for federal flood insurance.
- D. A small enclosure shall be considered to be in compliance with the floodway encroachment criteria if:

1. The sides of the enclosure are constructed of breakaway materials;
2. The sides of the enclosure ~~are must-be~~ anchored to prevent flotation and to prevent parts from being carried downstream by floodwaters; and
3. The enclosed area does not exceed 200 square feet.

E. A structure shall be considered to be in compliance with the floodway encroachment criteria if the entire structure is shown to be within an ineffective flow area created by an existing grandfathered or legally permitted structure where the floodway encroachment issues have been adequately addressed.

F. A structure shall be considered to be in compliance with floodway encroachment criteria if it is shown that the 1) the structure is elevated in a manner that provides the minimum practical obstructions to flow below the regulatory flood elevation, 2) no fill is placed in the floodway, and 3) the loss of hydraulic conveyance due to the structure is mitigated.

5.9 FLOOD RELATED EROSION-PRONE AREA

A. The Floodplain Administrator shall require floodplain use permits for proposed construction and other development within all flood-related erosion-prone areas known to the community **within areas of special flood hazard**.

B. Permit applications shall be reviewed to determine whether the proposed site alterations and improvements will be reasonably safe from flood-related erosion and will not cause flood-related erosion hazards or otherwise aggravate the existing hazard.

Within Zone E on the Flood Insurance Rate Map, a setback is required for all new development from the lake, bay, riverfront or other body of water to create a safety buffer consisting of a natural vegetative or contour strip. This buffer shall be designated according to the flood-related erosion hazard rate, in relation to the anticipated “useful life” of structures, and depending upon the geologic, hydrologic, topographic and climatic characteristics of the land. The buffer may be used for suitable open space purposes, such as for agricultural, forestry, outdoor recreation and wildlife habitat areas, and for other activities using temporary and portable structures only.

C. Within flood hazard zones designated by codes beginning with the letter “A” on the Flood Insurance Rate Map, or within ~~or adjacent to~~ an administrative floodplain, the Floodplain Administrator may determine an erosion setback for a particular watercourse or parcel, based on State Standard 5-96 and subsequent revisions, geology, geomorphology, topography, history of erosion processes, visual observations of erosion, or other evidence of flood-related erosion or flood-related erosion potential. In no case shall the erosion setback be reduced to less than twenty (20) feet, unless adequately engineered, constructed and maintained erosion protection measures are in place or are to be installed as part of the development, or unless a lesser setback is justified by appropriate engineering analysis. If a proposed development is found to be in the path of flood-related erosion or would increase the erosion hazard, such improvements shall be relocated or adequate protective measures shall be taken to avoid aggravating the existing erosion hazard, and to protect the development. Structure-specific erosion control, such as construction on piers placed to below the scour depth (determined by a Registered

Professional Engineer), and designed to totally support the structure if scour occurs below the structure, may be used as an alternative to watercourse bank erosion protection.

SECTION 6.0 VARIANCE PROCEDURE

6.1 NATURE OF VARIANCES

The variance criteria set forth in this section of the ordinance are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the Gila County Flood Control District to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below the regulatory flood elevation are so serious that variances from the flood elevation or from other requirements in the Gila County Floodplain Management Ordinance are rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore the variance guidelines provided in this Ordinance are detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

6.2 APPEAL BOARD

A. The Floodplain Board of Gila County shall hear and decide appeals and requests for variances from the requirements of this ordinance.

B. The Floodplain Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

C. Those aggrieved by the decision of the Floodplain Board, or any taxpayer, may appeal such decision to the Superior Court of Gila County.

D. In passing upon variance applications, the Floodplain Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and:

1. The danger that materials may be swept onto other lands to the injury of others;
2. The danger to life and property due to flooding or erosion damage;

3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. The importance of the services provided by the proposed facility to the community;
5. The necessity to the facility of a waterfront location, where applicable;
6. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
7. The compatibility of the proposed uses with existing and anticipated development;
8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. The safety of access to the property in times of flood for ordinary and emergency vehicles;
10. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site; and
11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
12. The potential legal liability of allowing development to occur in a manner that could pose a hazard to life or property.

E. Upon consideration of the factors of Section 6.2.D and the purposes of this ordinance, the Floodplain Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

F. Any applicant to whom a variance is granted shall be given written notice over the signature of the Chairman of the Floodplain Board that:

1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and;

2. Such construction below the base flood level increases risks to life and property.

3. Such notification shall be maintained with a record of all variance actions required in Paragraph 6.2.G of this ordinance. Such notice will also state that the land upon which the variance is granted shall be ineligible for exchange of land pursuant to any flood relocation and land exchange program. A copy of the notice shall be recorded by the floodplain Board in the office of the Gila County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

G. The Floodplain Administrator shall maintain the records of all variance actions, including justification for their issuance, and report any variances to the Federal Insurance Administration upon request.

6.3 CONDITIONS FOR VARIANCES

A. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the procedures of Sections 4 and 5 of this ordinance have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

B. Variances may be issued for the repair, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

C. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

D. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

E. Variances shall only be issued upon:

1. A showing of good and sufficient cause;

2. A determination that failure to grant the variance would result in exceptional "hardship" to the applicant;

3. A showing that the use cannot perform its intended purpose unless it is located- or carried out in close proximity to water. This includes only facilities defined in Section 2.0 of this ordinance in the definition of "Functionally Dependent Use."; and
4. A determination that the granting of a variance will not result in increased flood heights, additional threats to "public safety," extraordinary public expense, create nuisances, cause "fraud and ~~"on or"~~ "victimization" of the public, or conflict with existing local laws or ordinances.

~~F. A variance to allow wet floodproofing of a structure detached from the main building, and larger than 600 square feet, may be granted, if the Floodplain Board verifies that 1) elevation of the structure to the regulatory flood elevation would make the intended use unfeasible, 2) the proposed structure is designed for "accessory uses," 3) the proposed structure meets the floodproofing requirements of either Section 5.2.C.3 or meets the wet floodproofing ("flood venting") requirements of section 5.2.C.4, and 4) the building is to be constructed of flood resistant materials below the regulatory flood elevation. Variances shall not be issued for such buildings within any designated floodway unless the applicant proves, by engineering analyses, that no increase in flood levels during the base flood discharge would result. Records of these variances and the justification for their issuance shall be maintained indefinitely, and the variances should be reported to the Arizona Department of Water Resources.~~

~~—When a variance is granted to wet floodproof a detached building larger than 600 square feet used for "accessory uses," an Elevation Certificate (on the current FEMA form) is still required to certify the actual lowest floor elevation, the elevation to which it is constructed of flood resistant materials, the size and location of the required flood vents, the elevation to which mechanical equipment is placed, and the elevation at which utilities are placed or to which utilities are floodproofed.~~

| **G.F.** Variances cannot be granted to section 5.4.C of this ordinance.

SECTION 7.0
ADMINISTRATIVE SPECIAL FLOOD HAZARD AREAS Also Known As
(ADMINISTRATIVE FLOODPLAINS and ADMINISTRATIVE FLOODWAYS)

7.1 FLOOD LIMITS SHOWN ON SUBDIVISION PLATS

Any 100-year floodplain of a watercourse having a contributing drainage area of 640 acres or more, and containing base flood elevations, shown on a subdivision plat which has been approved by the Gila County Board of Supervisors after ~~the effective date of this ordinance~~ **October 26, 2010** is hereby designated as an Administrative Special Flood Hazard Area and shall be regulated as a Special Flood Hazard Area pursuant to Section 3.2 of this Ordinance, for those watercourse reaches not covered by a Special Flood Hazard Area designation on an effective Flood Insurance Rate Map or Letter of Map Change issued by the Federal Emergency Management Agency. A map based on more detailed information than what was used in the floodplain delineation on the subdivision plat, when adopted by the Floodplain Board, shall supersede the floodplain delineation on the subdivision plat.

7.2 ADOPTION OF OTHER ADMINISTRATIVE FLOODPLAINS

Any floodplain delineation performed in accordance with methodologies in State Standard 2-96 et. Seq., other applicable State Standards, or county, state, or federal floodplain delineation standards, including special engineering studies, field calculations and historical data may be adopted by Board action as administrative floodplains, where such delineation is deemed beneficial to the goal of minimizing flood damage within Gila County. Floodplains delineated per section 5.5.G of this Ordinance shall become Administrative Floodplains when delineated according to criteria in Section 3.2 and accepted by the Floodplain Administrator.

7.3 AUTOMATIC SUPERSEDEDENCE

Any Administrative Special Flood Hazard Area shall be automatically superseded by one of the following:

- A. A revision by the Federal Emergency Management Agency to the effective Flood Insurance Rate Map for the reach of the regulatory watercourse for which the revision is applicable. Such revision types include, but are not limited to Physical Map Revisions, Letters of Map Amendment or Letters of Map Revision, on the effective date of such revision; or
- B. The adoption by the Board of Directors of the Gila County Flood Control District of an Administrative Special Flood Hazard Area by the Board for the same reach of the ~~regulatory~~ watercourse based on a more detailed hydraulic study or other acceptable methodology as described in Section 3.2 of this Ordinance.

7.4 DETERMINATION OF REGULATORY FLOOD ELEVATIONS

- A. For Administrative Special Flood Hazard Areas without base flood elevations available, Regulatory Flood Elevations used to set lowest floor elevations for new development and substantial improvements shall be submitted by the applicant with an Application for a Floodplain Use Permit or Floodplain Clearance. The calculations and reports which are submitted to the Floodplain Administrator to establish the regulatory flood elevation must be sealed by a Professional Engineer registered in the State of Arizona, in accordance with Rule R4-30-304(D)(1) of the Arizona State Board of Technical Registration, et. seq. The acceptable methodology for the determination of the regulatory flood elevation shall include State Standard 2-96, "Requirement for Floodplain Delineation in Riverine Environments", or latest revision, all other applicable state standards as adopted by the State of Arizona, and all applicable federal, state and county delineation standards. Such information may also include, but shall not be limited to, floodplain delineations presented in conjunction with subdivision plat submittal, special engineering studies, field calculations, and historic data, if approved by the Floodplain Administrator. The Regulatory Flood Elevation may be allowed to be set at three (3) feet above the natural grade, in lieu of engineering calculations, if all of the following criteria are satisfied: 1) a Regulatory Flood Elevation based on better information is not available, 2) the structure lies outside of the active channel, 3) the structure does not lie within an administrative floodway or regulatory floodway, including those delineated per Section 5.8.C of this Ordinance, 4) the drainage area contributing to the watercourse whose floodplain affects the structure is less than 200 square miles, and 5) if approved by the Floodplain Administrator.
- B. The applicant may agree in writing to use the best information available to the Gila County Floodplain Administrator at the time the application is being processed, in lieu of submitting the required information described above.
- C. If the information available to the Floodplain Administrator is not acceptable to the applicant, the applicant may then sign a refusal to use the best available information and will be required to submit engineering calculations to determine the regulatory flood elevation, as described above, before a Floodplain Use Permit or Floodplain Clearance may be issued.

7.5 REQUIREMENT FOR PERMIT OR CLEARANCE

A Floodplain Use Permit pursuant to Section 4.1 or a Floodplain Clearance per Section 7.6.B of this Ordinance is required prior to development on parcels lying partially or entirely within the Administrative Special Flood Hazard Area.

7.6 CRITERIA FOR ISSUANCE OF FLOODPLAIN USE PERMIT OR FLOODPLAIN CLEARANCE

- A. A Floodplain Use Permit is required for development on parcels lying partially or entirely within Administrative Special Flood Hazard Areas if the information submitted by the applicant (or the best information available to the Floodplain Administrator, if that option is chosen by the applicant), shows that the proposed new development or substantial improvement will be on ground partially or entirely inundated by floodwaters below the base flood elevation, if excavation is proposed below the base flood elevation, or if elevation

information is not yet available at the time of the application for a permit.

- B. An expedited process, the Floodplain Clearance, may be used in lieu of a Floodplain Use Permit for development on parcels lying partially ~~or entirely~~ within the special flood hazard area for which the information submitted by the applicant (or the best information available to the Floodplain Administrator, if that option is chosen by the applicant), shows that the proposed new development or substantial improvement will be entirely on ground having an elevation above the regulatory flood elevation, outside the boundaries of a special flood hazard area, and for which no excavation is proposed below the regulatory flood elevation. The Floodplain Clearance documents the type, location and extent of the development and the regulatory flood elevation.

7.7 ADMINISTRATIVE FLOODWAYS

Located within administrative areas of special flood hazard may be areas designated as administrative floodways. Since the administrative floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. All provisions of Section 5.8 applicable to regulatory floodways shall apply to administrative floodways.
- B. If Section 5.8 is satisfied, all new construction and substantial improvements in administrative floodways shall also comply with all applicable flood hazard reduction provisions of Section 5, using the same provisions as if in a regulatory floodway and regulatory floodplain.
- C. If no administrative floodway is identified, then a minimum setback of twenty (20) feet from the top of the nearest bank(s) of the watercourse will be established where encroachment will be prohibited, unless a lesser setback is justified using methodology from the "State Standards," or by detailed hydraulic modeling of the floodway performed by a Professional Engineer registered in the State of Arizona. The maximum allowable rise in the determination of the floodway shall be the lesser of 1) one foot; or 2) the maximum rise which would not impact existing structures eligible for federal flood insurance.
- D. Floodways delineated per section 5.5.G of this Ordinance shall become Administrative Floodways when delineated according to criteria in Section 3.2 and accepted by the Floodplain Administrator.
- E. The provisions of Section 5.4.C of this Ordinance do not apply in administrative floodways.

7.8 VARIANCES WITHIN ADMINISTRATIVE AREAS OF SPECIAL FLOOD HAZARD

The variance procedures within Administrative Areas of Special Flood Hazard are identical to those in any Area of Special Flood Hazard, as prescribed in Sections 6.1 through 6.3 of this Ordinance.

SECTION 8.0 AMENDMENTS

8.1 ORDINANCE MAY BE AMENDED, ETC

The provisions of this Ordinance may, from time to time, be amended, supplemented, changed, modified, or repealed at the initiation of the Gila County Floodplain Board by said Board following a public hearing at which parties in interest and other citizens have an opportunity to be heard.

8.2 HEARING BEFORE THE GILA COUNTY FLOODPLAIN BOARD AND PROVISIONS

A. Upon initiation of a hearing to amend, the Floodplain Board shall set a date, time and place and cause notice of same to be published in a newspaper of general circulation in the County at least thirty (30) days prior to the date of said hearing.

B. Full text of any proposed amendments to the Ordinance shall be available for inspection by the public at the office of the Floodplain Administrator at least thirty (30) days prior to the amendment hearing.

Proposed Revisions

to the

October 26, 2010 Gila County Floodplain Management Ordinance

January, 2015

Purposes for Ordinance Revision: This change was initiated by the need to correct some erroneous references in the ordinance. As it was being reviewed, it was observed that some areas could be worded better, so that the meaning and procedures are easier to understand. Finally, many residents are desiring to build large parking buildings, which now require a variance from the Board if the building is wet-floodproofed and not elevated, and larger than 600 square feet. After much justification and discussion with the State, it was agreed that we can allow large parking buildings, up to 1400 square feet, on residential lots to be wet-floodproofed without an individual variance from the Board, as long as it meets certain criteria. This should make it easier for the residents to construct large buildings for parking multiple cars, trucks, RVs, boats, ATVs, etc.

Detailed description of changes and justifications:

Section 2.0 - Definitions

"Accessory Structure" definition is clarified.

"Large Parking Building" definition has been added to accommodate wet-floodproofing (flood vents and flood-resistant materials) for buildings larger than 600 square feet, up to 1400 square feet.

Section 3.2 - Basis for Establishing the Areas of Special Flood Hazard

Wording is added to clarify the wording describing the situations which the Ordinance regulates, clarify that engineering work is to be sealed by the engineer, in accordance with state law.

Section 3.3 - Compliance

The scope of regulation is clarified to agree with the FEMA regulations in 44 CFR 60.

Section 3.7.E

Revised a citation from ARS to clarify a reference.

Section 4.1 - Floodplain Use Permit

Information about the information that needs to be submitted by an applicant for a floodplain use permit is clarified and expanded. Including this information in the ordinance allows applicants to prepare all needed information in advance of the application for a permit, allowing staff to process permit applications more rapidly. This also helps to meet new state requirements for permit processing.

Section 4.3

C. Revised to allow flexibility on whether data submitted for an individual permit is submitted to the Board for adoption in regulating other development in the area. The best available information at a specific time that is used for an individual permit, may or may not be judged to be adequate to apply as a regulatory standard on a regional basis.

D. Revised wording to correct references and clarify the requirements.

Section 4.4 - Floodplain Clearance

This section is added to explain the current process to quickly process and approve permit applications where there is floodplain on the building parcel, but all construction is proposed outside of the floodplain area.

Section 5.1 - Design Standards

Revised to allow the Floodplain Administrator to allow standards other than the ADWR State Standards for floodplain management, as long as they provide an equal or greater degree of flood protection, or are based on better scientific information.

Section 5.2 - Standards of Construction

Parts of this section have been revised to provide clarification of Federal requirements for construction in floodplains, where it may not have been very well defined in the ordinance in the past. Specific examples are anchoring of fuel (mainly propane) tanks, location of all electrical and mechanical system components above the regulatory flood elevation (electric meters, air conditioning compressors, etc), protection of electrical lines entering buildings, flood-resistant materials usage below the regulatory flood elevation, etc.

5.2.C.5. A section is added for "large parking buildings" to allow parking buildings larger than 600 square feet and up to 1400 square feet to be wet-floodproofed in lieu of elevating the floor, without a variance from the Board, if certain criteria are met for the building.

Paragraph a gives the size limit.

Paragraphs b through f are standard FEMA criteria for wet-floodproofing. Paragraph g limits how far the building floor can be below the regulatory flood elevation (1.4 feet below the actual 100-year water depth). If greater than 2.4 feet, flood insurance rates

must be determined on an individual basis, and are generally much more expensive; many automobiles begin to float at a water depth of two feet, and limiting the depth minimizes the risk of automobiles being displaced inside the building and impacting walls; and the depth of water is restricted to limit the risk to people.

Paragraph h prohibits this size building within a floodway. Floodways need to be kept free from obstructions as much as possible to allow the passage of flood water without large obstructions, so large parking buildings are not allowed there.

Paragraph i contains standard Federal requirements for certifying that the construction was done appropriately.

Paragraph j requires that the wet-floodproofed area never be converted to other uses, including habitable areas, without retrofitting to bring them into compliance with all floodplain regulations in effect at the time, and obtaining the required permits. A non-conversion agreement is to be required as a condition of the floodplain use permit. This is important, since uses such as habitable areas need to be elevated above the flood elevation in order to protect life during flooding.

Section 5.6.A - Manufactured Home Elevation

Revised to reflect the wording of ARS 48-3609.B.5

Section 5.6.B - Manufactured Home Anchoring

Revised to allow more flexibility in the type of manufactured home anchoring to use, while still being compliant with Federal requirements.

Section 5.7 - Standards for Recreational Vehicles

Revised to correct an erroneous reference and to reference the floodway requirement in Section 5.8.

Section 5.8 - Floodways

Minor wording changes for clarity.

Section 5.9 - Flood-Related Erosion-Prone Areas

Revised Paragraph C so that erosion setbacks are not regulated outside of special flood hazard areas, to be consistent with the ordinance's jurisdiction as stated in Section 3.1.

Section 6.3 - Variances

Eliminated the paragraph on special variances to wet-floodproof parking buildings over 600 square feet, since a variance is no longer required to wet-floodproof buildings from 601 up to 1400 square feet that meet the conditions in section 5.2.C.5.

Section 7.1 - Flood Limits on Subdivision Plats

Revised to change the effective date of Section 7.1 to October 26, 2010, which was the date Section 7.1 originally became effective.

Index

Page numbers are revised to accommodate additions and deletions.

ARF-2967

Regular Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 02/03/2015

Submitted For: Jeffrey Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: FY 2014-2015 Budgeted?: Yes

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

Begin & End: 6-30-2015

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Contract Award for Invitation for Bid No. 112514.

Background Information

On December 16, 2014, the Gila County Board of Supervisors authorized the advertisement of Invitation for Bid (IFB) No. 112514 to purchase up to three new passenger mini-vans. IFB No. 112514 for new mini-vans will allow the County Fleet Department the ability to receive proposals from automobile suppliers and have the option to purchase up to three new vehicles if necessary.

IFB No. 112514 was advertised in the Arizona Silver Belt on December 24, 2014, and December 31, 2014. All sealed bids were due on January 7, 2015, by 11:00 A.M. MST.

Evaluation

Sealed bids were accepted in the Gila County Finance Department through 11:00 A.M. MST on January 7, 2015. The Finance Department received three competitive bids from vendors for IFB No. 112514 to purchase up to three new passenger mini-vans. A fourth bid was received via Federal Express at 1:33 P.M. on January 7, 2015, and consequently was returned, unopened, to the vendor.

Larry H. Miller Dodge Avondale offered the low price at \$23,099.38 each, for a total quantity of up to three 2015 Dodge Caravan SE passenger mini-vans.

Conclusion

The vehicles that would be purchased from the award of a contract related to IFB No. 112514 would be assigned to the Sheriff's Office.

Recommendation

The Public Works Division Director and the Finance Division Director recommend that the Board of Supervisors award a contract for Invitation for Bid No. 112514 for the purchase of one or more new fleet vehicles as specified.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bid No. 112514 for the purchase of up to three new passenger mini-vans; award to the lowest, 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. 112514 Larry H. Miller Dodge Avondale

IFB No. 112514 Bid Results

Larry Miller Dodge bid

Berge Ford bid

Chapman Auto Center bid

Legal Explanation

GILA COUNTY
NOTICE OF INVITATION FOR BID

BID NO. 112514

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



BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

COUNTY MANAGER
Don E. McDaniel Jr.



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

1400 E. Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
112514**

BID DUE DATE: January 07, 2015

TIME: 11:00 AM

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

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

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

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

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


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

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

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

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

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

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

Date: 12-16-2014

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

Date: 12-16-2014

TABLE OF CONTENTS

| CONTENT | PAGE |
|--|--------------|
| Solicitation..... | 1 |
| Scope of Work..... | 3 |
| Exhibit “A”; Instructions to Vendors..... | 4-6 |
| Preparation of Sealed Bid..... | 4 |
| Amendments | 4-5 |
| Inquiries | 5 |
| Late Proposals..... | 5 |
| Submittal Bid Format..... | 5-6 |
| General Terms and Conditions | 7-10 |
| Award of Contract | 7 |
| Protests..... | 7 |
| Laws & Ordinances | 8 |
| Exhibit “B” Contract Award Agreement..... | 8-10 |
| Overcharges by Antitrust Violations..... | 8 |
| Authority to Contract | 8 |
| Contract Amendments | 8 |
| Contract Default | 8-9 |
| Right to Assurance..... | 9 |
| Costs & Payments..... | 9 |
| Co-op Intergovernmental Purchasing Agreement | 9 |
| Cancellation of County Contracts..... | 9 |
| Termination of Contract | 9-10 |
| Exhibit “C”; Minimum Product Specifications/Information | 11-12 |
| Section 1.0; General Purpose | 11 |
| Section 2.0; Bid Pricing | 11 |
| Section 3.0; Order and Delivery..... | 11-12 |
| Qualification and Certification Form | 12 |
| Price Sheet | 13-14 |
| No Collusion Affidavit..... | 15 |
| Legal Arizona Workers Act Compliance | 16 |
| Bidders Checklist & Addenda Acknowledgment | 17 |
| Offer Page | 18 |
| Acceptance of Offer Page | 19 |

GENERAL SCOPE

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

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

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

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

INSTRUCTIONS TO VENDORS

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

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid Proposal

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

Amendments

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

Instructions to Vendors continued...

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

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

Inquiries

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

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

Late Bids

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

Submittal Bid Format:

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

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

Instructions to Vendors continued...

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

All bids shall be submitted in a sealed envelope:

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

GENERAL TERMS AND CONDITIONS

Award of Contract

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

Protests

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

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

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

General Terms & Conditions continued...

Laws and Ordinances

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

EXHIBIT "B" VENDOR AWARD AGREEMENT

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

Overcharges by Antitrust Violations

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

Authority to Contract

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

Contract Amendments

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

Contract Default

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

General Terms & Conditions continued...

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

Right to Assurance

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

Costs and Payments

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

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

General Terms & Conditions continued...

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

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

General

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

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 112514

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

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

SECTION 1.0

General:

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

SECTION 2.0

Bid Pricing:

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

SECTION 3.0

Ordering and Delivery:

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

Minimum Specifications continued...

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

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

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

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

The applicant submitting this Bid Proposal warrants the following:

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

LARRY H. MILLER DOUGL AVENUE
10101 W. PAPAGO FREEWAY
AVENUE AZ. 85323

2. Has Vendor (under its present or any previous name) ever failed to complete a contract? _____ Yes ☒ No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes ☒ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes ☒ No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - Gila County reserves the right to request additional information.


 Signature of Authorized Person to Sign

JOSEPH MAGGIO
 Printed Name

FLEET DIRECTOR
 Title

PRICE SHEET

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

(Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 DODGE CARAVAN SE

| MINIMUM SPECIFICATIONS Up to Three (3) New 6/7 Passenger Mini-Vans | MEETS MINIMUM SPECIFICATIONS | |
|---|------------------------------|----|
| | YES | NO |
| Exterior: White or Light Color | X | |
| Interior: Gray or Tan Light Color Cloth Covered Seats | X | |
| Power Features: Door Locks | X | |
| Windows | X | |
| Mirrors | X | |
| Driver Seat | | X |
| Steering | X | |
| Tilt Steering Wheel | X | |
| Front and Rear A/C & Heat | X | |
| Dual Sliding Doors | X | |
| Third Row Bench Seat | X | |
| Second Row Bucket Seats | X | |
| Remote Keyless Entry | X | |
| Cruise Control | X | |
| AM / FM Clock (CD)Radio | X | |
| V6 Gas Engine | X | |
| Automatic Transmission | X | |
| Tinted Glass | X | |
| SUB - TOTAL AMOUNT | \$ 21,428. ⁰⁰ | |
| OTHER COSTS | \$ — | |
| SALES TAX | \$ 1671. ³⁸ | |
| TOTAL AMOUNT OF DELIVERED VEHICLE | \$ 23099. ³⁸ | |

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

Date of Delivery: 10 DAYS AFTER PO ISSUED

Vendor Name: LARRY MILLER DODGE AUBURN **Vendor Phone Number:** 623-478-3683

**AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF:)

JOSEPH MAGGIO
(Name of Individual) being first duly sworn, deposes and says:

That he is FLRT DIRECTOR
(Title)

of LARRY H. MILLER DODGE AUDOMARK and
(Name of Business)

That he is bidding on Gila County Bid No. 112514 – UP TO THREE (3) NEW 6/7 PASSENGER MINI-VANS and,

That neither he nor anyone associated with the said LARRY H. MILLER DODGE AUDOMARK
(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.



LARRY H. MILLER DODGE AUDOMARK
Name of Business

By [Signature]
Title FLRT DIRECTOR

Subscribed and sworn to before me this 2nd day of January, 2015.

Diane S. Bucio
Notary Public

My Commission expires:
4/20/16

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

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

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



Signature of Authorized Representative

Joseph MAGGIO

Printed Name

FLIGHT DIRECTOR

Title

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

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

CHECKLIST:

REQUIRED DOCUMENTCOMPLETED / EXECUTED

QUALIFICATION & CERTIFICATION FORM

X

PRICE SHEET

X

NO COLLUSION AFFIDAVIT

X

LEGAL ARIZONA WORKS ACT COMPLIANCE

X

OFFER PAGE

X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this 2 day of JANUARY, 20 15

LARRY H. MILLER DEBRA ALVARADO

VENDOR:

BY: (Signature)

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

OFFER PAGE**TO GILA COUNTY:**

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

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

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

Firm Submitting Proposal:**For clarification of this offer, contact:**

LARRY H. MILLER DOORG AVE
Company Name

Name: JOSEPH MAGGIO

10101 W. PAPAGO FREEWAY
Address

Phone No.: 623-478-3683

AVENUE AL 85323
City State Zip

Fax 623-298-1108

Email: JOE.MAGGIO@LHMAUTO.COM


Signature of Authorized Person to Sign

JOSEPH MAGGIO
Printed Name

FLEET DIRECTOR
Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

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

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

Awarded this _____ day of _____, 20____

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

Prepared For:



Ship To:

LARRY H. MILLER AVONDALE
1010 W PAPAGO FREEWAY
AVONDALE, AZ, 85323

Prepared By:

Administrator
Larry H. Miller Dodge Ram Avondale
10101 W papago Freeway
Avondale, Arizona, 85323
Phone: 623-478-3600
Fax: 623-298-1108

STANDARD EQUIPMENT

2015 Dodge Grand Caravan

FWD Passenger Van AVP/SE (RTKH53)

Powertrain

3.6L V-6 DOHC SMPI 24 valve engine with variable valve control * 160 amp alternator * 730 amp battery with run down protection * Engine oil cooler, HD radiator, transmission oil cooler * 6-speed electronic AUTOSTICK multi-speed automatic transmission with overdrive, lock-up, driver selection * Front-wheel drive * ABS & driveline traction control * 3.16 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist rack and pinion steering * 4-wheel disc brakes with front vented discs * Touring ride suspension, with electronic stability * Independent front suspension * Front strut suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rear semi-independent suspension * Rear torsion beam suspension * Rear coil springs * Gas-pressurized rear shocks * Front and rear 17.0" x 6.50" steel wheels with full wheel covers * P225/65SR17.0 BSW touring AS front and rear tires

Safety

4-wheel anti-lock braking system * Daytime running lights, center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, curtain 1st, 2nd and 3rd row overhead airbag, airbag occupancy sensor, driver knee airbag * Front and rear height adjustable seatbelts with front pre-tensioners * Sentry Key immobilizer, panic alarm

Comfort and Convenience

Dual zone front air conditioning, air filter, underseat ducts, headliner/pillar ducts * AM/FM stereo, clock, seek-scan, in-dash mounted single CD, MP3 decoder, 4 speakers, fixed antenna, radio steering wheel controls * Cruise control with steering wheel controls * Power door locks with 2 stage unlock, keyfob (all doors) keyless entry, child safety rear door locks, tailgate/rear door lock included with power door locks * 4 12V DC power outlets, driver foot rest, retained accessory power * Analog instrumentation display includes tachometer, engine temperature gauge, transmission fluid temp gauge, exterior temp, trip computer, trip odometer * Warning indicators include oil pressure, engine temperature, battery, low coolant, lights on, key, low fuel, low washer fluid, door ajar, trunk/liftgate ajar, service interval, brake fluid, turn signal on, low tire pressure, transmission fluid temp * Steering wheel with tilt and telescopic adjustment * Power front windows and fixed rear windows with light tint, driver 1-touch down, manual vented rearmost window activation * Variable intermittent front windshield wipers, fixed interval rear wiper with heated wiper park, rear window defroster * Dual vanity mirrors * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights, 2 door curb lights, illuminated entry * Mini overhead console with storage, conversation mirror, locking glove box, front and rear cupholders, instrument panel bin, dashboard storage covered, interior concealed storage, 2 seat back storage pockets, driver

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary.

Not all buyers or lessees will qualify for the lowest APR or Lease payment and may vary according to creditworthiness. Contact dealer to see if you qualify, to determine your actual price, APR, and monthly payment. Dealer participation may affect savings; residency and other mileage restrictions may apply. The estimates may not include the cost of transportation and handling charges, taxes, title/documentary fees, registration, tags, dealer prep, labor and installation charges, insurance, optional equipment and accessories, certificate of compliance or non-compliance fees, or finance charges. Lease estimates may not include any additional amount due at delivery, first payment or security deposit. Reference DX05102746 11/25/2014

Effective Date: 11/25/2014
Date Printed: January 02, 2015

Page 1
QuoteID: <None>

STANDARD EQUIPMENT Continued

Comfort and Convenience (Continued)

and passenger door bins * Carpeted cargo floor, plastic trunk lid/rear cargo door, cargo tie downs, cargo light, tire inflator

Seating and Interior

Seating capacity of 7 * Bucket front seats with adjustable anti-whiplash head restraints with tilt, driver and passenger armrests * 4-way adjustable driver seat * 4-way adjustable passenger seat * Full folding bench 2nd row seat with fold forward seatback, reclining fore/aft, 2 adjustable rear head restraints * 3rd row seat 60-40 folding split-bench fold into floor with reclining fold into floor, 3 fixed 3rd row head restraints * Cloth faced front seats with plastic back material * Cloth faced rear seats with plastic back material * Cloth faced 3rd row seats with carpet back material * Vinyl door trim insert, full cloth headliner, full carpet floor covering, simulated wood instrument panel insert, urethane gear shift knob, simulated wood door panel insert, chrome interior accents

Exterior Features

Rear lip spoiler, side impact beams, galvanized steel/aluminum body material * Black bodyside molding * Black side window moldings, black front windshield molding * Black door handles * Chrome grille * 4 doors with sliding rear driver's side door, sliding rear passenger's side door liftgate rear cargo door * Trailer sway control * Driver and passenger power remote black heated folding outside mirrors * Front and rear body-colored bumpers, with rear step * Aero-composite halogen headlamps with multiple headlamps, delay-off feature * Additional exterior lights include remote activated perimeter/approach lights * Clearcoat monotone paint

Warranty

| | | | |
|-----------------------|------------------------|---------------------|------------------------|
| Basic | 36 month/36,000 miles | Powertrain | 60 month/100,000 miles |
| Corrosion Perforation | 60 month/100,000 miles | Roadside Assistance | 60 month/100,000 miles |

Dimensions and Capacities

| | | | |
|-----------------------|--------------------|-----------------------|-------------------------|
| Output | 283 hp @ 6,400 rpm | Torque | 260 lb.-ft. @ 4,400 rpm |
| Drag coefficient | 0.33 | 1st gear ratio | 4.127 |
| 2nd gear ratio | 2.842 | 3rd gear ratio | 2.283 |
| 4th gear ratio | 1.452 | 5th gear ratio | 1.000 |
| 6th gear ratio | 0.690 | Reverse gear ratio | 3.214 |
| City/hwy | 17 mpg/25 mpg | Curb weight | 4,321 lbs. |
| GVWR | 6,050 lbs. | Front GAWR | 2,950 lbs. |
| Rear GAWR | 3,100 lbs. | Towing capacity | 3,600 lbs. |
| Front legroom | 40.7 " | Rear legroom | 36.5 " |
| Third legroom | 32.7 " | Front headroom | 39.8 " |
| Rear headroom | 39.3 " | Third headroom | 37.9 " |
| Front hiproom | 58.4 " | Rear hiproom | 65.0 " |
| Third hiproom | 48.7 " | Front shoulder room | 63.7 " |
| Rear shoulder room | 64.1 " | Third shoulder room | 62.0 " |
| Passenger area volume | 163.5 cu.ft. | Length | 202.8 " |
| Body width | 78.7 " | Body height | 67.9 " |
| Wheelbase | 121.2 " | Front track | 65.6 " |
| Rear track | 64.8 " | Turning radius | 19.6 ' |
| Fuel tank | 20.0 gal. | Interior cargo volume | 33.0 cu.ft. |

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary.

Not all buyers or lessees will qualify for the lowest APR or Lease payment and may vary according to creditworthiness. Contact dealer to see if you qualify, to determine your actual price, APR, and monthly payment. Dealer participation may affect savings; residency and other mileage restrictions may apply. The estimates may not include the cost of transportation and handling charges, taxes, title/documentary fees, registration, tags, dealer prep, labor and installation charges, insurance, optional equipment and accessories, certificate of compliance or non-compliance fees, or finance charges. Lease estimates may not include any additional amount due at delivery, first payment or security deposit. Reference DX05102746 11/25/2014

STANDARD EQUIPMENT Continued

Dimensions and Capacities (Continued)

| | | | |
|------------------------------------|-------------|-------------------------------|--------------|
| Interior cargo volume seats folded | 83.3 cu.ft. | Interior maximum cargo volume | 143.8 cu.ft. |
|------------------------------------|-------------|-------------------------------|--------------|

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary.

Not all buyers or lessees will qualify for the lowest APR or Lease payment and may vary according to creditworthiness. Contact dealer to see if you qualify, to determine your actual price, APR, and monthly payment. Dealer participation may affect savings; residency and other mileage restrictions may apply. The estimates may not include the cost of transportation and handling charges, taxes, title/documentary fees, registration, tags, dealer prep, labor and installation charges, insurance, optional equipment and accessories, certificate of compliance or non-compliance fees, or finance charges. Lease estimates may not include any additional amount due at delivery, first payment or security deposit. Reference DX05102746 11/25/2014

Effective Date: 11/25/2014
Date Printed: January 02, 2015

Page 3
QuoteID: <None>

Prepared For:



Ship To:

LARRY H. MILLER AVONDALE
1010 W PAPAGO FREEWAY
AVONDALE, AZ, 85323

Prepared By:

Administrator
Larry H. Miller Dodge Ram Avondale
10101 W papago Freeway
Avondale, Arizona, 85323
Phone: 623-478-3600
Fax: 623-298-1108

SELECTED EQUIPMENT

2015 Dodge Grand Caravan

FWD Passenger Van AVP/SE (RTKH53)

MSRP

Invoice

| | | | | |
|------------------------------|---|-----|-----------|-----------|
| RTKH53 | Base Vehicle Price (RTKH53) | STD | 21,395.00 | 21,046.00 |
| Packages | | | | |
| 29E | Quick Order Package 29E SE 3 Zone Manual Control Front & Rear A/C; 6 Speakers; Body Color Bodyside Molding; Body Color Door Handles; Body Color Sill Applique; Floor Console w/Cupholder; Rear Air Conditioning w/Heater; Sunscreen Glass; (CYC) 2nd Row Buckets w/Fold-In-Floor | OPT | 2,800.00 | 2,492.00 |
| Powertrain | | | | |
| ERB | Engine: 3.6L V6 24V VVT FlexFuel | STD | N/C | N/C |
| DG2 | Transmission: 6-Speed Automatic 62TE | STD | N/C | N/C |
| STDAX | 3.16 Axle Ratio | STD | N/C | N/C |
| Z1A | GVWR: 6,050 lbs | STD | N/C | N/C |
| Wheels & Tires | | | | |
| TU3 | Tires: P225/65R17 BSW Touring | STD | N/C | N/C |
| WFU | Wheels: 17" x 6.5" Steel 17" Wheel Covers | STD | N/C | N/C |
| TBT | Compact Spare Tire | OPT | 295.00 | 263.00 |
| Seats & Seat Trim | | | | |
| H7 | Cloth Low-Back Bucket Seats | STD | N/C | N/C |
| CYC | 2nd Row Buckets w/Fold-In-Floor 2 Row Stow 'N Go w/Tailgate Seats; Easy Clean Floor Mats | INC | Included | Included |

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary.

Not all buyers or lessees will qualify for the lowest APR or Lease payment and may vary according to creditworthiness. Contact dealer to see if you qualify, to determine your actual price, APR, and monthly payment. Dealer participation may affect savings; residency and other mileage restrictions may apply. The estimates may not include the cost of transportation and handling charges, taxes, title/documentary fees, registration, tags, dealer prep, labor and installation charges, insurance, optional equipment and accessories, certificate of compliance or non-compliance fees, or finance charges. Lease estimates may not include any additional amount due at delivery, first payment or security deposit. Reference DX05102746 11/25/2014

Effective Date: 11/25/2014
Date Printed: January 02, 2015

Page 4
QuoteID: <None>

SELECTED EQUIPMENT Continued

| | | | MSRP | Invoice |
|---|----------------------------------|-----|--------------------|--------------------|
| Other Options | | | | |
| SDC | Touring Suspension | STD | N/C | N/C |
| APA | Monotone Paint Application | STD | N/C | N/C |
| RES | Radio: Uconnect 130 AM/FM/CD/MP3 | STD | N/C | N/C |
| Interior Colors For : Primary w/SE | | | | |
| X1 | Black/Light Graystone | OPT | N/C | N/C |
| Primary Colors For : Primary w/SE | | | | |
| PW7 | Bright White Clearcoat | OPT | N/C | N/C |
| Vehicle Subtotal | | | \$24,490.00 | \$23,801.00 |
| Destination | | | \$995.00 | \$995.00 |
| Vehicle Subtotal (including Destination) | | | \$25,485.00 | \$24,796.00 |

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary.

Not all buyers or lessees will qualify for the lowest APR or Lease payment and may vary according to creditworthiness. Contact dealer to see if you qualify, to determine your actual price, APR, and monthly payment. Dealer participation may affect savings; residency and other mileage restrictions may apply. The estimates may not include the cost of transportation and handling charges, taxes, title/documentary fees, registration, tags, dealer prep, labor and installation charges, insurance, optional equipment and accessories, certificate of compliance or non-compliance fees, or finance charges. Lease estimates may not include any additional amount due at delivery, first payment or security deposit. Reference DX05102746 11/25/2014

**Ship To:**

LARRY H. MILLER AVONDALE
1010 W PAPAGO FREEWAY
AVONDALE, AZ, 85323

Prepared By:

Administrator
Larry H. Miller Dodge Ram Avondale
10101 W papago Freeway
Avondale, Arizona, 85323
Phone: 623-478-3600
Fax: 623-298-1108

DIMENSIONS & CAPACITIES**2015 Dodge Grand Caravan****FWD Passenger Van AVP/SE (RTKH53)**

| | |
|-----------------------------|-------------------------|
| Output | 283 hp @ 6,400 rpm |
| Torque | 260 lb.-ft. @ 4,400 rpm |
| Drag coefficient | 0.33 |
| 1st gear ratio | 4.127 |
| 2nd gear ratio | 2.842 |
| 3rd gear ratio | 2.283 |
| 4th gear ratio | 1.452 |
| 5th gear ratio | 1.000 |
| 6th gear ratio | 0.690 |
| Reverse gear ratio | 3.214 |
| City/hwy | 17 mpg/25 mpg |
| Curb weight | 4,321 lbs. |
| GVWR | 6,050 lbs. |
| Front GAWR | 2,950 lbs. |
| Rear GAWR | 3,100 lbs. |
| Towing capacity | 3,600 lbs. |
| Front legroom | 40.7 " |
| Rear legroom | 36.5 " |
| Third legroom | 32.7 " |
| Front headroom | 39.8 " |
| Rear headroom | 39.3 " |
| Third headroom | 37.9 " |
| Front hiproom | 58.4 " |
| Rear hiproom | 65.0 " |
| Third hiproom | 48.7 " |
| Front shoulder room | 63.7 " |
| Rear shoulder room | 64.1 " |
| Third shoulder room | 62.0 " |
| Passenger area volume | 163.5 cu.ft. |
| Length | 202.8 " |
| Body width | 78.7 " |
| Body height | 67.9 " |
| Wheelbase | 121.2 " |
| Front track | 65.6 " |

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary.

Not all buyers or lessees will qualify for the lowest APR or Lease payment and may vary according to creditworthiness. Contact dealer to see if you qualify, to determine your actual price, APR, and monthly payment. Dealer participation may affect savings; residency and other mileage restrictions may apply. The estimates may not include the cost of transportation and handling charges, taxes, title/documentary fees, registration, tags, dealer prep, labor and installation charges, insurance, optional equipment and accessories, certificate of compliance or non-compliance fees, or finance charges. Lease estimates may not include any additional amount due at delivery, first payment or security deposit. Reference DX05102746 11/25/2014

Effective Date: 11/25/2014

Date Printed: January 02, 2015

Page 6

QuoteID: <None>

DIMENSIONS & CAPACITIES Continued

| | |
|--|--------------|
| Rear track | 64.8 " |
| Turning radius | 19.6 ' |
| Fuel tank | 20.0 gal. |
| Interior cargo volume | 33.0 cu.ft. |
| Interior cargo volume seats folded | 83.3 cu.ft. |
| Interior maximum cargo volume | 143.8 cu.ft. |

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary.

Not all buyers or lessees will qualify for the lowest APR or Lease payment and may vary according to creditworthiness. Contact dealer to see if you qualify, to determine your actual price, APR, and monthly payment. Dealer participation may affect savings; residency and other mileage restrictions may apply. The estimates may not include the cost of transportation and handling charges, taxes, title/documentary fees, registration, tags, dealer prep, labor and installation charges, insurance, optional equipment and accessories, certificate of compliance or non-compliance fees, or finance charges. Lease estimates may not include any additional amount due at delivery, first payment or security deposit. Reference DX05102746 11/25/2014

Effective Date: 11/25/2014
Date Printed: January 02, 2015

Page 7
QuoteID: <None>

Prepared For:



Ship To:

LARRY H. MILLER AVONDALE
1010 W PAPAGO FREEWAY
AVONDALE, AZ, 85323

Prepared By:

Administrator
Larry H. Miller Dodge Ram Avondale
10101 W papago Freeway
Avondale, Arizona, 85323
Phone: 623-478-3600
Fax: 623-298-1108

WARRANTY

2015 Dodge Grand Caravan

FWD Passenger Van AVP/SE (RTKH53)

| | Months/Distance |
|-----------------------------|------------------------|
| Basic | 36 month/36,000 miles |
| Powertrain | 60 month/100,000 miles |
| Corrosion Perforation | 60 month/100,000 miles |
| Roadside Assistance | 60 month/100,000 miles |

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary.

Not all buyers or lessees will qualify for the lowest APR or Lease payment and may vary according to creditworthiness. Contact dealer to see if you qualify, to determine your actual price, APR, and monthly payment. Dealer participation may affect savings; residency and other mileage restrictions may apply. The estimates may not include the cost of transportation and handling charges, taxes, title/documentary fees, registration, tags, dealer prep, labor and installation charges, insurance, optional equipment and accessories, certificate of compliance or non-compliance fees, or finance charges. Lease estimates may not include any additional amount due at delivery, first payment or security deposit. Reference DX05102746 11/25/2014

Effective Date: 11/25/2014
Date Printed: January 02, 2015

Page 8
QuoteID: <None>

QUOTE TABULATION FORM**GILA COUNTY****BID**

Invitation for Bid

TITLE:

Three new 6/7 Passenger Mini-Vans

BID**DUE****NO.:**

112514

DATE:

1-7-15/11:00 A.M.

R
A
N
K
I
N
G

| | BIDDER FIRM NAME | BID AMOUNT | COMMENTS |
|--|--|--------------------------------------|-----------------------------|
| | Horne Dodge (Bill Stallings) bill@hornedodge.com 928-425-3283 | No Bid | Emailed 12-17-14 @9:07 A.M. |
| | McSpadden Ford (Roger Wielenga) mcspaddensales@cableone.net 928-474-8888 | No Bid | Emailed 12-17-14 @9:07 A.M. |
| | Steve Coury Ford (Gary) aztankdivers1@gmail.com 928-474-8888 | No Bid | Emailed 12-17-14 @9:07 A.M. |
| | Chapman Auto Center (Lynn Waters) LynnWaters@chapmanchoice.com 928-474-5261 | 2015 Dodge Caravan SE \$26,766.30 | Emailed 12-17-14 @9:07 A.M. |
| | Brown & Brown Chevrolet (Don Carter) carterd@autonation.com | No Bid | Emailed 12-17-14 @9:07 A.M. |
| | Watson Chevrolet, Inc. (Farren) farrenk@watsonchevrolet.com 520-918-6376 | No Bid | Emailed 12-17-14 @9:07 A.M. |
| | Midco Sales Truck and Trailer (Jim Kerwin) jim@midcosales.com 480-999-0607 ext 702 | No Bid | Emailed 12-17-14 @9:07 A.M. |
| | Sands Chevrolet (Ernest) ehickman_1125@yahoo.com 623-931-9331 | No Bid | Emailed 12-17-14 @9:07 A.M. |
| | Midway Chevrolet Isuzu (Gregg Ball) Gball@Vtaig.com 602-733-2251 | No Bid | Emailed 12-17-14 @9:07 A.M. |

| | | | |
|--|--|---|-----------------------------|
| | Thorobred Chevrolet (Todd) tfessenden.thorobredchevrolet@contactdealer.com 480-899-0131 | No Bid | Emailed 12-17-14 @9:07 A.M. |
| | Globe Auto Sales (Tricia) triciagray1@hotmail.com 928-425-2720 | No Bid | Emailed 12-17-14 @9:07 A.M. |
| | Berge Ford (Richard) rlewis@bergeford.com 480-241-9249 | 2015 Ford, Transit Connect \$25,454.46 | Emailed 12-17-14 @9:07 A.M. |
| | Rays Auto Exchange (Ray) rayvela92003@outlook.com 928-978-8375 | No Bid | He only sells used vehicles |
| | Findlay Auto Group (Mark) mmonthofer@findlayauto.com 928-213-3759 | No Bid | |
| | Larry Miller Dodge (Joseph) joe.maggio@lhmauto.com 602-320-7844 | 2015 Dodge Caravan SE \$23,099.38 | |

WITNESSED:

Betty Hurst

DATE:

1-7-15

Minimum Specifications continued...

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

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

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

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

The applicant submitting this Bid Proposal warrants the following:

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

LARRY H. MILLER DOORE AVONDALE
10101 W. PAPAGO FREEWAY
AVONDALE AZ. 85323

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

3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.

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

5. Vendor must also provide at least the following information:

- a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 b. Gila County reserves the right to request additional information.


 Signature of Authorized Person to Sign

JOSEPH MAGGIO
 Printed Name

FLEET DIRECTOR
 Title

PRICE SHEET

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

(Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 DODGE CARAVAN SE

| MINIMUM SPECIFICATIONS Up to Three (3) New 6/7 Passenger Mini-Vans | MEETS MINIMUM SPECIFICATIONS | |
|---|------------------------------|----|
| | YES | NO |
| Exterior: White or Light Color | X | |
| Interior: Gray or Tan Light Color Cloth Covered Seats | X | |
| Power Features: Door Locks | X | |
| Windows | X | |
| Mirrors | X | |
| Driver Seat | | X |
| Steering | X | |
| Tilt Steering Wheel | X | |
| Front and Rear A/C & Heat | X | |
| Dual Sliding Doors | X | |
| Third Row Bench Seat | X | |
| Second Row Bucket Seats | X | |
| Remote Keyless Entry | X | |
| Cruise Control | X | |
| AM / FM Clock (CD) Radio | X | |
| V6 Gas Engine | X | |
| Automatic Transmission | X | |
| Tinted Glass | X | |
| SUB - TOTAL AMOUNT | \$ 21,428. ⁰⁰ | |
| OTHER COSTS | \$ — | |
| SALES TAX | \$ 1671. ³⁸ | |
| TOTAL AMOUNT OF DELIVERED VEHICLE | \$ 23099. ³⁸ | |

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

Date of Delivery: 10 DAYS AFTER PO ISSUEDVendor Name: LARRY MILLER DODGE AVENUE Vendor Phone Number: 623-478-3683

**AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF:)

JOSEPH MAGGIO
(Name of Individual) being first duly sworn, deposes and says:

That he is FLERT DIRECTOR
(Title)

of LARRY H. MILLER DODGE AUDUBON and
(Name of Business)

That he is bidding on Gila County Bid No. 112514 – UP TO THREE (3) NEW 6/7 PASSENGER MINI-VANS and,

That neither he nor anyone associated with the said LARRY H. MILLER DODGE AUDUBON
(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.



LARRY H. MILLER DODGE AUDUBON
Name of Business

By [Signature]
Title FLERT DIRECTOR

Subscribed and sworn to before me this 2nd day of January, 2015.

Diane S. Bucio
Notary Public

My Commission expires:
4/20/16

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

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

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



Signature of Authorized Representative

Joseph MAGGIO

Printed Name

Flight Director

Title

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

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

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

QUALIFICATION & CERTIFICATION FORM

X

PRICE SHEET

X

NO COLLUSION AFFADAVIT

X

LEGAL ARIZONA WORKS ACT COMPLIANCE

X

OFFER PAGE

X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this 2 day of JANUARY, 2015

LARRY H. MILLER DEBRA ALVARADO

VENDOR:

BY: (Signature)

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

OFFER PAGE

TO GILA COUNTY:

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

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

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

Firm Submitting Proposal:

For clarification of this offer, contact:

LARRY H. MILLER DOORG AVENUE
Company Name

Name: JOSEPH MAGGIO

10101 W. PAPAGO FREEWAY
Address

Phone No.: 623-478-3683

AVENUE AL 85323
City State Zip

Fax 623-298-1108

Email: JOE.MAGGIO@LHMAUTO.COM


Signature of Authorized Person to Sign

JOSEPH MAGGIO
Printed Name

FLEET DIRECTOR
Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

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

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

Awarded this _____ day of _____, 20____

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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



Ship To:

LARRY H. MILLER AVONDALE
1010 W PAPAGO FREEWAY
AVONDALE, AZ, 85323

Prepared By:

Administrator
Larry H. Miller Dodge Ram Avondale
10101 W papago Freeway
Avondale, Arizona, 85323
Phone: 623-478-3600
Fax: 623-298-1108

STANDARD EQUIPMENT

2015 Dodge Grand Caravan

FWD Passenger Van AVP/SE (RTKH53)

Powertrain

3.6L V-6 DOHC SMPI 24 valve engine with variable valve control * 160 amp alternator * 730 amp battery with run down protection * Engine oil cooler, HD radiator, transmission oil cooler * 6-speed electronic AUTOSTICK multi-speed automatic transmission with overdrive, lock-up, driver selection * Front-wheel drive * ABS & driveline traction control * 3.16 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist rack and pinion steering * 4-wheel disc brakes with front vented discs * Touring ride suspension, with electronic stability * Independent front suspension * Front strut suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rear semi-independent suspension * Rear torsion beam suspension * Rear coil springs * Gas-pressurized rear shocks * Front and rear 17.0" x 6.50" steel wheels with full wheel covers * P225/65SR17.0 BSW touring AS front and rear tires

Safety

4-wheel anti-lock braking system * Daytime running lights, center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, curtain 1st, 2nd and 3rd row overhead airbag, airbag occupancy sensor, driver knee airbag * Front and rear height adjustable seatbelts with front pre-tensioners * Sentry Key immobilizer, panic alarm

Comfort and Convenience

Dual zone front air conditioning, air filter, underseat ducts, headliner/pillar ducts * AM/FM stereo, clock, seek-scan, in-dash mounted single CD, MP3 decoder, 4 speakers, fixed antenna, radio steering wheel controls * Cruise control with steering wheel controls * Power door locks with 2 stage unlock, keyfob (all doors) keyless entry, child safety rear door locks, tailgate/rear door lock included with power door locks * 4 12V DC power outlets, driver foot rest, retained accessory power * Analog instrumentation display includes tachometer, engine temperature gauge, transmission fluid temp gauge, exterior temp, trip computer, trip odometer * Warning indicators include oil pressure, engine temperature, battery, low coolant, lights on, key, low fuel, low washer fluid, door ajar, trunk/liftgate ajar, service interval, brake fluid, turn signal on, low tire pressure, transmission fluid temp * Steering wheel with tilt and telescopic adjustment * Power front windows and fixed rear windows with light tint, driver 1-touch down, manual vented rearmost window activation * Variable intermittent front windshield wipers, fixed interval rear wiper with heated wiper park, rear window defroster * Dual vanity mirrors * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights, 2 door curb lights, illuminated entry * Mini overhead console with storage, conversation mirror, locking glove box, front and rear cupholders, instrument panel bin, dashboard storage covered, interior concealed storage, 2 seat back storage pockets, driver

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary.

Not all buyers or lessees will qualify for the lowest APR or Lease payment and may vary according to creditworthiness. Contact dealer to see if you qualify, to determine your actual price, APR, and monthly payment. Dealer participation may affect savings; residency and other mileage restrictions may apply. The estimates may not include the cost of transportation and handling charges, taxes, title/documentary fees, registration, tags, dealer prep, labor and installation charges, insurance, optional equipment and accessories, certificate of compliance or non-compliance fees, or finance charges. Lease estimates may not include any additional amount due at delivery, first payment or security deposit. Reference DX05102746 11/25/2014

STANDARD EQUIPMENT Continued

Comfort and Convenience (Continued)

and passenger door bins * Carpeted cargo floor, plastic trunk lid/rear cargo door, cargo tie downs, cargo light, tire inflator

Seating and Interior

Seating capacity of 7 * Bucket front seats with adjustable anti-whiplash head restraints with tilt, driver and passenger armrests * 4-way adjustable driver seat * 4-way adjustable passenger seat * Full folding bench 2nd row seat with fold forward seatback, reclining fore/aft, 2 adjustable rear head restraints * 3rd row seat 60-40 folding split-bench fold into floor with reclining fold into floor, 3 fixed 3rd row head restraints * Cloth faced front seats with plastic back material * Cloth faced rear seats with plastic back material * Cloth faced 3rd row seats with carpet back material * Vinyl door trim insert, full cloth headliner, full carpet floor covering, simulated wood instrument panel insert, urethane gear shift knob, simulated wood door panel insert, chrome interior accents

Exterior Features

Rear lip spoiler, side impact beams, galvanized steel/aluminum body material * Black bodyside molding * Black side window moldings, black front windshield molding * Black door handles * Chrome grille * 4 doors with sliding rear driver's side door, sliding rear passenger's side door liftgate rear cargo door * Trailer sway control * Driver and passenger power remote black heated folding outside mirrors * Front and rear body-colored bumpers, with rear step * Aero-composite halogen headlamps with multiple headlamps, delay-off feature * Additional exterior lights include remote activated perimeter/approach lights * Clearcoat monotone paint

Warranty

| | | | |
|-----------------------|------------------------|---------------------|------------------------|
| Basic | 36 month/36,000 miles | Powertrain | 60 month/100,000 miles |
| Corrosion Perforation | 60 month/100,000 miles | Roadside Assistance | 60 month/100,000 miles |

Dimensions and Capacities

| | | | |
|-----------------------|--------------------|-----------------------|-------------------------|
| Output | 283 hp @ 6,400 rpm | Torque | 260 lb.-ft. @ 4,400 rpm |
| Drag coefficient | 0.33 | 1st gear ratio | 4.127 |
| 2nd gear ratio | 2.842 | 3rd gear ratio | 2.283 |
| 4th gear ratio | 1.452 | 5th gear ratio | 1.000 |
| 6th gear ratio | 0.690 | Reverse gear ratio | 3.214 |
| City/hwy | 17 mpg/25 mpg | Curb weight | 4,321 lbs. |
| GVWR | 6,050 lbs. | Front GAWR | 2,950 lbs. |
| Rear GAWR | 3,100 lbs. | Towing capacity | 3,600 lbs. |
| Front legroom | 40.7 " | Rear legroom | 36.5 " |
| Third legroom | 32.7 " | Front headroom | 39.8 " |
| Rear headroom | 39.3 " | Third headroom | 37.9 " |
| Front hiproom | 58.4 " | Rear hiproom | 65.0 " |
| Third hiproom | 48.7 " | Front shoulder room | 63.7 " |
| Rear shoulder room | 64.1 " | Third shoulder room | 62.0 " |
| Passenger area volume | 163.5 cu.ft. | Length | 202.8 " |
| Body width | 78.7 " | Body height | 67.9 " |
| Wheelbase | 121.2 " | Front track | 65.6 " |
| Rear track | 64.8 " | Turning radius | 19.6 ' |
| Fuel tank | 20.0 gal. | Interior cargo volume | 33.0 cu.ft. |

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary.

Not all buyers or lessees will qualify for the lowest APR or Lease payment and may vary according to creditworthiness. Contact dealer to see if you qualify, to determine your actual price, APR, and monthly payment. Dealer participation may affect savings; residency and other mileage restrictions may apply. The estimates may not include the cost of transportation and handling charges, taxes, title/documentary fees, registration, tags, dealer prep, labor and installation charges, insurance, optional equipment and accessories, certificate of compliance or non-compliance fees, or finance charges. Lease estimates may not include any additional amount due at delivery, first payment or security deposit. Reference DX05102746 11/25/2014

STANDARD EQUIPMENT Continued

Dimensions and Capacities (Continued)

| | | | |
|------------------------------------|-------------|-------------------------------|--------------|
| Interior cargo volume seats folded | 83.3 cu.ft. | Interior maximum cargo volume | 143.8 cu.ft. |
|------------------------------------|-------------|-------------------------------|--------------|

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary.

Not all buyers or lessees will qualify for the lowest APR or Lease payment and may vary according to creditworthiness. Contact dealer to see if you qualify, to determine your actual price, APR, and monthly payment. Dealer participation may affect savings; residency and other mileage restrictions may apply. The estimates may not include the cost of transportation and handling charges, taxes, title/documentary fees, registration, tags, dealer prep, labor and installation charges, insurance, optional equipment and accessories, certificate of compliance or non-compliance fees, or finance charges. Lease estimates may not include any additional amount due at delivery, first payment or security deposit. Reference DX05102746 11/25/2014

Effective Date: 11/25/2014
Date Printed: January 02, 2015

Page 3
QuoteID: <None>

Prepared For:



Ship To:
LARRY H. MILLER AVONDALE
1010 W PAPAGO FREEWAY
AVONDALE, AZ, 85323

Prepared By:
Administrator
Larry H. Miller Dodge Ram Avondale
10101 W papago Freeway
Avondale, Arizona, 85323
Phone: 623-478-3600
Fax: 623-298-1108

SELECTED EQUIPMENT

2015 Dodge Grand Caravan

FWD Passenger Van AVP/SE (RTKH53)

MSRP

Invoice

| | | | | |
|------------------------------|--|-----|-----------|-----------|
| RTKH53 | Base Vehicle Price (RTKH53) | STD | 21,395.00 | 21,046.00 |
| Packages | | | | |
| 29E | Quick Order Package 29E SE <i>3 Zone Manual Control Front & Rear A/C; 6 Speakers; Body Color Bodyside Molding; Body Color Door Handles; Body Color Sill Applique; Floor Console w/Cupholder; Rear Air Conditioning w/Heater; Sunscreen Glass; (CYC) 2nd Row Buckets w/Fold-In-Floor</i> | OPT | 2,800.00 | 2,492.00 |
| Powertrain | | | | |
| ERB | Engine: 3.6L V6 24V VVT FlexFuel | STD | N/C | N/C |
| DG2 | Transmission: 6-Speed Automatic 62TE | STD | N/C | N/C |
| STDAX | 3.16 Axle Ratio | STD | N/C | N/C |
| Z1A | GVWR: 6,050 lbs | STD | N/C | N/C |
| Wheels & Tires | | | | |
| TU3 | Tires: P225/65R17 BSW Touring | STD | N/C | N/C |
| WFU | Wheels: 17" x 6.5" Steel <i>17" Wheel Covers</i> | STD | N/C | N/C |
| TBT | Compact Spare Tire | OPT | 295.00 | 263.00 |
| Seats & Seat Trim | | | | |
| H7 | Cloth Low-Back Bucket Seats | STD | N/C | N/C |
| CYC | 2nd Row Buckets w/Fold-In-Floor <i>2 Row Stow 'N Go w/Tailgate Seats; Easy Clean Floor Mats</i> | INC | Included | Included |

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary.

Not all buyers or lessees will qualify for the lowest APR or Lease payment and may vary according to creditworthiness. Contact dealer to see if you qualify, to determine your actual price, APR, and monthly payment. Dealer participation may affect savings; residency and other mileage restrictions may apply. The estimates may not include the cost of transportation and handling charges, taxes, title/documentary fees, registration, tags, dealer prep, labor and installation charges, insurance, optional equipment and accessories, certificate of compliance or non-compliance fees, or finance charges. Lease estimates may not include any additional amount due at delivery, first payment or security deposit. Reference DX05102746 11/25/2014

Effective Date: 11/25/2014
Date Printed: January 02, 2015

Page 4
QuoteID: <None>

SELECTED EQUIPMENT Continued

| | | | MSRP | Invoice |
|---|----------------------------------|-----|--------------------|--------------------|
| Other Options | | | | |
| SDC | Touring Suspension | STD | N/C | N/C |
| APA | Monotone Paint Application | STD | N/C | N/C |
| RES | Radio: Uconnect 130 AM/FM/CD/MP3 | STD | N/C | N/C |
| Interior Colors For : Primary w/SE | | | | |
| X1 | Black/Light Graystone | OPT | N/C | N/C |
| Primary Colors For : Primary w/SE | | | | |
| PW7 | Bright White Clearcoat | OPT | N/C | N/C |
| Vehicle Subtotal | | | \$24,490.00 | \$23,801.00 |
| Destination | | | \$995.00 | \$995.00 |
| Vehicle Subtotal (Including Destination) | | | \$25,485.00 | \$24,796.00 |

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary.

Not all buyers or lessees will qualify for the lowest APR or Lease payment and may vary according to creditworthiness. Contact dealer to see if you qualify, to determine your actual price, APR, and monthly payment. Dealer participation may affect savings; residency and other mileage restrictions may apply. The estimates may not include the cost of transportation and handling charges, taxes, title/documentary fees, registration, tags, dealer prep, labor and installation charges, insurance, optional equipment and accessories, certificate of compliance or non-compliance fees, or finance charges. Lease estimates may not include any additional amount due at delivery, first payment or security deposit. Reference DX05102746 11/25/2014

Effective Date: 11/25/2014
Date Printed: January 02, 2015

Page 5
QuoteID: <None>

Prepared For:**Ship To:**

LARRY H. MILLER AVONDALE
1010 W PAPAGO FREEWAY
AVONDALE, AZ, 85323

Prepared By:

Administrator
Larry H. Miller Dodge Ram Avondale
10101 W papago Freeway
Avondale, Arizona, 85323
Phone: 623-478-3600
Fax: 623-298-1108

DIMENSIONS & CAPACITIES**2015 Dodge Grand Caravan****FWD Passenger Van AVP/SE (RTKH53)**

| | |
|-----------------------------|-------------------------|
| Output | 283 hp @ 6,400 rpm |
| Torque | 260 lb.-ft. @ 4,400 rpm |
| Drag coefficient | 0.33 |
| 1st gear ratio | 4.127 |
| 2nd gear ratio | 2.842 |
| 3rd gear ratio | 2.283 |
| 4th gear ratio | 1.452 |
| 5th gear ratio | 1.000 |
| 6th gear ratio | 0.690 |
| Reverse gear ratio | 3.214 |
| City/hwy | 17 mpg/25 mpg |
| Curb weight | 4,321 lbs. |
| GVWR | 6,050 lbs. |
| Front GAWR | 2,950 lbs. |
| Rear GAWR | 3,100 lbs. |
| Towing capacity | 3,600 lbs. |
| Front legroom | 40.7 " |
| Rear legroom | 36.5 " |
| Third legroom | 32.7 " |
| Front headroom | 39.8 " |
| Rear headroom | 39.3 " |
| Third headroom | 37.9 " |
| Front hiproom | 58.4 " |
| Rear hiproom | 65.0 " |
| Third hiproom | 48.7 " |
| Front shoulder room | 63.7 " |
| Rear shoulder room | 64.1 " |
| Third shoulder room | 62.0 " |
| Passenger area volume | 163.5 cu.ft. |
| Length | 202.8 " |
| Body width | 78.7 " |
| Body height | 67.9 " |
| Wheelbase | 121.2 " |
| Front track | 65.6 " |

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary.

Not all buyers or lessees will qualify for the lowest APR or Lease payment and may vary according to creditworthiness. Contact dealer to see if you qualify, to determine your actual price, APR, and monthly payment. Dealer participation may affect savings; residency and other mileage restrictions may apply. The estimates may not include the cost of transportation and handling charges, taxes, title/documentary fees, registration, tags, dealer prep, labor and installation charges, insurance, optional equipment and accessories, certificate of compliance or non-compliance fees, or finance charges. Lease estimates may not include any additional amount due at delivery, first payment or security deposit. Reference DX05102746 11/25/2014

Effective Date: 11/25/2014

Date Printed: January 02, 2015

Page 6

QuoteID: <None>

DIMENSIONS & CAPACITIES Continued

| | |
|--|--------------|
| Rear track | 64.8 " |
| Turning radius | 19.6 ' |
| Fuel tank | 20.0 gal. |
| Interior cargo volume | 33.0 cu.ft. |
| Interior cargo volume seats folded | 83.3 cu.ft. |
| Interior maximum cargo volume | 143.8 cu.ft. |

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary.

Not all buyers or lessees will qualify for the lowest APR or Lease payment and may vary according to creditworthiness. Contact dealer to see if you qualify, to determine your actual price, APR, and monthly payment. Dealer participation may affect savings; residency and other mileage restrictions may apply. The estimates may not include the cost of transportation and handling charges, taxes, title/documentary fees, registration, tags, dealer prep, labor and installation charges, insurance, optional equipment and accessories, certificate of compliance or non-compliance fees, or finance charges. Lease estimates may not include any additional amount due at delivery, first payment or security deposit. Reference DX05102746 11/25/2014

Effective Date: 11/25/2014
Date Printed: January 02, 2015

Page 7
QuoteID: <None>

Prepared For:



Ship To:

LARRY H. MILLER AVONDALE
1010 W PAPAGO FREEWAY
AVONDALE, AZ, 85323

Prepared By:

Administrator
Larry H. Miller Dodge Ram Avondale
10101 W papago Freeway
Avondale, Arizona, 85323
Phone: 623-478-3600
Fax: 623-298-1108

WARRANTY

2015 Dodge Grand Caravan

FWD Passenger Van AVP/SE (RTKH53)

| | Months/Distance |
|-----------------------------|------------------------|
| Basic | 36 month/36,000 miles |
| Powertrain | 60 month/100,000 miles |
| Corrosion Perforation | 60 month/100,000 miles |
| Roadside Assistance | 60 month/100,000 miles |

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary.

Not all buyers or lessees will qualify for the lowest APR or Lease payment and may vary according to creditworthiness. Contact dealer to see if you qualify, to determine your actual price, APR, and monthly payment. Dealer participation may affect savings; residency and other mileage restrictions may apply. The estimates may not include the cost of transportation and handling charges, taxes, title/documentary fees, registration, tags, dealer prep, labor and installation charges, insurance, optional equipment and accessories, certificate of compliance or non-compliance fees, or finance charges. Lease estimates may not include any additional amount due at delivery, first payment or security deposit. Reference DX05102746 11/25/2014

Effective Date: 11/25/2014
Date Printed: January 02, 2015

Page 8
QuoteID: <None>



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

1400 E. Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
112514**

BID DUE DATE: January 07, 2015

TIME: 11:00 AM

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

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

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

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

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

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

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

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

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

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

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

Date: _____

Signed: _____
Michael A. Pastor, Chairman, Board of Supervisors

Date: _____

Minimum Specifications continued...

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

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

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

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

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:
Berge Ford
460 E. Auto Center DR. Mesa, AZ. 85204-6500
480-497-7527 / 480-241-9249 Cell
2. Has Vendor (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 reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
 - a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - b. Gila County reserves the right to request additional information.


 Signature of Authorized Person to Sign

Richard Lewis
 Printed Name

Government Fleet Sales Manager
 Title

PRICE SHEET

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

(Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015, Ford , Transit Connect XLT Long Wheel Base 7 Passenger

| MINIMUM SPECIFICATIONS Up to Three (3) New 6/7 Passenger Mini-Vans | | MEETS MINIMUM SPECIFICATIONS | |
|---|------------------------------|---------------------------------|----|
| | | YES | NO |
| Exterior: White or Light Color | | X | |
| Interior: Gray or Tan Light Color Cloth Covered Seats | | X | |
| Power Features: | Door Locks | X | |
| | Windows | X | |
| | Mirrors | X | |
| | Driver Seat | X | |
| | Steering | X | |
| Tilt Steering Wheel | | X | |
| Front and Rear A/C & Heat | | X | |
| Dual Sliding Doors | | X | |
| Third Row Bench Seat | (Bucket see attached) | | X |
| Second Row Bucket Seats | (60/40 Bench see attached) | | X |
| Remote Keyless Entry | | X | |
| Cruise Control | | X | |
| AM / FM Clock (CD)Radio | | X | |
| V6 Gas Engine | 2.5L 4cc | | X |
| Automatic Transmission | | | X |
| Tinted Glass | | | X |
| SUB – TOTAL AMOUNT | | \$ 23,484.00 . | |
| OTHER COSTS Delivery | | \$75.00 . | |
| Tire Tax | | \$5.00 | |
| SALES TAX | | \$ 1,890.46 . | |
| TOTAL AMOUNT OF DELIVERED VEHICLE | | \$ 25,454.46 . | |

Non Taxable

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

Date of Delivery: 70-120 Day from date of order

Vendor Name: Berge Ford **Vendor Phone Number:** 480-497-7527 / 480-241-9249
Cell

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa)

(Name of Individual) being first duly sworn, deposes and says:

{Title}

(Name of Business)

That neither he nor anyone associated with the said

(Name of Business)

Name of Business

By

Title

day of

Jan, 20 15

Notary Public

My Commission expires:

5-10-2015

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

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

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



Signature of Authorized Representative

Richard Lewis

Printed Name

Government Fleet Sales Manager

Title

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

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

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

QUALIFICATION & CERTIFICATION FORM

PRICE SHEET

NO COLLUSION AFFADAVIT

LEGAL ARIZONA WORKS ACT COMPLIANCE

OFFER PAGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this 2 day of January, 2015

Berge Ford

VENDOR:

BY: (Signature)

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

OFFER PAGE

TO GILA COUNTY:

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

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

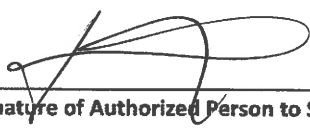
CONTRACT NUMBER: 112514 – UP TO THREE (3) NEW 6/7 PASSENGER MINI-VANS

Firm Submitting Proposal:

Berge Ford
Company Name
460 E. Auto Center DR.
Address
Mesa AZ 85204-6500
City State Zip

For clarification of this offer, contact:

Name: Richard Lewis
Phone No.: 480-497-7527 / 480-241-9249 Cell
Fax Richard Lewis
Email: rlewis@bergeford.com



Signature of Authorized Person to Sign
Richard Lewis
Printed Name
Government Fleet Sales Manager
Title

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

BID NO. 112514

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

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

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

Awarded this _____ day of _____, 20____

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

Transit Connect

Seating Configurations

2015

Transit Connect

Seating Configurations

2-passenger Seating – Van XL, XLT

- Standard driver/front-passenger vinyl bucket seats on XL
- Standard driver/front-passenger cloth bucket seats on XLT

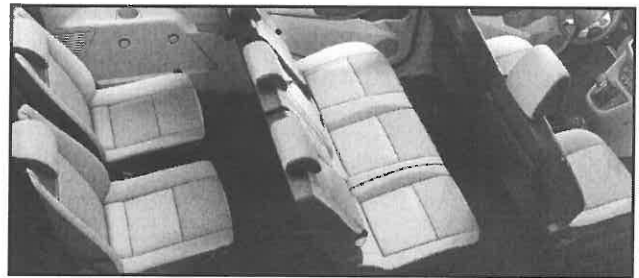
5-passenger Seating – Wagon XLT (SWB)

- Standard driver/front-passenger cloth bucket seats
- Standard 2nd-row 60/40 split removable fold-and-tumble seats (3-passenger)



7-passenger Seating – Wagon XL, XLT (LWB), Titanium

- Standard driver/front-passenger vinyl bucket seats on XL; cloth on XLT; leather-trimmed on Titanium
- Standard 2nd-row 60/40 split-fold-flat seats (3-passenger)
- Standard 3rd-row 2-way fold-flat seats (2-passenger)



| Model | SWB | LWB | 2nd-row Seating | 3rd-row Seating |
|----------------|-----|-----|-----------------|-----------------|
| Van XL | ■ | ■ | NA | NA |
| Van XLT | ■ | ■ | NA | NA |
| Wagon XL | NA | ■ | ■ | ■ |
| Wagon XLT | ■ | ■ | ■ (SWB/LWB) | ■ (LWB) |
| Wagon Titanium | NA | ■ | ■ | ■ |

NOTE: Please see the Major Product Summary pages and/or the Dealer Ordering Guide for availability.

April 2014

esourcebook.dealerconnection.com

RE&T: 2015 Source Book

2015

Transit Connect

Technical Specifications cont'd

BODY

| | |
|-------------------------|-----------------|
| Construction | Steel unibody |
| Final Assembly Location | Valencia, Spain |

POWERTRAIN AND CHASSIS**ENGINE**

| | |
|-----------------------------------|--|
| Type | 2.5L Duratec I-4 |
| Manufacturing Location | Chihuahua, Mexico |
| Configuration | Aluminum block and head |
| Intake Manifold | Nylon (PA6 GF30) |
| Exhaust Manifold | Cast Iron |
| Crankshaft | Cast iron |
| Redline | 6500 rpm |
| Idle Speed in Drive | 700 rpm |
| Throttle Body | Electronic |
| Valvetrain | DOHC, 4 valves per cylinder, intake variable camshaft timing |
| Cylinder Head Valve Diameter (mm) | Intake 35, Exhaust 30 |
| Pistons | Die-cast aluminum |
| Connecting Rods | Powdered metal |
| Ignition | Electronic |
| Bore (in.) x Stroke (mm) | 3.50 x 3.94/89 x 100 |
| Displacement (cu. in./cc) | 152/2488 |
| Compression Ratio | 9.7:1 |
| Horsepower | 169 @ 6000 rpm |
| Torque | 172 lb.-ft. @ 4500 rpm |
| Fuel Injection | Sequential multiport electronic |
| Oil Capacity (quarts) | 5.7 (with filter) |
| Recommended Oil | 5W-20 |
| Emissions Control | Three-way catalyst |

ENGINE

| | |
|----------------------|-----|
| Federal Standards | Yes |
| California Standards | Yes |

DRIVETRAIN

| | |
|--------|-------------------------|
| Layout | Front-wheel drive (FWD) |
|--------|-------------------------|

NOTE: Please see the Major Product Summary pages and/or the Dealer Ordering Guide for availability.

Transit Connect

Technical Specifications cont'd

2015

| | |
|---|---|
| TRANSMISSION | |
| Standard | 6-speed SelectShift automatic (6F35) |
| GEAR RATIOS | |
| 1st | 4.58:1 |
| 2nd | 2.96:1 |
| 3rd | 1.91:1 |
| 4th | 1.45:1 |
| 5th | 1.00:1 |
| 6th | 0.75:1 |
| Reverse | 2.94:1 |
| Final Drive | 3.21:1 (2.5L/6-speed Auto Van) |
| SUSPENSION | |
| Front | Independent MacPherson strut suspension with stabilizer bar |
| Rear | Twist-beam rear with stabilizer bar |
| STEERING | |
| Type | Electric power-assisted |
| Steering Column | Manual tilt/telescoping |
| Turning Diameter (curb-to-curb) (feet) | 36.1 SWB/40.0 LWB |
| BRAKES | |
| Type | 4-wheel power front disc and rear disc Anti-Lock Braking System (ABS) |
| Front | Disc |
| Rear | Disc |
| Power Assist | Yes |
| WHEELS AND TIRES | |
| Wheels | 16" wheels |
| Tires | 215/55R16 AS |
| FUEL ECONOMY — 2015 EPA-estimated Rating (city/hwy./combined <i>mpg</i>)⁽¹⁾ | |
| 1.6L EcoBoost I-4 — Van | 22/30/25 |
| 1.6L EcoBoost I-4 — Wagon | 22/ 30 /25 |
| 2.5L IVCT I-4 — Van | 21/29/24 |
| 2.5L IVCT I-4 — Wagon | 20/28/23 |

(1) Actual mileage will vary.

NOTE: Please see the Major Product Summary pages and/or the Dealer Ordering Guide for availability.

Revised August 2014

esourcebook.dealerconnection.com

RE&T: 2015 Source Book

==>

Dealer: F71175

2015 TRANSIT CONNECT

Page: 1 of 1

Order No: 8585 Priority: C1 Ord FIN: QA521 Order Type: 5B Price Level: 520
Ord Code: 210A Cust/Flt Name: GILA COUNTY PO Number:

| | RETAIL | DLR INV | | RETAIL | DLR INV | |
|------|------------------|---------|------------|--------------------------|---------|----------|
| S9F | TRANCON-WGN-XLT | \$26710 | \$24907.00 | PRICED DORA | NC | NC |
| | .121 WHEELBASE | | | DEST AND DELIV | 995 | 995.00 |
| Z2 | FROZEN WHITE | | | TOTAL BASE AND OPTIONS | 27705 | 24513.64 |
| 7 | CLOTH SEATS | | | TOTAL | 27705 | 24513.64 |
| L | MEDIUM STONE | | | *THIS IS NOT AN INVOICE* | | |
| 210A | ORDER CODE | | | | | |
| 997 | .2.5L ENGINE | NC | NC | | | |
| 446 | .6 SPD AUTO TRAN | NC | NC | | | |
| T55 | P215/55R16 BSW | | | | | |
| 20P | 5280# GVWR | | | | | |
| 425 | 50 STATE EMISS | NC | NC | | | |
| | SP DLR ACCT ADJ | | (1068.00) | | | |
| | SP FLT ACCT CR | | (334.00) | | | |
| | FUEL CHARGE | | 6.64 | | | |
| B4A | NET INV FLT OPT | NC | 7.00 | | | |

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC20305

GILA COUNTY
NOTICE OF INVITATION FOR BID

BID NO. 112514

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



BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

COUNTY MANAGER
Don E. McDaniel Jr.



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

1400 E. Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
112514**

BID DUE DATE: January 07, 2015

TIME: 11:00 AM

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

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

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

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

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

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

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

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

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

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

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

Date: _____

Signed: _____
Michael A. Pastor, Chairman, Board of Supervisors

Date: _____

TABLE OF CONTENTS

| CONTENT | PAGE |
|---|-------|
| Solicitation..... | 1 |
| Scope of Work..... | 3 |
| Exhibit "A"; Instructions to Vendors..... | 4-6 |
| Preparation of Sealed Bid | 4 |
| Amendments | 4-5 |
| Inquiries..... | 5 |
| Late Proposals..... | 5 |
| Submittal Bid Format..... | 5-6 |
| General Terms and Conditions | 7-10 |
| Award of Contract | 7 |
| Protests..... | 7 |
| Laws & Ordinances | 8 |
| Exhibit "B" Contract Award Agreement..... | 8-10 |
| Overcharges by Antitrust Violations..... | 8 |
| Authority to Contract | 8 |
| Contract Amendments | 8 |
| Contract Default | 8-9 |
| Right to Assurance..... | 9 |
| Costs & Payments..... | 9 |
| Co-op Intergovernmental Purchasing Agreement | 9 |
| Cancellation of County Contracts | 9 |
| Termination of Contract | 9-10 |
| Exhibit "C"; Minimum Product Specifications/Information | 11-12 |
| Section 1.0; General Purpose | 11 |
| Section 2.0; Bid Pricing | 11 |
| Section 3.0; Order and Delivery..... | 11-12 |
| Qualification and Certification Form | 12 |
| Price Sheet..... | 13-14 |
| No Collusion Affidavit..... | 15 |
| Legal Arizona Workers Act Compliance | 16 |
| Bidders Checklist & Addenda Acknowledgment | 17 |
| Offer Page | 18 |
| Acceptance of Offer Page | 19 |

GENERAL SCOPE

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

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

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

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

INSTRUCTIONS TO VENDORS

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

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid Proposal

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

Amendments

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

Instructions to Vendors continued...

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

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

Inquiries

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

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

Late Bids

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

Submittal Bid Format:

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

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

Instructions to Vendors continued...

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

All bids shall be submitted in a sealed envelope:

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

GENERAL TERMS AND CONDITIONS

Award of Contract

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

Protests

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

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

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

General Terms & Conditions continued...

Laws and Ordinances

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

EXHIBIT "B" VENDOR AWARD AGREEMENT

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

Overcharges by Antitrust Violations

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

Authority to Contract

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

Contract Amendments

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

Contract Default

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

General Terms & Conditions continued...

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

Right to Assurance

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

Costs and Payments

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

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

General Terms & Conditions continued...

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

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

General

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

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 112514

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

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

SECTION 1.0

General:

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

SECTION 2.0

Bid Pricing:

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

SECTION 3.0

Ordering and Delivery:

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

Minimum Specifications continued...

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

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

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

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

The applicant submitting this Bid Proposal warrants the following:

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

CHAPMAN ADD CENTER
100 N. BEELINE HWY
PAUSA AZ 85541

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

3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.

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

5. Vendor must also provide at least the following information:

- a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 b. Gila County reserves the right to request additional information.


 Signature of Authorized Person to Sign

Lynne Waters
 Printed Name

SALES + LEASING
 Title

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

(Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 DODGE CARAVAN SE

| MINIMUM SPECIFICATIONS Up to Three (3) New 6/7 Passenger Mini-Vans | MEETS MINIMUM SPECIFICATIONS | |
|---|------------------------------|----|
| | YES | NO |
| Exterior: White or Light Color | X | |
| Interior: Gray or Tan Light Color Cloth Covered Seats | X | |
| Power Features: Door Locks | X | |
| Windows | X | |
| Mirrors | X | |
| Driver Seat | | X |
| Steering | X | |
| Tilt Steering Wheel | X | |
| Front and Rear A/C & Heat | X | |
| Dual Sliding Doors | X | |
| Third Row Bench Seat | X | |
| Second Row Bucket Seats | X | |
| Remote Keyless Entry | X | |
| Cruise Control | X | |
| AM / FM Clock (CD) Radio | X | |
| V6 Gas Engine | X | |
| Automatic Transmission | X | |
| Tinted Glass | X | |
| SUB - TOTAL AMOUNT | \$ 24,258 . | |
| OTHER COSTS | \$ 393 . | |
| SALES TAX | \$ 2,115.30 . | |
| TOTAL AMOUNT OF DELIVERED VEHICLE | \$ 26,766.30 . | |

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.Date of Delivery: ONE AVAILABLE - IF need to ORDER more
Plan 6-week Delivery from factory.Vendor Name: Chapman Auto CenterVendor Phone Number: 928-978-3930

**AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF:)

Lynn Waters
(Name of Individual) being first duly sworn, deposes and says:

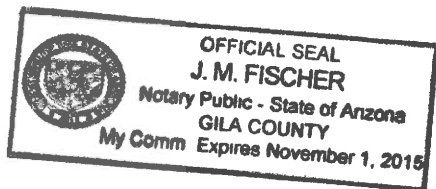
That he is Sales & Leasing
(Title)
of Chapman Auto Center LLC and
(Name of Business)

That he is bidding on **Gila County Bid No. 112514 – UP TO THREE (3) NEW 6/7 PASSENGER MINI-VANS** and,

That neither he nor anyone associated with the said Chapman Auto Center
(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.

Chapman Auto Center
Name of Business
Lynn Waters
By
Sales & Leasing
Title



Subscribed and sworn to before me this 6 day of JANUARY, 2015.

J. M. Fischer
Notary Public

My Commission expires:

11/1/15

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

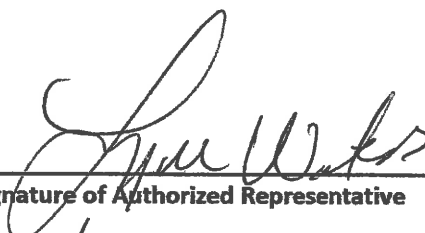
County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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


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

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


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



Signature of Authorized Representative



Printed Name



Title

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

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

CHECKLIST:

REQUIRED DOCUMENTCOMPLETED / EXECUTED

QUALIFICATION & CERTIFICATION FORM

PRICE SHEET

NO COLLUSION AFFIDAVIT

LEGAL ARIZONA WORKS ACT COMPLIANCE

OFFER PAGE

✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

Initials

Date

#1

1-6-15

#2

1-6-15

#3

1-6-15

#4

1-6-15

#5

1-6-15

Signed and dated this 6 day of JANUARY, 2015

VENDOR:

BY: (Signature)

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

OFFER PAGE**TO GILA COUNTY:**

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

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

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

Firm Submitting Proposal:

Chapman Automotive
Company Name

100 N. Beeline Hwy
Address

Payson AZ 85541
City State Zip

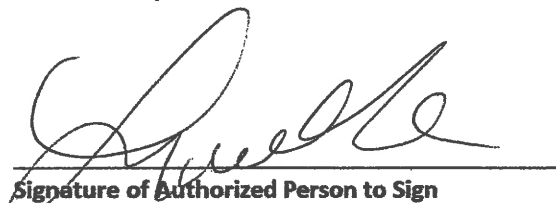
For clarification of this offer, contact:

Name: Lynn Waters

Phone No.: 928-978-3930

Fax 928-472-4445

Email: lynnwaters@chapmanchoice.ca


Signature of Authorized Person to Sign

Lynn Waters
Printed Name

Sales & Leasing
Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

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

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

Awarded this _____ day of _____, 20____

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

2015 Retail Dodge Grand Caravan 4dr Wgn SE Plus RTKH53

PRICING SUMMARY

PRICING SUMMARY - 2015 Retail RTKH53 4dr Wgn SE Plus

Base Price

Total Options:

Vehicle Subtotal

Advert/Adjustments

Destination Charge

GRAND TOTAL

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 363.0, Data updated 12/2/2014
© Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.

Customer File:

2015 Retail Dodge Grand Caravan 4dr Wgn SE Plus RTKH53

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2015 Retail RTKH53 4dr Wgn SE Plus

| <u>Code</u> | <u>Description</u> |
|-------------|--|
| RTKH53 | 2015 Dodge Grand Caravan 4dr Wgn SE Plus |

SELECTED VEHICLE COLORS - 2015 Retail RTKH53 4dr Wgn SE Plus

| <u>Code</u> | <u>Description</u> |
|-------------|---|
| - | Interior: No color has been selected. |
| - | Exterior 1: No color has been selected. |
| - | Exterior 2: No color has been selected. |

SELECTED OPTIONS - 2015 Retail RTKH53 4dr Wgn SE Plus

CATEGORY

| <u>Code</u> | <u>Description</u> |
|--------------|--|
| ENGINE | |
| ERB | ENGINE: 3.6L V6 24V VVT FLEXFUEL (STD) |
| TRANSMISSION | |
| DG2 | TRANSMISSION: 6-SPEED AUTOMATIC 62TE (STD) |
| CPOS PKG | |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 363.0, Data updated 12/2/2014
© Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.

Customer File:

2015 Retail Dodge Grand Caravan 4dr Wgn SE Plus RTKH53

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Retail RTKH53 4dr Wgn SE Plus

CATEGORY

| <u>Code</u> | <u>Description</u> |
|----------------------------|--|
| CPOS PKG 29Q | QUICK ORDER PACKAGE 29Q SE PLUS -inc: Engine: 3.6L V6 24V VVT FlexFuel, Transmission: 6-Speed Automatic 62TE, Premium Cloth Bucket Seats, Leather Wrapped Shift Knob, 2nd Row Power Windows, Rear View Auto Dim Mirror w/Microphone, Rear Air Conditioning w/Heater, 6 Speakers, Body Color Door Handles, Floor Console w/Cupholder, Uconnect Voice Command w/Bluetooth, Instrument Panel w/Piano Black Applique, Bluetooth Streaming Audio, 3 Zone Manual Control Front & Rear A/C, Body Color Bodyside Molding, 1-Yr SIRIUSXM Radio Service, Leather Wrapped Steering Wheel, Body Color Exterior Mirrors, Highline Door Trim Panel, Sunscreen Glass, Premium Interior Accents, Easy Clean Floor Mats, 2 Row Stow 'N Go w/Tailgate Seats, Power Quarter Vented Windows, Front & Rear Power Windows w/Front 1-Touch, Remote USB Port, Body Color Sill Applique |
| WHEELS WGB | WHEELS: 17" X 6.5" PAINTED ALUMINUM (STD) |
| PRIMARY PAINT PW7 | BRIGHT WHITE CLEARCOAT |
| PAINT SCHEME — | STANDARD PAINT |
| SEAT TYPE N7X9 | BLACK, PREMIUM CLOTH BUCKET SEATS |
| SEATING ARRANGEMENT CYC | 2ND ROW BUCKETS W/FOLD-IN-FLOOR -inc: Easy Clean Floor Mats, 2 Row Stow 'N Go w/Tailgate Seats (STD) |
| OPTIONS TOTAL | |

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 363.0, Data updated 12/2/2014
© Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.

Customer File:

2015 Retail Dodge Grand Caravan 4dr Wgn SE Plus RTKH53

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Retail RTKH53 4dr Wgn SE Plus

ENTERTAINMENT

- Radio: Uconnect 130 AM/FM/CD/MP3
- Radio w/Seek-Scan, Clock and Aux Audio Input Jack
- Fixed Antenna
- Steering Wheel Mounted Audio Controls

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 363.0, Data updated 12/2/2014
© Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.

Customer File:

2015 Retail Dodge Grand Caravan 4dr Wgn SE Plus RTKH53

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Retail RTKH53 4dr Wgn SE Plus

EXTERIOR

- Wheels: 17" x 6.5" Painted Aluminum
- Tires: P225/65R17 BSW Touring
- 6.5" Steel Wheels
- 17" Wheel Covers
- Spare Tire Inflator
- Clearcoat Paint
- Body-Colored Front Bumper
- Body-Colored Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Power Heated Side Mirrors w/Manual Folding
- Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
- Variable Intermittent Wipers
- Galvanized Steel/Aluminum Panels
- Lip Spoiler
- Chrome Grille
- Sliding Rear Doors
- Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Aero-Composite Halogen Daytime Running Headlamps w/Delay-Off
- Perimeter/Approach Lights
- LED Brakelights

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 363.0, Data updated 12/2/2014
© Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.

Customer File:

2015 Retail Dodge Grand Caravan 4dr Wgn SE Plus RTKH53

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Retail RTKH53 4dr Wgn SE Plus

INTERIOR

- 2nd Row Buckets w/Fold-In-Floor -inc: Easy Clean Floor Mats, 2 Row Stow 'N Go w/Tailgate Seats
- Cloth Bucket Front Seats
- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Front Facing Manual Reclining Cloth Rear Seat w/Manual Fore/Aft
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
- 7 Person Seating Capacity
- Fixed 60-40 Split-Bench Cloth 3rd Row Seat Manual Recline, Manual Fold Into Floor and 3 Fixed Head Restraints
- Rear Cupholder
- Valet Function
- Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Panic Button
- Cruise Control w/Steering Wheel Controls
- 3 Zone Manual Control Front & Rear A/C
- Rear Air Conditioning w/Heater
- HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
- Locking Glove Box
- Driver Foot Rest
- Full Cloth Headliner
- Vinyl Door Trim Insert
- Interior Trim -inc: Simulated Wood Door Panel Insert and Chrome Interior Accents
- Day-Night Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 363.0, Data updated 12/2/2014
© Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.

Customer File:

2015 Retail Dodge Grand Caravan 4dr Wgn SE Plus RTKH53

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Retail RTKH53 4dr Wgn SE Plus

- Mini Overhead Console w/Storage, Conversation Mirror and 4 12V DC Power Outlets
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Carpet Floor Covering
- Carpet Floor Trim
- Cargo Features -inc: Spare Tire Inflator
- Cargo Space Lights
- Instrument Panel Bin, Covered Dashboard Storage, Interior Concealed Storage, Driver And Passenger Door Bins
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Power 1st Row Windows
- Trip Computer
- Outside Temp Gauge
- Analog Display
- Manual Anti-Whiplash w/Tilt Front Head Restraints
- Driver And Front Passenger Armrests
- 2 Seatback Storage Pockets
- Sentry Key Engine Immobilizer
- 4 12V DC Power Outlets
- Air Filtration

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 363.0, Data updated 12/2/2014
© Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.

Customer File:

2015 Retail Dodge Grand Caravan 4dr Wgn SE Plus RTKH53

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Retail RTKH53 4dr Wgn SE Plus

MECHANICAL

- Engine: 3.6L V6 24V VVT FlexFuel
- Transmission: 6-Speed Automatic 62TE
- 3.16 Axle Ratio
- Touring Suspension
- GVWR: 6,050 lbs
- Transmission w/Driver Selectable Mode, AUTOSTICK Sequential Shift Control and Oil Cooler
- Front-Wheel Drive
- Engine Oil Cooler
- 730CCA Maintenance-Free Battery w/Run Down Protection
- 160 Amp Alternator
- Towing w/Trailer Sway Control
- Gas-Pressurized Shock Absorbers
- Front Anti-Roll Bar
- Hydraulic Power-Assist Steering
- 20 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Strut Front Suspension w/Coil Springs
- Torsion Beam Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 363.0, Data updated 12/2/2014
© Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.

Customer File:

2015 Retail Dodge Grand Caravan 4dr Wgn SE Plus RTKH53

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Retail RTKH53 4dr Wgn SE Plus

SAFETY

- Electronic Stability Control (ESC)
- ABS And Driveline Traction Control
- Side Impact Beams
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st, 2nd And 3rd Row Airbags
- Airbag Occupancy Sensor
- Driver Knee Airbag
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 363.0, Data updated 12/2/2014
© Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.

Customer File:



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-2962

Consent Agenda Item 5. A.

Regular BOS Meeting

| | | | |
|-------------------------|---|-------------------|----------------|
| <u>Meeting Date:</u> | 02/03/2015 | | |
| <u>Submitted For:</u> | Malissa Buzan | | |
| <u>Submitted By:</u> | Leitha Griffin, Administrative Assistant, Community Services Division | | |
| <u>Department:</u> | Community Services Division | <u>Division:</u> | Administration |
| <u>Fiscal Year:</u> | July 1, 2014 through June 30, 2015 | <u>Budgeted?:</u> | Yes |
| <u>Contract Dates</u> | July 6, 2010 | <u>Grant?:</u> | Yes |
| <u>Begin & End:</u> | | | |
| <u>Matching</u> | No | <u>Fund?:</u> | Renewal |
| <u>Requirement?:</u> | | | |

Information

Request/Subject

Amendment No. 13 to an Intergovernmental Agreement (Contract No. DE111073001) with Arizona Department of Economic Security.

Background Information

Contract No. DE111073001 was approved by the Board of Supervisors on July 6, 2010.
Amendment No. 1 was approved by the Board of Supervisors on May 3, 2011.
Amendment No. 2 was approved by the Board of Supervisors on June 7, 2011.
Amendment No. 3 was approved by the Board of Supervisors on November 15, 2011.
Amendment No. 4 was approved by the Board of Supervisors on June 26, 2012.
Amendment No. 5 was approved by the Board of Supervisors on August 7, 2012.
Amendment No. 6 was approved by the Board of Supervisors on November 13, 2012.
Amendment No. 7 was approved by the Board of Supervisors on January 22, 2013.
Amendment No. 8 was approved by the Board of Supervisors on June 25, 2013.
Amendment No. 9 was approved by the Board of Supervisors on October 22, 2013.
Amendment No. 10 was approved by the Board of Supervisors on June 24, 2014.
Amendment No. 11 was approved by the Board of Supervisors on August 8, 2014.
Amendment No. 12 was approved by the Board of Supervisors on November 18, 2014.

Evaluation

The purpose of Amendment No. 13 is to increase the reimbursement ceiling for the service Community Services from \$162,388 to \$172,388, which is an increase of \$10,000 in Community Services Block Grant Discretionary Emergency Assistance funds for the use of shelter and food. The cumulative reimbursement ceiling for the contract period July 1, 2010, through June 30, 2015, is \$2,823,746.13.

Conclusion

By approving Amendment No 13, the reimbursement ceiling for Community Services will increase by \$10,000 to Contract No. DE111073001 with Arizona Department of Economic Security.

Recommendation

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

Suggested Motion

Approval of Amendment No. 13 to an Intergovernmental Agreement (Contract No. DE111073001) between the Arizona Department of Economic Security and the Gila County Division of Community Services increasing the funding for the service "Community Services" from \$162,388 to \$172,388 for the contract period July 1, 2014, through June 30, 2015.

Attachments

Amendment No. 13
Amendment No. 12
Amendment No. 11
Amendment No. 10
Amendment No. 9

Amendment No. 8

Amendment No. 7

Amendment No. 6

Amendment No. 5

Amendment No. 4

Amendment No. 3

Amendment No. 2

Amendment No. 1

Contract No. DE111073001

Legal Explanation



Intergovernmental Agreement CONTRACT AMENDMENT

| | |
|---|---|
| 1. CONTRACTOR (Name and address) Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501 | 2. CONTRACT ID NUMBER DE111073001 3. AMENDMENT NUMBER 13 |
|---|---|

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2014 through June 30, 2015:

The reimbursement ceiling for the service Community Services is increased from \$162,388 to \$172,388. This is an increase of \$10,000 in CSBG Discretionary Emergency Assistance funds for the use of shelter and food.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is \$2,823,746.13.

Therefore, the Itemized Service Budget for the service of Community Services (Attachment B) is revised and attached.

| | |
|---|--|
| 5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT. | |
| 6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY | 7. NAME OF CONTRACTOR Gila County Division of Health and Community Services |
| SIGNATURE OF AUTHORIZED INDIVIDUAL | SIGNATURE OF AUTHORIZED INDIVIDUAL |
| TYPED NAME Najwa Stuck | TYPED NAME Michael A. Pastor |
| TITLE Procurement Manager | TITLE Chairman, Board of Supervisors |
| DATE | DATE |

IN ACCORDANCE WITH ARS §11-852 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

Date: _____

By: _____
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
Date: _____

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Community Services (CSV-CAP)

Contract Period: 07/01/2014 - 06/30/2015

1. PERSONNEL

| Number of Positions | FTE Level | Position Title | Total Salary for the Contract Period | TOTAL SERVICE | |
|------------------------|-----------|-----------------------------|--------------------------------------|-------------------|------------------|
| | | | | COST | DES COST |
| 1 | 1.00 | Community Services Director | \$80,020 | \$ 40,010 | \$ 24,763 |
| 1 | 1.00 | Senior Accounting Clerk | \$34,549 | \$ 17,275 | \$ 7,601 |
| 1 | 1.00 | Divisional Fiscal Manager | \$43,160 | \$ 21,580 | \$ 11,940 |
| 1 | 1.00 | Divisional Special Projects | \$32,560 | \$ 16,280 | \$ 7,163 |
| 1 | 1.00 | Divisional Assistant | \$39,125 | \$ 19,563 | \$ 8,608 |
| 1 | 1.00 | Case Manager | \$30,534 | \$ 15,267 | \$ 6,717 |
| 1 | 1.00 | Case Manager | \$29,786 | \$ 14,893 | \$ 6,553 |
| 1 | 1.00 | Clerk | \$22,152 | \$ 11,076 | \$ 4,873 |
| TOTAL PERSONNEL | | | | \$ 155,944 | \$ 78,218 |

2. EMPLOYEE RELATED EXPENSES

| ITEM | BASIS | | | TOTAL | |
|--|-----------------------------------|---|-----------|------------------|------------------|
| | | | | COST | DES COST |
| Health Insurance | \$638.25 per mo x 12 mo X 8 @ 22% | | | \$ 18,961 | \$ 18,961 |
| FICA | 0.0765 | X | \$155,944 | \$ 11,930 | \$ 5,985 |
| Workman's Comp | 0.003 | X | \$155,944 | \$ 468 | \$ 234 |
| Retirement | 0.1475 | X | \$155,944 | \$ 23,002 | \$ 11,501 |
| TOTAL EMPLOYEE RELATED EXPENSES | | | | \$ 54,361 | \$ 36,681 |

3. PROFESSIONAL AND OUTSIDE SERVICES

| ITEM | BASIS | | | TOTAL | |
|--|-------|--|--|-------------|-------------|
| | | | | COST | DES COST |
| N/A | | | | \$ - | \$ - |
| TOTAL PROFESSIONAL AND OUTSIDE SERVICES | | | | \$ - | \$ - |

4. TRAVEL

| ITEM | BASIS | | | TOTAL | |
|---------------------|--|--|--|-----------------|-----------------|
| | | | | COST | DES COST |
| Gas/Vehicles/Maint | \$500 per month x 12 months | | | \$ 6,000 | \$ 2,298 |
| Per Diem | \$25 per day for 20 days for 5 FTE's / Board Members | | | \$ 2,500 | \$ 1,250 |
| TOTAL TRAVEL | | | | \$ 8,500 | \$ 3,548 |

5. SPACE

| ITEM | BASIS | | | TOTAL | |
|--------------------|-------|--|--|-------------|-------------|
| | | | | COST | DES COST |
| N/A | | | | \$ - | \$ - |
| TOTAL SPACE | | | | \$ - | \$ - |

| | | | | |
|----|------------------------|-------|---------------|----------|
| 6. | EQUIPMENT | | | |
| | ITEM | BASIS | TOTAL COST | DES COST |
| | N/A | | \$ - | \$ - |
| | TOTAL EQUIPMENT | | \$ - | \$ - |

| | | | | |
|----|-------------------------------------|-------|---------------|----------|
| 7. | MATERIALS & SUPPLIES | | | |
| | ITEM | BASIS | TOTAL COST | DES COST |
| | N/A | | \$ - | \$ - |
| | TOTAL MATERIALS AND SUPPLIES | | \$ - | \$ - |

| | | | | |
|----|---------------------------------|-------|---------------|----------|
| 8. | OPERATING SERVICES | | | |
| | ITEM | BASIS | TOTAL COST | DES COST |
| | N/A | | \$ - | \$ - |
| | TOTAL OPERATING EXPENSES | | \$ - | \$ - |

| | | | | |
|----|-------------------------------|----------------------------------|---------------|----------|
| 9. | INDIRECT COSTS | | | |
| | ITEM | BASIS | TOTAL COST | DES COST |
| | Indirect Costs to Gila County | 5% of Salary base \$71,567 @100% | \$ 3,911 | \$ 3,911 |
| | TOTAL INDIRECT COSTS | | \$ 3,911 | \$ 3,911 |

| | | | | |
|-----|----------------------------|--|------------|------------|
| 10. | SUBTOTAL ADMIN COST | | \$ 222,716 | \$ 122,338 |
|-----|----------------------------|--|------------|------------|

| | | | | |
|-----|-----------------------------------|-------------------------------|---------------|-----------|
| 11. | VOUCHERS | | | |
| | ITEM | BASIS | TOTAL COST | DES COST |
| | Vouchers - Direct Client Services | Average \$500 x 80 households | \$ 40,000 | \$ 40,000 |
| | Shelter | | \$ 6,704 | \$ 6,704 |
| | Food | | \$ 3,296 | \$ 3,296 |
| | TOTAL VOUCHERS | | \$ 50,000 | \$ 50,000 |

| | | | | |
|-----|--|--|------------|------------|
| 12. | TOTAL SERVICE COST/DES TOTAL COST | | \$ 272,716 | \$ 172,338 |
|-----|--|--|------------|------------|

REVENUE SOURCES:

| | | |
|-----------------------|-------------------|-------------------|
| DES CSV | \$ 150,000 | \$ 172,338 |
| Gila County | \$ 122,716 | |
| TOTAL REVENUE: | \$ 272,716 | \$ 172,338 |

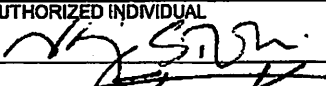
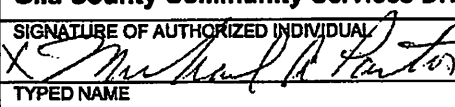
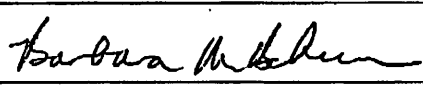
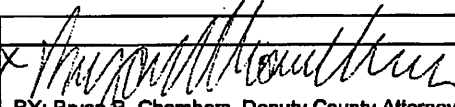
12/3/2014



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement CONTRACT AMENDMENT

| | | |
|---|--|--|
| 1. CONTRACTOR (Name and address) Gila County Community Services Division 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501 | | 2. CONTRACT ID NUMBER DE111073001 |
| | | 3. AMENDMENT NUMBER Twelve (12) |
| 4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to: Funding for the contract period July 1, 2014 through June 30, 2015: The reimbursement ceiling for the service Case Management is increased from \$319,381 to \$344,053. This is an increase of \$24,672. The reimbursement ceiling for the service Community Services is increased from \$150,000 to \$162,338. This is an increase of \$12,338, which includes \$12,338 "Carry Forward" funding. The carry forward funding is not added to the cumulative reimbursement ceiling. The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is \$2,813,746.13. Therefore, the Itemized Service Budget for the services of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached. | | |
| 5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT. | | |
| 6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY | | 7. NAME OF CONTRACTOR Gila County Community Services Division |
| SIGNATURE OF AUTHORIZED INDIVIDUAL  | | SIGNATURE OF AUTHORIZED INDIVIDUAL  |
| TYPED NAME Najwa Stuck | | TYPED NAME Michael A. Pastor |
| TITLE Procurement Manager | | TITLE Chairman, Gila County Board of Supervisors |
| DATE JANUARY 2, 2015 | | DATE November 18, 2014 |
| IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY. | | |
| ARIZONA ATTORNEY GENERAL'S OFFICE | | |
| BY:  | |  |
| ASSISTANT ATTORNEY GENERAL | | BY: Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief |
| | | PUBLIC AGENCY LEGAL COUNSEL |
| DATE: 12/31/14 | | DATE: November 18, 2014 |

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Case Management (CMG-CAP)

Contract Period: 07/01/2014 - 06/30/2015

1. PERSONNEL

Attachment A

| Number of Positions | FTE Level | Position Title | Salary for the Contract Period | TOTAL SERVICE COST | DES COST |
|------------------------|-----------|---------------------------|---|--------------------------|------------------|
| 1 | 1.00 | Divisional Fiscal Manager | \$43,160 | \$ 21,580 | \$ 18,398 |
| 1 | 1.00 | Senior Accounting Clerk | \$34,549 | \$ 17,275 | \$ 17,275 |
| 1 | 1.00 | Case Manager | \$30,534 | \$ 15,267 | \$ 15,267 |
| 1 | 1.00 | Case Manager | \$29,786 | \$ 14,893 | \$ 14,893 |
| 1 | 1.00 | Clerk | \$22,152 | \$ 11,076 | \$ 11,076 |
| TOTAL PERSONNEL | | | | \$ 80,091 | \$ 76,909 |

2. EMPLOYEE RELATED EXPENSES

| ITEM | BASIS | TOTAL COST | DES COST |
|------------------|---------|------------|-----------|
| Health Insurance | 46.924% | \$ 37,582 | \$ 28,492 |

FICA

Workman's Comp

Retirement

| | | |
|--|------------------|------------------|
| TOTAL EMPLOYEE RELATED EXPENSES | \$ 37,582 | \$ 28,492 |
|--|------------------|------------------|

3. PROFESSIONAL AND OUTSIDE SERVICES

| ITEM | BASIS | TOTAL COST | DES COST |
|--|-------|-------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL PROFESSIONAL AND OUTSIDE SERVICES | | \$ - | \$ - |

4. TRAVEL

| ITEM | BASIS | TOTAL COST | DES COST |
|---------------------|--|-----------------|-----------------|
| Gas/Vehicles/Maint | \$500 per month x 12 months | \$ 6,000 | \$ 4,500 |
| Per Diem | \$25 per day for 20 days for 5 FTE's / Board Mer | \$ 2,500 | \$ 1,625 |
| TOTAL TRAVEL | | \$ 8,500 | \$ 6,125 |

| ITEM | BASIS | TOTAL COST | DES COST |
|--------------------------------|---|------------------|------------------|
| Rent - Globe Office | Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.) | \$ 20,076 | \$ 10,038 |
| Sparkletts/Other Space Expense | \$100 x 12 months | \$ 1,200 | \$ 600 |
| TOTAL SPACE | | \$ 21,276 | \$ 10,638 |

6. **EQUIPMENT**

| ITEM | BASIS | TOTAL COST | DES COST |
|------------------------|-------|-------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL EQUIPMENT | | \$ - | \$ - |

7. **MATERIALS & SUPPLIES**

| ITEM | BASIS | TOTAL COST | DES COST |
|-------------------------------------|---------------------------------------|------------------|-----------------|
| General Office Supplies | \$200 per month x 5 FTE's x 12 months | \$ 12,000 | \$ 4,505 |
| Postage | \$250 per month x 12 months | \$ 3,000 | \$ 1,500 |
| TOTAL MATERIALS AND SUPPLIES | | \$ 15,000 | \$ 6,005 |

8. **OPERATING SERVICES**

| ITEM | BASIS | TOTAL COST | DES COST |
|---|---|------------------|------------------|
| Staff Training & Registration | \$1508.75 for training sessions for 4 FTE's (includes hotel, registration) | \$ 6,035 | \$ 6,035 |
| Adivisory Board Quarterly Meetings | Registrations and meals | \$ 1,500 | \$ 1,500 |
| Local Fax, 800 Line, Phone Line & Service | \$2,000 x 12 months | \$ 24,000 | \$ 6,285 |
| Maintenance, Leases Agreements & Memberships/Dues | | \$ 31,535 | \$ 13,820 |
| TOTAL OPERATING EXPENSES | | \$ 31,535 | \$ 13,820 |

9. **INDIRECT COSTS**

| ITEM | BASIS | TOTAL COST | DES COST |
|-----------------------------|-------|-------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL INDIRECT COSTS | | \$ - | \$ - |

| | | | |
|---------------------------------|--|-------------------|-------------------|
| 10. SUBTOTAL ADMIN COSTS | | \$ 193,984 | \$ 141,989 |
|---------------------------------|--|-------------------|-------------------|

11. **VOUCHERS**

| ITEM | BASIS | TOTAL COST | DES COST |
|-----------------------|-------|-------------------|-------------------|
| LIHEAP | | \$ 171,748 | \$ 171,748 |
| LIHCON | | \$ - | \$ - |
| LLVG | | \$ - | \$ - |
| NHN | | \$ 316 | \$ 316 |
| TANF | | \$ 30,000 | \$ 30,000 |
| TOTAL VOUCHERS | | \$ 202,064 | \$ 202,064 |

12. **TOTAL SERVICE COST/DES TOTAL COST: \$ 396,048 \$ 344,053**

REVENUE SOURCES:

| | | | | |
|-----------------------|-----------|----------------|-----------|----------------|
| DES Case Mgt. | \$ | 344,053 | \$ | 344,053 |
| Gila County | \$ | 51,995 | | |
| TOTAL REVENUE: | \$ | 396,048 | \$ | 344,053 |

9/23/2014

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Community Services (CSV-CAP)

Contract Period: 07/01/2014 - 06/30/2015

Attachment B

1. PERSONNEL

| Number of Positions | FTE Level | Position Title | Total Salary for the Contract Period | TOTAL SERVICE | |
|------------------------|-----------|-----------------------------|---|-------------------|------------------|
| | | | | COST | DES COST |
| 1 | 1.00 | Community Services Director | \$80,020 | \$ 40,010 | \$ 24,950 |
| 1 | 1.00 | Senior Accounting Clerk | \$34,549 | \$ 17,275 | \$ 7,601 |
| 1 | 1.00 | Divisional Fiscal Manager | \$43,160 | \$ 21,580 | \$ 11,940 |
| 1 | 1.00 | Divisional Special Projects | \$32,560 | \$ 16,280 | \$ 7,163 |
| 1 | 1.00 | Divisional Assistant | \$39,125 | \$ 19,563 | \$ 8,608 |
| 1 | 1.00 | Case Manager | \$30,534 | \$ 15,267 | \$ 6,717 |
| 1 | 1.00 | Case Manager | \$29,788 | \$ 14,893 | \$ 6,553 |
| 1 | 1.00 | Clerk | \$22,152 | \$ 11,076 | \$ 4,873 |
| TOTAL PERSONNEL | | | | \$ 155,944 | \$ 78,405 |

2. EMPLOYEE RELATED EXPENSES

| ITEM | BASIS | TOTAL | |
|--|--------|------------------|------------------|
| | | COST | DES COST |
| Health Insurance | 34.98% | \$ 54,548 | \$ 36,811 |
| FICA | | | |
| Workman's Comp | | | |
| Retirement | | | |
| TOTAL EMPLOYEE RELATED EXPENSES | | \$ 54,548 | \$ 36,811 |

3. PROFESSIONAL AND OUTSIDE SERVICES

| ITEM | BASIS | TOTAL | |
|--|-------|-------------|-------------|
| | | COST | DES COST |
| N/A | | \$ - | \$ - |
| TOTAL PROFESSIONAL AND OUTSIDE SERVICES | | \$ - | \$ - |

4. TRAVEL

| ITEM | BASIS | TOTAL | |
|---------------------|--|-----------------|-----------------|
| | | COST | DES COST |
| Gas/Vehicles/Maint | \$500 per month x 12 months | \$ 6,000 | \$ 2,298 |
| Per Diem | \$25 per day for 20 days for 5 FTE's / Board Members | \$ 2,500 | \$ 1,250 |
| TOTAL TRAVEL | | \$ 8,500 | \$ 3,548 |

5. SPACE

| ITEM | BASIS | TOTAL | |
|--------------------|-------|-------------|-------------|
| | | COST | DES COST |
| N/A | | \$ - | \$ - |
| TOTAL SPACE | | \$ - | \$ - |

| | | | | | |
|-----|-------------------------|-------|---------------|-------------|--|
| 6. | <u>EQUIPMENT</u> | | | | |
| | ITEM | BASIS | TOTAL COST | DES COST | |
| N/A | | | \$ - | \$ - | |
| | TOTAL EQUIPMENT | | \$ - | \$ - | |

| | | | | | |
|-----|--|-------|---------------|-------------|--|
| 7. | <u>MATERIALS & SUPPLIES</u> | | | | |
| | ITEM | BASIS | TOTAL COST | DES COST | |
| N/A | | | \$ - | \$ - | |
| | TOTAL MATERIALS AND SUPPLIES | | \$ - | \$ - | |

| | | | | | |
|-----|----------------------------------|-------|---------------|-------------|--|
| 8. | <u>OPERATING SERVICES</u> | | | | |
| | ITEM | BASIS | TOTAL COST | DES COST | |
| N/A | | | \$ - | \$ - | |
| | TOTAL OPERATING EXPENSES | | \$ - | \$ - | |

| | | | | | |
|----|-------------------------------|---|-----------------|-----------------|--|
| 9. | <u>INDIRECT COSTS</u> | | | | |
| | ITEM | BASIS | TOTAL COST | DES COST | |
| | Indirect Costs to Gila County | Approx 5% of Salary base \$71,567 @100% | \$ 3,574 | \$ 3,574 | |
| | TOTAL INDIRECT COSTS | | \$ 3,574 | \$ 3,574 | |

| | | | | | |
|-----|-----------------------------------|--|-------------------|-------------------|--|
| 10. | <u>SUBTOTAL ADMIN COST</u> | | \$ 222,566 | \$ 122,338 | |
|-----|-----------------------------------|--|-------------------|-------------------|--|

| | | | | | |
|-----|-----------------------------------|--|------------------|------------------|--|
| 11. | <u>VOUCHERS</u> | | | | |
| | ITEM | | TOTAL COST | DES COST | |
| | Vouchers - Direct Client Services | | \$ 40,000 | \$ 40,000 | |
| | TOTAL VOUCHERS | | \$ 40,000 | \$ 40,000 | |

| | | | | | |
|-----|--|--|-------------------|-------------------|--|
| 12. | <u>TOTAL SERVICE COST/DES TOTAL COST:</u> | | \$ 262,566 | \$ 162,338 | |
|-----|--|--|-------------------|-------------------|--|

REVENUE SOURCES:

| | | |
|-----------------------|-------------------|-------------------|
| DES CSV | \$ 150,000 | \$ 162,338 |
| Gila County | \$ 112,566 | |
| TOTAL REVENUE: | \$ 262,566 | \$ 162,338 |



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

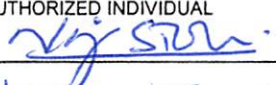
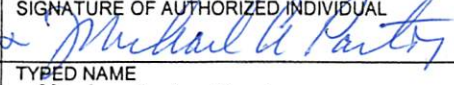
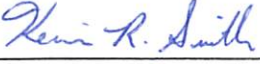

| | | |
|--|--|--|
| 1. CONTRACTOR (Name and address) Gila County Community Services Division 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501 | | 2. CONTRACT ID NUMBER DE111073001 |
| | | 3. AMENDMENT NUMBER Eleven (11) |
| 4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to: ADD Scope of Work, Service Provision, Section 6.4.8 The Contractor shall provide services throughout the designated geographic service area as identified in the CSBG State Plan located at https://www.azdes.gov/main.aspx?menu=10&id=8577 . Services shall be provided at the locations identified on the Facility Location Chart. Contract services may be moved or expanded to other site locations within the designated geographic service area only by a written contract amendment. Relinquishment of a partial designated geographic service area shall not be permitted. The Contractor shall provide written notification of its relinquishment of an entire designated geographic service area not less than one year prior to the proposed effective date of the relinquishment. | | |
| 5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT. | | |
| 6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY | | 7. NAME OF CONTRACTOR Gila County Community Services Division |
| SIGNATURE OF AUTHORIZED INDIVIDUAL  | | SIGNATURE OF AUTHORIZED INDIVIDUAL  |
| TYPED NAME NAJWA STOCK | | TYPED NAME Michael A. Pastor |
| TITLE Procurement Manager | | TITLE Chairman Gila County Board of Supervisors |
| DATE 10/1/14 | | DATE 8-5-2014 |
| IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY. | | |
| ARIZONA ATTORNEY GENERAL'S OFFICE | | Approved as to form: |
| BY:  | | BY:  |
| ASSISTANT ATTORNEY GENERAL | | Bryan B. Chambers, Deputy Attorney Principal |
| DATE: 9-22-2014 | | DATE: 8-5-2014 |

EXHIBIT 1

ATTORNEY GENERAL

UNITED STATES OF AMERICA

WASHINGTON, D.C.

August 10, 2014

Dear Mr. [Name]:

Re: [Subject]

[Additional text]

[Text]

[Text]

[Text]

AUG 10 2014

[Faint, mostly illegible text block]

[Faint, mostly illegible text block]

[Faint, mostly illegible text block]

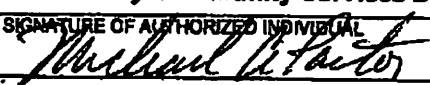



[Handwritten signature]

[Handwritten signature]

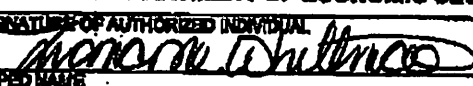


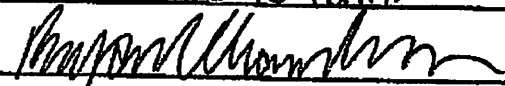

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

| | |
|--|--|
| 1. CONTRACTOR (Name and address) Gila County Community Services Division 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501 | 2. CONTRACT ID NUMBER DE111073001 |
| | 3. AMENDMENT NUMBER Ten (10) |
| 4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to: Funding for the contract period beginning July 1, 2014 through June 30, 2015: The reimbursement ceiling for the service for Case Management is \$319,381. The reimbursement ceiling for the service for Community Services is \$150,000. The cumulative reimbursement ceiling for the contract period July 1, 2010 to June 30, 2015 is increased to \$2,789,074.13 Therefore, the Itemized Service Budgets for the service of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached. | |
| 5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT. | |
| 6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY SIGNATURE OF AUTHORIZED INDIVIDUAL TYPED NAME Francine Whittington TITLE Manager – Contract Administration Unit DATE | 7. NAME OF CONTRACTOR Gila County Community Services Division SIGNATURE OF AUTHORIZED INDIVIDUAL  Michael A. Pastor Chairman, Board of Supervisors DATE 6-24-2014 |
| IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY. | |
| ARIZONA ATTORNEY GENERAL'S OFFICE BY: ASSISTANT ATTORNEY GENERAL DATE: | Approved as To form: BY:  Bryan B. Chambers, Deputy Attorney Principal DATE: 6-24-2014 |


DEPARTMENT OF ECONOMIC SECURITY
New Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

| | |
|---|---|
| 1. CONTRACTOR (Name and address) Gila County Community Services Division 5515 S. Apache Ave., Suite 200 Globe, Arizona 85301 | 2. CONTRACT ID NUMBER DE111073001 3. AMENDMENT NUMBER Nine (9) |
| 4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to: Funding for the contract period July 1, 2013 through June 30, 2014: The reimbursement ceiling for the service Case Management is increased from \$328,344 to \$341,542. This is an increase of \$13,198. The reimbursement ceiling for the service Community Services is increased from \$150,000 to \$151,400. This is an increase of \$1,400. The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is \$2,318,693.13. Therefore, the Itemized Service Budget for the services of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached. Delete and Replace: The <u>Background Checks for Employment through Central Registry</u> section located in the DES Special Terms and Conditions is replaced in its entirety with the following, effective immediately. | |
| 5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT. | |
| 6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY SIGNATURE OF AUTHORIZED INDIVIDUAL  TYPED NAME Francine Whittington TITLE Manager - Contract Administration Unit DATE 11/29/13 | 7. NAME OF CONTRACTOR Gila County Community Services Division SIGNATURE OF AUTHORIZED INDIVIDUAL  TYPED NAME Michael A. Pastor TITLE Chairman, Gila County Board of Supervisors DATE 10-22-2013 |
| IN ACCORDANCE WITH ARS §11-082 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY. | |
| ARIZONA ATTORNEY GENERAL'S OFFICE BY:  ASSISTANT ATTORNEY GENERAL DATE: 11-21-13 | APPROVED AS TO FORM: BY:  Bryan B. Chambers, Deputy Attorney Principal DATE: 10-22-2013 |

16.0 Background Checks for Employment through the Central Registry

If providing direct services to children or vulnerable adults, the following shall apply:

- 16.1 The provision of A.R.S 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 16.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
 2. All employees of a contractor;
 3. A subcontractor of a contractor and the subcontractor's employees; and
 4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 16.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 16.4
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-819.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-819.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 16.6 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- The Certification for Direct Service Position is located at:
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>
- 16.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 16.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background is located at: <https://www.azdes.gov/opac>

DE111073001

Amendment # 9, page 3

Scope of Work, section 10.3.7, is replaced in its entirety with the following, effective October 1, 2013, complete the Self-Sufficiency Matrix for all case managed households in which a member of the household is 18 to 59 years of age, not disabled and not a full-time student, and is:

- Unemployed and seeking earned income; or**
- Employed and seeking to reduce barriers to maintain earned income; or**
- Employed and seeking increased earned income and/or employment benefits.**

The results of the Self-Sufficiency Matrix shall be reported in Results Oriented Management and Accountability (ROMA), National Performance Indicators (NPI's), goal one.

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Case Management (CMG-CAP)

Contract Period: 07/01/2013 - 06/30/2014

Attachment A

1. PERSONNEL

| Number of Positions | FTE Level | Position Title | Rate per hour for the Contract Period | TOTAL SERVICE COST | DES COST |
|------------------------|-----------|---------------------------|---------------------------------------|--------------------|------------------|
| 1 | 1.00 | Divisional Fiscal Manager | \$53,893 | \$ 28,947 | \$ 28,947 |
| 1 | 1.00 | Divisional Accountant | \$34,649 | \$ 17,276 | \$ 17,276 |
| 1 | 1.00 | Case Manager | \$30,534 | \$ 16,287 | \$ 16,287 |
| 1 | 1.00 | Case Manager | \$32,094 | \$ 16,047 | \$ 16,047 |
| 1 | 1.00 | Clerk | \$22,162 | \$ 11,078 | \$ 11,078 |
| TOTAL PERSONNEL | | | | \$ 85,612 | \$ 85,612 |

2. EMPLOYEE RELATED EXPENSES

| ITEM | BASIS | TOTAL COST | DES COST |
|--|--------------------|------------------|------------------|
| Health Insurance | \$86,612 * 43.338% | \$ 37,538 | \$ 27,708 |
| FICA | | | |
| Workman's Comp | | | |
| Retirement | | | |
| TOTAL EMPLOYEE RELATED EXPENSES | | \$ 37,538 | \$ 27,708 |

3. PROFESSIONAL AND OUTSIDE SERVICES

| ITEM | BASIS | TOTAL COST | DES COST |
|--|-------|-------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL PROFESSIONAL AND OUTSIDE SERVICES | | \$ - | \$ - |

4. TRAVEL

| ITEM | BASIS | TOTAL COST | DES COST |
|---------------------|--|------------------|-----------------|
| Gas/Vehicles/Maint | \$700 per month x 12 months | \$ 8,400 | \$ 6,300 |
| Per Diem | \$25 per day for 20 days for 6 FTE's / Board Mar | \$ 2,500 | \$ 1,825 |
| TOTAL TRAVEL | | \$ 10,900 | \$ 8,125 |

| ITEM | BASIS | TOTAL COST | DES COST |
|-------------------------------|---|------------------|------------------|
| Rent - Globe Office | Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.) | \$ 20,076 | \$ 10,038 |
| Sparklets/Other Space Expense | \$100 x 12 months | \$ 1,200 | \$ 600 |
| TOTAL SPACE | | \$ 21,276 | \$ 10,638 |

6. EQUIPMENT

| ITEM | BASIS | TOTAL COST | DES COST |
|------------------------|-------|-------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL EQUIPMENT | | \$ - | \$ - |

7. MATERIALS & SUPPLIES

| ITEM | BASIS | TOTAL COST | DES COST |
|-------------------------------------|---------------------------------------|------------------|-----------------|
| General Office Supplies | \$200 per month x 6 FTE's x 12 months | \$ 12,000 | \$ 4,487 |
| Postage | \$250 per month x 12 months | \$ 3,000 | \$ 1,500 |
| TOTAL MATERIALS AND SUPPLIES | | \$ 15,000 | \$ 5,987 |

8. OPERATING SERVICES

| ITEM | BASIS | TOTAL COST | DES COST |
|---|--|------------------|------------------|
| Staff Training & Registration | \$1000 for training sessions for 4 FTE's (includes hotel, registration) | \$ 4,000 | \$ 4,000 |
| Advisory Board Quarterly Meetings | Registrations and meals | \$ 1,500 | \$ 1,500 |
| Local Fax, 800 Line, Phone Line & Service | \$2,000 x 12 months | \$ 24,000 | \$ 8,285 |
| Maintenance, Leases Agreements & Memberships/Dues | | \$ 28,600 | \$ 11,785 |
| TOTAL OPERATING EXPENSES | | \$ 58,100 | \$ 25,570 |

9. INDIRECT COSTS

| ITEM | BASIS | TOTAL COST | DES COST |
|-----------------------------|-------|-------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL INDIRECT COSTS | | \$ - | \$ - |

| | | | |
|---------------------------------|--|-------------------|-------------------|
| 10. SUBTOTAL ADMIN COSTS | | \$ 200,824 | \$ 160,863 |
|---------------------------------|--|-------------------|-------------------|

11. VOUCHERS

| ITEM | BASIS | TOTAL COST | DES COST |
|------------------------|-------|-------------------|-------------------|
| LIHEAP | | \$ 180,527 | \$ 160,527 |
| LIHCÓN | | \$ - | \$ - |
| LLVG | | \$ - | \$ - |
| NHN | | \$ 362 | \$ 362 |
| TANF | | \$ 30,000 | \$ 30,000 |
| TOTAL VOUCHERS: | | \$ 180,889 | \$ 190,889 |

12. **TOTAL SERVICE COST/DES TOTAL COST: \$ 391,713 \$ 341,542**

REVENUE SOURCES:

| | | |
|-----------------------|-------------------|-------------------|
| DES Case Mgt. | \$ 341,542 | \$ 341,542 |
| Gila County | \$ 50,171 | |
| TOTAL REVENUE: | \$ 391,713 | \$ 341,542 |

5/21/2013

8/13/2013 Revised

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Community Services (CSV-CAP)

Contract Period: 07/01/2013 - 06/30/2014

Attachment B

1. PERSONNEL

| Number of Positions | FTE Level | Position Title | Total Salary for the Contract Period | TOTAL SERVICE | |
|------------------------|-----------|-----------------------------|--------------------------------------|-------------------|------------------|
| | | | | COST | DES COST |
| 1 | 1.00 | Community Services Director | \$80,020 | \$ 40,010 | \$ 17,604 |
| 1 | 1.00 | Divisional Accountant | \$34,549 | \$ 17,276 | \$ 7,601 |
| 1 | 1.00 | Divisional Fiscal Manager | \$63,893 | \$ 28,947 | \$ 11,858 |
| 1 | 1.00 | Divisional Special Projects | \$32,560 | \$ 16,280 | \$ 7,163 |
| 1 | 1.00 | Divisional Assistant | \$39,104 | \$ 19,552 | \$ 8,603 |
| 1 | 1.00 | Case Manager | \$30,534 | \$ 15,267 | \$ 6,717 |
| 1 | 1.00 | Case Manager | \$32,094 | \$ 16,047 | \$ 7,061 |
| 1 | 1.00 | Clerk | \$22,152 | \$ 11,076 | \$ 4,873 |
| TOTAL PERSONNEL | | | | \$ 162,454 | \$ 71,478 |

2. EMPLOYEE RELATED EXPENSES

| ITEM | BASIS | TOTAL | |
|--|---------------------|------------------|------------------|
| | | COST | DES COST |
| Health Insurance | \$162,454 * 30.878% | \$ 49,838 | \$ 31,400 |
| FICA | | | |
| Workman's Comp | | | |
| Retirement | | | |
| TOTAL EMPLOYEE RELATED EXPENSES | | \$ 49,838 | \$ 31,400 |

3. PROFESSIONAL AND OUTSIDE SERVICES

| ITEM | BASIS | TOTAL | |
|--|-------|-------------|-------------|
| | | COST | DES COST |
| N/A | | \$ - | \$ - |
| TOTAL PROFESSIONAL AND OUTSIDE SERVICES | | \$ - | \$ - |

4. TRAVEL

| ITEM | BASIS | TOTAL | |
|---------------------|--|-----------------|-----------------|
| | | COST | DES COST |
| Gas/Vehicles/Maint | \$500 per month x 12 months | \$ 6,000 | \$ 2,268 |
| Per Diem | \$25 per day for 20 days for 5 FTE's / Board Members | \$ 2,500 | \$ 1,260 |
| TOTAL TRAVEL | | \$ 8,500 | \$ 3,528 |

5. SPACE

| ITEM | BASIS | TOTAL | |
|--------------------|-------|-------------|-------------|
| | | COST | DES COST |
| N/A | | \$ - | \$ - |
| TOTAL SPACE | | \$ - | \$ - |

| | | | | |
|-----|------------------------|-------|---------------|-------------|
| 6. | EQUIPMENT | | | |
| | ITEM | BASIS | TOTAL COST | DES COST |
| N/A | | | \$ - | \$ - |
| | TOTAL EQUIPMENT | | \$ - | \$ - |

| | | | | |
|-----|-------------------------------------|-------|---------------|-------------|
| 7. | MATERIALS & SUPPLIES | | | |
| | ITEM | BASIS | TOTAL COST | DES COST |
| N/A | | | \$ - | \$ - |
| | TOTAL MATERIALS AND SUPPLIES | | \$ - | \$ - |

| | | | | |
|-----|---------------------------------|-------|---------------|-------------|
| 8. | OPERATING SERVICES | | | |
| | ITEM | BASIS | TOTAL COST | DES COST |
| N/A | | | \$ - | \$ - |
| | TOTAL OPERATING EXPENSES | | \$ - | \$ - |

| | | | | |
|----|-------------------------------|----------------------------------|-----------------|-----------------|
| 9. | INDIRECT COSTS | | | |
| | ITEM | BASIS | TOTAL COST | DES COST |
| | Indirect Costs to Gila County | 5% of Salary base \$71,478 @100% | \$ 3,574 | \$ 3,574 |
| | TOTAL INDIRECT COSTS | | \$ 3,574 | \$ 3,574 |

| | | | | |
|-----|----------------------------|--|-------------------|-------------------|
| 10. | SUBTOTAL ADMIN COST | | \$ 224,388 | \$ 110,000 |
|-----|----------------------------|--|-------------------|-------------------|

| | | | | |
|-----|--|-------|------------------|------------------|
| 11. | VOUCHERS | | | |
| | ITEM | BASIS | TOTAL COST | DES COST |
| | Vouchers - Direct Client Services | | \$ 40,000 | \$ 40,000 |
| | Vouchers - Discretionary Services Fire | | \$ 1,400 | \$ 1,400 |
| | TOTAL VOUCHERS | | \$ 41,400 | \$ 41,400 |

| | | | | |
|-----|-------------------------------|--|-------------------|-------------------|
| 12. | TOTAL SERVICE COST DES | | \$ 264,388 | \$ 151,400 |
|-----|-------------------------------|--|-------------------|-------------------|

| | | | |
|-------------------------|-----------------------|-------------------|-------------------|
| REVENUE SOURCES: | | | |
| | DES CSV | \$ 151,400 | \$ 151,400 |
| | Gila County | \$ 112,988 | |
| | TOTAL REVENUE: | \$ 264,388 | \$ 151,400 |

5/21/2013

9/13/2013 Revised


DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

| | |
|--|--|
| 1. CONTRACTOR (Name and address) Gila County Community Services Division 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501 | 2. CONTRACT ID NUMBER DE111073001 <hr/> 3. AMENDMENT NUMBER Eight (8) |
|--|--|

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period beginning July 1, 2013 through June 30, 2014:

The reimbursement ceiling for the service for Case Management is \$328,344.

The reimbursement ceiling for the service for Community Services is \$150,000.



The cumulative reimbursement ceiling for the contract period July 1, 2010 to June 30, 2015 is increased to \$2,305,095.13

Therefore, the Itemized Service Budgets for the service of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

Replace

From Amendment # 5 Terms and Conditions, Fingerprinting, section 32.1.1, replace the existing version with the following:

Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1760 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.

| | |
|--|--|
| 5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT. | |
| 6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY <hr/> SIGNATURE OF AUTHORIZED INDIVIDUAL  <hr/> TYPED NAME Rita Schmidt <hr/> TITLE Deputy Chief Procurement Administrator <hr/> DATE 7/23/13 | 7. NAME OF CONTRACTOR GILA COUNTY COMMUNITY SERVICES DIVISION <hr/> SIGNATURE OF AUTHORIZED INDIVIDUAL  <hr/> TYPED NAME Michael A. Pastor <hr/> TITLE Chairman, Gila County Board of Supervisors <hr/> DATE 6-25-2013 |

IN ACCORDANCE WITH ARS §11-852 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
Assistant Attorney General

Date: 7/18/13

By: 
Deputy Attorney Principal

Date: 6-25-2013

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Case Management (CMG-CAP)

Agency: Gila County

Contract Period: 07/01/2013 - 06/30/2014

Attachment A

1. PERSONNEL

| Number of Positions | FTE Level | Position Title | Total Salary for the Contract Period | TOTAL SERVICE COST | DES COST |
|------------------------|-----------|---------------------------|---|--------------------------|------------------|
| 1 | 1.00 | Divisional Fiscal Manager | \$53,893 | \$ 26,947 | \$ 26,947 |
| 1 | 1.00 | Divisional Accountant | \$34,549 | \$ 17,275 | \$ 17,275 |
| 1 | 1.00 | Case Manager | \$30,534 | \$ 15,267 | \$ 15,267 |
| 1 | 1.00 | Case Manager | \$32,094 | \$ 16,047 | \$ 16,047 |
| 1 | 1.00 | Clerk | \$22,152 | \$ 11,076 | \$ 11,076 |
| TOTAL PERSONNEL | | | | \$ 86,612 | \$ 86,612 |

2. EMPLOYEE RELATED EXPENSES

| ITEM | BASIS | TOTAL COST | DES COST |
|--|-----------------------------|------------------|------------------|
| | Average of 86,612 * 43.338% | \$ 37,536 | \$ 27,706 |
| Health Insurance | | | |
| FICA | | | |
| Workman's Comp | | | |
| Retirement | | | |
| TOTAL EMPLOYEE RELATED EXPENSES | | \$ 37,536 | \$ 27,706 |

3. PROFESSIONAL AND OUTSIDE SERVICES

| ITEM | BASIS | TOTAL COST | DES COST |
|--|-------|---------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL PROFESSIONAL AND OUTSIDE SERVICES | | \$ - | \$ - |

4. TRAVEL

| ITEM | BASIS | TOTAL COST | DES COST |
|---------------------|--|-----------------|-----------------|
| Gas/Vehicles/Maint | \$500 per month x 12 months | \$ 6,000 | \$ 4,500 |
| Per Diem | \$25 per day for 20 days for 5 FTE's / Board Members | \$ 2,500 | \$ 1,625 |
| TOTAL TRAVEL | | \$ 8,500 | \$ 6,125 |

| ITEM | BASIS | TOTAL COST | DES COST |
|--------------------------------|---|------------------|------------------|
| Rent - Globe Office | Rent \$1,673 monthly X 12 months (Includes electricity, cleaning, water, etc.) | \$ 20,076 | \$ 10,038 |
| Sparkletts/Other Space Expense | \$100 x 12 months | \$ 1,200 | \$ 600 |
| TOTAL SPACE | | \$ 21,276 | \$ 10,638 |

6. **EQUIPMENT**

| ITEM | BASIS | TOTAL COST | DES COST |
|------------------------|-------|---------------|----------|
| N/A | | | |
| TOTAL EQUIPMENT | | \$ - | \$ - |

7. **MATERIALS & SUPPLIES**

| ITEM | BASIS | TOTAL COST | DES COST |
|-------------------------------------|---------------------------------------|---------------|----------|
| General Office Supplies | \$200 per month x 5 FTE's x 12 months | \$ 12,000 | \$ 4,505 |
| Postage | \$250 per month x 12 months | \$ 3,000 | \$ 1,500 |
| TOTAL MATERIALS AND SUPPLIES | | \$ 15,000 | \$ 6,005 |

8. **OPERATING SERVICES**

| ITEM | BASIS | TOTAL COST | DES COST |
|---|--|---------------|-----------|
| Staff Training & Registration | \$1000 for training sessions for 4 FTE's (includes hotel, registration) | \$ 4,000 | \$ 4,000 |
| Advisory Board Quarterly Meetings | Registrations and meals | \$ 1,500 | \$ 1,500 |
| Local Fax, 800 Line, Phone Line & Service | \$2,000 x 12 months | | |
| Maintenance, Leases Agreements & Memberships/Dues | | \$ 24,000 | \$ 6,285 |
| TOTAL OPERATING EXPENSES | | \$ 29,500 | \$ 11,785 |

9. **INDIRECT COSTS**

| ITEM | BASIS | TOTAL COST | DES COST |
|-----------------------------|-------|---------------|----------|
| N/A | | \$ - | \$ - |
| TOTAL INDIRECT COSTS | | \$ - | \$ - |

10. **SUBTOTAL ADMIN COSTS**

\$ 198,424 \$ 148,871

11. **VOUCHERS**

| ITEM | TOTAL COST | DES COST |
|-----------------------|---------------|------------|
| LIHEAP | \$ 149,111 | \$ 149,111 |
| LIHCON | \$ - | \$ - |
| LLVG | \$ - | \$ - |
| NHN | \$ 362 | \$ 362 |
| TANF | \$ 30,000 | \$ 30,000 |
| TOTAL VOUCHERS | \$ 179,473 | \$ 179,473 |

12. **TOTAL SERVICE COST/DES TOTAL COST: \$ 377,897 \$ 328,344**

REVENUE SOURCES:

| | | |
|-----------------------|-------------------|-------------------|
| DES Case Mgt. | \$ 328,344 | \$ 328,344 |
| Gila County | \$ 49,553 | |
| TOTAL REVENUE: | \$ 377,897 | \$ 328,344 |

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Community Services (CSV-CAP)

Contract Period: 07/01/2013 - 06/30/2014

Agency: Gila County

Attachment B

1. PERSONNEL

| Number of Positions | FTE Level | Position Title | Total Salary for the Contract Period | TOTAL SERVICE COST | DES COST |
|------------------------|-----------|-----------------------------|---|--------------------------|------------------|
| 1 | 1.00 | Community Services Director | \$80,020 | \$ 40,010 | \$ 17,604 |
| 1 | 1.00 | Divisional Accountant | \$34,549 | \$ 17,275 | \$ 7,601 |
| 1 | 1.00 | Divisional Fiscal Manager | \$53,893 | \$ 26,947 | \$ 11,856 |
| 1 | 1.00 | Divisional Special Projects | \$32,560 | \$ 16,280 | \$ 7,163 |
| 1 | 1.00 | Divisional Assistant | \$39,104 | \$ 19,552 | \$ 8,603 |
| 1 | 1.00 | Case Manager | \$30,534 | \$ 15,267 | \$ 6,717 |
| 1 | 1.00 | Case Manager | \$32,094 | \$ 16,047 | \$ 7,061 |
| 1 | 1.00 | Clerk | \$22,152 | \$ 11,076 | \$ 4,873 |
| TOTAL PERSONNEL | | | | \$162,454 | \$ 71,478 |

2. EMPLOYEE RELATED EXPENSES

| ITEM | BASIS | TOTAL COST | DES COST |
|--|------------------------------|------------------|------------------|
| Health Insurance | Average of 162,454 * 30.678% | \$ 49,838 | \$ 31,400 |
| FICA | | | |
| Workman's Comp | | | |
| Retirement | | | |
| TOTAL EMPLOYEE RELATED EXPENSES | | \$ 49,838 | \$ 31,400 |

3. PROFESSIONAL AND OUTSIDE SERVICES

| ITEM | BASIS | TOTAL COST | DES COST |
|--|-------|---------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL PROFESSIONAL AND OUTSIDE SERVICES | | \$ - | \$ - |

4. TRAVEL

| ITEM | BASIS | TOTAL COST | DES COST |
|---------------------|--|-----------------|-----------------|
| Gas/Vehicles/Maint | \$500 per month x 12 months | \$ 6,000 | \$ 2,298 |
| Per Diem | \$25 per day for 20 days for 5 FTE's / Board Members | \$ 2,500 | \$ 1,250 |
| TOTAL TRAVEL | | \$ 8,500 | \$ 3,548 |

5. SPACE

| ITEM | BASIS | TOTAL COST | DES COST |
|--------------------|-------|---------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL SPACE | | \$ - | \$ - |

| | | | | |
|----|-------------------------|-------|---------------|-------------|
| 6. | <u>EQUIPMENT</u> | | | |
| | ITEM | BASIS | TOTAL COST | DES COST |
| | N/A | | \$ - | \$ - |
| | TOTAL EQUIPMENT | | \$ - | \$ - |

| | | | | |
|----|--|-------|---------------|-------------|
| 7. | <u>MATERIALS & SUPPLIES</u> | | | |
| | ITEM | BASIS | TOTAL COST | DES COST |
| | N/A | | \$ - | \$ - |
| | TOTAL MATERIALS AND SUPPLIES | | \$ - | \$ - |

| | | | | |
|----|----------------------------------|-------|---------------|-------------|
| 8. | <u>OPERATING SERVICES</u> | | | |
| | ITEM | BASIS | TOTAL COST | DES COST |
| | N/A | | \$ - | \$ - |
| | TOTAL OPERATING EXPENSES | | \$ - | \$ - |

| | | | | |
|----|-------------------------------|----------------------------------|-----------------|-----------------|
| 9. | <u>INDIRECT COSTS</u> | | | |
| | ITEM | BASIS | TOTAL COST | DES COST |
| | Indirect Costs to Gila County | 5% of Salary base \$71,478 @100% | \$ 3,574 | \$ 3,574 |
| | TOTAL INDIRECT COSTS | | \$ 3,574 | \$ 3,574 |

| | | | | |
|-----|----------------------------|--|------------------|------------------|
| 10. | SUBTOTAL ADMIN COST | | \$224,366 | \$110,000 |
|-----|----------------------------|--|------------------|------------------|

| | | | | |
|-----|-----------------------------------|--|------------------|------------------|
| 11. | <u>VOUCHERS</u> | | | |
| | ITEM | | TOTAL COST | DES COST |
| | Vouchers - Direct Client Services | | \$ 40,000 | \$ 40,000 |
| | TOTAL VOUCHERS | | \$ 40,000 | \$ 40,000 |

| | | | | |
|-----|---|--|------------------|------------------|
| 12. | TOTAL SERVICE COST/DES TOTAL COST: | | \$264,366 | \$150,000 |
|-----|---|--|------------------|------------------|

REVENUE SOURCES:

| | | |
|-----------------------|------------------|------------------|
| DES CSV | \$150,000 | \$150,000 |
| Gila County | \$114,366 | |
| TOTAL REVENUE: | \$264,366 | \$150,000 |



Intergovernmental Agreement CONTRACT AMENDMENT

| | |
|--|--|
| 1. CONTRACTOR (Name and address) Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501 | 2. CONTRACT ID NUMBER DE111073001 3. AMENDMENT NUMBER Seven (7) |
|--|--|

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section and Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2012 through June 30, 2013:

The reimbursement ceiling for the service Case Management is increased from \$403,042 to \$410,977. This is an increase of \$7,935.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2016 is \$1,826,751.13.

Therefore, the Itemized Service Budget for the service of Case Management (Attachment A) is revised and attached.

Delete and Replace:

Terms and Conditions, **Background Checks for Employment through the Central Registry**, section 16.0, delete and replace the existing version with the following:

If providing direct services to children or vulnerable adults, the following shall apply:

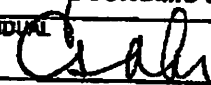
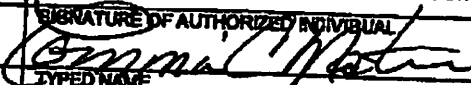
- 16.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 16.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
 1. Any person who applies for a contract with this State and that person's employees;
 2. All employees of a contractor;
 3. A subcontractor of a contractor and the subcontractor's employees; and
 4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 16.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 16.4
 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 16.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:
 1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction; and
 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state of jurisdiction, which resulted in a substantiated finding. The Certification for Direct Service Position is located at:
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>

16.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

16.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at:

<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc>

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.


| | | | |
|---|--|--|--|
| 6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY | | 7. NAME OF CONTRACTOR Gila County Division of Health and Community Services | |
| SIGNATURE OF AUTHORIZED INDIVIDUAL  | | SIGNATURE OF AUTHORIZED INDIVIDUAL  | |
| TYPED NAME Elizabeth G. Csaki, CPPB | | TYPED NAME Tommie C. Martin | |
| TITLE Contract Administration Procurement Manager | | TITLE Chairman, Gila County Board of Supervisors | |
| DATE 2/15/2013 | | DATE 1/22/13 | |

ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
Assistant Attorney General

Date: 2/14/13

By: 
Public Agency Legal Counsel
Bryan B. Chambers
Chief Deputy County Attorney
Date: 1-22-2013

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-12 TO 6-30-13

1 PERSONNEL

| Number of Positions | FTE Level | Position Title | Salary for Contract Period | % Allocated to Service A+ D = Total | Total Service Cost | DES Cost |
|------------------------------|-----------|---------------------------|----------------------------|-------------------------------------|--------------------|------------------|
| 1 | 1 | Divisional Fiscal Manager | \$53,893 | 50%+0=50% | 50% \$ 26,947 | \$ 26,947 |
| 1 | 1 | Divisional Accountant | \$35,413 | 50%+0=50% | 50% \$ 17,707 | \$ 8,853 |
| 1 | 1 | Program Manager | \$47,632 | 25%+25=50% | 50% \$ 23,816 | \$ 11,908 |
| 1 | 1 | Case Manager | \$30,534 | 0%+50%=50% | 50% \$ 15,267 | \$ 15,267 |
| 1 | 1 | Case Manager | \$32,094 | 0%+50%=50% | 50% \$ 16,047 | \$ 16,047 |
| 1 | 1 | Clerk | \$32,885 | 0%+50%=50% | 50% \$ 16,443 | \$ 8,221 |
| TOTAL PERSONNEL COST: | | | | | \$ 116,227 | \$ 87,243 |

2 EMPLOYEE RELATED EXPENSES

| Item | Basis | Service Cost | DES Cost |
|------------------------|-------------------------------------|------------------|------------------|
| Health Insurance | \$595.83 per mo. x 12 mo. X 3 @ 25% | \$ 5,382 | \$ 5,382 |
| | \$595.83 per mo. x 12 mo. X 3 @ 50% | \$ 10,725 | \$ 10,725 |
| FICA | 0.0765 X \$116,227 | \$ 8,891 | \$ 4,446 |
| Workman's Comp | 0.003 X \$116,227 | \$ 349 | \$ 174 |
| Retirement | 0.1115 X \$116,227 | \$ 12,959 | \$ 6,480 |
| TOTAL ERE COST: | | \$ 38,286 | \$ 27,187 |

3 PROFESSIONAL AND OUTSIDE SERVICES

| Item | Basis | Service Cost | DES Cost |
|--|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL PROF & OUTSIDE COSTS: | | \$ - | \$ - |

4 TRAVEL

| Item | Basis | Service Cost | DES Cost |
|----------------------------|--|-----------------|-----------------|
| Gas/Vehicles/Maint | \$500 per month x 12 months | \$ 6,000 | \$ 4,500 |
| Per Diem | \$25 per day for 20 days for 5 FTE's / Board Members | \$ 2,500 | \$ 1,625 |
| TOTAL TRAVEL COSTS: | | \$ 8,500 | \$ 6,125 |

5 SPACE

| Item | Basis | Service Cost | DES Cost |
|-------------------------------|---|------------------|------------------|
| Rent - Globe Office | Rent \$1,673 monthly X 12 months (Includes electricity, cleaning, water, etc.) | \$ 20,076 | \$ 10,038 |
| Sparketts/Other Space Expense | \$100 x 12 months | \$ 1,200 | \$ 600 |
| TOTAL SPACE COSTS: | | \$ 21,276 | \$ 10,638 |

6 EQUIPMENT

| Item | Basis | Service Cost | DES Cost |
|-------------------------------|-------|--------------|----------|
| N/A | | \$ - | \$ - |
| TOTAL EQUIPMENT COSTS: | | \$ - | \$ - |

7 MATERIALS & SUPPLIES

| Item | Basis | Service Cost | DES Cost |
|------------------------------------|---------------------------------------|--------------|----------|
| General Office Supplies | \$200 per month x 6 FTE's x 12 months | \$ 14,400 | \$ 5,406 |
| Postage | \$250 per month x 12 months | \$ 3,000 | \$ 1,500 |
| TOTAL MAT & SUPP COSTS: | | \$ 17,400 | \$ 6,906 |

8 OPERATING SERVICES

| Item | Basis | Service Cost | DES Cost |
|---|--|--------------|-----------|
| Staff Training & Registration | \$1000 for training sessions for 4 FTE's (Includes hotel, registration) | \$ 4,000 | \$ 4,000 |
| Advisory Board Quarterly Meetings | Registrations and meals | \$ 1,665 | \$ 1,665 |
| Local Fax, 800 Line, Phone Line & Service | \$1,713.30 x 12 months | \$ 20,560 | \$ 10,280 |
| Maintenance, Leases Agreements & Memberships/Dues | | \$ 26,225 | \$ 15,945 |
| TOTAL OPERATING SERVICE COSTS: | | \$ 26,225 | \$ 15,945 |

9 INDIRECT COSTS

| Item | Basis | Service Cost | DES Cost |
|------------------------------|-------|--------------|----------|
| N/A | | \$ - | \$ - |
| TOTAL INDIRECT COSTS: | | \$ - | \$ - |

| | | | |
|----|---------------------------------------|------------|------------|
| 10 | SUBTOTAL ADMINISTRATIVE COSTS: | \$ 227,914 | \$ 154,044 |
|----|---------------------------------------|------------|------------|

11 VOUCHERS

| Item | | | Service Cost | DES Cost |
|-----------------------------|--------|----|-------------------|-------------------|
| 1 | LIHEAP | 77 | \$ 218,565 | \$ 218,565 |
| 2 | LIHCON | 78 | \$ - | \$ - |
| 3 | LLVG | | \$ 7,935 | \$ 7,935 |
| 4 | NHN | 70 | \$ 433 | \$ 433 |
| 5 | TANF | 49 | \$ 30,000 | \$ 30,000 |
| 6 | ESG | 17 | \$ - | \$ - |
| TOTAL VOUCHER COSTS: | | | \$ 256,933 | \$ 256,933 |

| | | | | |
|----|---------------------|--|-------------------|-------------------|
| 12 | TOTAL COSTS: | | \$ 484,847 | \$ 410,977 |
|----|---------------------|--|-------------------|-------------------|

REVENUE SOURCES:

| | | |
|-----------------------|-------------------|-------------------|
| DES Case Mgt. | \$ 410,977 | \$ 410,977 |
| Gila County | \$ 73,870 | |
| TOTAL REVENUE: | \$ 484,847 | \$ 410,977 |

| | | |
|-----------------------|-------------------|-------------------|
| TOTAL REVENUE: | \$ 484,847 | \$ 410,977 |
|-----------------------|-------------------|-------------------|

4/10/2012
Revised 12/10/2012



Intergovernmental Agreement CONTRACT AMENDMENT

| | |
|--|--|
| 1. CONTRACTOR (Name and address) Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501 | 2. CONTRACT ID NUMBER DE111073001 3. AMENDMENT NUMBER Six (6) |
|--|--|

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section and Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2012 through June 30, 2013:

The reimbursement ceiling for the service Case Management is increased from \$320,006 to \$403,042. This is an increase of \$83,036.

The reimbursement ceiling for the service Community Services is increased from \$150,000 to \$158,000. This is an increase of \$8,000, which includes \$6,000 "Carry Forward" funding. The carry forward funding is not added to the cumulative reimbursement ceiling.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is \$1,818,816.13.

Therefore, the Itemized Service Budget for the services of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

Delete and Replace:

Terms and Conditions, Background Checks for Employment through the Central Registry, section 16.0, delete and replace the original with the following:

If providing direct services to children or vulnerable adults, the following shall apply:

16.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

16.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

1. Any person who applies for a contract with this State and that person's employees;

2. All employees of a contractor;

3. A subcontractor of a contractor and the subcontractor's employees; and

4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

16.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

16.4 Effective August 2, 2012:

1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.

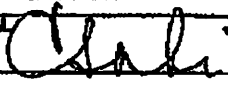

2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

16.5 The person shall not provide direct services to ADES clients until the results of the Central Registry Background Check are complete and the results indicate that the person has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

16.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

ADD**Terms and Conditions, Confidentiality, section 19.2**

The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-181 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.

| | |
|---|--|
| 6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HEREIN THAT HE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT. | |
| 6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY | 7. NAME OF CONTRACTOR Gila County Division of Health and Community Services |
| SIGNATURE OF AUTHORIZED INDIVIDUAL  | SIGNATURE OF AUTHORIZED INDIVIDUAL  |
| TYPED NAME Elizabeth G. Cook, CPPB | TYPED NAME Tommie C. Martin |
| TITLE Contract Administration Procurement Manager | TITLE Chairman, Gila County Board of Supervisors |
| DATE 12/7/2012 | DATE 11/13/12 |

IN ACCORDANCE WITH ARS §11-902 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
Assistant Attorney General

Date: 12/5/12

By: 
Public Agency Legal Counsel
Bryan B. Chambers
Chief Deputy, Gila County Attorney

Date: 11/13/12

**ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-12 TO 6-30-13**

1 PERSONNEL

| Number of Positions | FTE Level | Position Title | Salary for Contract Period | % Allocated to Service A+ D = Total | Total Service Cost | DES Cost |
|------------------------------|-----------|---------------------------|----------------------------|-------------------------------------|--------------------|------------------|
| 1 | 1 | Divisional Fiscal Manager | \$58,888 | 50%+0=50% | 50% \$ 28,947 | \$ 28,947 |
| 1 | 1 | Divisional Accountant | \$35,413 | 50%+0=50% | 50% \$ 17,707 | \$ 8,853 |
| 1 | 1 | Program Manager | \$47,832 | 25%+25=50% | 50% \$ 23,816 | \$ 11,908 |
| 1 | 1 | Case Manager | \$30,634 | 0%+50%=50% | 50% \$ 15,267 | \$ 15,267 |
| 1 | 1 | Case Manager | \$32,094 | 0%+50%=50% | 50% \$ 16,047 | \$ 16,047 |
| 1 | 1 | Clerk | \$82,885 | 0%+50%=50% | 50% \$ 16,442 | \$ 8,221 |
| TOTAL PERSONNEL COST: | | | | | \$ 116,226 | \$ 87,243 |

2 EMPLOYEE RELATED EXPENSES

| Item | Basis | Service Cost | DES Cost |
|------------------------|-----------------------------------|------------------|------------------|
| Health Insurance | \$595.83 per mo x 12 mo X 3 @ 25% | \$ 5,362 | \$ 5,362 |
| | \$595.83 per mo x 12 mo X 3 @ 50% | \$ 10,725 | \$ 10,725 |
| FICA | 0.0765 X \$116,226 | \$ 8,891 | \$ 4,446 |
| Workman's Comp | 0.003 X \$116,226 | \$ 349 | \$ 174 |
| Retirement | 0.1115 X \$116,226 | \$ 12,959 | \$ 6,480 |
| TOTAL ERE COST: | | \$ 38,286 | \$ 27,187 |

3 PROFESSIONAL AND OUTSIDE SERVICES

| Item | Basis | Service Cost | DES Cost |
|--|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL PROF & OUTSIDE COSTS: | | \$ - | \$ - |

4 TRAVEL

| Item | Basis | Service Cost | DES Cost |
|----------------------------|--|-----------------|-----------------|
| Gas/Vehicles/Maint | \$500 per month x 12 months | \$ 6,000 | \$ 4,500 |
| Per Diem | \$25 per day for 20 days for 5 FTE's / Board Members | \$ 2,500 | \$ 1,625 |
| TOTAL TRAVEL COSTS: | | \$ 8,500 | \$ 6,125 |

5 SPACE

| Item | Basis | Service Cost | DES Cost |
|-------------------------------|---|------------------|------------------|
| Rent - Globe Office | Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.) | \$ 20,076 | \$ 10,038 |
| Sparklets/Other Space Expense | \$100 x 12 months | \$ 1,200 | \$ 800 |
| TOTAL SPACE COSTS: | | \$ 21,276 | \$ 10,838 |

6 EQUIPMENT

| Item | Basis | Service Cost | DES Cost |
|-------------------------------|-------|--------------|----------|
| N/A | | \$ - | \$ - |
| TOTAL EQUIPMENT COSTS: | | \$ - | \$ - |

7 MATERIALS & SUPPLIES

| Item | Basis | Service Cost | DES Cost |
|------------------------------------|---------------------------------------|--------------|----------|
| General Office Supplies | \$200 per month x 6 FTE's x 12 months | \$ 14,400 | \$ 5,406 |
| Postage | \$250 per month x 12 months | \$ 3,000 | \$ 1,500 |
| TOTAL MAT & SUPP COSTS: | | \$ 17,400 | \$ 6,906 |

8 OPERATING SERVICES

| Item | Basis | Service Cost | DES Cost |
|---|--|--------------|-----------|
| Staff Training & Registration | \$1000 for training sessions for 4 FTE's (includes hotel, registration) | \$ 4,000 | \$ 4,000 |
| Advisory Board Quarterly Meetings | Registrations and meals | \$ 1,665 | \$ 1,665 |
| Local Fax, 800 Line, Phone Line & Service | \$1,713.30 x 12 months | \$ 20,560 | \$ 10,280 |
| Maintenance, Leases Agreements & Memberships/Dues | | \$ 28,225 | \$ 15,945 |
| TOTAL OPERATING SERVICE COSTS: | | \$ 28,225 | \$ 15,945 |

9 INDIRECT COSTS

| Item | Basis | Service Cost | DES Cost |
|------------------------------|-------|--------------|----------|
| N/A | | \$ - | \$ - |
| TOTAL INDIRECT COSTS: | | \$ - | \$ - |

10**SUBTOTAL ADMINISTRATIVE COSTS:**

\$ 227,913 \$ 154,044

11 VOUCHERS

| Item | | | Service Cost | DES Cost |
|----------------------|--------|----|--------------|------------|
| 1 | LIHEAP | 77 | \$ 218,585 | \$ 218,585 |
| 2 | LTHCON | 78 | \$ - | \$ - |
| 3 | LLVG | | \$ - | \$ - |
| 4 | NHN | 70 | \$ 433 | \$ 433 |
| 5 | TANF | 49 | \$ 30,000 | \$ 30,000 |
| 6 | ESG | 17 | \$ - | \$ - |
| TOTAL VOUCHER COSTS: | | | \$ 248,998 | \$ 248,998 |

| | | | | |
|----|--------------|--|------------|------------|
| 12 | TOTAL COSTS: | | \$ 476,911 | \$ 403,042 |
|----|--------------|--|------------|------------|

REVENUE SOURCES:

| | | |
|----------------|------------|------------|
| DES Case Mgt. | \$ 403,042 | \$ 403,042 |
| Gila County | \$ 73,869 | |
| TOTAL REVENUE: | \$ 476,911 | \$ 403,042 |
| TOTAL REVENUE: | \$ 476,911 | \$ 403,042 |

4/10/2012
Revised 9/12/2012

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-12 TO 6-30-13

1 PERSONNEL

| Number of Positions | FTE Level | Position Title | Salary for Contract Period | % Allocated to Service A+ D = Total | Total Service Cost | DES Cost |
|------------------------------|-----------|-----------------------------|----------------------------|-------------------------------------|--------------------|------------------|
| 1 | 1 | Community Services Director | \$81,994 | 50%+0=50% | 50% \$ 40,997 | \$ 8,199 |
| 1 | 1 | Divisional Accountant | \$35,413 | 50%+0=50% | 50% \$ 17,707 | \$ 3,541 |
| 1 | 1 | Divisional Fiscal Manager | \$53,883 | 50%+0=50% | 50% \$ 26,947 | \$ 5,389 |
| 1 | 1 | Divisional Special Projects | \$27,908 | 50%+0=50% | 50% \$ 13,954 | \$ 6,977 |
| 1 | 1 | Divisional Assistant | \$39,104 | 50%+0=50% | 50% \$ 19,552 | \$ 9,776 |
| 1 | 1 | Program Manager | \$47,632 | 25%+25=50% | 50% \$ 23,816 | \$ 11,908 |
| 1 | 1 | Case Manager | \$30,534 | 0%+50%=50% | 50% \$ 15,267 | \$ 7,834 |
| 1 | 1 | Case Manager | \$32,084 | 0%+50%=50% | 50% \$ 16,047 | \$ 8,024 |
| 1 | 1 | Clerk | \$32,885 | 0%+50%=50% | 50% \$ 16,443 | \$ 8,221 |
| TOTAL PERSONNEL COST: | | | | | \$ 190,730 | \$ 89,889 |

2 EMPLOYEE RELATED EXPENSES

| Item | Basis | | | Service Cost | DES Cost |
|------------------------|-----------------------------------|---|-----------|------------------|------------------|
| Health Insurance | \$595.83 per mo x 12 mo X 3 @ 10% | | | \$ 2,145 | \$ 2,145 |
| | \$595.83 per mo x 12 mo X 6 @ 25% | | | \$ 10,725 | \$ 10,725 |
| FICA | 0.0765 | X | \$190,730 | \$ 14,591 | \$ 7,295 |
| Workman's Comp | 0.003 | X | \$190,730 | \$ 572 | \$ 286 |
| Retirement | 0.1115 | X | \$190,730 | \$ 21,266 | \$ 10,633 |
| TOTAL ERE COST: | | | | \$ 48,299 | \$ 31,084 |

3 PROFESSIONAL AND OUTSIDE SERVICES

| Item | Basis | Service Cost | DES Cost |
|--|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL PROF & OUTSIDE COSTS: | | \$ - | \$ - |

4 TRAVEL

| Item | Basis | Service Cost | DES Cost |
|----------------------------|--|-----------------|-----------------|
| Gas/Vehicles/Maint | \$500 per month x 12 months | \$ 6,000 | \$ 4,200 |
| Per Diem | \$25 per day for 20 days for 6 FTE's / Board Members | \$ 2,500 | \$ 1,800 |
| TOTAL TRAVEL COSTS: | | \$ 8,500 | \$ 6,000 |

5 SPACE

| Item | Basis | Service Cost | DES Cost |
|---------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL SPACE COSTS: | | \$ - | \$ - |

6 EQUIPMENT

| Item | Basis | Service Cost | DES Cost |
|-------------------------------|-------|--------------|----------|
| N/A | | \$ - | \$ - |
| TOTAL EQUIPMENT COSTS: | | \$ - | \$ - |

7 MATERIALS & SUPPLIES

| Item | Basis | Service Cost | DES Cost |
|------------------------------------|-------|--------------|----------|
| N/A | | \$ - | \$ - |
| TOTAL MAT & SUPP COSTS: | | \$ - | \$ - |

8 OPERATING SERVICES

| Item | Basis | Service Cost | DES Cost |
|---------------------------------------|-------|--------------|----------|
| N/A | | \$ - | \$ - |
| TOTAL OPERATING SERVICE COSTS: | | \$ - | \$ - |

9 INDIRECT COSTS

| Item | Basis | Service Cost | DES Cost |
|------------------------------|-------|--------------|----------|
| N/A | | \$ - | \$ - |
| TOTAL INDIRECT COSTS: | | \$ - | \$ - |

10**SUBTOTAL ADMINISTRATIVE COSTS:**

\$ 248,529 \$ 106,753

11 VOUCHERS

| Item | | Service Cost | DES Cost |
|-----------------------------------|--------------------------------|--------------|-----------|
| Vouchers - Direct Client Services | Average \$247 x 1 household | \$ 49,000 | \$ 49,000 |
| | Average \$490 x 100 households | \$ 247 | \$ 247 |
| TOTAL VOUCHER COSTS: | | \$ 49,247 | \$ 49,247 |

12**TOTAL COSTS:**

\$ 297,776 \$ 156,000

REVENUE SOURCES:

| | | |
|-----------------------|-------------------|-------------------|
| DES CSV | \$ 156,000 | \$ 156,000 |
| Gila County | \$ 141,776 | |
| TOTAL REVENUE: | \$ 297,776 | \$ 156,000 |
| TOTAL REVENUE: | \$ 297,776 | \$ 156,000 |

4/10/2012

Revised 9/12/2012


DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address)

**Gila County Division of Health and Community Services
5515 S. Apache Ave., Suite 200
Globe, Arizona 85501**

**2. CONTRACT ID NUMBER
DE111073001**

**3. AMENDMENT NUMBER
Five (5)**

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Delete and Replace:

Terms and Conditions, Fingerprinting section 32.1.1, delete and replace the original with the following:
Effective immediately, Contractor and subcontractor staff who are required or allowed to provide services directly to juveniles or vulnerable adults shall possess a fingerprint clearance card that meets Level One requirements as described in ARS 41-1758.07, OR, if waiting receipt of their clearance card, shall provide services under direct visual supervision and oversight of an employee who possess a level one fingerprint clearance card until they are issued a valid fingerprint clearance card that meets the Level One requirements. Contractor and subcontractor staff include current employees whether paid or not who transfer into a direct service position, volunteers, and new employees whether paid or not.

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

SIGNATURE OF AUTHORIZED INDIVIDUAL

TYPED NAME

Elizabeth G. Csaki, CPPB

TITLE

Contract Administration Procurement Manager

DATE

8/28/12

7. NAME OF CONTRACTOR

Gila County Division of Health and Community Services

SIGNATURE OF AUTHORIZED INDIVIDUAL

TYPED NAME

Tommie C. Martin

TITLE

Chairman, Gila County Board of Supervisors

DATE

8/7/12

IN ACCORDANCE WITH ARS §11-452 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Barbara M. Behren

Assistant Attorney General

Date: 8/24/12

By: Bryan B. Chambers

Public Agency Legal Counsel
Bryan B. Chambers

Date: 8 2 2012


DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

| | |
|--|---|
| 1. CONTRACTOR (Name and address) Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501 | 2. CONTRACT ID NUMBER DE111073001 <hr/> 3. AMENDMENT NUMBER Four (4) |
|--|---|

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section, and Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period beginning July 1, 2012 through June 30, 2013:

The reimbursement ceiling for the service for Case Management is \$320,006.

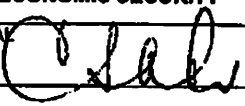
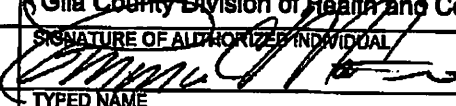
The reimbursement ceiling for the service for Community Services is \$150,000.

The cumulative reimbursement ceiling for the contract period July 1, 2010 to June 30, 2015 is increased to \$1,735,780.13.

Therefore, the Itemized Service Budgets for the service of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

Reporting: Effective July 1, 2012 programmatic data shall be submitted through direct entry into CAP60 or through an agreed upon data bridge from an existing data system into CAP60 as identified on Programmatic Reports. All other reports such as invoices, payment verification forms and narrative information shall be provided on the forms currently required by this contract.

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

| | |
|---|---|
| 6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY SIGNATURE OF AUTHORIZED INDIVIDUAL  TYPED NAME Elizabeth G. Csaki, CPPB TITLE Contract Administration Procurement Manager DATE 7/19/12 | 7. NAME OF CONTRACTOR Gila County Division of Health and Community Services SIGNATURE OF AUTHORIZED INDIVIDUAL  TYPED NAME Tommie C. Martin TITLE Chairman, Gila County Board of Supervisors DATE 6/26/12 |
|---|---|

IN ACCORDANCE WITH ARS §11-852 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
Assistant Attorney General

Date: **7/12/12**

By: 
Public Agency Legal Counsel
Bryan J. Chambers

Date: **6-26-12**

**Intergovernmental Agreement
CONTRACT AMENDMENT**

| | |
|--|--|
| 1. CONTRACTOR (Name and address) Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501 | 2. CONTRACT ID NUMBER DE111073001 3. AMENDMENT NUMBER Three (3) |
|--|--|

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2011 through June 30, 2012:

The reimbursement ceiling for the service Case Management is increased from \$426,729 to \$456,257. This is an increase of \$29,528, which includes \$6,389 "Carryover" funding. The carryover funding is not added to the cumulative reimbursement ceiling.

The reimbursement ceiling for the service Community Services is increased from \$150,000 to \$220,258. This is an increase of \$70,258, which includes \$70,258 "Carryover" funding. The carryover funding is not added to the cumulative reimbursement ceiling.



The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is \$1,265,774.13.

Therefore, the Itemized Service Budget for the services of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

Delete and Replace:

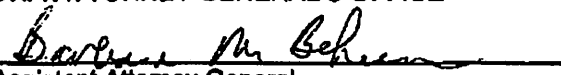
Terms and Conditions, section 4.5, delete and replace the original with the following:

"Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

| | |
|--|---|
| 5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT. | |
| 6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY | 7. NAME OF CONTRACTOR Gila County Division of Health and Community Services |
| SIGNATURE OF AUTHORIZED INDIVIDUAL  | SIGNATURE OF AUTHORIZED INDIVIDUAL  |
| TYPED NAME Elizabeth G. Csaki, CPPB | TYPED NAME Tommie C. Martin |
| TITLE Contract Administration Procurement Manager | TITLE Chairman, Gila County Board of Supervisors |
| DATE 12/7/2011 | DATE 12/15/11 |

IN ACCORDANCE WITH ARS §11-652 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
Assistant Attorney General

Date: 12/5/11

By: 
Public Agency Legal Counsel
Bryah B. Chambers

Date: 12/15/11

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

| Number of Positions | FTE Level | Position Title | Salary for Contract Period | % Allocated to Service A+ D = Total | Total Service Cost | DES Cost |
|------------------------------|-----------|---------------------------|----------------------------|-------------------------------------|--------------------|------------------|
| 1 | 1 | Divisional Fiscal Manager | \$53,893 | 50%+0=50% | 50% \$ 26,947 | \$ 26,947 |
| 1 | 1 | Divisional Accountant | \$35,422 | 50%+0=50% | 50% \$ 17,711 | \$ 17,711 |
| 1 | 1 | Program Manager | \$47,632 | 25%+25=50% | 50% \$ 23,816 | \$ 11,908 |
| 1 | 1 | Case Manager | \$30,534 | 0%+50%=50% | 50% \$ 15,267 | \$ 15,267 |
| 1 | 1 | Case Manager | \$32,094 | 0%+50%=50% | 50% \$ 16,047 | \$ 16,047 |
| 1 | 1 | Clerk | \$21,091 | 0%+50%=50% | 50% \$ 10,546 | \$ 10,546 |
| TOTAL PERSONNEL COST: | | | | | \$ 110,334 | \$ 98,426 |

2 EMPLOYEE RELATED EXPENSES

| Item | Basis | Service Cost | DES Cost |
|------------------------|-----------------------------------|------------------|------------------|
| Health Insurance | \$595.83 per mo x 12 mo X 1 @ 25% | \$ 1,787 | \$ 1,787 |
| | \$595.83 per mo x 12 mo X 5 @ 50% | \$ 17,875 | \$ 17,875 |
| FICA | 0.0765 X \$110,334 | \$ 8,441 | \$ 4,220 |
| Workman's Comp | 0.003 X \$110,334 | \$ 331 | \$ 166 |
| Retirement | 0.1075 X \$110,334 | \$ 11,861 | \$ 5,930 |
| TOTAL ERE COST: | | \$ 40,295 | \$ 29,978 |

3 PROFESSIONAL AND OUTSIDE SERVICES

| Item | Basis | Service Cost | DES Cost |
|--|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL PROF & OUTSIDE COSTS: | | \$ - | \$ - |

4 TRAVEL

| Item | Basis | Service Cost | DES Cost |
|----------------------------|--------------------------------------|-----------------|-----------------|
| Gas/Vehicles/Maint | \$300 per month x 12 months | \$ 3,600 | \$ 3,600 |
| Per Diem | \$42 per day for 20 days for 5 FTE's | \$ 4,200 | \$ 4,200 |
| TOTAL TRAVEL COSTS: | | \$ 7,800 | \$ 7,800 |

5 SPACE

| Item | Basis | Service Cost | DES Cost |
|-------------------------------|---|------------------|------------------|
| Rent - Globe Office | Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.) | \$ 20,076 | \$ 12,046 |
| Sparklets/Other Space Expense | \$100 x 12 months | \$ 1,200 | \$ 240 |
| TOTAL SPACE COSTS: | | \$ 21,276 | \$ 12,286 |

6 EQUIPMENT

| Item | Basis | Service Cost | DES Cost |
|-------------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL EQUIPMENT COSTS: | | \$ - | \$ - |

7 MATERIALS & SUPPLIES

| Item | Basis | Service Cost | DES Cost |
|------------------------------------|---------------------------------------|------------------|-----------------|
| General Office Supplies | \$200 per month x 6 FTE's x 12 months | \$ 14,400 | \$ 8,489 |
| Postage | \$250 per month x 12 months | \$ 3,000 | \$ 1,200 |
| TOTAL MAT & SUPP COSTS: | | \$ 17,400 | \$ 9,689 |

8 OPERATING SERVICES

| Item | Basis | Service Cost | DES Cost |
|---|---|------------------|------------------|
| Staff Training & Registration | \$1000 for training sessions for 3 FTE's | \$ 3,000 | \$ 3,000 |
| | \$1500 for out of state training for 2 FTE's (includes flight, hotel & registration) | \$ 3,000 | \$ 3,000 |
| Printing, Publishing & Advertising Costs | 4 publications @ \$200 in local papers | \$ 800 | \$ 800 |
| Local Fax, 800 Line, Phone Line & Service | \$1,713.30 x 12 months | | |
| Maintenance, Leases Agreements & Memberships/Dues | | \$ 20,560 | \$ 14,340 |
| TOTAL OPERATING SERVICE COSTS: | | \$ 27,360 | \$ 21,140 |

9 INDIRECT COSTS

| Item | Basis | Service Cost | DES Cost |
|------------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL INDIRECT COSTS: | | \$ - | \$ - |

10**SUBTOTAL ADMINISTRATIVE COSTS:****\$ 224,485 \$ 179,319**

11 VOUCHERS

| Item | | | Service Cost | DES Cost |
|-----------------------------|--------|----|-------------------|-------------------|
| 1 | LIHEAP | 77 | \$ 243,108 | \$ 243,108 |
| 2 | LIHCON | 78 | \$ 7,013 | \$ 7,013 |
| 3 | LLVG | | \$ - | \$ - |
| 4 | NHN | 70 | \$ 865 | \$ 865 |
| 5 | TANF | 49 | \$ 19,293 | \$ 19,293 |
| 6 | ESG | 17 | \$ 6,659 | \$ 6,659 |
| TOTAL VOUCHER COSTS: | | | \$ 276,938 | \$ 276,938 |

| | | | | |
|----|---------------------|--|-------------------|-------------------|
| 12 | TOTAL COSTS: | | \$ 501,403 | \$ 456,257 |
|----|---------------------|--|-------------------|-------------------|

REVENUE SOURCES:

| | | |
|-----------------------|-------------------|-------------------|
| DES Case Mgt. | \$ 456,257 | \$ 456,257 |
| Gila County | \$ 45,146 | |
| TOTAL REVENUE: | \$ 501,403 | \$ 456,257 |
| TOTAL REVENUE: | \$ 501,403 | \$ 456,257 |

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

| Number of Positions | FTE Level | Position Title | Salary for Contract Period | % Allocated to Service A+ D = Total | Total Service Cost | DES Cost |
|------------------------------|-----------|-----------------------------|----------------------------------|--|-----------------------|------------------|
| 1 | 1 | Community Services Director | \$81,994 | 50%+0=50% | 50% \$ 40,997 | \$ 4,100 |
| 1 | 1 | Divisional Accountant | \$35,422 | 50%+0=50% | 50% \$ 17,711 | \$ 3,542 |
| 1 | 1 | Divisional Program Manager | \$55,245 | 50%+0=50% | 50% \$ 27,623 | \$ 5,525 |
| 1 | 1 | Divisional Special Projects | \$27,908 | 50%+0=50% | 50% \$ 13,954 | \$ 5,582 |
| 1 | 1 | Divisional Assistant | \$32,885 | 50%+0=50% | 50% \$ 16,443 | \$ 6,577 |
| 1 | 1 | Program Manager | \$47,632 | 25%+25=50% | 50% \$ 23,816 | \$ 23,816 |
| 1 | 1 | Case Manager | \$30,534 | 0%+50%=50% | 50% \$ 15,267 | \$ 15,267 |
| 1 | 1 | Case Manager | \$32,094 | 0%+50%=50% | 50% \$ 16,047 | \$ 16,047 |
| 1 | 1 | Clerk | \$21,091 | 0%+50%=50% | 50% \$ 10,546 | \$ 10,546 |
| TOTAL PERSONNEL COST: | | | | | \$ 182,404 | \$ 91,002 |

2 EMPLOYEE RELATED EXPENSES

| Item | Basis | Service Cost | DES Cost |
|------------------------|-----------------------------------|------------------|------------------|
| Health Insurance | \$595.83 per mo x 12 mo X 1 @ 5% | \$ 357 | \$ 357 |
| | \$595.83 per mo x 12 mo X 2 @ 10% | \$ 1,430 | \$ 1,430 |
| | \$595.83 per mo x 12 mo X 2 @ 20% | \$ 2,860 | \$ 2,860 |
| | \$595.83 per mo x 12 mo X 4 @ 50% | \$ 14,300 | \$ 14,300 |
| FICA | 0.0765 X \$182,404 | \$ 13,954 | \$ 6,977 |
| Workman's Comp | 0.003 X \$182,404 | \$ 547 | \$ 274 |
| Retirement | 0.1075 X \$182,404 | \$ 19,608 | \$ 9,804 |
| TOTAL ERE COST: | | \$ 53,056 | \$ 36,002 |

3 PROFESSIONAL AND OUTSIDE SERVICES

| Item | Basis | Service Cost | DES Cost |
|--|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL PROF & OUTSIDE COSTS: | | \$ - | \$ - |

4 TRAVEL

| Item | Basis | Service Cost | DES Cost |
|----------------------------|--------------------------------------|------------------|------------------|
| Gas/Vehicles/Maint | \$500 per month x 12 months | \$ 6,000 | \$ 6,000 |
| Per Diem | \$42 per day for 20 days for 5 FTE's | \$ 4,200 | \$ 4,200 |
| TOTAL TRAVEL COSTS: | | \$ 10,200 | \$ 10,200 |

5 SPACE

| Item | Basis | Service Cost | DES Cost |
|---------------------------|---|------------------|-----------------|
| Rent - Globe Office | Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.) | \$ 20,076 | \$ 8,154 |
| N/A | | \$ - | \$ - |
| TOTAL SPACE COSTS: | | \$ 20,076 | \$ 8,154 |

6 EQUIPMENT

| Item | Basis | Service Cost | DES Cost |
|-------------------------------|-----------------------------|---------------|---------------|
| Scanners | 3 @ \$300 based on IT quote | \$ 900 | \$ 900 |
| TOTAL EQUIPMENT COSTS: | | \$ 900 | \$ 900 |

7 MATERIALS & SUPPLIES

| Item | Basis | Service Cost | DES Cost |
|------------------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL MAT & SUPP COSTS: | | \$ - | \$ - |

8 OPERATING SERVICES

| Item | Basis | Service Cost | DES Cost |
|---|--|------------------|------------------|
| Staff Training & Registration | \$500 for training sessions for 2 FTE's @ 100% | \$ 1,000 | \$ 1,000 |
| Local Fax, 800 Line, Phone Line & Service | \$1,000 x 12 months | | |
| Maintenance, Leases Agreements & Memberships/Dues | | \$ 12,000 | \$ 12,000 |
| TOTAL OPERATING SERVICE COSTS: | | \$ 13,000 | \$ 13,000 |

9 INDIRECT COSTS

| Item | Basis | Service Cost | DES Cost |
|------------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL INDIRECT COSTS: | | \$ - | \$ - |

10**SUBTOTAL ADMINISTRATIVE COSTS:****\$ 279,636 \$ 159,258****11 VOUCHERS**

| Item | Basis | Service Cost | DES Cost |
|-----------------------------------|--------------------------------|------------------|------------------|
| Vouchers - Direct Client Services | Average \$500 x 122 households | \$ 61,000 | \$ 61,000 |
| TOTAL VOUCHER COSTS: | | \$ 61,000 | \$ 61,000 |

12**TOTAL COSTS:****\$ 340,636 \$ 220,258****REVENUE SOURCES:**

| | | |
|-----------------------|-------------------|-------------------|
| DES CSV | \$ 220,258 | \$ 220,258 |
| Gila County | \$ 120,378 | |
| TOTAL REVENUE: | \$ 340,636 | \$ 220,258 |
| TOTAL REVENUE: | \$ 340,636 | \$ 220,258 |



Intergovernmental Agreement CONTRACT AMENDMENT

| | |
|---|--|
| 1. CONTRACTOR (Name and address) Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501 | 2. CONTRACT ID NUMBER DE111073001 3. AMENDMENT NUMBER Two (2) |
|---|--|

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section, the purpose of this amendment is to:

Add funding for the contract period beginning July 1, 2011 through June 30, 2012:

The reimbursement ceiling for the service for Case Management is increased from \$480,974 to \$907,703. This is an increase of \$426,729.

The reimbursement ceiling for the service for Community Services is increased from \$163,557 to \$313,557. This is an increase of \$150,000.

The cumulative reimbursement ceiling for the contract period July 1, 2011 to June 30, 2015 is: \$1,242,635.13.

Therefore, the Itemized Service Budgets for the service of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

| | |
|---|---|
| 5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT. | |
| 6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Elizabeth G. Csaki</i> TYPED NAME Elizabeth G. Csaki, CPPB TITLE Contract Administration Procurement Manager DATE 6/28/2011 | 7. NAME OF CONTRACTOR Gila County Division of Health and Community Services SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Michael A. Pastor</i> TYPED NAME Michael A. Pastor TITLE Chairman, Gila County Board of Supervisors DATE 6-7-11 |

IN ACCORDANCE WITH ARS §11-852 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: *Barbara M. Behm*
Assistant Attorney General

Date: *6-8-11*

By: *Bryan B. Chambers*
Public Agency Legal Counsel
Bryan B. Chambers
Chief Deputy County Attorney
Date: *6-7-2011*

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

| Number of Positions | FTE Level | Position Title | Salary for Contract Period | % Allocated to Service A+ D = Total | Total Service Cost | DES Cost |
|------------------------------|-----------|---------------------------|----------------------------|-------------------------------------|--------------------|------------------|
| 1 | 1 | Divisional Fiscal Manager | \$53,893 | 50%+0=50% | 50% \$ 26,947 | \$ 26,947 |
| 1 | 1 | Divisional Accountant | \$35,422 | 50%+0=50% | 50% \$ 17,711 | \$ 17,711 |
| 1 | 1 | Program Manager | \$47,632 | 25%+25=50% | 50% \$ 23,816 | \$ 11,908 |
| 1 | 1 | Case Manager | \$30,534 | 0%+50%=50% | 50% \$ 15,267 | \$ 15,267 |
| 1 | 1 | Case Manager | \$32,094 | 0%+50%=50% | 50% \$ 16,047 | \$ 16,047 |
| 1 | 1 | Clerk | \$21,091 | 0%+50%=50% | 50% \$ 10,546 | \$ 10,546 |
| TOTAL PERSONNEL COST: | | | | | \$ 110,334 | \$ 98,426 |

2 EMPLOYEE RELATED EXPENSES

| Item | Basis | Service Cost | DES Cost |
|------------------------|-----------------------------------|------------------|------------------|
| Health Insurance | \$595.83 per mo x 12 mo X 1 @ 25% | \$ 1,787 | \$ 1,787 |
| | \$595.83 per mo x 12 mo X 5 @ 50% | \$ 17,875 | \$ 17,875 |
| FICA | 0.0765 X \$110,334 | \$ 8,441 | \$ 4,220 |
| Workman's Comp | 0.003 X \$110,334 | \$ 331 | \$ 166 |
| Retirement | 0.1075 X \$110,334 | \$ 11,861 | \$ 5,930 |
| TOTAL ERE COST: | | \$ 40,295 | \$ 29,978 |

3 PROFESSIONAL AND OUTSIDE SERVICES

| Item | Basis | Service Cost | DES Cost |
|--|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL PROF & OUTSIDE COSTS: | | \$ - | \$ - |

4 TRAVEL

| Item | Basis | Service Cost | DES Cost |
|----------------------------|--------------------------------------|-----------------|-----------------|
| Gas/Vehicles/Maint | \$225 per month x 12 months | \$ 2,700 | \$ 2,262 |
| Per Diem | \$42 per day for 20 days for 5 FTE's | \$ 4,200 | \$ 3,326 |
| TOTAL TRAVEL COSTS: | | \$ 6,900 | \$ 5,588 |

5 SPACE

| Item | Basis | Service Cost | DES Cost |
|--------------------------------|---|------------------|------------------|
| Rent - Globe Office | Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.) | \$ 20,076 | \$ 10,038 |
| Sparkletts/Other Space Expense | \$100 x 12 months | \$ 1,200 | \$ 240 |
| TOTAL SPACE COSTS: | | \$ 21,276 | \$ 10,278 |

6 EQUIPMENT

| Item | Basis | Service Cost | DES Cost |
|-------------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL EQUIPMENT COSTS: | | \$ - | \$ - |

7 MATERIALS & SUPPLIES

| Item | Basis | Service Cost | DES Cost |
|------------------------------------|---------------------------------------|------------------|-----------------|
| General Office Supplies | \$200 per month x 6 FTE's x 12 months | \$ 14,400 | \$ 8,489 |
| Postage | \$250 per month x 12 months | \$ 3,000 | \$ 1,200 |
| TOTAL MAT & SUPP COSTS: | | \$ 17,400 | \$ 9,689 |

8 OPERATING SERVICES

| Item | Basis | Service Cost | DES Cost |
|---|---|------------------|------------------|
| Staff Training & Registration | \$1000 for training sessions for 3 FTE's | \$ 3,000 | \$ 3,000 |
| | \$1500 for out of state training for 2 FTE's (Includes flight, hotel & registration) | \$ 3,000 | \$ 3,000 |
| Printing, Publishing & Advertising Costs | 4 publications @ \$200 in local papers | \$ 800 | \$ 160 |
| Local Fax, 800 Line, Phone Line & Service | \$1,713.30 x 12 months | | |
| Maintenance, Leases Agreements & Memberships/Dues | | \$ 20,560 | \$ 10,280 |
| TOTAL OPERATING SERVICE COSTS: | | \$ 27,360 | \$ 16,440 |

9 INDIRECT COSTS

| Item | Basis | Service Cost | DES Cost |
|------------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL INDIRECT COSTS: | | \$ - | \$ - |

| | | | |
|-----------|---------------------------------------|-------------------|-------------------|
| 10 | SUBTOTAL ADMINISTRATIVE COSTS: | \$ 223,565 | \$ 170,399 |
|-----------|---------------------------------------|-------------------|-------------------|

11 VOUCHERS

| Item | | | Service Cost | DES Cost |
|-----------------------------|--------|----|-------------------|-------------------|
| 1 | LIHEAP | 77 | \$ 222,500 | \$ 222,500 |
| 2 | LIHCON | 78 | \$ 7,013 | \$ 7,013 |
| 3 | LLVG | | \$ - | \$ - |
| 4 | NHN | 70 | \$ 865 | \$ 865 |
| 5 | TANF | 49 | \$ 19,293 | \$ 19,293 |
| 6 | ESG | 17 | \$ 6,659 | \$ 6,659 |
| TOTAL VOUCHER COSTS: | | | \$ 256,330 | \$ 256,330 |

| | | | |
|----|---------------------|-------------------|-------------------|
| 12 | TOTAL COSTS: | \$ 479,895 | \$ 426,729 |
|----|---------------------|-------------------|-------------------|

REVENUE SOURCES:

| | | |
|-----------------------|-------------------|-------------------|
| DES Case Mgt. | \$ 426,729 | \$ 426,729 |
| Gila County | \$ 53,166 | |
| TOTAL REVENUE: | \$ 479,895 | \$ 426,729 |
| TOTAL REVENUE: | \$ 479,895 | \$ 426,729 |

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

| Number of Positions | FTE Level | Position Title | Salary for Contract Period | % Allocated to Service A+ D = Total | Total Service Cost | DES Cost |
|------------------------------|-----------|-----------------------------|----------------------------|-------------------------------------|--------------------|------------------|
| 1 | 1 | Community Services Director | \$81,994 | 50%+0=50% | 50% \$ 40,997 | \$ 4,100 |
| 1 | 1 | Divisional Accountant | \$35,422 | 50%+0=50% | 50% \$ 17,711 | \$ 3,542 |
| 1 | 1 | Divisional Program Manager | \$55,245 | 50%+0=50% | 50% \$ 27,623 | \$ 5,525 |
| 1 | 1 | Divisional Special Projects | \$27,908 | 50%+0=50% | 50% \$ 13,954 | \$ 5,582 |
| 1 | 1 | Divisional Assistant | \$32,885 | 50%+0=50% | 50% \$ 16,443 | \$ 6,577 |
| 1 | 1 | Program Manager | \$47,632 | 25%+25=50% | 50% \$ 23,816 | \$ 23,816 |
| 1 | 1 | Case Manager | \$30,534 | 0%+50%=50% | 50% \$ 15,267 | \$ 15,267 |
| 1 | 1 | Case Manager | \$32,094 | 0%+50%=50% | 50% \$ 16,047 | \$ 16,047 |
| 1 | 1 | Clerk | \$21,091 | 0%+50%=50% | 50% \$ 10,546 | \$ 10,546 |
| TOTAL PERSONNEL COST: | | | | | \$ 182,404 | \$ 91,002 |

2 EMPLOYEE RELATED EXPENSES

| Item | Basis | Service Cost | DES Cost |
|------------------------|-----------------------------------|------------------|------------------|
| Health Insurance | \$595.83 per mo x 12 mo X 1 @ 5% | \$ 357 | \$ 357 |
| | \$595.83 per mo x 12 mo X 2 @ 10% | \$ 1,430 | \$ 1,430 |
| | \$595.83 per mo x 12 mo X 2 @ 20% | \$ 2,860 | \$ 2,860 |
| | \$595.83 per mo x 12 mo X 4 @ 50% | \$ 14,300 | \$ 14,300 |
| FICA | 0.0765 X \$182,404 | \$ 13,954 | \$ 6,977 |
| Workman's Comp | 0.003 X \$182,404 | \$ 547 | \$ 274 |
| Retirement | 0.1075 X \$182,404 | \$ 19,608 | \$ 9,804 |
| TOTAL ERE COST: | | \$ 53,056 | \$ 36,002 |

3 PROFESSIONAL AND OUTSIDE SERVICES

| Item | Basis | Service Cost | DES Cost |
|--|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL PROF & OUTSIDE COSTS: | | \$ - | \$ - |

4 TRAVEL

| Item | Basis | Service Cost | DES Cost |
|----------------------------|--------------------------------------|------------------|-----------------|
| Gas/Vehicles/Maint | \$500 per month x 12 months | \$ 6,000 | \$ 5,700 |
| Per Diem | \$42 per day for 20 days for 5 FTE's | \$ 4,200 | \$ 2,632 |
| TOTAL TRAVEL COSTS: | | \$ 10,200 | \$ 8,332 |

5 SPACE

| Item | Basis | Service Cost | DES Cost |
|---------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL SPACE COSTS: | | \$ - | \$ - |

6 EQUIPMENT

| Item | Basis | Service Cost | DES Cost |
|-------------------------------|-------|--------------|----------|
| N/A | | \$ - | \$ - |
| TOTAL EQUIPMENT COSTS: | | \$ - | \$ - |

7 MATERIALS & SUPPLIES

| Item | Basis | Service Cost | DES Cost |
|------------------------------------|-------|--------------|----------|
| N/A | | \$ - | \$ - |
| TOTAL MAT & SUPP COSTS: | | \$ - | \$ - |

8 OPERATING SERVICES

| Item | Basis | Service Cost | DES Cost |
|---|--|--------------|----------|
| Staff Training & Registration | \$500 for training sessions for 2 FTE's @ 100% | \$ 1,000 | \$ 1,000 |
| Local Fax, 800 Line, Phone Line & Service | \$1,000 x 12 months | \$ 12,000 | \$ 3,600 |
| Maintenance, Leases Agreements & Memberships/Dues | | \$ 13,000 | \$ 4,800 |
| TOTAL OPERATING SERVICE COSTS: | | \$ 13,000 | \$ 4,800 |

9 INDIRECT COSTS

| Item | Basis | Service Cost | DES Cost |
|------------------------------|-------|--------------|----------|
| N/A | | \$ - | \$ - |
| TOTAL INDIRECT COSTS: | | \$ - | \$ - |

| | | | |
|----|---------------------------------------|------------|------------|
| 10 | SUBTOTAL ADMINISTRATIVE COSTS: | \$ 258,659 | \$ 139,936 |
|----|---------------------------------------|------------|------------|

11 VOUCHERS

| Item | Basis | Service Cost | DES Cost |
|-----------------------------------|-------------------------------|--------------|-----------|
| Vouchers - Direct Client Services | Average \$500 x 19 households | \$ 10,064 | \$ 10,064 |
| TOTAL VOUCHER COSTS: | Average \$564 x 1 household | \$ 10,064 | \$ 10,064 |

| | | | |
|----|---------------------|------------|------------|
| 12 | TOTAL COSTS: | \$ 268,723 | \$ 150,000 |
|----|---------------------|------------|------------|

REVENUE SOURCES:

| | | |
|-----------------------|------------|------------|
| DES CSV | \$ 150,000 | \$ 150,000 |
| Gila County | \$ 118,723 | |
| TOTAL REVENUE: | \$ 268,723 | \$ 150,000 |
| TOTAL REVENUE: | \$ 268,723 | \$ 150,000 |


DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

| | |
|---|---|
| 1. CONTRACTOR (Name and address) Gila County Division of Community Services 5515 South Apache Avenue, Suite 200 Globe, AZ 85501 | 2. CONTRACT ID NUMBER DE111073-001 3. AMENDMENT NUMBER One (1) |
|---|---|

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Add Funding:

The reimbursement ceiling for the service Case Management is increased from \$445,831.00 to \$480,974.00. This is an increase of \$35,143.00

The reimbursement ceiling for the service Community Service is increase from \$ 150,000.00 to \$163,557.00. This is an increase of \$13,557.00

Reduce Funding:



The reimbursement ceiling for the service of Community Service – ARRA is decreased from the estimated amount of \$21,565.00 to the available amount of \$ 21,375.13. This is a decrease of \$189.87.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2011 is: \$665,906.13.

Therefore, the Itemized Service Budget for the service Case Management (Attachment A), Community Service (Attachment B), and Community Service – ARRA (Attachment C) is revised and attached.

Revise:

Scope of Work 9.6.1(2) to read "Quarterly ROMA Outcomes Report (See Exhibit E) by October 25th, January 25th, April 25th of each calendar year. The Contractor shall NOT submit a Fourth Quarter Report, but shall include Fourth Quarter data within the Annual CSBG IS (See Exhibit F). (Contractor must utilize format specified by DES)."


| | |
|--|---|
| 5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT. | |
| 6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY SIGNATURE OF AUTHORIZED INDIVIDUAL  TYPED NAME Elizabeth Csaki TITLE Procurement Manager DATE 6/6/2011 | 7. NAME OF CONTRACTOR Gila County Division of Community Services SIGNATURE OF AUTHORIZED INDIVIDUAL  TYPED NAME Michael A. Pastor TITLE Chairman, Gila County Board of Supervisors DATE 5/3/11 |

IN ACCORDANCE WITH ARS §11-852 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
Assistant Attorney General

Date: 6/2/11

By: 
Public Agency Legal Counsel
Bryan B. Chambers
Chief Deputy County Attorney
Date: 5.3.2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment A

1 PERSONNEL

| Number of Positions | FTE Level | Position Title | Salary for Contract Period | % Allocated to Service A+ D = Total | Total Service Cost | DES Cost |
|------------------------------|-----------|---------------------------|----------------------------|-------------------------------------|--------------------|------------------|
| 1 | 1 | Divisional Fiscal Manager | \$53,893 | 50%+0=50% | 50% \$ 26,947 | \$ 26,947 |
| 1 | 1 | Divisional Accountant | \$35,422 | 50%+0=50% | 50% \$ 17,711 | \$ 17,711 |
| 1 | 1 | Program Manager | \$47,632 | 25%+25=50% | 50% \$ 23,816 | \$ 11,908 |
| 1 | 1 | Case Manager | \$30,534 | 0%+50%=50% | 50% \$ 15,267 | \$ 15,267 |
| 1 | 1 | Case Manager | \$32,094 | 0%+50%=50% | 50% \$ 16,047 | \$ 16,047 |
| 1 | 1 | Clerk | \$21,091 | 0%+50%=50% | 50% \$ 10,546 | \$ 10,545 |
| TOTAL PERSONNEL COST: | | | | | \$ 110,334 | \$ 98,425 |

2 EMPLOYEE RELATED EXPENSES

| Item | Basis | Service Cost | DES Cost |
|------------------------|-----------------------------------|------------------|------------------|
| Health Insurance | \$595.83 per mo x 12 mo X 1 @ 25% | \$ 1,787 | \$ 1,787 |
| | \$595.83 per mo x 12 mo X 5 @ 50% | \$ 17,875 | \$ 17,875 |
| FICA | 0.0785 X \$110,334 | \$ 8,441 | \$ 4,220 |
| Workman's Comp | 0.003 X \$110,334 | \$ 331 | \$ 166 |
| Retirement | 0.0985 X \$110,334 | \$ 10,868 | \$ 5,434 |
| TOTAL ERE COST: | | \$ 39,302 | \$ 29,482 |

3 PROFESSIONAL AND OUTSIDE SERVICES

| Item | Basis | Service Cost | DES Cost |
|--|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL PROF & OUTSIDE COSTS: | | \$ - | \$ - |

4 TRAVEL

| Item | Basis | Service Cost | DES Cost |
|----------------------------|--------------------------------------|-----------------|-----------------|
| Gas/Vehicles/Maint | \$225 per month x 12 months | \$ 2,700 | \$ 2,262 |
| Per Diem | \$42 per day for 20 days for 5 FTE's | \$ 4,200 | \$ 3,326 |
| TOTAL TRAVEL COSTS: | | \$ 6,900 | \$ 5,588 |

5 SPACE

| Item | Basis | Service Cost | DES Cost |
|-------------------------------|---|------------------|------------------|
| Rent - Globe Office | Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.) | \$ 20,076 | \$ 10,038 |
| Sparklets/Other Space Expense | \$100 x 12 months | \$ 1,200 | \$ 240 |
| TOTAL SPACE COSTS: | | \$ 21,276 | \$ 10,278 |

6 EQUIPMENT

| Item | Basis | Service Cost | DES Cost |
|-------------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL EQUIPMENT COSTS: | | \$ - | \$ - |

7 MATERIALS & SUPPLIES

| Item | Basis | Service Cost | DES Cost |
|------------------------------------|---------------------------------------|------------------|------------------|
| General Office Supplies | \$200 per month x 6 FTE's x 12 months | \$ 14,400 | \$ 10,800 |
| Postage | \$250 per month x 12 months | \$ 3,000 | \$ 1,200 |
| TOTAL MAT & SUPP COSTS: | | \$ 17,400 | \$ 12,000 |

8 OPERATING SERVICES

| Item | Basis | Service Cost | DES Cost |
|---|---|------------------|------------------|
| Staff Training & Registration | \$1000 for training sessions for 3 FTE's | \$ 3,000 | \$ 3,000 |
| | \$1500 for out of state training for 2 FTE's (includes flight, hotel & registration) | \$ 3,000 | \$ 3,000 |
| Printing, Publishing & Advertising Costs | 4 publications @ \$200 in local papers | \$ 800 | \$ 160 |
| Local Fax, 800 Line, Phone Line & Service | \$1,713.30 x 12 months | | |
| Maintenance, Leases Agreements & Memberships/Dues | | \$ 20,560 | \$ 9,763 |
| TOTAL OPERATING SERVICE COSTS: | | \$ 27,360 | \$ 16,923 |

9 INDIRECT COSTS

| Item | Basis | Service Cost | DES Cost |
|------------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL INDIRECT COSTS: | | \$ - | \$ - |

| | | | |
|-----------|---------------------------------------|-------------------|-------------------|
| 10 | SUBTOTAL ADMINISTRATIVE COSTS: | \$ 222,572 | \$ 171,696 |
|-----------|---------------------------------------|-------------------|-------------------|

11 VOUCHERS

| Item | | | Service Cost | DES Cost |
|-----------------------------|--------|----|-------------------|-------------------|
| 1 | LIHEAP | 77 | \$ 235,210 | \$ 235,210 |
| 2 | LIHCON | 78 | \$ 28,172 | \$ 28,172 |
| 3 | LLVG | | \$ 8,259 | \$ 8,259 |
| 4 | NHN | 70 | \$ 885 | \$ 885 |
| 5 | TANF | 49 | \$ 30,113 | \$ 30,113 |
| 6 | ESG | 17 | \$ 6,659 | \$ 6,659 |
| TOTAL VOUCHER COSTS: | | | \$ 309,278 | \$ 309,278 |

| | | | | |
|----|---------------------|--|-------------------|-------------------|
| 12 | TOTAL COSTS: | | \$ 531,850 | \$ 480,974 |
|----|---------------------|--|-------------------|-------------------|

REVENUE SOURCES:

| | | |
|-----------------------|-------------------|-------------------|
| DES Case Mgt. | \$ 480,974 | \$ 480,974 |
| Gila County | \$ 50,876 | |
| TOTAL REVENUE: | \$ 531,850 | \$ 480,974 |
| TOTAL REVENUE: | \$ 531,850 | \$ 480,974 |

CMT-A Case Management ISB 10-11

Submitted 04/23/2010

Revised 3/17/2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment B

1 PERSONNEL

| Number of Positions | FTE Level | Position Title | Salary for Contract Period | % Allocated to Service A+ D = Total | Total Service Cost | DES Cost |
|------------------------------|-----------|------------------------------------|----------------------------|-------------------------------------|--------------------|------------------|
| 1 | 1 | Community Services Director | \$81,994 | 50%+0=50% | 50% \$ 40,997 | \$ 4,100 |
| 1 | 1 | Community Services Deputy Director | \$67,309 | 50%+0=50% | 50% \$ 33,655 | \$ 3,365 |
| 1 | 1 | Divisional Program Manager | \$55,245 | 50%+0=50% | 50% \$ 27,623 | \$ 5,524 |
| 1 | 1 | Divisional Special Projects | \$27,908 | 50%+0=50% | 50% \$ 13,954 | \$ 5,582 |
| 1 | 1 | Divisional Assistant | \$32,885 | 50%+0=50% | 50% \$ 16,443 | \$ 6,577 |
| 1 | 1 | Program Manager | \$47,632 | 25%+25=50% | 50% \$ 23,816 | \$ 23,816 |
| 1 | 1 | Case Manager | \$30,534 | 0%+50%=50% | 50% \$ 15,267 | \$ 15,267 |
| 1 | 1 | Case Manager | \$32,094 | 0%+50%=50% | 50% \$ 16,047 | \$ 16,047 |
| 1 | 1 | Clerk | \$21,091 | 0%+50%=50% | 50% \$ 10,546 | \$ 10,546 |
| TOTAL PERSONNEL COST: | | | | | \$ 198,348 | \$ 90,824 |

2 EMPLOYEE RELATED EXPENSES

| Item | Basis | Service Cost | DES Cost |
|------------------------|-----------------------------------|------------------|------------------|
| Health Insurance | \$595.83 per mo x 12 mo X 2 @ 5% | \$ 715 | \$ 715 |
| | \$595.83 per mo x 12 mo X 1 @ 10% | \$ 715 | \$ 715 |
| | \$595.83 per mo x 12 mo X 2 @ 20% | \$ 2,860 | \$ 2,860 |
| | \$595.83 per mo x 12 mo X 4 @ 50% | \$ 14,300 | \$ 14,300 |
| FICA | 0.0765 X \$198,348 | \$ 15,174 | \$ 7,587 |
| Workman's Comp | 0.003 X \$198,348 | \$ 595 | \$ 298 |
| Retirement | 0.0985 X \$198,348 | \$ 19,537 | \$ 9,769 |
| TOTAL ERE COST: | | \$ 53,886 | \$ 36,244 |

3 PROFESSIONAL AND OUTSIDE SERVICES

| Item | Basis | Service Cost | DES Cost |
|--|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL PROF & OUTSIDE COSTS: | | \$ - | \$ - |

4 TRAVEL

| Item | Basis | Service Cost | DES Cost |
|----------------------------|--------------------------------------|------------------|-----------------|
| Gas/Vehicles/Maint | \$500 per month x 12 months | \$ 6,000 | \$ 5,700 |
| Per Diem | \$42 per day for 20 days for 5 FTE's | \$ 4,200 | \$ 2,632 |
| TOTAL TRAVEL COSTS: | | \$ 10,200 | \$ 8,332 |

5 SPACE

| Item | Basis | Service Cost | DES Cost |
|---------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL SPACE COSTS: | | \$ - | \$ - |

6 EQUIPMENT

| Item | Basis | Service Cost | DES Cost |
|-------------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL EQUIPMENT COSTS: | | \$ - | \$ - |

7 MATERIALS & SUPPLIES

| Item | Basis | Service Cost | DES Cost |
|------------------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL MAT & SUPP COSTS: | | \$ - | \$ - |

8 OPERATING SERVICES

| Item | Basis | Service Cost | DES Cost |
|---|--|------------------|-----------------|
| Staff Training & Registration | \$500 for training sessions for 2 FTE's @ 100% | \$ 1,000 | \$ 1,000 |
| Local Fax, 800 Line, Phone Line & Service | \$1,000 x 12 months | | |
| Maintenance, Leases Agreements & Memberships/Dues | | \$ 12,000 | \$ 3,600 |
| TOTAL OPERATING SERVICE COSTS: | | \$ 13,000 | \$ 4,600 |

9 INDIRECT COSTS

| Item | Basis | Service Cost | DES Cost |
|------------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL INDIRECT COSTS: | | \$ - | \$ - |

10**SUBTOTAL ADMINISTRATIVE COSTS:****\$ 275,444 \$ 140,000****11 VOUCHERS**

| Item | Basis | Service Cost | DES Cost |
|-----------------------------------|-------------------------------|------------------|------------------|
| Vouchers - Direct Client Services | Average \$500 x 46 households | \$ 23,557 | \$ 23,557 |
| TOTAL VOUCHER COSTS: | | \$ 23,557 | \$ 23,557 |

12**TOTAL COSTS:****\$ 299,001 \$ 163,557****REVENUE SOURCES:**

| | | |
|-----------------------|-------------------|-------------------|
| DES CSV | \$ 163,557 | \$ 163,557 |
| Gila County | \$ 135,444 | |
| TOTAL REVENUE: | \$ 299,001 | \$ 163,557 |
| TOTAL REVENUE: | \$ 299,001 | \$ 163,557 |

CSV-B ISB 10-11

Submitted 04/23/10

Revised 3/17/2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services AARA (Stimulus)
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 9-30-10
Attachment C

1 PERSONNEL

| Number of Positions | FTE Level | Position Title | Salary for Contract Period | % Allocated to Service A+ D = Total | Total Service Cost | DES Cost |
|------------------------------|-----------|----------------|----------------------------------|--|-----------------------|----------|
| N/A | | | | | \$ - | \$ - |
| TOTAL PERSONNEL COST: | | | | | \$ - | \$ - |

2 EMPLOYEE RELATED EXPENSES

| Item | Basis | Service Cost | DES Cost |
|------------------------|-------|--------------|----------|
| N/A | | \$ - | \$ - |
| TOTAL ERE COST: | | \$ - | \$ - |

3 PROFESSIONAL AND OUTSIDE SERVICES

| Item | Basis | Service Cost | DES Cost |
|--|-------|--------------|----------|
| N/A | | \$ - | \$ - |
| TOTAL PROF & OUTSIDE COSTS: | | \$ - | \$ - |

4 TRAVEL

| Item | Basis | Service Cost | DES Cost |
|----------------------------|-------|--------------|----------|
| N/A | | \$ - | \$ - |
| TOTAL TRAVEL COSTS: | | \$ - | \$ - |

5 SPACE

| Item | Basis | Service Cost | DES Cost |
|---------------------------|-------|--------------|----------|
| N/A | | \$ - | \$ - |
| TOTAL SPACE COSTS: | | \$ - | \$ - |

6 EQUIPMENT

| Item | Basis | Service Cost | DES Cost |
|-------------------------------|-------|--------------|----------|
| N/A | | \$ - | \$ - |
| TOTAL EQUIPMENT COSTS: | | \$ - | \$ - |

7 MATERIALS & SUPPLIES

| Item | Basis | Service Cost | DES Cost |
|--|--|--------------|-------------|
| Outreach/media materials & supplies for clients for CARE Fair and EITC activities. | Approx \$52.50 x 150 Individuals for both activities | \$ 7,875.13 | \$ 7,875.13 |
| TOTAL MAT & SUPP COSTS: | | \$ 7,875.13 | \$ 7,875.13 |

8 OPERATING SERVICES

| Item | Basis | Service Cost | DES Cost |
|---------------------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL OPERATING SERVICE COSTS: | | \$ - | \$ - |

9 INDIRECT COSTS

| Item | Basis | Service Cost | DES Cost |
|------------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL INDIRECT COSTS: | | \$ - | \$ - |

| | | | |
|-----------|---------------------------------------|--------------------|--------------------|
| 10 | SUBTOTAL ADMINISTRATIVE COSTS: | \$ 7,975.13 | \$ 7,975.13 |
|-----------|---------------------------------------|--------------------|--------------------|

11 VOUCHERS

| Item | Basis | Service Cost | DES Cost |
|-----------------------------------|-------------------------------|------------------|------------------|
| Vouchers - Direct Client Services | Average \$500 x 27 households | \$ 13,500 | \$ 13,500 |
| TOTAL VOUCHER COSTS: | | \$ 13,500 | \$ 13,500 |

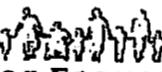
| | | | |
|-----------|---------------------|---------------------|---------------------|
| 12 | TOTAL COSTS: | \$ 21,375.13 | \$ 21,375.13 |
|-----------|---------------------|---------------------|---------------------|

REVENUE SOURCES:

| | | |
|-----------------------|---------------------|---------------------|
| CPIP CSV | \$ 21,375.13 | \$ 21,375.13 |
| TOTAL REVENUE: | \$ 21,375.13 | \$ 21,375.13 |

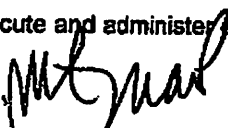
| | | |
|-----------------------|---------------------|---------------------|
| TOTAL REVENUE: | \$ 21,375.13 | \$ 21,375.13 |
|-----------------------|---------------------|---------------------|

CSV-C ISB 10-11
Submitted 07/08/10
Revised 12/07/10


DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona
INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County Division of Health & Community Services ("Contractor").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under ~~insert Contractor Authority~~
Here
and,  A.R.S §11-201 et. seq. and
A.R.S §11-251 et. seq.

WHEREAS the Department and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY

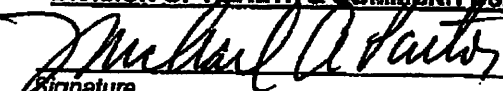

Procurement Officer Signature

Printed Name
Elizabeth G. Csaki, CPPB
Title
Professional Services Procurement Manager

Date
8/18/2010

DE111073-001
ADES Contract Number

FOR AND ON BEHALF OF THE GILA COUNTY
DIVISION OF HEALTH & COMMUNITY SERVICES


Signature

Michael A. Pastor
Printed Name

Chairman, Board of Supervisors
Title


7/6/10
Date

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
Assistant Attorney General

Date: **8/16/10**

By: 
Public Agency Legal Counsel
Bryan Chambers, Chief Deputy Gila Co. Attorney
Date: **6-23-2010**

TERMS AND CONDITIONS

1.0 Parties

- 1.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), and the Gila County Division of Health & Community Services.

2.0 Term of Agreement and Option to Extend

- 2.1 **Term** - See section 5.0 Contract Term in the Scope of Work.
- 2.1.1 The parties agree that if similar services were provided by the Contractor prior to the date of last signature, but no earlier than July 1, 2010, those services may be compensated under this agreement.
- 2.1.2 The parties agree that if similar services were provided by the Contractor after the end date of the contract, those services shall not be compensated under this agreement.
- 2.2 **Extension**
- 2.2.1 This agreement may be extended through a written amendment by mutual agreement of the parties.

3.0 Purpose of Agreement

- 3.1 The purpose of this agreement is to contract for services which address the causes of poverty in local areas and to provide emergency services which alleviate crisis situations.

4.0 Definitions

- 4.1 "**Contract Amendment**" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 4.2 "**Contractor**" means any person who has a Contract with the State.
- 4.3 "**Days**" means calendar days unless otherwise specified.
- 4.4 "**Department**" means the Arizona Department of Economic Security or ADES, unless otherwise indicated.
- 4.5 "**Equipment**" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$10,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., axes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).
- 4.6 "**Exhibit**" means any item labeled as an Exhibit.
- 4.7 "**Gratuity**" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 4.8 "**Materials**" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 4.9 "**May**" indicates something that is not mandatory but permissible.
- 4.10 "**Procurement Officer**" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 4.11 "**Services**" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 4.12 **Shall, Must** indicates a mandatory requirement.
- 4.13 **"Should"** indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 4.14 "**Subcontract**" means any Contract, expressed or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 4.15 "**State**" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 4.16 "**State Fiscal Year**" means the period beginning with July 1 and ending June 30.
- 4.17 "**Vulnerable adult**" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

5.0 Manner of Financing

- 5.1 See section 4.0 Funding in the Scope of Work.

6.0 Service Descriptions

- 6.1 See Scope of Work for descriptions of each service.

- 7.0 **Responsibilities**
- 7.1 The ADES and the Contractor agree to comply with the Scope of Work, Administrative Methodology and Service Methodologies.
- 7.2 Services will be provided at the locations identified on the Facility Location Chart.
- 8.0 **Advertising, Publishing and Promotion of Contract.**
- 8.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) that are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement: "This program was funded through a contract with the Arizona Department of Economic Security points of view are those of the author and do not necessarily represent the official position or policies of the Department."
- 9.0 **Amendments or Modifications**
- 9.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 9.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
- 9.2.1 Change of telephone number;
- 9.2.2 Change in authorized signatory; and/or
- 9.2.3 Change in the name and/or address of the person to whom notices are to be sent.
- 9.3 This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 10.0 **Applicable Law**
- 10.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona.
- 10.2 The materials and services supplied under this Agreement shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 10.3 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.
- 10.4 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
- 10.5 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- 10.6 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- 10.7 The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 10.8 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 10.9 The Contractor shall comply with P. L. 105-285, Section 678F(a) which prohibits the use of funds for the purchase of improvement of land, or purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

- 10.10 The Contractor shall comply with P.L. 105-285, Section 678F(b) which prohibits the use of CSBG funds for the provision of services or the employment or assignment of personnel in a manner supporting any bi-partisan or non-partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide transportation to the polls or similar assistance in connection with and such election, any voter registration activity.
- 11.0 **Arbitration**
- 11.1 In accordance with A.R.S. § 12-1518 as may be amended, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
- 12.0 **Assignment and Delegation.**
- 12.1 The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.
- 13.0 **Audit**
- 13.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State, and where applicable the Federal Government, at reasonable times, and to the extent that the books and records relate to the performance of the Contracts or subcontract. Upon request, Contractor shall produce the original of any or all such records.
- 13.2 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:
- 13.2.1 Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
- 13.2.2 Summary schedule of prior audit findings
- 13.2.3 Auditor's Reports (detailed in the A-133)
- 13.2.4 Corrective Action Plan.
- 13.3 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the section 7.0 General Reporting Requirements in the Scope of Work.
- 13.4 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
- 13.5 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.
- 13.6 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.
- 14.0 **Availability of Funds for the Current State Fiscal Year**
- 14.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:
- 14.1.1 Reduce payments or units authorized;
- 14.1.2 Accept a decrease in price offered by the Contractor;
- 14.1.3 Cancel the Agreement; or
- 14.1.4 Cancel the Agreement and re-solicit the requirements.

- 14.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.

15.0 Availability of Funds for the Next State Fiscal Year

- 15.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available.
- 15.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

16.0 Background Checks for Employment through the Central Registry

- 16.1 If providing direct services to children or vulnerable adults, the following shall apply:

- 16.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

- 16.1.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients. These requirements shall apply throughout the full term of the contract.

- 16.1.3 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

17.0 Certification of Cost or Pricing Data

- 17.1 The Contractor certifies that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of submittal. Such adjustment by the State may include overhead, profit or fees.

18.0 Certification Regarding Lobbying

- 18.1 The Contractor agrees to comply with 49 CFR part 20.

19.0 Confidentiality

- 19.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

20.0 Code of Conduct

- 20.1 The Contractor shall avoid any action that might create or result in the appearance of:

- 20.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

- 20.1.2 Acting on behalf of the State without appropriate authorization;

- 20.1.3 Provided favorable or unfavorable treatment to anyone;

- 20.1.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;

- 20.1.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,

- 20.2.6 Loss of impartiality when advising the State.

21.0 Competitive Bidding

- 21.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest

practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

22.0 Conflict of Interest

22.1 In accordance with A.R.S. §38-511 as may be amended, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

23.0 Cooperation

23.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

24.0 Data Sharing Agreement

24.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

25.0 Disposition of Property

25.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

25.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.

25.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

25.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

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

26.1 Contractors providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502 as may be amended. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 as may be amended in the delivery of services under this contract.

27.0 Evaluation

27.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with

- other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.
- 27.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.
- 28.0 E-Verify**
- 28.1 In accordance with ARS §41-4401 as may be amended, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.
- 29.0 Fair Hearings and Service Recipients' Grievances**
- 29.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 29.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.
- 30.0 Federal Immigration and Nationality Act**
- 30.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
- 30.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 31.0 Fees and Program Income**
- 31.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.
- 32.0 Fingerprinting**
- 32.1 The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:
- 32.1.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.
- 32.1.2 The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
- 32.1.3 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 32.1.4 Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (as may be amended).

- 32.1.5 Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 32.1.6 Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).
- 33.0 Force Majeure**
- 33.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 33.2 Force Majeure shall not include the following occurrences:
- 33.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 33.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 33.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 33.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 33.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 34.0 Inclusive Contractor**
- 34.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- 35.0 Indemnification**
- 35.1 Indemnification for Contractor:
- 35.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 35.2 Indemnification for Subcontractor
- 35.2.1 In addition, Gila County Division of Health & Community Services shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and

all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Gila County Division of Health & Community Services's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

36.0 Insurance Requirements

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

36.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. Minimum Scope And Limits Of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

| | |
|--|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$ 50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Arizona Department of***

Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. This paragraph, **Business Automobile Liability**, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization is changed.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$ 500,000
 - Disease – Each Employee \$ 500,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

| | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

- B. Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provisions of this Contract.
- C. Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to

the State of Arizona. Such notice shall be sent directly to the Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General Reporting Requirements specifies otherwise and shall be sent by certified mail, return receipt requested.

- D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

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

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

All certificates required by this Contract shall be sent directly to Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General Reporting Requirements specifies otherwise. The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 36.0 of these Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 36.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 36.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 36.0 above.

37.0 IT 508 Compliance

37.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-2531 and §2532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

38.0 Levels of Service

38.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

38.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

38.3 Any administration within the Department may obtain services under this contract.

38.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

38.5 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

39.0 Monitoring

39.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

40.0 Non-Availability of Funds

40.1 In accordance with ARS § 35-154 as may be amended, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event 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.

41.0 Non-Discrimination

41.1 In accordance with ARS § 41-1461 and Executive Order 2009-09, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, religion, sex, age, national origin, disability or political affiliation. The Contractor shall comply with the Americans with Disabilities Act.

41.2 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

41.3 If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

41.4 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor

shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

- 41.5 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here* prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The *insert Contractor name here* must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the *insert Contractor name here* must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the *insert Contractor name here* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: *insert Contractor contact person and phone number here*" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *insert Contractor contact person and phone number here*)"

42.0 No Parole Evidence

- 42.1 Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

43.0 No Waiver.

- 43.1 Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

44.0 Notices

- 44.1 All notices to the Contractor regarding this agreement shall be sent to the address indicated in Attachment 4.
- 44.2 All notices to the ADES regarding this agreement shall be sent to the address indicated in section 7.0 General Reporting Requirements in the Scope of Work.
- 44.3 All notices shall reference the contract number.
- 44.4 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:
- 44.4.1 Change of telephone number;
- 44.4.2 Changes in the name and/or address of the person to whom notices are to be sent;
- 44.4.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
- 44.5 In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

45.0 Offshore Performance Of Work Prohibited

- 45.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

46.0 Order of Precedence

46.1 In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

1. Terms and Conditions;
2. Scope of Work;
3. Attachments;
4. Exhibits.

47.0 Ownership of Intellectual Property

47.1 Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

48.0 Pandemic Contractual Performance

48.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

48.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.

48.1.2 Alternative methods to ensure there are services or products in the supply chain.

48.1.3 An up to date list of company contacts and organizational chart.

48.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

48.2.1 After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.

48.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.

48.2.3 Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

49.0 Payments

49.1 Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s). Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in section 44.0 Notices of these Terms and Conditions. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

49.2 The Contractor shall report to the Department in the manner prescribed in section 7.0 General Reporting Requirements in the Scope of Work. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

49.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

- 49.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the contract/service reimbursement ceilings indicated in Itemized Service Budget, as may be amended.
- 49.5 Under no circumstances shall the Department make payment to the Contractor for services performed after the term of the contract without timely extension or renewal of the contract.
- 49.6 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.
- 49.7 Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 49.8 The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 49.9 Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 49.10 In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

50.0 Payment Recoupment

- 50.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
- 50.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
- 50.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
- 50.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest Disclosure" section of these Terms and Conditions;
- 50.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- 50.1.5 Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of this contract;
- 50.1.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
- 50.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
- 50.1.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
- 50.1.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these Terms and Conditions.
- 50.1.10 Any payments made for services rendered after the contract termination date.

51.0 Personnel

- 51.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

52.0 Predecessor and Successor Contracts

- 52.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

53.0 Professional Standards

- 53.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, and numbers of staff and individuals identified by name must be maintained as presented in the contract.

54.0 Property of the State

- 54.1 Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials

and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

55.0 Records

- 55.1 Under A.R.S. § 35-214 and § 35-215 as may be amended, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other 'records' relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 55.2 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:
- 55.2.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
- 55.2.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
- 55.2.3 Include time and attendance records for individual employees to support all salaries and wages paid;
- 55.2.4 Include records of the source of all receipts and the deposit of all funds received by the Contractor;
- 55.2.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
- 55.2.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
- 55.2.7 Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.
- 55.3 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 55.4 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as may be provided in section 57.0 of these Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:
- 55.4.1 If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
- 55.4.2 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

56.0 Relationship of Parties

- 56.1 The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 56.2 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
- 56.3 Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

57.0 Reporting Requirements

- 57.1 See section 7.0 General Reporting Requirements in the Scope of Work.
- 57.2 Contractor shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the contract, unless otherwise provided in this contract. Contractor shall submit final program and fiscal reports no later than the 60th day following termination of the contract. The final fiscal report for the contract term shall include all adjustments to prior financial reports submitted for the contract term. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- 57.3 All reports shall reference the contract number and be submitted to the person designated by the Department.

58.0 Responsibility for Payments Indemnification

- 58.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
- 59.0 **Right of Offset**
- 59.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.
- 60.0 **Scrutinized Business**
- 60.1 In accordance with ARS § 35-391.06 and ARS § 35-393.06 as may be amended, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 61.0 **Severability**
- 61.1 The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 62.0 **State's Contractual Remedies**
- 62.1 **Right to Assurance.** If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 62.2 **Stop Work Order.** The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 62.2.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 62.3 **Non-exclusive Remedies.** The rights and the remedies of the State under this Contract are not exclusive.
- 62.4 **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 63.0 **Subcontracts**
- 63.1 The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities.
- 63.2 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.
- 64.0 **Substantial Interest Disclosure**
- 64.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

- 64.2 Leases or rental agreements or purchase of real property which would be covered by Section 63.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 64.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.
- 65.0 Supporting Documents and Information**
- 65.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- 66.0 Suspension or Debarment**
- 66.1 The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 66.2 See Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions.
- 67.0 Technical Assistance**
- 67.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.
- 68.0 Termination**
- 68.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 68.2 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511 as may be amended, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511 as may be amended.
- 68.3 **Gratuities.** The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 68.4 **Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 68.5 **Termination for Convenience.** The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the

effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

68.6 Termination for Default.

68.6.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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

68.6.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

68.6.4 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

68.7 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

68.8 Termination for Any Reason. In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

68.9 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.

68.10 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

69.0 Third- Party Antitrust Violations

69.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

70.0 Transfer of Knowledge

70.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

71.0 Transition of Activities

71.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

72.0 Unallowable Costs

72.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and

incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

- 72.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:
 - 72.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.
 - 72.2.2 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
 - 72.2.3 OMB Circular A-21 for educational institutions.
 - 72.2.4 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

73.0 Visitation, Inspection and Copying

- 73.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

74.0 Warranty of Services

- 74.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

75.0 Contract Documents

- 75.1 The following constitute an integral part of the contract:
 - 75.1.1 Terms and Conditions
 - 75.1.2 Scope of Work
 - 75.1.3 Administrative Methodology
 - 75.1.4 Service Methodologies
 - 75.1.5 Attachments
 - 75.1.6 Exhibits

Scope of Work
Community Action Program Services

- 1.0 DES Vision and Mission Statement**
 - 1.1 DES Vision -** Every child, adult, and family in the state of Arizona will be safe and economically secure.
 - 1.2 DES Mission -** The Arizona Department of Economic Security promotes the safety, well-being, and self-sufficiency of children, adults, and families
- 2.0 Community Action Program Services -** The broad-ranging goals of these programs and services are intended to pursue the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

Allowable activities are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.

Various objectives may include providing case management services to individuals and families in securing services from other agencies, or moving a family from crisis situations onto various stages of self-sufficiency.

- 2.1 Definitions –** See Exhibit A, as may be amended.
- 2.2 Community Services -** (Provided in every county in Arizona) The primary objectives of this service are to strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty; the organization of a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient; the greater use of innovative and effective community-base approaches to attacking the causes of poverty and of community breakdown; the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities; and the broadening of the resource base of programs directed to the elimination of poverty.
- 2.3 Case Management -** (Provided in every county in Arizona) The service provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.
- 2.4 General Transportation -** (Provided in Coconino, Navajo and Yavapai Counties only) The service provides or assists in obtaining various types of transportation for specific needs.

This service may include various types of transportation for employment, medical, training, or other supportive services with the exception of ambulance services. It may be provided by Contractor-operated vehicles or through vouchers for public transit.
- 3.0 Authority -** Pursuant to A.R.S. Section §41-1954 (A)(6) and (8), the Arizona Department of Economic Security has the authority to enter into contracts and to make funding available to provide an array of services for the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families to become fully self-sufficient.
- 4.0 Funding –** Fund sources that support the services include the Community Services Block Grant (CSBG), Temporary Assistance to Needy Families (TANF), Social Services Block Grant (SSBG), Low Income Home Energy Assistance Program (LIHEAP), Emergency Shelter Grant (ESG), and Neighbors Helping Neighbors (NHN). The use of the funding may be directed by statute or prescribed by federal requirements. Funding information is summarized below.

Scope of Work
Community Action Program Services

| FUND SOURCE | ALLOWABLE ACTIVITIES | ADDITIONAL INFORMATION |
|---|--|---|
| Community Services Block Grant (CSBG) – Federal | Activities that are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives. | Funds are distributed to designated Community Action Agencies (CAAs) according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five percent (5%) of the overall funds is distributed only to rural counties. *Any Contractor whose allocation does not reach a minimum of \$150,000 will receive an allocation of at least \$150,000. **The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent (2%) of the overall available CSBG funds. |
| Temporary Assistance to Needy Families (TANF) – Federal | Case management services, emergency shelter, move-in assistance, eviction prevention, and utility assistance | Funds are distributed to designated CAAs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Five percent of the overall funds is distributed only to rural counties. *Any Contractor whose allocation does not reach a minimum of \$150,000 will receive an allocation of at least \$150,000. **The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent (2%) of the overall available TANF funds. |
| Social Services Block Grant – Locally Planned (SSBG-LP) Federal | Contractor operations, case management, general transportation, and supportive services, for individuals and families. | Funding amounts are determined through the local planning process of Councils of Governments (COG's) - for General Transportation in the counties of Coconino, Yavapai, and Navajo counties. |
| Emergency Shelter Grant (ESG) Federal | Services to prevent evictions and homelessness. | Funds are distributed only to rural designated CAAs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served. |

Scope of Work
Community Action Program Services

| FUND SOURCE | ALLOWABLE ACTIVITIES | ADDITIONAL INFORMATION |
|--|-----------------------------|--|
| Low Income Home Energy Assistance Program (LIHEAP) Federal | Utility Assistance | Funds are distributed to designated CAAs and CBOs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five Percent of the overall funds are distributed only to rural counties. |
| Neighbors Helping Neighbors (NHN) Local | Utility Assistance | Funds are distributed to designated CAAs and CBOs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five percent (5%) of the overall funds is distributed only to rural counties. |

5.0 Contract Term

5.1 The contract term shall have an effective date of July 1, 2010 and shall end on June 30, 2015.

6.0 Administrative Requirements – The Contractor shall:

6.1 Comply with DES/DAAS Policy and Procedure Manuals as may be amended, and all applicable federal, state, and local laws, rules, and regulations as may be amended, including but not limited to the following:

- 6.1.1** COATES Human Services Reauthorization Act of 1998
- 6.1.2** Personal Responsibility and Work Opportunity Reconciliation Act of 1996
- 6.1.3** Stewart B. McKinney Homeless Assistance Act
- 6.1.4** ARS §46-241 Short Term Crisis Services
- 6.1.5** ARS §46-701 Utility Assistance
- 6.1.6** ARS §46-741 Neighbors Helping Neighbors
- 6.1.7** ARS §140.01 Identity, Citizenship (Prop 200)
- 6.1.8** Ensure that Publications contain the following statement:

"This project was funded by the Arizona Department of Economic Security, Division of Aging & Adult Services, Community Action Program. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

Requests for exception shall be directed to the DES/DAAS Contract Specialist.

6.2 Staffing and Security

- 6.2.1** Ensure that all staff members (and volunteers) shall have no conflict of interest in providing services.
- 6.2.2** Provide to all staff and volunteers timely and accurate information and appropriate training for the services they provide.
- 6.2.3** Ensure that client/recipient confidential information is maintained in a secure location.

6.3 Equipment

- 6.3.1** Communicate with DES/DAAS electronically through email to convey Microsoft-based text and spreadsheet documentation, and access/utilize up-to-date information from the DES/DAAS, U.S. Department of Health and Human Services (DHHS) Office of Community Services, and other web sites (unless the geographic area does not have Internet capability).

Scope of Work

Community Action Program Services

- 6.3.2 Utilize computer backup/recovery systems and procedures to ensure no loss of data required for DES/DAAS reports, and to ensure that there is no disruption or degradation of services provided.
- 6.3.3 Utilize a computer-based tracking system from which monthly, quarterly, and other reports may be generated.
- 6.4 **Service Provision**
 - 6.4.1 Provide services directly, as allowed, or through subcontractors.
 - 6.4.2 Collect and report required client data.
 - 6.4.3 Maintain documentation that key staff has received appropriate training or hold appropriate certification/licensure in accordance with their job descriptions.
 - 6.4.4 Maintain documentation that appropriate case management staff has received training on the requirements of Proposition 200. (This does not apply to Tribal Contractors).
 - 6.4.5 Provide services that are appropriate to the language, culture and geographic location of the target group.
 - 6.4.6 Maintain and utilize a policy and procedure manual that includes, at a minimum, detailed intake procedures, program description and eligibility requirements, client grievance procedures, non-discrimination policy, and confidentiality requirements.
 - 6.4.7 Maintain client-focused facility locations which offer sufficient client waiting space or waiting rooms, adequate seating, and restrooms for program applicants at all permanent facility locations indicated on the Facility Location Chart (See Attachment A).
- 6.5 **Networking**
 - 6.5.1 Develop partnerships and network with related programs to provide more immediate resolution to issues and expand resources.
 - 6.5.2 Form local partnerships with community agencies.
 - 6.5.3 Network with social service professionals within the community to expand their means to receive and disseminate information for each service.
 - 6.5.4 Collaborate to hold and participate in education, training, and information seminars, workshops, and conferences.
 - 6.5.5 Participate in conference calls and attend meetings initiated by DES/DAAS to receive training or obtain information.
- 6.6 **Subcontract Related Service Provisions**
 - 6.6.1 Document all costs associated with provision of contract services.
 - 6.6.2 Provide administrative assistance, training and technical assistance to subcontractors in support of administrative functions as needed or requested by subcontractors.
 - 6.6.3 Ensure that subcontractors are in compliance with applicable administrative directives and forms.
 - 6.6.4 Ensure that subcontractors comply with Administrative Requirements as well as requirements specified in service scopes of work.
 - 6.6.5 Provide technical assistance to subcontractors through procedural interpretation or by additional research upon request.
 - 6.6.6 Develop and present initial and refresher training to subcontractor staff as deemed necessary by the Contractor subcontractor, or DES/DAAS.
 - 6.6.7 Implement a coordinated service delivery system that establishes standards for service delivery and operations.
 - 6.6.8 Hold periodic meetings with subcontractors to communicate new developments, discuss problems, share ideas for improvements, or address other identified topic areas.
 - 6.6.9 Utilize client grievance procedures; which respond timely and effectively to customer complaints.
 - 6.6.10 Develop linkages between the coordinated service delivery system and other community resources.
 - 6.6.11 Identify service gaps among client populations, and develop and implement services or resources to meet identified needs.
 - 6.6.12 Address client barriers to service.
 - 6.6.13 Train appropriate personnel in the use and preparation of the DES EN-005 Application for Services form(s) as may be amended (See Exhibit B).
- 6.7 **Monitoring and Evaluation**
 - 6.7.1 Utilize instruments for monitoring/evaluating subcontractors.

Scope of Work
Community Action Program Services

- 6.7.2 Conduct at a minimum, on-site contract compliance monitoring of subcontractors at least every two years, to include but not limited to facilities, administrative and financial operations, and programmatic service delivery.
- 6.7.3 Establish and implement a process for service/performance improvement.
- 6.7.4 Participate in DES/DAAS evaluation studies, when required.

- 7.0 **General Reporting Requirements – The Contractor shall:**
- 7.1 Submit the following items and all notices to:

Arizona Department of Economic Security
DAAS Contracts Management Unit
P. O. Box 6123-Site Code 086Z
Phoenix, AZ 85005-6123

- 7.1.1 A complete and accurate monthly Contractor's Invoice and Statement of Expenditures. (Note: Mileage will be reimbursed at no greater than the current federal mileage reimbursement rate. Exceptions may be requested in writing to, and considered/approved by, the Community Action Program Manager.)
 - 7.1.2 Updated Cost Allocation Plan by October 1, 2010 if not provided prior to contract start date.
 - 7.1.3 A correctly completed "Contractor's Equipment List", Form FES-1000AFORMA as may be amended, for all proposed equipment purchases costing \$1000 or more to be purchased in whole or in part with DES/DAAS funds. (See Exhibit C)
 - 7.1.4 Contractor's insurance certifications identified in the DES Special Terms and Conditions, Insurance Requirements section.
 - 7.1.5 Subcontractor's insurance certifications identified in the DES Special Terms and Conditions, Insurance Requirements section.
 - 7.1.6 By June 30th annually, a 12-month monitoring plan that includes at a minimum: which direct service subcontractors are to be monitored during the 12-month period beginning July 1st (of the same year), and for each: the type (desk or on-site) of monitoring, scope (administrative, fiscal, and/or programmatic) of monitoring, the specific service(s) to be monitored, and the target monitoring start and completion dates.
 - 7.1.7 Programmatic reports as specified under each service (i.e., Community Services, Case Management, and General Transportation).
- 8.0 **Items Provided by the Department – The Department shall provide:**
 - 8.1 Funding allocation information, as needed.
 - 8.2 A Contractor's Invoice and Statement of Expenditures form.

Scope of Work
Community Action Program Services

9.0 Community Services

9.1 Service Description

9.1.1 Services that provide a range of activities that have a measurable and major impact on the causes of poverty.

9.2 Service Information

9.2.1 The purposes of the CSBG are to provide assistance to local communities through a network of CAAs that pursue six national goals outlined in federal law:

1. Low-income people become more self-sufficient
2. The conditions in which low-income people live are improved
3. Low-income people own a stake in their community
4. Partnerships among supporters and providers of services to low-income people are achieved
5. Agencies increase their capacity to achieve results
6. Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments

9.2.2 These goals will be accomplished through activities that:

1. Strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty, in a manner responsive to local needs and conditions;
2. Organize a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient;
3. Coordinate the greater use of innovative and effective community-base approaches to attacking the causes of poverty and of community breakdown;
4. Ensure the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities;
5. Broaden the resource base of programs directed to the elimination of poverty.

9.3 Board Requirements – The Contractor shall:

9.3.1 Private, non-profit CAAs:

1. Select a Tripartite Governing Board that administers the services.
2. Ensure that the Tripartite Governing Board is comprised as follows:
 1. 1/3 are elected public officials, holding public office on the date of selection.
 2. 1/3 members are persons chosen in accordance with democratic selection procedures adequate to ensure that these members are representative of low-income individuals and families in the neighborhood served and each representative of low-income individuals and families selected to represent a specific neighborhood within a community, resides in the neighborhood represented by the member.
 3. The remaining members are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.
3. Establish and follow written procedures identified in CSBG legislation to ensure the Tripartite Governing Board membership that conforms with Tripartite Board requirements, including a description of the democratic selection process used in the appointment of members.
4. Establish and follow written procedures including board by-laws, to ensure the Tripartite Governing Board fully participates in the development, planning, implementation, and evaluation of the program and services to serve low-income communities, including but not limited to:
 1. Active participation in the development and on-going implementation and evaluation of the Contractor Community Action Plan.
 2. Active participation in ensuring the completion of a Community Needs Assessment for the area served, and in reviewing the results of the Assessment to ensure responsiveness to any identified gaps in services.
 3. Active participation in the identification and evaluation of ROMA Performance Outcomes used in measuring the Contractor's effectiveness in achieving the six national goals.

Scope of Work
Community Action Program Services

5. Establish and follow written procedures that describe how a low-income individual, community organization, religious organization, a representative of low-income individuals that considers its organization and low-income individuals to be inadequately represented on the board, petition for adequate representation on the Board.
6. Conduct a minimum of 4 quarterly Tripartite Governing Board meetings per year that conform to Arizona open meeting laws.
7. Maintain records of Tripartite Governing Board membership, election and selection process, and detailed meeting minutes.
8. Ensure Tripartite Governing Board members receive appropriate training, including, but not limited to board member governance and advisory responsibilities, the purposes of the CSBG and other programs administered by the Contractor, and the requirement of the Board to participate in the ROMA System.

9.3.2 Public CAAs Advisory Board:

1. Select members to serve on a Board in which 1/3 of the board members are persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families.

9.4 Community Action Plan Requirements – The Contractor shall:

9.4.1 Develop, and implement when approved by DES/DAAS, a Community Action Plan that includes:

1. A description of a needs assessment for the community served, that may be coordinated with community-needs assessments conducted for other programs.
2. Contractors objectives that are aligned with the six national goals.
3. A description of the Contractor that includes its primary functions, responsibilities, organizational structure, and its association as part of a larger entity if appropriate.
4. A description of the service delivery system for services provided or coordinated with CSBG funds.
5. A narrative that demonstrates how the results of the Community Needs Assessment were used and incorporated into the Community Action Plan.
6. A description of how linkages will be developed to fill gaps in services through the provision of information, referrals, case management, and follow-up consultations.
7. A description of how CSBG funds will be coordinated with other public or private resources.
8. A description of how the Contractor will use CSBG funds to support innovative community and neighborhood based initiatives.
9. A description of how the Contractor will provide, on an emergency basis, for the provisions of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.
10. A description of how the Contractor will, to the maximum extent possible, coordinate programs and form partnerships with other agencies serving low-income residents, including religious organizations, charitable groups, and community-based organizations.
11. A description of the ROMA performance outcomes and any related indicators that will be used to measure the Contractor's performance in achieving the six CSBG national goals.

9.5 Results Oriented Management & Accountability (ROMA) Requirements – The Contractor shall:

9.5.1 Participate in the Results Oriented Management and Accountability System for measuring performance and results of programs and services.

9.6 Program Reporting Requirements – The Contractor shall:

9.6.1 Submit the following items as may be amended, by the dates indicated, as may be amended, by the DES Community Action Program Manager through written notification to the Contractor:

1. Annual Community Action Plan with a description of the Needs Assessment conducted for the community served, by June 30th of each calendar year (Contractor must utilize format specified by DES/DAAS) (See Exhibit D).
2. Quarterly ROMA Outcomes Report (See Exhibit E) by October 25th, January 25th, April 25th of each calendar year. The Contractor shall submit a Fourth Quarter Report, but shall include Fourth Quarter data with the Annual CSBG IS Report (See Exhibit F). (Contractor must utilize format specified by DES).

Scope of Work
Community Action Program Services

3. CSBG Information System (IS) Report by October 1st of each calendar year (See Exhibit F).
4. Schedule of planned Board meetings for the next 12 months, by June 30th of each calendar year.
5. Monthly Community Services Block Grant (CSBG) Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit G).
6. Copy of complete and detailed minutes from Tripartite/Advisory Board meetings within 30 days of the meeting date.
7. Current Organizational Chart by June 30th each calendar year, beginning 2011.
8. Current Agency Operations Spreadsheet by June 30th of each calendar year, beginning 2011.

9.7 Items Provided by the Department – The Department shall provide:

- 9.7.1 Formats for Annual Community Action Plan, Quarterly ROMA Outcomes Reports, and CSBG Final Reports.
- 9.7.2 Training on Community Action Plan preparation, Quarterly ROMA Outcomes Report preparation, and CSBG Final Reports.

Scope of Work
Community Action Program Services

10.0 Case Management

10.1 Service Description

10.1.1 A service or process that establishes a relationship with an individual or family in order to enhance their functioning and/or integration into the community. Appropriate services and/or benefits are identified, planned, obtained, provided, recorded, monitored, modified when necessary and/or terminated. This may include: assessment to determine their needs and eligibility when applying for/receiving services, assistance in finding necessary resources in addition to covered services to meet basic needs, assistance in obtaining entitlements, communication and coordination of care as well as follow-up of crisis contact or missed appointments.

10.1.2 This service specifically provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

10.2 Service Information

10.2.1 The primary goal of this service is to assist low-income individuals and families in resolving crisis situations, and moving the household closer to self-sufficiency.

10.2.2 All CAAs shall provide the following:

1. Case Management
2. Short Term Crisis Services (STCS) provide temporary assistance to persons at or below 125 percent (125%) of poverty, or 150 percent (150%) if elderly or disabled, who have an emergent need that cannot be met immediately with their own income or other resources.

The STCS program is funded with TANF and is available to low-income families with children. Benefits available through the STCS program include the following:

1. temporary shelter at hotels/motels for homeless persons,
2. housing assistance for rent or mortgage assistance, move-in, and eviction prevention,
3. utility assistance for families with a current or anticipated interruption of heating and/or cooling services, and
4. special needs to secure or maintain employment.

10.2.3 All CAAs and designated LIHEAP agencies shall provide the following:

1. Utility Assistance Services that assist low income households lower basic home energy bills with specific emphasis on those households with the lowest income and highest energy burden and that respond to problems related to the termination of heating and/or cooling. Utility Assistance is funded with Low Income Home Energy Assistance Program (LIHEAP), and Neighbors Helping Neighbors (NHN) funds. Households must be at or below 200 percent (200%) of poverty to receive benefits. The Contractor shall offer Utility Assistance Services as a component program under the overall Case Management Service structure. Benefits include:
 1. Utility payments or deposits for heating and cooling
 2. Temporary emergency shelter (if needed due to energy related crisis)
 3. Payment of water bills related to cooling (May 1 through October 1)
 4. Rental assistance where utility payment is included in the rent

10.2.4 Tribal entities shall provide utility assistance funded with Low Income Home Energy Assistance Program (LIHEAP). Benefits include:

1. Utility payments or deposits for heating and cooling
2. Payment of water bills related to cooling (May 1 through October 1)
3. Rental assistance where utility payment is included in the rent

Scope of Work
Community Action Program Services

- 10.3 Case Management Requirements (CAAs and designated LIHEAP agencies) – The Contractor shall:**
- 10.3.1** Develop and implement client oriented intake procedures which are responsive to households in crisis situations.
 - 10.3.2** Develop and implement intake procedures responsive to applicants who are physically infirm and must apply for benefits without leaving their homes.
 - 10.3.3** Develop in collaboration with the client, a case management plan that includes the following:
 - 1. An assessment of the client's resources and needs.
 - 2. Specific objectives that relate to the goal of alleviating any immediate crisis situation.
 - 3. Eligibility for supportive services including but not limited to STCS and Utility Assistance, through direct provision or referral.
 - 10.3.4** Provide assessment of the household's needs in order to establish a case plan if necessary, and arrange for the provision of services designed to:
 - 1. Resolve any immediate crisis in a timely manner.
 - 2. Assist the household in obtaining other benefits to which they may be eligible including but not limited to Home Weatherization, Appliance Repair or Replacement, Child Care, Earned Income Tax Credit, Supplemental Nutrition Assistance Program (SNAP), Social Security Benefits, and Utility Discount Programs.
 - 3. Arrange for training or counseling intended to remove obstacles and solve problems that block the achievement of self sufficiency, including but not limited to financial literacy classes, budget counseling, energy conservation education, efforts intended to secure and maintain meaningful employment, attain an adequate education, obtain and maintain adequate housing and a suitable living environment, and to obtain emergency assistance to meet the immediate and urgent needs of the family or individual.
 - 10.3.5** Complete a closing summary that includes at a minimum, the services provided, the number and type of referrals made to alleviate the crisis situation.
 - 10.3.6** Participate in the development and implementation of a standardized "Client Self-sufficiency Matrix" to be used by all CAAs no later than December 31, 2010.
 - 10.3.7** Not later than January 1, 2011, complete a self-sufficiency matrix for a minimum of 25 percent (25%) of all case managed households.
 - 10.3.8** Utilize report formats specified by DES/DAAS. All Contract Payment Verification Reports shall be submitted on a monthly basis with the Contractor's monthly invoice. As appropriate, revised Case Management and Contract Payment Verification Reports shall be submitted with Supplemental Invoices.
- 10.4 Short Term Crisis Services Requirements (CAAs only) – The Contractor shall:**
- 10.4.1** Follow all eligibility and procedural policies set forth in the DES/DAAS Short Term Crisis Services Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.
 - 10.4.2** Use the DES EN-005 Application for Services form(s) as may be amended, in determining program eligibility (See Exhibit B).
- 10.5 Utility Assistance Service Requirements (CAAs and designated LIHEAP agencies only) – The Contractor shall:**
- 10.5.1** Follow all eligibility and procedural policies set forth in the DES/DAAS LIHEAP Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.
 - 10.5.2** Utilize the DES EN-005 Application for Services form(s) in determining program eligibility (See Exhibit B).
 - 10.5.3** The Contractor must demonstrate and exercise the ability to pay all vendors on behalf of an eligible client.
 - 10.5.4** Utilize an in-house system to make payments to utility companies.
- 10.6 Results Oriented Management & Accountability (ROMA) Requirements (CAAs only) – The Contractor shall:**
- 10.6.1** Participate in the Results Oriented Management and Accountability system for measuring performance and results of programs and services.
 - 10.6.2** Participate in a statewide "ROMA Advisory Committee" to identify standardized performance indicators for the statewide community action network.
- 10.7 Program Reporting Requirements – The Contractor shall:**
- 10.7.1** Submit the following reports as may be amended, for the timeframes indicated, as may be amended by the DES Community Action Program Manager through written notification to the Contractor:

Scope of Work
Community Action Program Services

1. Monthly Case Management Report (All CAAs and designated LIHEAP agencies) (See Exhibit H1 for July, August, September 2010 and Exhibit H2 for October 2010 forward).
2. Tribal LIHEAP Monthly Report (Tribal entity only) (See Exhibit I).
3. Emergency Shelter Grant Annual Report (rural CAAs only) (See Exhibit J) by August 31st of each calendar year.
4. Social Services Block Grant Annual Report (All CAAs and designated LIHEAP agencies) (See Exhibit K) by August 31st of each calendar year.
5. ESG Prevention, Operations, and Essential Services Quarterly Report (rural CAAs only) (See Exhibit L)
6. Quarterly ROMA Outcomes Report (All CAAs) (See Exhibit E).
7. Monthly CSBG - American Recovery and Reinvestment Act (ARRA) Report, as appropriate (See Exhibit M).
8. Monthly CSBG-ARRA Jobs Created or Retained Report, as appropriate (See Exhibit N).
9. Monthly Short Term Crisis Services (STCS) Contract Payment Verification Form (All CAAs) (See Exhibit O)
10. Monthly Low Income Home Energy Assistance program Contract Payment Verification Form (All CAAs and designated LIHEAP Contractors) (See Exhibit P)
11. Monthly Community Services Block Grant Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit G).
12. Monthly Emergency Shelter Grant/Prevention Contract Payment Verification Form (rural CAAs only) (See Exhibit Q)
13. Monthly Neighbors Helping Neighbors Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit R).
14. Monthly CSBG-ARRA Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit S).

10.8 Items Provided by the Department – The Department shall provide:

- 10.8.1 The following report formats as may be amended by the DES Community Action Program Manager through written notification to the Contractor: Case Management Monthly Report, ESG Prevention Report, Annual SSBG Report, and Quarterly ROMA Performance Outcomes Reports.
- 10.8.2 Training on completing the Case Management Monthly Report, ESG Prevention Report, Quarterly ROMA Outcomes Report preparation, Short Term Crisis Services Program, Low Income Home Energy Assistance Program.
- 10.8.3 Short Term Crisis Services Policy Manual.
- 10.8.4 Low Income Home Energy Assistance Program Policy Manual.

ADMINISTRATIVE METHODOLOGY:

2.0

2.2.1 Organization Structure: The Gila County Community Action/Housing Services is one department within the Gila County Division of Health and Community Services which provides services to a vast culturally diverse population with equally diverse needs. The entire division provides services to the population within our service area with the same level of commitment to excellence and equality. The Division is under the Gila County umbrella and the Community Action/Housing Services Program is under the Office of Community Services. Key staff of Community Action/Housing Services are: A Community Action/Housing Services Manager, a Case Manager serving Northern Gila County in the Payson area, a Case Manager serving Southern Gila County in the Globe area, a volunteer Case Manager in Hayden area, a CAP office Clerk in the Globe office, Housing Services assistant, Housing Rehabilitation Specialist, Davis-Bacon Specialist, Section Eight Housing Coordinator. Within the Office of Community Services there are Four departments: Community Services/Housing Services Department which provides housing rehabilitation, weatherization services and emergency housing repairs, section eight housing choice voucher program, utility assistance, telephone assistance, eviction prevention, homeless services, and supportive and Community Outreach Services. Gila Employment & Special Training which provides services to the disabled population, Re-Employment and Pre-LayOff Assistance Center which provides services to dislocated workers. We are also designated as a WIA one-stop center, also Des Job Service and Unemployment are located in our building. In the Office of Community Services there are currently 42 staff total.

2.2.2 Confidential Information: All client information is secured in locked file cabinets which are located in a Case Managers office, which remains locked during off office hours. Case files that have been closed are secured in locked file cabinets in a file cabinet room which is also locked during off office hours. Data entered into the T.H.O. database requires a password for access, which is specific only to the Case Manager who has entered it and the Program Manager. All department staff receives HIPPA training and are well aware and sign a confidentiality agreement. Hard copy case files are retained for a five and ten year period then shredded and disposed of in the local landfill. Electronic case files are accessed only by staff that maintain their own passwords, and cannot be accessed by anyone who does not have clearance.

2.2.3 Technology Equipment/Capabilities: The Gila County IT Department has built a wide area network (WAN) to serve Gila County's infrastructural and telecommunication needs. The WAN spans between Globe, Payson and the Phoenix metro area connecting County offices and staff to each other and to the world. The network provides voice, video and data services including remote connectivity through VPN and Web portals. The IT Department maintains and supports all of these technologies and continues to upgrade services to stay on the leading edge of business technology. All network equipment is Cisco. All CAP data is stored on a County server which is backed up by IT staff at end of each working day. Monthly Revenue and Expenditure reports are generated on as needed basis. Financial spreadsheets and programmatic data can be opened as word documents and sent via e-mail. Some Agency reports can be generated on an as needed basis using the T.H.O. database. Software utilized by the Community Action/Housing Services agency are: Office 2007, Acrobat Reader and Microsoft Office.

ADMINISTRATIVE METHODOLOGY

2.2.4 Competitive Bidding Procedure: Gila County Community Action/Housing Services does not subcontract.

2.2.5 N/A Gila County CAP does not subcontract.

2.2.6 Linguistically/Culturally Appropriateness:

The entire Division of Health and Community Services including the CAHS Department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. Staff recognizes the uniqueness of each individual's needs and level of service(s) based on cultural diversity and their needs. Bilingual staff is available within CAHS staff to assist the non-English and monolingual population. A sign language interpreter and a Spanish language translator is available upon request within the division staff, should the need arise. All departments of our division are housed under one facility, and if the need for language translation is apparent, staff will locate appropriate staff to provide that service. All CAHS brochures are available in English and Spanish. The Community Action Program provides "family focused" services with consideration to cultural diversity and beliefs. The Community Action Program does not discriminate on any basis. CAHS staff has been providing services to Gila County residents since 1982 and are aware of cultural issues with various groups within the county. In addition, staff has received training from ACAA regarding multi-cultural awareness.

Gila County encompasses an area of 4,768 square miles, with a population of only 51,335. This small rural area does not have a shelter facility for the homeless, however the Community Action Program has been serving the homeless population for 20 plus years with the resources that are available in our service area which is Northern and Southern Gila County (except reservation areas). The assistance we have been able to provide is in the form of motel vouchers for short term shelter. The targeted population that we serve includes the chronically homeless, eg: those who are homeless due to mental illness, drugs/alcohol addiction, chronically unemployed, and victims of abuse. The chronically homeless population mentioned above includes individuals, and families. The number of clients we anticipate serving in the first year of the contract is 200. This estimate is based on the number of prior referrals from community agencies as well as the number of clients turned away in the last fiscal year, for lack of funds and funding cuts. The Community Action Program service area is Northern and Southern Gila County (except reservation lands). There are CAHS offices providing service in Payson, Winkelman, and Globe.

2.2.7 N/A Gila County CAHS does not subcontract.

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

COMMUNITY SERVICES METHODOLOGY

3.0

3.1.1 The Gila County Community Action/Housing Services has maintained a Community Action Agency Advisory Board since 1982. The Board is comprised of Private, Non-Profit, and Low Income members. The Board By-Laws were re-written, approved and adopted by the Gila County Board of Supervisors on January 20, 2008. CAP facilitates four quarterly meetings per year which conforms to the open meeting law. The Advisory Board approves the CAHS Plan on a yearly basis.

3.1.2 To ensure participation of Low Income representatives on the Advisory Board, members of the Low Income sector are recruited primarily by Board discussion of prospective members, after which the person completes an application which is reviewed and a vote taken by the Board to accept or reject the application.

3.1.3 Programmatic and budgetary information is provided to Board members quarterly for their review and input. The Board participates in an annual Strategic Planning meeting where the CAP Plan is discussed. All changes or revisions of the plan are implemented at that time. The Board votes to approve the implementation of the plan. It is anticipated that in the next fiscal year that the Board will review the results of any needs assessments and help in strategic planning for the next fiscal year. The Board does not review outcomes of case management efforts or evaluate the effectiveness of the service however this activity will be proposed for the next fiscal year. The Board reviews and approves budgets and expenditures on a quarterly basis.

3.1.4 The Gila County Community Action Program Advisory Board consists of nine members representing the following sectors:

PRIVATE SECTOR

Annie Hinojos

Margret Celix

Lyn Canning

Ramona Ortiz

PRIVATE SECTOR

Robert Closs

LOW INCOME

Barbara Leetham

Audrey Opitz

Norberto Waddell

3.1.5 CAP Advisory Board meetings are scheduled by the CAHS Program Manager to be facilitated on a quarterly basis. Board meetings scheduled for the first year of the contract are for the third Wednesday of every third month beginning August 18, 2010. Board meetings scheduled: Nov. 17, 2010, Feb. 16, 2011, and May 17, 2011, for the first contract year.

3.1.6 CSBG funds are the base for delivery of all Community Action/Housing Services. Our system for the delivery of or coordination of services is: first an intake form is completed by the client, date and time stamped for sequence of scheduling; forms are distributed to case managers for scheduling. Case managers determine eligibility, review household size, relationship and citizenship status. Then the determination of crisis and which program criteria will best assist the household. Discount programs and other referrals are made so that the household receives a full circle of assistance rather than the initial issue that brought them into the office for

assistance. In the event of an immediate crisis such as; utilities have been turned off or the late stages of legal eviction or homelessness, the client interview will take place immediately. The local utility companies coordinate and cooperate very well with CAHS staff. Often, with a phone call the utility company will accept a verbal commitment of payment by CAHS staff, and they will delay the disconnect or reinstate service immediately allowing the client time to provide documentation required for service and CAHS to schedule an appointment at the next available time slot. On occasion when the client is not ultimately eligible for service, CAHS staff have backup services available through local faith based organizations that perhaps will cover what we are unable to provide.

3.1.7 the most recent Needs Assessment was conducted in January 2009. The process used was to distribute the assessment to agencies within our Network group. Each group in turn had their clients fill out the assessment. Data was then collected and the results were compiled. The impact of this assessment has helped in prioritizing which needs need to be addressed first and ultimately incorporate them into our Community Action/Housing Services Plan. Needs that have been identified as priority are lack of jobs that create emergency needs, and lack of affordable, healthy & safe housing., Where CAHS does not have the resources to provide for clients, they are referred to our in house partners, local faith based organizations, local non profits and some school programs. Some needs that we were not able to provide service for are general special needs such as: auto repairs, auto insurance, and funds for driver's license or ID cards, education materials, tuition. Affordable, healthy & safe housing is a critical issue in Gila County. In addition to interdepartmental referrals the CAHS case manager will provide clients with a description of services available from CAHS as well as criteria for eligibility to receive services. In addition, information will be provided in the form of a program brochure, and a resource guide which outlines services available from other resources in the community. Information regarding how to access or will be accessed by the case manager for them will be provided to the client. CAHS has started a VITA Tax site in Payson and will be opening a new Vita Tax site in Globe, this will help keep clients within their budget and we are also conducting financial literacy classes. A written referral will be provided to the client and an introductory phone call will be made by the case manager on behalf of the client.

CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS's has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkelman, Arizona Public Service.

3.1.8 CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing & Urban Development Town of Winkelman, Arizona Public Service.

3.1.9 CSBG funds will be coordinated with public resources such as Community Kids, and Payson Helping Payson. Other available public and private resources will also be utilized. Other funds leveraged with CSBG include DES, CDBG, SemStream, Southwest Gas, AZ Public Service, Gila County, HUD, Town of Payson, FEMA, HEAF, DOE, which are local and federal monies and provide both administrative dollars 15% and direct services 85%. Our agencies provide these services and are able to determine what the needs are of each client at the time of application and utilize the resources as applicable. CSBG funding also provides funding for staff salaries and monies for staff to attend and serve on local agency boards and committees.

3.1.10 Emergency services for conditions of malnutrition or starvation will be provided through the coordination of services which are within our division, eg. The Office of Health Services and our Local Food Bank. Local Food Banks are utilized quite often and referrals are given to clients and tracked by CAP staff. The WIC program through the Health Department which is a program within our division, which distributes food boxes, is also utilized. CAP staff makes referrals to the WIC program and facilitate deliveries to the home bound as well.

3.1.11 The Office of Community Services has established strong interagency linkages and provides a large cluster of direct and community services. Services are primarily directed at improving the quality of life for low income persons in Gila County and in improving service delivery through interagency cooperation. The Office of Community Services is located in the Gila/Pinal Workforce Investment Area Comprehensive One-Stop Center. This One-Stop Center is located in the Globe area and contains all One Stop core services, in addition to all the Divisions services previously mentioned in this methodology. CAP's location at the comprehensive site will better enable staff to assist clients in achieving self-sufficiency. CAP staff will be trained in all other programs which will result in being able to provide clients with a variety of information and assistance. Partners located at the center include Job Service, Veteran's Admin., and Job Core, Gila Literacy, Title I and all other required partners as suited in the Workforce Investment Act. CAP also coordinates and partners with local faith based and civic organizations to better serve our low income residents. One of the key responsibilities of each partner is to make available at the Comprehensive One Stop Center appropriate core services that are applicable to the partner's program. Individuals will be able to access the following partner's core services at the One Stop:

- a. Title I Adults, Youth, Dislocated Worker
- b. Job Corps
- c. Native American programs
- d. Migrant/Seasonal farm Worker Prog.
- e. Veterans Workforce Prog.
- f. Program authorized under Wagner/Peyser Act
- g. Adult education/literacy activities
- h. Vocational Rehabilitation Prog.
- i. Welfare to Work Prog.
- j. Senior community Sacs. Emp.
- k. Postsecondary Voc. Education
- l. Trade Adjustment Asst./NAFTA
- m. Community Service Block Grant
- n. Housing and Urban Dvp.

The Gila County Division of Health and Community Services is a division of Gila County. CAHS is one department within that division. There are four departments within the division and staff of all departments provide direct services to clients in an office setting, in the community, and in the client's home. Our goal is to continually update our knowledge and skills to enable clients to achieve self sufficiency. The division has established strong interagency linkages and provides a large cluster of direct and community services. Services are directed at improving the quality of life for all our clients and in improving services delivery through interagency cooperation. Through continued communication and partnering with agencies within the Interagency network CAHS staff have formed and maintain long lasting partnerships with other agencies to further serve our clientele.

3.1.12 The CAHS T.H.O. data base tracks all ROMA performance requirements to achieve the six CSBG national goals. CAHS proposes the following measures under each performance goal.

| Goals | Community Needs / Gaps in Service | Performance Measures |
|---|--|--|
| Low Income People Become More Self-Sufficient | The unemployment rate for Gila County is 18.2%, which is higher than the rate for the State of Arizona. Many of the jobs available are in the mining industry which is currently laying off hundreds of employees. These jobs historically offer high wages, but are union jobs and see many layoffs and/or strikes. | Unemployed & obtained a job Achieved living wage employment & benefits Obtained safe & affordable housing Participate in tax preparation programs Enrolled in discount programs |
| The Conditions in Which Low-Income People Live are Improved. | Due to the age of homes in Gila County and the fact that the population is older citizens many of the low-income homeowners reside in unsafe housing and cannot afford the cost of replacement housing. In addition, many homeowners are facing foreclosure because of questionable mortgages with high and/or variable rates. | Provide weatherization & home repair and home repair education Provide foreclosure mitigation services |
| Low Income People Own a Stake in Their Community. | Many low-income individuals do not engage in community activities and, therefore, do not actively participate in the decision making that impacts their lives. In addition many low-income individuals are reluctant to consider the possibility of becoming homeowners. | Provide opportunities for community members to volunteer at Gila County CAP. Provide housing counseling workshops to improve credit and information about home ownership. |
| Partnerships Among Supporters and Providers of Service to Low-Income People are Achieved. | The issues of limited resources that are available for human services programs is most effectively addressed through community and agencies collaborations and partnerships. | Facilitate the Continuum of Care and the Interagency meetings and participate in other efforts to provide services to fill identified gaps. |
| Agencies Increase Their Capacity to Achieve Results | Agencies have a limited capacity due to budget cuts in Gila County so services are cut to the low-income population. Especially hard hit is personnel to work with clients. | By networking, bringing in more volunteers. Petition funding agencies to Find a way to cut back on the extreme amount of paperwork. Which would allow more time for clients and increase our capacity to achieve results for local clients in need |
| Low Income People, Especially Vulnerable Populations, Achieve their Potential by Strengthening Family and Other Supportive Systems. | In order for individuals and families to participate effectively in programs that increase, assistance must be provided to stabilize financial crises. When financial stability is achieved, the households can then begin to consider engaging in a case management plan to address identified issues. | Provide financial assistance to stabilize financial crises. Refer households to programs that focus on preparing children for school. Refer households to programs that increase their living and parenting skills. |

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES PROGRAM

CASE MANAGEMENT METHODOLOGY

3.2

3.2.1 At intake, a case manager will complete an EN-005 on all clients seeking assistance. The EN-005 gathers demographic information. A Client assessment record will be completed on each client using the Arizona Self-Sufficiency Matrix. The data used to complete the EN-005 and the assessment record will assist the case manager and client in determining need. Based on initial assessment, follow-up visits will be scheduled with the client and documented on the client assessment record. For those unable to come into the office, a case manager will provide a home visit to complete the above.

#1. Regular business hours are Monday through Friday 8:00 am to 5:00 pm. Home visits are scheduled at the time that the case manager calls the client to set an appointment. These visits are at the convenience of the client. CAHS case managers do not take applications over the phone or through the mail.

#2. If assistance is needed outside of regular business hours, arrangements will be made to provide that assistance on an as needed basis. Priority will be given to assist families with children, handicapped persons and the frail and elderly.

CAHS case managers make every effort to schedule appointments for clients when it is most convenient for the client. A preliminary intake form is completed at the time the client comes into our office. This intake form is routed to the appropriate case manager at which time the case manager will contact the client to arrange an appointment for the full intake process.

#3 CAHS staff schedule their individual lunch hours so that there is always a case manager in during that time. If a client comes into the office when staff are at trainings or off site meetings, the CAHS clerk will provide the preliminary intake form for them to be completed, and inform them when a case manager will likely call to schedule an appointment for them. Staff is always available to assist clients when a case manager is not available. CAHS staff who take care of the front desk (the receptionist or CAHS clerk) will assist clients in the absence of a case manager. Case managers always return calls as soon as they return to their office. All case managers have voice mail capabilities, and they call in to check the messages when they are away for trainings or off site meetings. Calls are generally returned no more than 24 hours after the client call. Clients can identify a time when the case manager can return their call.

Every person requesting services from CAHS is given an intake form to complete. The form is immediately date and time stamped. Clients are given a brochure that states what information is needed, referral numbers for other services and a statement of Clients rights and responsibilities. Client surveys are located in the lobby with clear signage that lets clients appeal and give feedback on how CAHS is doing. The data gathered on the intake is then entered into the data base. Case Managers schedule the applicants on a first come first served basis. Clients can schedule an appointment by phone without actually coming into the office. When an appointment is made, the case manager requests all pertinent documentation for the intake, from the client, and the appointment is made depending on when the client can collect all the documentation needed for intake.

Usually an appointment can be made within a couple of days. There is no pre-determined days/times for scheduling appointments. appointments can be made at anytime during business hours. #4. The process utilized to immediately assist a person in a crisis situation is first to do an initial interview with the person to determine the crisis and assess the need. If supportive services can be provided with CAHS funds, then those supportive services will be immediately be provided. If other resources are necessary to assist the client, then a referral will be made. Every effort is made to immediately see a client in crisis at the time the crisis is identified. If a client comes in and a crisis is identified, the case manager will work the client in between appointments.

A crisis is defined as a separation of the family that resulted from domestic violence, loss of income, unforeseen circumstances that increased expenditures making it difficult to meet the following months budgeted expenditures, a condition which endangers the health or safety of the household or special needs necessary to secure or maintain employment. CAHS has a screening document that quantifies risk factors. CAHS does not keep open appointment on a daily basis for clients in crisis, rather they are assisted as stated above when the crisis is identified and the client can be worked in between scheduled appointments as soon as possible.

#5. CAHS proposes to provide case management to all low income families and individuals meeting the CAHS eligibility requirements, homeless, and the elderly. The case management services will be modeled after the Family Development Program. This program is designed to assist families in overcoming multiple barriers enabling them to become self sufficient. Staff of CAP has received extensive training regarding Family Development and the utilization and implementation of the ROMA self sufficiency matrix. When STCS funds have been depleted, case managers will utilize HPRP as well as other funding resources available within the Program to assist clients with utility and Rental assistance. #6 Written Referrals to Salvation Army and St. Vincent De Paul in addition to other local agencies or churches are also made when funds are depleted. Case management services are provided even if voucher funds are depleted.

#7. The CAHS staff is very well aware of the importance of the involvement of the entire family in creating a safe and nurturing home life for its members. The staff expects that all members of the family participate in the formulation of a Family Service Plan and in all aspects of the fulfillment of the plan as well as the goals and steps required to reach that goal. The case management process and the notice of eligibility, denial, rights and responsibilities of the client regarding their participation in the program will be fully explained at the time of intake.

3.2.2 Below is the case management model utilized by Gila County Community Services Program:

a) A Family Service Plan is developed with each client based on their Arizona Self Sufficiency Matrix levels. The client is fully engaged in the formulation of their plan. The plan identifies the clients: goals, start and targeted completion dates, tasks required to achieve the goals, who will complete the task and services to be provided and/or accessed. Strengths, past successes and other assets that could contribute to a solution will be discussed. Clients will be encouraged to become skilled in solving problems, using appropriate resources that the client, case manager and other agencies can obtain. A copy of the service plan will be contained in the client file along with case notes documenting activities of the client and their family. The client's case plan is monitored by completing a 30, 60, and 90 day follow up addressing the outcomes of referrals from the clients case plan.

3.2.2(4) For outside referrals client is provided with paperwork directing them to the additional assistance and then it is returned to CAHS.

b.) After developing of the case plan which is outlined above in a), the plan will be monitored using the information and documentation contained in the client file. Our current contracts with Arizona Department of Economic Security dictates that the type and quantity of services that clients receive, which is also entered into our T.H.O database. A client file for each client receiving case management services will be formulated. This file will contain the Self-Sufficiency Assessment and updates, a copy of the EN-005, the Family Service Plan/updates, case notes, and follow-up information in addition to any other pertinent documentation required from the various funding sources utilized to provide services to the client.

c) As an ongoing process of case management, the case manager will continue to assess and assist the client in obtaining services required to meet their needs and situation. Copies of all documents utilized to track the progress will be included in the client file. The client's progress will be tracked utilizing the Arizona Self-Sufficiency Matrix. Case closure will occur upon successful completion of goals outlined in the service plan, at the request of the client to discontinue services, or by agreement of the case manager, program manager or Divisional Program Manager. At the time of closure, reasons for the closure will be documented in the client file. Reasons for case closure may be: due to non-compliance by the client or because they have reached a level of self sufficiency that is satisfactory to the client and case manager.

d.) The CAHS case managers are well trained in community resources and routinely provide referrals for clients to other resources within the division and community. When the determination that a client requires services from another agency the case manager will make the referral and advise the client regarding that agency's services and eligibility requirements. This will assist the client in accessing those services and expediting the process of obtaining assistance.

e) A Pre and Post Assessment will be completed with each client who is receiving case management services utilizing the Arizona self-sufficiency matrix. The matrix shows the clients status in 12 areas of need, based on their status, the case manager will work with the client to set goals in the areas that the client feels they need the most assistance. As a client progresses toward their goal, the matrix is updated to indicate positive or negative movement toward the goal. The CAHS plan will be reviewed on a quarterly basis to evaluate the effectiveness of case management services and to determine whether we are meeting our targeted goals and following the mission and philosophies identified in the plan. The CAHS plan will assist in identifying areas where we are failing to meet goals and to provide direction for the staff to strive for improvement.

3.2.3 Case management services assist in achieving the six CSBG national goals by assisting low-income persons in all areas to help them attain their own personal level of self-sufficiency. These various levels are measured and tracked through the Arizona Self-Sufficiency Matrix. The Matrix is an intricate part of the T.H.O. Client Information System. This database meets all of ROMA tracking requirements and is able to track each client as they move up on the various levels of the matrix. CAHS case managers will interview all applicants during the initial intake for services. This process will include input from the client with the assistance of the case manager. When possible all adults in the household are asked to participate. The number one and number six National Family Goals and the corresponding indicators are discussed at that time. Any appropriate indicators within the goals that apply to that family will be discussed and potential future outcomes or objectives will be identified. This assessment is recorded in the service plan that identifies the direct services that are being provided through CAHS. It will also include outside referral information and resources for the client to contact to assist in implementing the plan. Case notes on clients who receive case management are printed out hardcopy and maintained in the client file.

NOTICE OF ELIGIBILITY, DENIAL, APPEAL FOR SOCIAL SERVICES
Gila County Community Action
P O Box 1254
Globe, AZ 85502-1254
(928) 425-7831

Date: 8/11/2010

Dear:

☐ Your application for social services has been approved. You will be receiving the following service:

_____ \$ -
_____ \$ -
_____ \$ -

☐ Your application for social services has been denied. The reason(s) is/are:

☐ Your income exceed Federal poverty levels.

☐ You have already received assistance and by regulation cannot be assisted again at this time.
You MAY be eligible to reapply on: _____

☐ You failed to provide requested verification needed to complete your application and to determine eligibility.

☐ Gila County CAP had no contract funds available at this time to assist you.

☐ You requested your application not to be completed.

☐ The program for which you applied required that you have a documentable crisis in the home.

☐ Other

YOU HAVE THE RIGHT TO APPEAL THIS DECISION

If you believe that your application should not be denied you may appeal this decision. If you wish to appeal you or your authorized representative must do so in writing within fifteen (15) days of the mailing or delivery of this notification. Please notify the CAP office if you wish to appeal this decision. You will be assisted in your request to appeal.

Case worker Name: Maria Brusoe

Caseworker Signature: _____ Date: 8/11/2010

3.2.4

The tools utilized to complete a needs assessment, case planning, monitoring, and closure of the case plan is primarily the T.H.O. data base information system which provides data that is utilized to determine the progress or lack of progress in reaching self sufficiency. Hard copies of the assessment of needs are contained in the client file in the form of case notes and the Matrix. Any data in the T.H.O. data base can also be printed out hard copy and maintained in the client file.

3.2.5

A client satisfaction survey form is disbursed and a request for the completion of the survey is provided at the time of initial contact with the client and again at the time of case closure. A survey box is located in the lobby of our facility and the client is asked to deposit the survey in that container. The Division Director or Deputy Director retrieves survey documents from the box on a monthly basis and at the end of the quarter the results from the survey are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community. These surveys are collected, and reviewed by supervisory staff on a quarterly basis, and the results are discussed with program manager in the effort to continue to improve and enhance service delivery to our clients. CAHS staff have plans to formulate a program specific survey to be utilized in the next fiscal year.

3.2.6 Funds utilized by case managers to provide utility assistance and the STCS program, on an on-going basis are made available to the case managers by an allotment process. This process is achieved by the Fiscal Manager. Carryover funds at the end of each month and the monthly allotment provided by the State is used to percentage out to the case managers, the funds available to provide direct client services for that current month. Expenditures are monitored on a weekly basis as vouchers are submitted and kept within an Excel spreadsheet. Fiscal Manager balances and reconciles on a monthly basis with the grant and the county. Case managers are given an allotment amount to expend each month at a CAHS staff meeting and work with all funding sources available to ensure they do not exceed the monthly budgeted amounts.

3.2.7 All clients are informed of the CAHS grievance policy and procedures at the time of the initial intake process. Upon receipt of a grievance the CAHS Manager will schedule a meeting with the client and case manager within 24 hours, if the complaint cannot be resolved in this meeting, another meeting will be facilitated within 5 working days, with the Division Director, Program Manager, case manager and client. If the grievance is not resolved at this meeting a written appeal and all accompanying documents will be forwarded to the Department of Economic Security within 7 working days of the last meeting. The written appeal shall be forwarded to Ariz. Dept. of Economic Security, Community Services Admin. P.O. Box 6123 Site Code 086Z, Phx. AZ 85005

3.2.8 As previously mentioned in this methodology, the client satisfaction surveys are reviewed and discussed with the appropriate case managers in the effort to ascertain what measures need to be discussed to improve and enhance our services to the clients. The Division Director or Deputy Director retrieve survey documents from the box on a monthly basis and at the end of the quarter the results from the surveys are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community.

**GILA COUNTY DIVISION OF HEALTH COMMUNITY SERVICES
ALLOCATED FUNDS REPORT
SFY 2011**

| <u>CONTRACTOR</u> | <u>E#</u> | <u>COUNTY</u> | <u>SVC</u> | <u>FUND SOURCE</u> | <u>COST TYPE</u> | <u>2011 AWARD</u> | <u>COMMENTS</u> |
|-------------------|-----------|---------------|------------|------------------------|----------------------|-------------------|-----------------|
| GILA | | GILA | CMT-A | LIHEAP | A | 14,222.00 | |
| GILA | | GILA | CMT | LIHEAP | V | 222,500.00 | |
| GILA | | GILA | CMT | LIHEAP A16 | A | 15,623.00 | |
| GILA | | GILA | CMT | NHN | V | 865.00 | |
| GILA | | GILA | CMT | SSBGLP | A | 8,352.00 | |
| GILA | | GILA | CMT | TANF | S | 150,000.00 | |
| GILA | | GILA | CMT | TANF | V | 0.00 | |
| GILA | | GILA | CMT | QWEST | A | 1,082.00 | |
| GILA | | GILA | CMT | ESG | P | 6,659.00 | |
| GILA | | GILA | CMT | LIHCON | A | 1,473.00 | |
| GILA | | GILA | CMT | LIHCON | V | 25,055.00 | |
| GILA | | GILA | CMT | LEVGA | V | 0.00 | |
| | | | | sub-total | | 445,831.00 | |
| GILA | | GILA | CSV-B | CSBG | A | 150,000.00 | |
| GILA | | GILA | CSV | CSBG | V | 0.00 | |
| | | | | sub-total | | 150,000.00 | |
| GILA | | GILA | CSV-C | CSBG-ARRA | A | 0.00 | |
| GILA | | GILA | CSV-C | CSBG-ARRA | V | 0.00 | |
| | | | | Total | | 595,831.00 | |

Total:
Vouchers 25607.1
130,707.00
19,293.00

140,000
10,000

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment A

1 PERSONNEL

| Number of Positions | FTE Level | Position Title | Salary for Contract Period | % Allocated to Service A+ D = Total | Total Service Cost | CPIP Cost |
|------------------------------|-----------|---------------------------|----------------------------|-------------------------------------|--------------------|------------------|
| 1 | 1 | Divisional Fiscal Manager | \$53,893 | 50%+0=50% | \$ 26,946 | \$ 26,946 |
| 1 | 1 | Divisional Accountant | \$35,422 | 50%+0=50% | \$ 17,711 | \$ 17,711 |
| 1 | 1 | Program Manager | \$47,632 | 25%+25=50% | \$ 23,816 | \$ 11,908 |
| 1 | 1 | Case Manager | \$30,534 | 0%+50%=50% | \$ 15,267 | \$ 15,267 |
| 1 | 1 | Case Manager | \$32,094 | 0%+50%=50% | \$ 16,047 | \$ 16,047 |
| 1 | 1 | Clerk | \$21,091 | 0%+50%=50% | \$ 10,546 | \$ 10,546 |
| TOTAL PERSONNEL COST: | | | | | \$ 110,334 | \$ 98,426 |

2 EMPLOYEE RELATED EXPENSES

| Item | Basis | Service Cost | CPIP Cost |
|-----------------------------|-----------------------------------|------------------|------------------|
| Health Insurance | \$595.83 per mo x 12 mo X 1 @ 25% | \$ 1,787 | \$ 1,787 |
| | \$595.83 per mo x 12 mo X 5 @ 50% | \$ 17,875 | \$ 17,875 |
| FICA | 0.0765 X \$110,334 | \$ 8,441 | \$ 4,220 |
| Workman's Comp | 0.003 X \$110,334 | \$ 331 | \$ 166 |
| Retirement | 0.0985 X \$110,334 | \$ 10,868 | \$ 5,434 |
| TOTAL EMPLOYEE COST: | | \$ 39,302 | \$ 29,483 |

3 PROFESSIONAL AND OUTSIDE SERVICES

| Item | Basis | Service Cost | CPIP Cost |
|--|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL PROF & OUTSIDE COSTS: | | \$ - | \$ - |

4 TRAVEL

| Item | Basis | Service Cost | CPIP Cost |
|----------------------------|---------------------------------------|-----------------|-----------------|
| Gas/Vehicles/Maint | \$200 per month x 12 months | \$ 2,700 | \$ 1,350 |
| Per Diem | \$25 per day for 20 days for 10 FTE's | \$ 5,000 | \$ 4,000 |
| TOTAL TRAVEL COSTS: | | \$ 7,700 | \$ 5,350 |

5 SPACE

| Item | Basis | Service Cost | CPIP Cost |
|--------------------------------|---|------------------|------------------|
| Rent - Globe Office | Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.) | \$ 20,076 | \$ 10,038 |
| Sparkletts/Other Space Expense | \$100 x 12 months | \$ 1,200 | \$ 240 |
| TOTAL SPACE COSTS: | | \$ 21,276 | \$ 10,278 |

6 EQUIPMENT

| Item | Basis | Service Cost | CPIP Cost |
|-------------------------------|-------|--------------|-----------|
| N/A | | | |
| TOTAL EQUIPMENT COSTS: | | \$ - | \$ - |
| | | \$ - | \$ - |

7 MATERIALS & SUPPLIES

| Item | Basis | Service Cost | CPIP Cost |
|------------------------------------|---------------------------------------|--------------|-----------|
| General Office Supplies | \$200 per month x 6 FTE's x 12 months | \$ 14,400 | \$ 10,800 |
| Postage | \$250 per month x 12 months | \$ 3,000 | \$ 1,200 |
| TOTAL MAT & SUPP COSTS: | | \$ 17,400 | \$ 12,000 |

8 OPERATING SERVICES

| Item | Basis | Service Cost | CPIP Cost |
|---|---|--------------|-----------|
| Staff Training & Registration | \$1000 for training sessions for 3 FTE's | \$ 3,000 | \$ 3,000 |
| | \$1500 for out of state training for 2 FTE's (includes flight, hotel & registration) | \$ 3,000 | \$ 3,000 |
| Printing, Publishing & Advertising Costs | 4 publications @ \$200 in local papers | \$ 800 | \$ 160 |
| Local Fax, 800 Line, Phone Line & Service | \$1,713.30 x 12 months | | |
| Maintenance, Leases Agreements & Memberships/Dues | | \$ 20,560 | \$ 9,764 |
| TOTAL OPERATING SERVICE COSTS: | | \$ 27,360 | \$ 15,924 |

9 INDIRECT COSTS

| Item | Basis | Service Cost | CPIP Cost |
|------------------------------|-------|--------------|-----------|
| N/A | | \$ - | \$ - |
| TOTAL INDIRECT COSTS: | | \$ - | \$ - |

| | | | |
|----|---------------------------------------|------------|------------|
| 10 | SUBTOTAL ADMINISTRATIVE COSTS: | \$ 223,372 | \$ 171,459 |
|----|---------------------------------------|------------|------------|

11 VOUCHERS

| Item | | | Service Cost | CPIP Cost |
|-----------------------------|--------|----|-------------------|-------------------|
| 1 | LIHEAP | 77 | \$ 222,500 | \$ 222,500 |
| 2 | LIHCON | 78 | \$ 25,055 | \$ 25,055 |
| 3 | LLVG | | \$ - | \$ - |
| 4 | NHN | 70 | \$ 865 | \$ 865 |
| 5 | TANF | 49 | \$ 19,293 | \$ 19,293 |
| 6 | ESG | 17 | \$ 6,659 | \$ 6,659 |
| TOTAL VOUCHER COSTS: | | | \$ 274,372 | \$ 274,372 |

| | | | | |
|----|---------------------|--|-------------------|-------------------|
| 12 | TOTAL COSTS: | | \$ 497,744 | \$ 445,831 |
|----|---------------------|--|-------------------|-------------------|

REVENUE SOURCES:

| | | |
|-----------------------|-------------------|-------------------|
| CPIP Case Mgt. | \$ 445,981 | \$ 445,831 |
| CPIP CSV-B | \$ 150,000 | |
| CPIP CSV-C | \$ - | |
| TOTAL REVENUE: | \$ 595,981 | \$ 445,831 |

| | | |
|-----------------------|-------------------|-------------------|
| TOTAL REVENUE: | \$ 595,981 | \$ 445,831 |
|-----------------------|-------------------|-------------------|

CMT-A Case Management ISB 10-11
Submitted 04/23/2010

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment B

1 PERSONNEL

| Number of Positions | FTE Level | Position Title | Salary for Contract Period | % Allocated to Service A+ D = Total | Total Service Cost | CPIP Cost |
|------------------------------|-----------|------------------------------------|----------------------------|--|--------------------|------------------|
| 1 | 1 | Community Services Director | \$81,994 | 50%+0=50% | \$ 40,997 | \$ 4,100 |
| 1 | 1 | Community Services Deputy Director | \$67,309 | 50%+0=50% | \$ 33,654 | \$ 3,365 |
| 1 | 1 | Divisional Program Manager | \$55,245 | 50%+0=50% | \$ 27,622 | \$ 5,524 |
| 1 | 1 | Divisional Special Projects | \$27,908 | 50%+0=50% | \$ 13,954 | \$ 5,582 |
| 1 | 1 | Divisional Assistant | \$32,885 | 50%+0=50% | \$ 16,442 | \$ 6,577 |
| 1 | 1 | Program Manager | \$47,632 | 25%+25=50% | \$ 23,816 | \$ 23,816 |
| 1 | 1 | Case Manager | \$30,534 | 0%+50%=50% | \$ 15,267 | \$ 15,267 |
| 1 | 1 | Case Manager | \$32,094 | 0%+50%=50% | \$ 16,047 | \$ 16,047 |
| 1 | 1 | Clerk | \$21,091 | 0%+50%=50% | \$ 10,546 | \$ 10,546 |
| TOTAL PERSONNEL COST: | | | | | \$ 198,347 | \$ 90,825 |

2 EMPLOYEE RELATED EXPENSES

| Item | Basis | Service Cost | CPIP Cost |
|------------------------|-----------------------------|------------------|------------------|
| Health Insurance | \$595.83 per mo x 12 mo X 2 | \$ 14,300 | \$ 715 |
| | \$595.83 per mo x 12 mo X 1 | \$ 7,150 | \$ 715 |
| | \$595.83 per mo x 12 mo X 2 | \$ 14,300 | \$ 2,860 |
| | \$595.83 per mo x 12 mo X 4 | \$ 28,600 | \$ 14,300 |
| FICA | 0.0765 X \$198,347 | \$ 15,174 | \$ 7,587 |
| V. nan's Comp | 0.003 X \$198,347 | \$ 595 | \$ 298 |
| Retirement | 0.0985 X \$198,347 | \$ 19,537 | \$ 9,769 |
| TOTAL ERE COST: | | \$ 99,655 | \$ 38,243 |

3 PROFESSIONAL AND OUTSIDE SERVICES

| Item | Basis | Service Cost | CPIP Cost |
|--|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL PROF & OUTSIDE COSTS: | | \$ - | \$ - |

4 TRAVEL

| Item | Basis | Service Cost | CPIP Cost |
|----------------------------|--------------------------------------|-----------------|-----------------|
| Gas/Vehicles/Maint | \$321.17 per month x 12 months | \$ 6,000 | \$ 5,832 |
| Per Diem | \$25 per day for 20 days for 5 FTE's | \$ 2,500 | \$ 2,500 |
| TOTAL TRAVEL COSTS: | | \$ 8,500 | \$ 8,332 |

5 SPACE

| Item | Basis | Service Cost | CPIP Cost |
|---------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL SPACE COSTS: | | \$ - | \$ - |

6 EQUIPMENT

| Item | Basis | Service Cost | CPIP Cost |
|-------------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL EQUIPMENT COSTS: | | \$ - | \$ - |

7 MATERIALS & SUPPLIES

| Item | Basis | Service Cost | CPIP Cost |
|------------------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL MAT & SUPP COSTS: | | \$ - | \$ - |

8 OPERATING SERVICES

| Item | Basis | Service Cost | CPIP Cost |
|---|--|------------------|-----------------|
| Staff Training & Registration | \$500 for training sessions for 2 FTE's @ 100% | \$ 1,000 | \$ 1,000 |
| Local Fax, 800 Line, Phone Line & Service | \$1,000 x 12 months | | |
| Maintenance, Leases Agreements & Memberships/Dues | | \$ 12,000 | \$ 3,600 |
| TOTAL OPERATING SERVICE COSTS: | | \$ 13,000 | \$ 4,600 |

9 INDIRECT COSTS

| Item | Basis | Service Cost | CPIP Cost |
|------------------------------|-------|--------------|-------------|
| N/A | | \$ - | \$ - |
| TOTAL INDIRECT COSTS: | | \$ - | \$ - |

| | | | |
|-----------|---------------------------------------|-------------------|-------------------|
| 10 | SUBTOTAL ADMINISTRATIVE COSTS: | \$ 319,503 | \$ 140,000 |
|-----------|---------------------------------------|-------------------|-------------------|

11 VOUCHERS

| Item | Basis | Service Cost | CPIP Cost |
|-----------------------------------|-------------------------------|------------------|------------------|
| Vouchers - Direct Client Services | Average \$500 x 20 households | \$ 10,000 | \$ 10,000 |
| TOTAL VOUCHER COSTS: | | \$ 10,000 | \$ 10,000 |

| | | | |
|-----------|---------------------|-------------------|-------------------|
| 12 | TOTAL COSTS: | \$ 329,503 | \$ 150,000 |
|-----------|---------------------|-------------------|-------------------|

REVENUE SOURCES:

| | | |
|-----------------------|-------------------|-------------------|
| CPIP CSV | \$ 150,000 | \$ 150,000 |
| CPIP Case Mgt. | \$ 445,831 | |
| TOTAL REVENUE: | \$ 595,831 | \$ 150,000 |
| TOTAL REVENUE: | \$ 595,831 | \$ 150,000 |

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services AARA (Stimulus)
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment C

1 PERSONNEL

| Number of Positions | FTE Level | Position Title | Salary for Contract Period | % Allocated to Service A+ D = Total | Total Service Cost | CPIP Cost |
|------------------------------|-----------|----------------|----------------------------------|--|-----------------------|-----------|
| N/A | | | | | \$ - | \$ - |
| TOTAL PERSONNEL COST: | | | | | \$ - | \$ - |

2 EMPLOYEE RELATED EXPENSES

| Item | Basis | Service Cost | CPIP Cost |
|------------------------|-------|--------------|-----------|
| N/A | | \$ - | \$ - |
| TOTAL ERE COST: | | \$ - | \$ - |

3 PROFESSIONAL AND OUTSIDE SERVICES

| Item | Basis | Service Cost | CPIP Cost |
|--|-------|--------------|-----------|
| N/A | | \$ - | \$ - |
| TOTAL PROF & OUTSIDE COSTS: | | \$ - | \$ - |

4 TRAVEL

| Item | Basis | Service Cost | CPIP Cost |
|----------------------------|-------|--------------|-----------|
| N/A | | \$ - | \$ - |
| TOTAL TRAVEL COSTS: | | \$ - | \$ - |

5 SPACE

| Item | Basis | Service Cost | CPIP Cost |
|---------------------------|-------|--------------|-----------|
| N/A | | \$ - | \$ - |
| TOTAL SPACE COSTS: | | \$ - | \$ - |

6 EQUIPMENT

| Item | Basis | Service Cost | CPIP Cost |
|-------------------------------|-------|--------------|-----------|
| N/A | | \$ - | \$ - |
| TOTAL EQUIPMENT COSTS: | | \$ - | \$ - |

7 MATERIALS & SUPPLIES

| Item | Basis | Service Cost | CPIP Cost |
|--|--|--------------|-----------|
| Outreach/media materials & supplies for clients for CARE Fair and EITC activities. | \$50 x 500 individuals for both activities | \$ - | \$ - |
| TOTAL MAT & SUPP COSTS: | | \$ - | \$ - |

8 OPERATING SERVICES

| | Basis | Service Cost | CPIP Cost |
|---------------------------------------|-------|--------------|-----------|
| | | \$ - | \$ - |
| TOTAL OPERATING SERVICE COSTS: | | \$ - | \$ - |

9 INDIRECT COSTS

| Item | Basis | Service Cost | CPIP Cost |
|------------------------------|-------|--------------|-----------|
| N/A | | \$ - | \$ - |
| TOTAL INDIRECT COSTS: | | \$ - | \$ - |

| | | | |
|----|--|--|--|
| 10 | SUBTOTAL ADMINISTRATIVE COSTS: \$ - | | |
|----|--|--|--|

11 VOUCHERS

| Item | | Service Cost | CPIP Cost |
|-----------------------------------|----------------------------------|--------------|-----------|
| Vouchers - Direct Client Services | Average \$1,000 x 125 households | \$ - | \$ - |
| TOTAL VOUCHER COSTS: | | \$ - | \$ - |

| | | | |
|----|--------------------------|--|--|
| 12 | TOTAL COSTS: \$ - | | |
|----|--------------------------|--|--|

REVENUE SOURCES:

| | | |
|-----------------------|------|------|
| CPIP CSV | \$ - | \$ - |
| TOTAL REVENUE: | \$ - | \$ - |
| TOTAL REVENUE: | \$ - | \$ - |

CSV-C ISB 10-11
Submitted 04/23/10



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

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

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

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

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

Regular BOS Meeting

Meeting Date: 02/03/2015

Submitted For: Nancy Rutherford, Health Programs Manager

Submitted By: Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division

Department: Health & Emergency Services Division Division: Prevention Services

Information

Request/Subject

Memorandum of Understanding for the Tobacco Free Environments Program at the Gila County Division of Health and Emergency Services with Miami Area Unified School District #40.

Background Information

The Gila County Division of Health and Emergency Services has been working with the Miami Area Unified School District for over 17 years providing tobacco education and prevention.

Evaluation

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of the Tobacco Free Environments Program; a program operating under the Gila County Division of Health and Emergency Services and the Miami Area Unified School District # 40 for the 2014/2015 school year.

Conclusion

The Memorandum of Understanding would allow the Division of Health and Emergency Services to continue to work with the Miami Area Unified School District.

The Tobacco Free Environments Program will:

1. Serve as a resource to school administrators, teachers, support staff, and students;
2. provide diversion program for students caught using tobacco products on school property; and
3. provide instruction to students through community health educator and youth coalition members.

The Miami Area Unified School District #40 will:

1. Adopt Diversion Program prescribed by the Tobacco Free Environments Program;
2. provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2014, and end on June 30, 2015; and
3. provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer and outlets, and internet access.

Recommendation

The Director of Health and Emergency Services recommends that the Board of Supervisors approve the Memorandum of Understanding between the Gila County Division of Health and Emergency Services and the Miami Area Unified School District #40.

Suggested Motion

Approval of a Memorandum of Understanding between the Gila County Division of Health and Emergency Services and Miami Area Unified School District No. 40 to continue providing Tobacco Free Environments Program services in the schools for the period July 1, 2014, through June 30, 2015.

Attachments

Miami MOU 2014-2015

Miami MOU 2013-2014

Miami MOU 2012-2013

Miami MOU 2011-2012

Legal Explanation

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES
THE GILA COUNTY BOARD OF SUPERVISORS
AND
MIAMI AREA UNIFIED SCHOOL DISTRICT # 40

I. Purpose:

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Miami Area Unified School District # 40 for the 2014/2015 school year.

II. Responsibilities:

The Tobacco Free Environments Program

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will provide diversion program for students caught using tobacco products on school property
3. will provide instruction to students through community health educator and youth coalition members.

The Miami Area Unified School District #40

1. will adopt Diversion Program prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2014, and end on June 30, 2015 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, outlets and internet access.

III. Termination:

This agreement will be effective July 1, 2014 through June 30, 2015. Prior to the termination date the agreement will be reviewed with options for renewal. This discussion will take place prior to the date of the Gila County Division of Health and Emergency Services/Tobacco Free Environments Program Grant Application is submitted to the Arizona Department of Health Services/ Bureau of Tobacco and Chronic Disease.

IV. Cancellation:

This agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral 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 Gila County, or the Contractor, in any State or Federal Court. This Agreement is subject to the cancellation provision of ARS 38-511.

The parties to this Agreement are aware that the Gila County Attorney has represented, or pursuant to statutory duty may represent in the future more than one party to this Agreement in various matters. In the drafting of this agreement, however, the Gila County Attorney only represents the Gila County Board of Supervisors. Pursuant to A.R.S. § 15-434, the Miami Area Unified School District has employed legal counsel to represent it in the drafting of this agreement.

| | | | | | | | |
|--|--|---|--|--|--|---|--|
| Goal: Prevent Initiation of Tobacco Use among Youth | | | Strategy is integrated with (check all that apply): <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self-Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration): | | | | |
| Objective: By June 30, 2015, the percent of retail tobacco outlets selling tobacco products to minors in Gila County will have decreased from the 2013 rate, as evidence in the Attorney General Office (AGO) and Food & Drug Administration (FDA) tobacco sales compliance checks report findings. | | | | | | | |
| Agency Lead: Gila County Partners: Youth, Attorney General's Office (AG), Gila County Sheriff 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 AG's 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 AG's 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: Prevent Initiation of Tobacco Use among Youth | | | Strategy is integrated with (check all that apply): <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self -Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input type="checkbox"/> 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, Bureau of Tobacco and Chronic Disease (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 Winter Summit and Summer Conference | 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 |
| 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 |

Sherry Dorathy
Miami Unified School District #40
Superintendent, Sherry Dorathy

Michael O'Driscoll 1/13/15
Gila County Division of Health and
Emergency Services Director, Michael O'Driscoll

Signed this _____ day of _____, 20____

Gila County Board of Supervisors
Michael A. Pastor, Chairman

Attest:

Gila County Board of Supervisors
Marian Sheppard, Clerk

Gila County Attorney's Office
Bryan B. Chambers
Deputy County Attorney/Civil Bureau Chief

Signed this _____ day of _____, 20____

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES

THE GILA COUNTY BOARD OF SUPERVISORS

AND

MIAMI AREA UNIFIED SCHOOL DISTRICT # 40

I. **Purpose:**

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Miami Area Unified School District # 40 for the 2013/2014 school year.

II. **Responsibilities:**

The Tobacco Free Environments Program

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will provide diversion program for students caught using tobacco products on school property
3. will provide instruction to students through community health educator and youth coalition members and;
4. will utilize programs 2013/2014 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

The Miami Area Unified School District #40

1. will adopt Diversion Program prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2013, and end on June 30, 2014 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

III. **Termination:**

This agreement will be effective July 1, 2013 through June 30, 2014. Prior to the termination date the agreement will be reviewed with options for renewal. This discussion will take place prior to the date of the Gila County Division of Health and Emergency Services/Tobacco Free Environments Program Grant Application is submitted to the Arizona Department of Health Services/ Bureau of Tobacco and Chronic Disease.

IV. **Cancellation:**

This agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral 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 Gila County, or the Contractor, in any State or Federal Court. This Agreement is subject to the cancellation provision of ARS 38-511.

The parties to this Agreement are aware that the Gila County Attorney has represented, or pursuant to statutory duty may represent in the future more than one party to this Agreement in various matters. In the drafting of this agreement, however, the Gila County Attorney only represents the Gila County Board of Supervisors. Pursuant to A.R.S. § 15-434, the Miami Area Unified School District has employed legal counsel to represent it in the drafting of this agreement.

| | | | | | | | |
|--|--|--|--|-------------------------------------|------------------------------------|-------------------------------------|------------------------------------|
| Goal: Prevent Initiation of Tobacco Use among Youth | | | Strategy is integrated with (check all that apply): <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self-Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration): | | | | |
| Objective: By June 30, 2014, the percent of retail tobacco outlets selling tobacco products to minors in Gila County will have decreased from the 2012 rate, as evidence in the AG's tobacco sales compliance checks report findings. | | | | | | | |
| Agency Lead: Gila County Partners: Youth, Attorney General's Office, FDA, Gila County Sherriff Department | Related policy change: Enforcement of citations/ fines related to underage tobacco sales | Related environmental change: Decrease in tobacco 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. 30 th | Q2 Dec. 31 st | Q3 March 30 th | Q4 June 30 th |
| Action 1: Recruit Youth at annual Youth Summit and Coalition Meetings | Program Manager Community Health Assistants Youth AG's Office | Youth will be trained during annual Youth Summit by the AG's Office | Youth Volunteers | X | | | |
| Action 2: Gila County will complete 2 compliance checks with the Attorney General's office and FDA to reduce tobacco sales to youth | Program Manager Community Health Assistants Youth AG's Office & FDA | Vendors will be in compliance | Youth Volunteers | X | X | X | X |
| Action 3: Gila County Staff will be trained to provide Merchant Education for retailers failing compliance checks | Program Manager Community Health Assistants AG's Office | Merchant Education provided twice a year | Attorney General's Office | | X | | X |
| Action 4: Gila County Staff will provide Diversion Program in schools (prevention education & presentations) to students caught with tobacco products on campus | Program Manager Community Health Assistants Youth | Reduction in tobacco use among youth | Youth | X | X | X | X |

| | | | | | | | |
|---|--|--|--|-------------------------------------|------------------------------------|-------------------------------------|------------------------------------|
| Goal: Prevent Initiation of Tobacco Use among Youth | | | Strategy is integrated with (check all that apply): <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self-Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration): | | | | |
| Objective: By June 30, 2014, the Youth Coalition and Community members will have been engaged in youth lead activities empowering them to be the voice for change in their local communities of Globe and Miami. | | | | | | | |
| Agency Lead: Gila County Partners: Youth, Schools, Bureau of Tobacco and Chronic Disease (BTCD) | Related policy change: School & Community based policies related to tobacco and chronic disease prevention | Related environmental change: Engaging Youth in Policy Changes | | | | | |
| What do you plan to do? | Who will do the work? | What does success look like? | What non financial resources are needed? | Q1 Sept. 30 th | Q2 Dec. 31 st | Q3 March 30 th | Q4 June 30 th |
| Action 1: Recruit Youth at annual Youth Summit & Coalition Meetings to develop an annual plan of prevention activities in school and community to address tobacco health issues | Program Manager Community Health Assistants Youth | Youth are trained during annual Youth Summit by Youth Adult Leaders; a calendar of events in place for school year 2013/2014 | Youth Volunteers | X | X | X | X |
| Action 2: Youth Coalition members will participate in statewide youth coalition activities: Great American Smoke-Out, Kick Butts Day & World No Tobacco Day | Program Manager Community Health Assistants Youth | Collaboration with Gila County Youth Coalitions & State Bureau of Tobacco and Chronic Disease (BTCD) will bring change to implement policies | Youth Volunteers | X | X | X | X |
| Action 3: Youth Coalition members provide tobacco prevention education and presentations to younger students | Program Manager Community Health Assistants Youth | Reduction in tobacco initiation and use among elementary children also to increase positive attitudes toward anti-tobacco programs <i>Post-Test will capture outcomes</i> | Youth Volunteers | | X | | X |

| | | | | | | | |
|--|--|---|--|---|--|---|--|
| Goal: Reduce the incidence of the four leading causes of chronic disease death in Arizona through advancement of school health policies. | | | Strategy is integrated with (check all that apply): <input type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self – Management <input type="checkbox"/> Tobacco Cessation Policy <input checked="" type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration): | | | | |
| Objective: By June 30, 2014 cultivate schools to support and develop a network/group of individuals concerned about tobacco and 4 leading causes of chronic disease (heart, cancer, lung, stroke) prevention and health related issues in school setting and implementing a school health policy. | | | | | | | |
| Agency Lead: Gila County Partners: School/School Districts, School Boards, Teachers, PTO, Parents, Students, Business Owner | Related policy change: School based policies related to tobacco and chronic disease prevention | Related environmental change: Healthy school environments | | | | | |
| 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 30th | Q4 June 30th |
| Action 1: Provide technical assistance to local schools to develop a School Health Index (SHI) | Program Manager Community Health Assistants | Schools agree to conduct a School Health Index | School Administrators Community Partners School Personnel Training from ADHS on SHI/SHAC | X | X | | |
| Action 2: Provide technical assistance to schools to develop a School Health Advisory Council (SHAC) | Program Manager Community Health Assistants | School Health Advisory Council is developed | School Administrators Community Partners School Personnel Training from ADHS on SHI/SHAC Meeting locations | | X | X | |
| Action 3: Assist SHAC in to implement the findings of the School Health Index (SHI) | Program Manager, Community Health Assistants | Completion of the SHI in targeted schools | Compilation of data & help with data interpretation and reporting | | | X | |

Sherry Dorathy

Miami Unified School District #40
Superintendent,
Sherry Dorathy

Michael O'Driscoll

Gila County Division of Health and
Emergency Services Director, Michael O'Driscoll

Signed this 10th day of October, 2013

Gila County Board of Supervisors
Michael A. Pastor, Chairman

Attest:

Gila County Board of Supervisors
Marian Sheppard, Clerk

Gila County Attorney's Office
Bryan B. Chambers, Deputy Attorney Principal

Signed this _____ day of _____, 20____

DISCLOSURE OF DUAL REPRESENTATION

In approving the preceding Intergovernmental Agreement between Gila County Division of Health and Emergency Services and Miami School District, Gila County Attorney Brad Beauchamp has represented Gila County Division of Health and Emergency Services and Miami School District.

Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the MOU on behalf of Gila County Division of Health and Emergency Services and Miami School District, Brad Beauchamp has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by her responsibilities to the other. However, it is possible in the future that if any dispute arises from this MOU, and Gila County Division of Health and Emergency Services and Miami School District are adverse to each other, Brad Beauchamp may have to invoke the requirements of Ethical Rule 1.7. Rule 1.7 requires the attorney to reasonably believe the dual representation will not be adversely affected, and each client must consent after consultation.

Therefore, the undersigned acknowledges this dual representation and acknowledges that if the Rule's conflict of interest occurs, Brad Beauchamp may have to withdraw her representation of one or both clients.

11-19-2013
Date

Michael A. Pastor
Chairman of Gila County Board of Supervisors

10-10-13
Date

Sherry Dorathy
Sherry Dorathy
Superintendent

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES

THE GILA COUNTY BOARD OF SUPERVISORS

AND

MIAMI AREA UNIFIED SCHOOL DISTRICT # 40

I. **Purpose:**

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Miami Area Unified School District # 40 for the 2012/2013 school year.

II. **Responsibilities:**

The Tobacco Free Environments Program

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will utilize Health Smart curriculum;
3. will provide instruction to students through community health educator and youth coalition members and;
4. will utilize programs 2012/2013 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

The Miami Area Unified School District #40

1. will adopt Health Smart curriculum prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2012, and end on June 30, 2013 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

III. **Termination:**

This agreement will be effective July 1, 2012 through June 30, 2013. Prior to the termination date the agreement will be reviewed with options for renewal. This discussion will take place prior to the date of the Gila County Division of Health and Emergency Services/Tobacco Free Environments Program Grant Application is submitted to the Arizona Department of Health Services/ Bureau of Tobacco and Chronic Disease.

IV. **Cancellation:**

This agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral 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 Gila County, or the Contractor, in any State or Federal Court. This Agreement is subject to the cancellation provision of ARS 38-511.

The parties to this Agreement are aware that the Gila County Attorney has represented, or pursuant to statutory duty may represent in the future more than one party to this Agreement in various matters. In the drafting of this agreement, however, the Gila County Attorney only represents the Gila County Board of Supervisors. Pursuant to A.R.S. § 15-434, the Miami Area Unified School District has employed legal counsel to represent it in the drafting of this agreement.

| | | | | | | | |
|---|--|---|---|-------------------------------------|------------------------------------|-------------------------------------|------------------------------------|
| Goal: Reduce the incidence of the four leading causes of chronic disease death in Arizona through advancement of school health policies. | | | Strategy is integrated with (check all that apply): <input type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self -Management <input type="checkbox"/> Tobacco Cessation Policy <input checked="" type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration): | | | | |
| Objective: By June 30, 2013 cultivate two schools that will support and develop a network/group of individuals concerned about tobacco and 4 leading causes of chronic disease (heart, cancer, lung, stroke) prevention and health related issues in school setting and implementing a school health policy. | | | | | | | |
| Agency Lead: Gila County Partners: School/School Districts, School Broads, Teachers, PTO, Parents, Students, Business Owner | Related policy change: School based policies related to tobacco and chronic disease prevention | Related environmental change: Healthy school environments | | | | | |
| What do you plan to do? | Who will do the work? | What does success look like? | What non financial resources are needed? | Q1 Sept. 30 th | Q2 Dec. 31 st | Q3 March 30 th | Q4 June 30 th |
| Action 1: Recruit members for Wellness Committees | Program Manager, Community Health Assistants | Established School Health Index (SHI) Committees in two schools | Volunteers/Committee Participants | | X | | |
| Action 2: Implementation of the School Health Index | Program Manager, Community Health Assistants | Completion of the SHI in targeted schools | Compilation of data & help with data interpretation and reporting | | | | X |

Sherry Dorothy 9-10-12

Miami Unified School District #40
Transition Superintendent,
Sherry Dorothy

Michael O'Driscoll

Gila County Division of Health and
Emergency Services Director, Michael O'Driscoll

Signed this 10th day of October, 2012

Gila County Board of Supervisors
Tommie C. Martin, Chairman

Attest:

Gila County Clerk of Board of Supervisors
Marion Sheppard, Chief Deputy Clerk

Gila County Attorney's Office
Bryan B. Chambers, Chief Deputy County Attorney

Signed this _____ day of _____, 20_____

DISCLOSURE OF DUAL REPRESENTATION

In approving the preceding Intergovernmental Agreement between Gila County Division of Health and Emergency Services and Miami Area Unified School District #40, Gila County Attorney Daisy Flores has represented Gila County Division of Health and Emergency Services and Miami Area Unified School District #40.

Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the IGA on behalf of Gila County Division of Health and Emergency Services and Miami Area Unified School District #40, Daisy Flores has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by her responsibilities to the other.

However, it is possible in the future that if any dispute arises from this IGA, and Gila County Division of Health and Emergency Services and Miami Area Unified School District #40 are adverse to each other, Daisy Flores may have to invoke the requirements of Ethical Rule 1.7. Rule 1.7 requires the attorney to reasonably believe the dual representation will not be adversely affected, and each client must consent after consultation.

Disclosure of Dual Representation
Page Two

Therefore, the undersigned acknowledges this dual representation and acknowledges that if the Rule's conflict of interest occurs, Daisy Flores may have to withdraw her representation of one or both clients.

Date

Tommie C. Martin
Chairman of Gila County Board of Supervisors

Date

Bryan B. Chambers
Gila County Chief Deputy County Attorney

Date

Sherry Dorothy 9-10-12

Sherry Dorothy
Transition Superintendent of Miami School District

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES

THE GILA COUNTY BOARD OF SUPERVISORS

AND

MIAMI AREA UNIFIED SCHOOL DISTRICT # 40

I. **Purpose:**

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Miami Area Unified School District # 40 for the 2011/2012 school year.

II. **Responsibilities:**

The Tobacco Free Environments Program

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will utilize Health Smart curriculum ;
3. will provide instruction to students through community health educator and youth coalition members and;
4. will utilize programs 2011/2012 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

The Miami Area Unified School District #40

1. will adopt Health Smart curriculum prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2011, and end on June 30, 2012 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

III. **Termination:**

This agreement will be effective July 1, 2011 through June 30, 2012. Each year prior to the termination date the agreement will be reviewed with options for renewal. This discussion will take place prior to the date of the Gila County Division of Health and Emergency Services/Tobacco Free Environments Program Grant Application is submitted to the Arizona Department of Health Services/ Bureau of Tobacco and Chronic Disease.

IV. **Cancellation:**

This agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral 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 Gila County, or the Contractor, in any State or Federal Court. This Agreement is subject to the cancellation provision of ARS 38-511.

MIAMI AREA UNIFIED SCHOOL DISTRICT #40

GILA COUNTY

Mr. Don Nelson, Superintendent

Michael A. Pastor, Chairman
Board of Supervisors

Attest:

Marian Sheppard, Chief Deputy Clerk

Approved as to form:

Bryan B. Chambers
Chief Deputy County Attorney

Signed this _____ day of _____, 20_____

| | | | |
|--|--|---|---|
| Goal: 1 Prevent Initiation of Tobacco Use among Youth | | | |
| 2. Strategy: Identify health priorities for schools through the use of the school health index (SHI) | | | Strategy is integrated with (check all that apply): <input checked="" type="checkbox"/> Tobacco – reduce initiation <input checked="" type="checkbox"/> Chronic Disease Prevention <input type="checkbox"/> Tobacco cessation <input type="checkbox"/> Chronic Disease management <input type="checkbox"/> Other: |
| Agency Lead: Gila County Partners: School/School District, School Boards, Teachers, PTO, Parents, Students, Business Owner | Related policy change: School based policies related to tobacco and chronic disease prevention | Related environmental change: Healthy school environments | |
| What do you plan to do? | Who will do the work? | What does success look like? | What non financial resources are needed? |
| Action 1: Train Staff on using the School Health Index (SHI) <i>Targeted completion date: Completed</i> | Program Manager Community Health Assistants | Staff has a clear understanding on what the School Health Index (SHI) is about and how to implement it in schools | Trained in the SHI |
| Action 2: Identify schools that want to complete the School Health Index (SHI) <i>Targeted completion date: August 31, of each year</i> | Program Manager Community Health Assistants | Schools readiness to participate in the School Health Index (SHI) | Completed data from schools participating in the SHI |

| | | | |
|--|--|---|--|
| Action 3: School Board presentation to identify schools wanting to complete the School Health Index (SHI) <i>Targeted completion date: Sept. 30, of each year</i> | Program Manager Community Health Assistants | School Boards' approval to proceed/participate in the School Health Index (SHI) | Data on schools who have already completed the SHI |
| Action 4: Recruit members for Wellness Committees in schools participating in School Health Index (SHI) programs Targeted completion date: October 31, of each year | Program Manager Community Health Assistants | Established SHI Wellness Committees in at least two schools | Volunteers to carry out areas of interest set by SHI Wellness Committee participants |
| Action 5: Implementation of the School Health Index (SHI) in two schools/districts <i>Targeted completion date: May 31, of each year</i> | Program Manager Community Health Assistants | Completion of the SHI in targeted schools | Compilation of data & help with data interpretation and reporting |



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

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

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

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

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

Regular BOS Meeting

Meeting Date: 02/03/2015

Submitted For: Paula Horn, Deputy Director of Prevention Services

Submitted By: Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division

Department: Health & Emergency Services Division Division: Prevention Services

Information

Request/Subject

Memorandum of Understanding for the Tobacco Free Environments Program at the Gila County Division of Health and Emergency Services with the Globe Unified School District #1.

Background Information

The Gila County Division of Health and Emergency Services has been working with the Globe Unified School District for over 17 years providing tobacco education and prevention.

Evaluation

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of the Tobacco Free Environments Program; a program operating under the Gila County Division of Health and Emergency Services and the Globe Unified School District # 1 for the 2014/2015 school year.

Conclusion

The Memorandum of Understanding will allow the Division of Health and Emergency Services to continue to work with the Globe Unified School District.

The Tobacco Free Environments Program will:

1. serve as a resource to school administrators, teachers, support staff and students;
2. provide a diversion program for students caught using tobacco products on school property; and
3. provide instruction to students through community health educator and youth coalition members.

The Globe Unified School District #1 will:

1. adopt the Diversion Program prescribed by the Tobacco Free Environments Program;
2. provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2014, and end on June 30, 2015; and
3. provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

Recommendation

The Director of Health and Emergency Services recommends that the Board of Supervisors approve the Memorandum of Understanding between the Gila County Division of Health and Emergency Services and the Globe Unified School District #1.

Suggested Motion

Approval of a Memorandum of Understanding between the Gila County Division of Health and Emergency Services and Globe Unified School District No. 1 to continue providing Tobacco Free Environments Program services in the schools for the period July 1, 2014, through June 30, 2015.

Attachments

GUSD MOU 2014-2015

GUSD MOU 2013-2014

GUSD MOU 2012-2013

Legal Explanation

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES
THE GILA COUNTY BOARD OF SUPERVISORS
AND
GLOBE UNIFIED SCHOOL DISTRICT # 1

I. Purpose:

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Globe Unified School District # 1 for the 2014/2015 school year.

II. Responsibilities:

The Tobacco Free Environments Program

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will provide diversion program for students caught using tobacco products on school property
3. will provide instruction to students through community health educator and youth coalition members.

The Globe Unified School District #1

1. will adopt Diversion Program prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2014, and end on June 30, 2015 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, outlets and internet access.

III. Termination:

This agreement will be effective July 1, 2014 through June 30, 2015. Prior to the termination date the agreement will be reviewed with options for renewal. This discussion will take place prior to the date of the Gila County Division of Health and Emergency Services/Tobacco Free Environments Program Grant Application is submitted to the Arizona Department of Health Services/ Bureau of Tobacco and Chronic Disease.

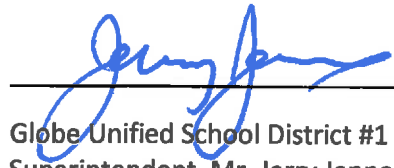
IV. Cancellation:

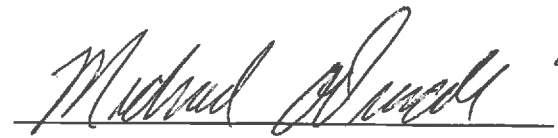
This agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against Gila County, or the Contractor, in any State or Federal Court. This Agreement is subject to the cancellation provision of ARS 38-511.

The parties to this Agreement are aware that the Gila County Attorney has represented, or pursuant to statutory duty may represent in the future more than one party to this Agreement in various matters. In the drafting of this agreement, however, the Gila County Attorney only represents the Gila County Board of Supervisors. Pursuant to A.R.S. § 15-434, the Globe Unified School District has employed legal counsel to represent it in the drafting of this agreement.

| | | | | | | | |
|--|--|---|---|--|--|---|--|
| Goal: Prevent Initiation of Tobacco Use among Youth | | | Strategy is integrated with (check all that apply): <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self -Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration): | | | | |
| Objective: By June 30, 2015, the percent of retail tobacco outlets selling tobacco products to minors in Gila County will have decreased from the 2013 rate, as evidence in the Attorney General Office (AGO) and Food & Drug Administration (FDA) tobacco sales compliance checks report findings. | | | | | | | |
| Agency Lead: Gila County Partners: Youth, Attorney General's Office (AG), 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 AG's 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 AG's 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: Prevent Initiation of Tobacco Use among Youth | | | Strategy is integrated with (check all that apply): <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self -Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input type="checkbox"/> 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, Bureau of Tobacco and Chronic Disease (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 Winter Summit and Summer Conference | 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 |
| 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 |


Globe Unified School District #1
Superintendent, Mr. Jerry Jennex

 11/3/15
Gila County Division of Health and Emergency
Services Director, Michael O'Driscoll

Signed this _____ day of _____, 20____

Gila County Board of Supervisors
Michael A Pastor, Chairman

Attest:

Gila County Clerk of Board of Supervisors
Marian Sheppard, Clerk

Gila County Attorney's Office
Bryan B. Chambers
Deputy County Attorney/Civil Bureau Chief

Signed this _____ day of _____, 20____

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES

THE GILA COUNTY BOARD OF SUPERVISORS

AND

GLOBE UNIFIED SCHOOL DISTRICT # 1

I. **Purpose:**

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Globe Unified School District # 1 for the 2013/2014 school year.

II. **Responsibilities:**

The Tobacco Free Environments Program

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will provide diversion program for students caught using tobacco products on school property
3. will provide instruction to students through community health educator and youth coalition members and;
4. will utilize programs 2013/2014 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

The Globe Unified School District #1

1. will adopt Diversion Program prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2013, and end on June 30, 2014 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

III. **Termination:**

This agreement will be effective July 1, 2013 through June 30, 2014. Prior to the termination date the agreement will be reviewed with options for renewal. This discussion will take place prior to the date of the Gila County Division of Health and Emergency Services/Tobacco Free Environments Program Grant Application is submitted to the Arizona Department of Health Services/ Bureau of Tobacco and Chronic Disease.

IV. **Cancellation:**

This agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral 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 Gila County, or the Contractor, in any State or Federal Court. This Agreement is subject to the cancelation provision of ARS 38-511.

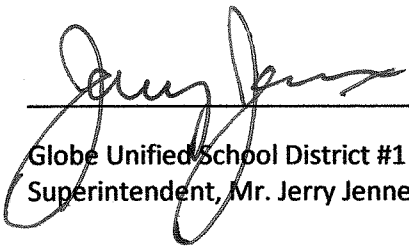
The parties to this Agreement are aware that the Gila County Attorney has represented, or pursuant to statutory duty may represent in the future more than one party to this Agreement in various matters. In the drafting of this agreement, however, the Gila County Attorney only represents the Gila County Board of Supervisors. Pursuant to A.R.S. § 15-434, the Globe Unified School District has employed legal counsel to represent it in the drafting of this agreement.


| | | | | | | | |
|--|---|--|--|-------------------------------------|------------------------------------|-------------------------------------|------------------------------------|
| Goal: Prevent Initiation of Tobacco Use among Youth | | | Strategy is integrated with (check all that apply): <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self-Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration): | | | | |
| Objective: By June 30, 2014, the percent of retail tobacco outlets selling tobacco products to minors in Gila County will have decreased from the 2012 rate, as evidence in the AG's tobacco sales compliance checks report findings. | | | | | | | |
| Agency Lead: Gila County Partners: Youth, Attorney General's Office, FDA, Gila County Sheriff's Department | Related policy change: Enforcement of citations/fines related to underage tobacco sales | Related environmental change: Decrease in tobacco 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. 30 th | Q2 Dec. 31 st | Q3 March 30 th | Q4 June 30 th |
| Action 1: Recruit Youth at annual Youth Summit and Coalition Meetings | Program Manager Community Health Assistants Youth AG's Office | Youth will be trained during annual Youth Summit by the AG's Office | Youth Volunteers | X | | | |
| Action 2: Gila County will complete 2 compliance checks with the Attorney General's office and FDA to reduce tobacco sales to youth | Program Manager Community Health Assistants Youth AG's Office & FDA | Vendors will be in compliance | Youth Volunteers | X | X | X | X |
| Action 3: Gila County Staff will be trained to provide Merchant Education for retailers failing compliance checks | Program Manager Community Health Assistants AG's Office | Merchant Education provided twice a year | Attorney General's Office | | X | | X |

| | | | | | | | |
|---|--|--|--|---|--|---|--|
| Action 4: Gila County Staff will provide Diversion Program in schools (prevention education & presentations) to students caught with tobacco products on campus | Program Manager Community Health Assistants Youth | Reduction in tobacco use among youth | Youth | X | X | X | X |
| Goal: Prevent Initiation of Tobacco Use among Youth Objective: By June 30, 2014, the Youth Coalition and Community members will have been engaged in youth lead activities empowering them to be the voice for change in their local communities of Globe and Miami. | | | Strategy is integrated with (check all that apply): <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self-Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration): | | | | |
| Agency Lead: Gila County Partners: Youth, Schools, Bureau of Tobacco and Chronic Disease (BTCD) | Related policy change: School & Community based policies related to tobacco and chronic disease prevention | Related environmental change: Engaging Youth in Policy Changes | | | | | |
| 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 30th | Q4 June 30th |
| Action 1: Recruit Youth at annual Youth Summit & Coalition Meetings to develop an annual plan of prevention activities in school and community to address tobacco health issues | Program Manager Community Health Assistants Youth | Youth are trained during annual Youth Summit by Youth Adult Leaders; a calendar of events in place for school year 2013/2014 | Youth Volunteers | X | X | X | X |
| Action 2: Youth Coalition members will participate in statewide youth coalition activities: Great American Smoke-Out, Kick Butts Day & World No Tobacco Day | Program Manager Community Health Assistants Youth | Collaboration with Gila County Youth Coalitions & State Bureau of Tobacco and Chronic Disease (BTCD) will bring change to implement policies | Youth Volunteers | X | X | X | X |

| | | | | | | | |
|--|---|--|--|-------------------------------------|------------------------------------|-------------------------------------|------------------------------------|
| Action 3: Youth Coalition members provide tobacco prevention education and presentations to younger students | Program Manager Community Health Assistants Youth | Reduction in tobacco initiation and use among elementary children also to increase positive attitudes toward anti-tobacco programs <i>Post-Test will capture outcomes</i> | Youth Volunteers | | X | | X |
| Goal: Reduce the incidence of the four leading causes of chronic disease death in Arizona through advancement of school health policies. | | | Strategy is integrated with (check all that apply): <input type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self – Management <input type="checkbox"/> Tobacco Cessation Policy <input checked="" type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration): | | | | |
| Objective: By June 30, 2014 cultivate schools to support and develop a network/group of individuals concerned about tobacco and 4 leading causes of chronic disease (heart, cancer, lung, stroke) prevention and health related issues in school setting and implementing a school health policy. | | | | | | | |
| Agency Lead: Gila County Partners: School/School Districts, School Boards, Teachers, PTO, Parents, Students, Business Owner | Related policy change: School based policies related to tobacco and chronic disease prevention | Related environmental change: Healthy school environments | | | | | |
| What do you plan to do? | Who will do the work? | What does success look like? | What non financial resources are needed? | Q1 Sept. 30 th | Q2 Dec. 31 st | Q3 March 30 th | Q4 June 30 th |
| Action 1: Provide technical assistance to local schools to develop a School Health Index (SHI) | Program Manager Community Health Assistants | Schools agree to conduct a School Health Index | School Administrators Community Partners School Personnel Training from ADHS on SHI/SHAC | X | X | | |

| | | | | | | | |
|--|---|---|--|--|---|---|--|
| Action 2: Provide technical assistance to schools to develop a School Health Advisory Council (SHAC) | Program Manager Community Health Assistants | School Health Advisory Council is developed | School Administrators Community Partners School Personnel Training from ADHS on SHI/SHAC Meeting locations | | X | X | |
| Action 3: Assist SHAC in to implement the findings of the School Health Index (SHI) | Program Manager, Community Health Assistants | Completion of the SHI in targeted schools | Compilation of data & help with data interpretation and reporting | | | X | |


Globe Unified School District #1
Superintendent, Mr. Jerry Jennex


Gila County Division of Health and Emergency
Services Director, Michael O'Driscoll

Signed this 26TH day of SEPTEMBER 20 13

Gila County Board of Supervisors
Michael A Pastor, Chairman

Attest:

Gila County Clerk of Board of Supervisors
Marian Sheppard, Clerk

Gila County Attorney's Office
Bryan B. Chambers, Deputy Attorney Principal

Signed this 19TH day of November 20 13

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES

THE GILA COUNTY BOARD OF SUPERVISORS

AND

GLOBE UNIFIED SCHOOL DISTRICT # 1

I. **Purpose:**

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Globe Unified School District # 1 for the 2012/2013 school year.

II. **Responsibilities:**

The Tobacco Free Environments Program

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will utilize Health Smart curriculum ;
3. will provide instruction to students through community health educator and youth coalition members and;
4. will utilize programs 2012/2013 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

The Globe Unified School District #1

1. will adopt Health Smart curriculum prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2012, and end on June 30, 2013 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

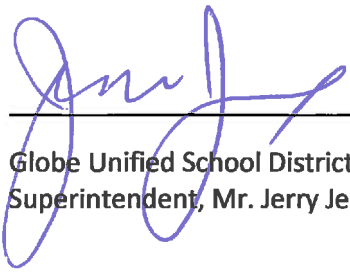
III. **Termination:**

This agreement will be effective July 1, 2012 through June 30, 2013. Prior to the termination date the agreement will be reviewed with options for renewal. This discussion will take place prior to the date of the Gila County Division of Health and Emergency Services/Tobacco Free Environments Program Grant Application is submitted to the Arizona Department of Health Services/ Bureau of Tobacco and Chronic Disease.


IV. **Cancellation:**

This agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral 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 Gila County, or the Contractor, in any State or Federal Court. This Agreement is subject to the cancellation provision of ARS 38-511.

The parties to this Agreement are aware that the Gila County Attorney has represented, or pursuant to statutory duty may represent in the future more than one party to this Agreement in various matters. In the drafting of this agreement, however, the Gila County Attorney only represents the Gila County Board of Supervisors. Pursuant to A.R.S. § 15-434, the Globe Unified School District has employed legal counsel to represent it in the drafting of this agreement.

 10/4/2012

Globe Unified School District #1
Superintendent, Mr. Jerry Jennex


Gila County Division of Health and Emergency
Services Director, Michael O'Driscoll

Signed this 10th day of October, 20 12

Gila County Board of Supervisors
Tommie C. Martin, Chairman

Attest:

Gila County Clerk of Board of Supervisors
Marion Sheppard, Chief Deputy Clerk

Gila County Attorney's Office
Bryan B. Chambers, Chief Deputy County Attorney

Signed this _____ day of _____, 20 _____

| | | | | | | | |
|---|---|--|---|-------------------------------------|------------------------------------|-------------------------------------|------------------------------------|
| Goal: Reduce the incidence of the four leading causes of chronic disease death in Arizona through advancement of school health policies. | | | Strategy is integrated with (check all that apply): <input type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self -Management <input type="checkbox"/> Tobacco Cessation Policy <input checked="" type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration): | | | | |
| Objective: By June 30, 2013 cultivate two schools that will support and develop a network/group of individuals concerned about tobacco and 4 leading causes of chronic disease (heart, cancer, lung, stroke) prevention and health related issues in school setting and implementing a school health policy. | | | | | | | |
| Agency Lead: Gila County Partners: School/School Districts, School Boards, Teachers, PTO, Parents, Students, Business Owner | Related policy change: School based policies related to tobacco and chronic disease prevention | Related environmental change: Healthy school environments | | | | | |
| What do you plan to do? | Who will do the work? | What does success look like? | What non financial resources are needed? | Q1 Sept. 30 th | Q2 Dec. 31 st | Q3 March 30 th | Q4 June 30 th |
| Action 1: Recruit members for Wellness Committees | Program Manager, Community Health Assistants | Established School Health Index (SHI) Committees in two schools | Volunteers/Committee Participants | | X | | |
| Action 2: Implementation of the School Health Index | Program Manager, Community Health Assistants | Completion of the SHI in targeted schools | Compilation of data & help with data interpretation and reporting | | | | X |



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-2997

Consent Agenda Item 5. D.

Regular BOS Meeting

Meeting Date: 02/03/2015

Submitted For: Steve Stratton, Director

Submitted By: Kelly Jones, Administrative Clerk Specialist, Public Works Division

Department: Public Works Division

Division: Fairground Facilities

Information

Request/Subject

Request Fee Waiver for all 4-H activities to be held at the Fairgrounds in 2015.

Background Information

The University of Arizona Gila County Cooperative Extension 4-H Program provides an educational experience that prepares Gila County youth to be better citizens in the future, all at no charge to the participants.

Evaluation

No fees are paid by the participants to the University of Arizona Gila County Cooperative Extension 4-H Program. There is, therefore no funding available to pay facility rental fees.

Conclusion

The 4-H Program is a non-profit organization that greatly benefits the Gila County area at no charge to the participants.

Recommendation

It would be very beneficial to the 4-H Program if the Board of Supervisors would consider waiving all fees for the use of the County Fairgrounds facilities for 4-H events to be held in 2015. A list of the requested dates that the 4-H Program is in need of the Fairgrounds facilities is attached to the application.

Suggested Motion

Approval of a request submitted by the University of Arizona Gila County Cooperative Extension 4-H Program to waive fees for the use of the Gila County Fairgrounds facilities for its 2015 activities.

Attachments

4H Application

4H Letter

APPLICATION TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

| | | | |
|---|--------------|------------------------------------|-----------|
| Name of Individual or Organization: | | Arizona Board of Regents on behalf | |
| Address of Individual or Organization: | | of The University of Arizona | |
| Function to be Held: | | 4-H Activities | |
| Contact Person for Event: | | Lisa Foster | |
| Telephone No.: | | 928-701-1955 | |
| Date(s) Requested: | | (See Attached) | thru 2015 |
| Time of Event: | | List | to |
| Estimate How Many People Will Attend Event: | | | |
| Liquor License No. and Sold by (Name): | | Served only? | |
| Will this event be public or private? | | Public | Private |
| If public, would you like this event listed on the Gila County Fairgrounds webpage? | | Yes | No |
| Information to be posted on webpage: | | Is there an entrance fee? | Yes No |
| Adults: \$ | Children: \$ | Seniors: \$ | |

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

☒ **Exhibit Hall:** The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.

Total Fee:

| | | |
|--|------|----------|
| First Day of Event - \$350.00 | | \$350.00 |
| Each Additional Day of Event - \$250.00 | Days | |
| (\$50.00 of cleaning deposit is non-refundable) Cleaning Deposit \$150.00 | | \$150.00 |
| Key Deposit - \$25.00 | | \$ 25.00 |

☒ **Commercial Building:** Capacity is 320 people.

| | | |
|--------------------------------|------|--|
| First Day of Event - \$200.00 | | |
| Each additional Day - \$100.00 | Days | |

OUTDOOR FACILITIES

E.M.T. required for Go-kart and all High Risk events. Horse Racing Events required to have ambulance and E.M.T.

☐ **ATV Grounds**

| | | |
|---|--|------|
| \$75.00 per day; \$300.00 per week (5 days) | | Days |
|---|--|------|

☒ **Rodeo Arena**

| | | |
|--|-------|--|
| First Day of Event - \$1,200.00 + set up charges | | |
| \$ 150.00 for each additional day | Days | |
| \$25.00 per hour for lights | Hours | |

☐ **Grandstand Area**

| | | |
|-------------------------------|------|--|
| First Day of Event - \$500.00 | | |
| \$150.00 each additional day | Days | |

☒ **Livestock Shed A (60 x 120)**

| | | |
|------------------|--|------|
| \$150.00 per day | | Days |
|------------------|--|------|

☒ **Livestock Shed B (80 x 120)**

| | | |
|------------------|--|------|
| \$150.00 per day | | Days |
|------------------|--|------|

☒ **Livestock Shed C (30 x 120)**

| | | |
|------------------|--|------|
| \$150.00 per day | | Days |
|------------------|--|------|

☐ **Horse Stall(s)**

| | | |
|----------------------|--|------|
| \$10.00 Each per day | | Days |
|----------------------|--|------|

☐ **Car Track/Motor Cross**

| | | |
|------------------|--|------|
| \$150.00 per day | | Days |
|------------------|--|------|

☐ **Other Areas at Fairgrounds**

| | | |
|------------------|--|------|
| \$150.00 per day | | Days |
|------------------|--|------|

TOTAL FEE(S) DUE:

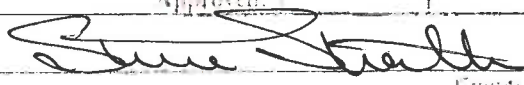
POLICIES/PROCEDURES: Please read carefully.

1. Gila County requires the event sponsor/individual to provide security/traffic control personnel for events where:
 - a. Alcohol/liquor is served or sold;
 - b. Events are offered for public attendance;
 - c. More than 480 persons are expected to attend a private event;
 - d. It is further understood that the number of security/traffic control personnel needed for the event will be determined by Detective Johnny Holmes. **At a minimum no less than two (2) law enforcement officers are required for every 480 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
 - e. The event sponsor/individual will be required to sign the Gila County Agreement for Sheriff's Office Employee Services in the event law enforcement officers are required.
2. If alcohol/liquor is sold or served, it is the Gila County Board of Supervisors' policy not to allow alcohol/liquor outside the building. Law Enforcement Officers have been instructed to enforce this policy.
3. All functions are to end by 12 midnight. This includes removing all personal property. Gila County will not be responsible or liable for any personal property left after the function ends.
4. The refundable portion of the cleaning deposit will be forfeit if the building is not cleaned or if there are any damages to the building or related equipment.
5. Prior to picking up the key from the Public Works Facilities Department, all fees must be paid, arrangements for security secured, and certificate of insurance verified. Public Works Facilities Department's hours are 7 a.m. to 4 p.m., phone number 928-402-4368.
6. **Insurance is required for all individual events.** Some County sponsored events or functions may be required to provide additional insurance. A copy of the insurance certificate is required 10 days prior to the date of the event.
7. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
8. All requests to waive rent fees for the use of the Fairgrounds' facilities must be submitted 30 days in advance in written form and approved by the Gila County Board of Supervisors. The event contact will be notified via phone, cell phone, or e-mail of waiver status.
9. **The event contact person should communicate with Kelly Jones (928) 402-4368 at least ten (10) working days before the event to review facility setup.**
10. The event application may be downloaded from the internet (www.gilacountyaz.gov) and completed on line, print, and mail original to:

**Kelly Jones, Administrative Clerk Specialist
745 North Rose Mofford Way, Globe, AZ 85501**

11. Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by Kelly Jones. Call (928) 402-4368 to request the availability of specific dates and times.
12. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Fairgrounds' facility cannot be substituted.
13. The Facilities Manager will have the right to review simultaneously scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.
14. Rental rates for Fairgrounds' facilities shall be based on the Fairgrounds' Rate Schedule in effect on the date the approval is given by the Gila County Board of Supervisors.

I have read and understand this application: Arizona Board of Regents on behalf

| | | |
|--|--|---------------------------|
| Applicant Signature: | of The University of Arizona (Do not write below this line) | Date: 1/8/15 |
| Contract Associate | | |
| County Review | | |
| Conflict with dates: | NONE | Rental Fees: WAIVER |
| Security: | N/A | Insurance: AZ STRISK mgmt |
| Approved: | | Disapproved: |
| Signature:  | | Date: 01/21/2015 |
| Signature: | | Date: |
| Chairman Gila County Board of Supervisors | | |

NA

APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

| | | |
|---|--|---|
| Name of Individual or Organization: | | |
| Address of Individual or Organization: | | |
| Function to be Held: | | |
| Contact Person for Event: | | |
| Telephone Number: | | () |
| Date(s) Requested: | | |
| Time of Event: | | Start: End: |
| Estimate How Many People Will Attend Event: | | |
| Will Liquor Be on the Premises: | | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Where Will Event Be Held: | | Exhibit Hall <input type="checkbox"/> Commercial Bldg. <input type="checkbox"/> |
| | | Rodeo Arena <input type="checkbox"/> Grandstands <input type="checkbox"/> |
| | | Other Area: _____ |
| How Many AZ Post Certified Officers Needed: | | |
| How Many Sheriff's Office Reserves Needed: | | |

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify Kelly Jones (928-402-4368) and Detective Johnny Holmes from the Sheriff's Office (928-812-0828) of any cancellations or changes in this application. I have signed the attached Gila County Agreement for Sheriff's Office Employee Services.

Applicant Signature: _____

Date: ____/____/____

(DO NOT WRITE BELOW THIS LINE)

| | | | |
|--|--|------------------------------|-----------------------------|
| Security Will Be Provide for the Above Event and Date: | | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Name of Officers Who Will Provide Security: | | | |
| | | | |
| | | | |
| | | | |
| Name of Reserves Who Will Provide Security: | | | |
| | | | |
| | | | |
| | | | |

I verify that the above Officers and Reserves have been scheduled to be present as security for the event and event date listed above.

Sheriff's Office Representative

Date

ADDENDUM

The following terms are added to and form a part of the attached Agreement:

1. CONFLICT OF INTEREST

This Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.

2. INSPECTION AND AUDIT

Gila County agrees to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of the Agreement. In addition, Gila County agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

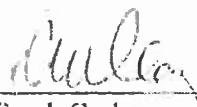
3. INSURANCE

The parties recognize that the Arizona Board of Regents is self-insured by its participation in the Arizona State Risk Management Program.

4. NON-DISCRIMINATION

The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.


ARIZONA BOARD OF REGENTS ON BEHALF
OF THE UNIVERSITY OF ARIZONA



Sarah Curley
Contracts Associate

Date 1/6/15

GILA COUNTY



Authorized Signature
Printed Name: Steve Stratton
Title: DIRECTOR, PUBLIC WORKS DIV.

Date 01/21/2015

Dates requested:

Wednesday February 11, 2015- Exhibit Hall only 5pm-9pm-Community Club meeting → Feb 24th
Wednesday March 11, 2015 Exhibit Hall only 5pm-9pm-Community Club meeting
Saturday March 14, 2015 Exhibit and Commercial Hall 6pm-7pm- Rabbit Show
Wednesday May 13, 2015 Rodeo arena area only. 5pm-9pm
Wednesday July 8, 2015 Exhibit Hall only 5pm-9pm-Community Club
Saturday August 15, 2015 livestock area and Exhibit Hall 7am-5pm- Judging/Demonstration/Public Speaking

Are any of the following Saturday's available in October 3rd, 10th, or 17th? We are thinking a possible banquet date for one of those if they are available.

Livestock area for practices:

Thursday's starting February 19, 2015 ending Thursday September 17, 2015 5pm-9pm

Friday's starting May 22, 2015 ending Friday September 18, 2015 5pm-9pm

Monday-Wednesday starting May 25, 2015 ending September 16, 2015 5pm-9pm- I know all of those nights will not be used, I just want to make sure they are listed for insurance purposes in the event a club needs to change a night.

Arena

I know the arena will not be used every Friday, but this would be for Horse club practice, starting February 20, 2015 ending Friday September 18, 2015 5pm-9pm

Have people started making RV reservations for the week of the Fair? If so can you send me the map so I can see what is available.

Please let me know if you need any additional information,

Lisa Foster



Gila County



THE UNIVERSITY OF ARIZONA • COLLEGE OF AGRICULTURE AND LIFE SCIENCES

January 27, 2015

Gila County Board of Supervisors
1400 E. Ash Street
Globe, Arizona 85501

Re: Gila County Fairgrounds Application for 2015

This is a fee waiver request for all 4-H activities to be held at the Fairgrounds in 2015. No fees are paid by the participants so funding is not available to pay facility rental fees. More importantly this is an educational experience that prepares Gila County youth to be better citizens in the future.

Arrangements for scheduled events will be coordinated through Kelly Jones. The University of Arizona Gila County Cooperative Extension 4-H Program deeply appreciates the availability of this facility and your willingness to allow Gila County youth to use it.

Thank you for your consideration of this request. If you have any questions please feel free to contact me at (928) 595-0655.

Sincerely,

Lani L. Hall, MAed.
4-H Youth Development Agent



Regular BOS Meeting

Meeting Date: 02/03/2015

Submitted For: Steve Stratton, Director

Submitted By: Kelly Jones, Administrative Clerk Specialist, Public Works Division

Department: Public Works Division Division: Fairground Facilities

Information

Request/Subject

Request for Waiver of Fees by Sheriff's Reserve Posse to Use Exhibit Hall for Sweetheart Dance/Dinner on February 14, 2015.

Background Information

The Gila County Sheriff's Posse (Globe) was formed in the 1960s to serve the Sheriff's Office and the people of Gila County in providing additional manpower in support of the Gila County Sheriff's Office. The Gila County Sheriff's Reserve Posse (SRP) is a non-profit 501(c) (3) organization and donations are tax deductible.

Currently there are 15 members of the SRP in Globe supporting and assisting the Sheriff's Office in many areas of law enforcement, including crime scene protection, help on high profile trials within the County, transporting prisoners, traffic control, and also provide assistance in road closures within the National Forest in times of wild land fires. They patrol operations to the more remote areas of the County by utilizing fully marked patrol vehicles in Cherry Creek, Hayden/Winkelman/Dripping Springs, Roosevelt and the Pinal Mountains.

Members of the SRP provide their own equipment and uniforms which are purchased with money raised through fundraisers throughout the year and the annual Gila County Sheriff's Reserve Posse "Sweetheart Dance."

Through the dedication of the Sheriff's Reserve Posse members, they have saved and continue to save the tax payers of Gila County thousands of dollars each year by volunteering their services to the Sheriff and the community.

Evaluation

The use of the Fairgrounds facility will give the Gila County Sheriff's Posse a place to hold its Sweetheart Dance in order to raise funds for SRP volunteer uniforms and provide other needed expenses.

Conclusion

This waiver of fees would greatly assist the Gila County Sheriff's Reserve Posse in raising funds.

Recommendation

The recommendation of staff is to approve the waiver of fees for the use of the Fairgrounds' Exhibit Hall for the SRP Sweetheart Dance.

Suggested Motion

Approval of a request submitted by the Sheriff's Reserve Posse to waive fees for the use of the Gila County Fairgrounds Exhibit Hall for its Sweetheart Dance to be held on February 14, 2015.

Attachments

Application

Letter

APPLICATION TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

| | | | | | | | |
|---|--|----------|-----------|-----------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Name of Individual or Organization: | | | | Gila County Sheriff's Posse | | | |
| Address of Individual or Organization: | | | | P.O. Box 206 Globe AZ 85502 | | | |
| Function to be Held: | | | | Feb 14, 2015 | | | |
| Contact Person for Event: | | | | Guy Peterson | | | |
| Telephone No.: | | | | 928-512-3742 | | | |
| Date(s) Requested: | | | | thru | Feb 15, 2015 (clean up) | | |
| Time of Event: | | | | to | 11 P.M. | | |
| Estimate How Many People Will Attend Event: | | | | 250 | | | |
| Liquor License No. and Sold by (Name): | | | | | | Gila County Rodeo Committee | |
| Will this event be public or private? | | | | Public | <input checked="" type="checkbox"/> | | |
| | | | | Private | <input type="checkbox"/> | | |
| If public, would you like this event listed on the Gila County Fairgrounds webpage? | | | | | | Yes | <input checked="" type="checkbox"/> |
| | | | | | | No | <input type="checkbox"/> |
| Information to be posted on webpage: | | | | Is there an entrance fee? | Yes | <input checked="" type="checkbox"/> | No |
| Adults: | | \$ 25.00 | Children: | \$ | Seniors: | \$ | |

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

☒ **Exhibit Hall:** The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.

Total Fee:

| | | |
|--|------|----------|
| First Day of Event - \$350.00 | | \$350.00 |
| Each Additional Day of Event - \$250.00 | Days | |
| (\$50.00 of cleaning deposit is non-refundable) Cleaning Deposit \$150.00 | | \$150.00 |
| Key Deposit - \$25.00 | | \$ 25.00 |

☐ **Commercial Building:** Capacity is 320 people.

| | | |
|--------------------------------|------|--|
| First Day of Event - \$200.00 | | |
| Each additional Day - \$100.00 | Days | |

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events required to have ambulance and E.M.T.

☐ **ATV Grounds** \$75.00 per day; \$300.00 per week (5 days)

| | | |
|--|------|--|
| | Days | |
|--|------|--|

☐ **Rodeo Arena**

| | | |
|--|-------|--|
| First Day of Event - \$1,200.00 + set up charges | | |
| \$ 150.00 for each additional day | Days | |
| \$25.00 per hour for lights | Hours | |

☐ **Grandstand Area**

| | | |
|-------------------------------|------|--|
| First Day of Event - \$500.00 | | |
| \$150.00 each additional day | Days | |

| | | | |
|--|----------------------|------|------|
| <input type="checkbox"/> Livestock Shed A (60 x 120) | \$150.00 per day | Days | |
| <input type="checkbox"/> Livestock Shed B (80 x 120) | \$150.00 per day | Days | |
| <input type="checkbox"/> Livestock Shed C (30 x 120) | \$150.00 per day | Days | |
| <input type="checkbox"/> Horse Stall(s) | \$10.00 Each per day | EA | Days |
| <input type="checkbox"/> Car Track/Motor Cross | \$150.00 per day | Days | |
| <input type="checkbox"/> Other Areas at Fairgrounds | \$150.00 per day | Days | |

TOTAL FEE(S) DUE:

0


POLICIES/PROCEDURES: Please read carefully.

1. Gila County requires the event sponsor/individual to provide security/traffic control personnel for events where:
 - a. Alcohol/liquor is served or sold;
 - b. Events are offered for public attendance;
 - c. More than 480 persons are expected to attend a private event;
 - d. It is further understood that the number of security/traffic control personnel needed for the event will be determined by Detective Johnny Holmes. **At a minimum no less than two (2) law enforcement officers are required for every 480 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
 - e. The event sponsor/individual will be required to sign the Gila County Agreement for Sheriff's Office Employee Services in the event law enforcement officers are required.
2. If alcohol/liquor is sold or served, it is the Gila County Board of Supervisors' policy **not to allow alcohol/liquor outside the building**. Law Enforcement Officers have been instructed to enforce this policy.
3. All functions are to end by 12 midnight. This includes removing all personal property. Gila County will not be responsible or liable for any personal property left after the function ends.
4. The refundable portion of the cleaning deposit will be forfeit if the building is not cleaned or if there are any damages to the building or related equipment.
5. Prior to picking up the key from the Public Works Facilities Department, all fees must be paid, arrangements for security secured, and certificate of insurance verified. Public Works Facilities Department's hours are 7 a.m. to 4 p.m., phone number 928-402-4368.
6. **Insurance is required for all individual events.** Some County sponsored events or functions may be required to provide additional insurance. A copy of the insurance certificate is required 10 days prior to the date of the event.
7. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
8. All requests to waive rent fees for the use of the Fairgrounds' facilities must be submitted 30 days in advance in written form and approved by the Gila County Board of Supervisors. The event contact will be notified via phone, cell phone, or e-mail of waiver status.
9. **The event contact person should communicate with Kelly Jones (928) 402-4368 at least ten (10) working days before the event to review facility setup.**
10. The event application may be downloaded from the internet (www.gilacountyaz.gov) and completed on line, print, and mail original to:

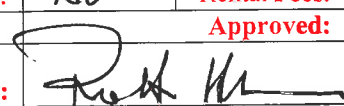
**Kelly Jones, Administrative Clerk Specialist
745 North Rose Mofford Way, Globe, AZ 85501**

11. Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by **Kelly Jones**. Call (928) 402-4368 to request the availability of specific dates and times.
12. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Fairgrounds' facility cannot be substituted.
13. The Facilities Manager will have the right to review simultaneously scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.
14. Rental rates for Fairgrounds' facilities shall be based on the Fairgrounds' Rate Schedule in effect on the date the approval is given by the Gila County Board of Supervisors.

I have read and understand this application:

| | |
|--|---------------|
| Applicant Signature:  | Date: 1-28-15 |
|--|---------------|

(Do not write below this line)

| | | | | | | | |
|--|---|--------------|--------|--------------|-----|------------|--|
| County Review: | | | | | | | |
| Conflict with dates: | NO | Rental Fees: | WAIVED | Security: | YES | Insurance: | |
| Approved: | | | | Disapproved: | | | |
| Signature: |  | | | | | 01/28/2015 | |
| County Personnel Signature | | | | | | Date | |
| Signature: | | | | | | | |
| Chairman Gila County Board of Supervisors | | | | | | Date | |

11/27/13

To whom it may concern:

My name is Bill Newman, Captain of the Sothern Gila County Reserve Posse. I would like to request on behalf of the Reserve Posse the fees to reserve the Exhibit Hall located at the Fairgrounds be waived for our Sweetheart Dance being held on February 8, 2014.

Respectfully,

A handwritten signature in dark ink, consisting of a series of loops and a long horizontal line extending to the right.

Bill Newman

Captain

ARF-2996

Consent Agenda Item 5. F.

Regular BOS Meeting

Meeting Date: 02/03/2015

Submitted For: Marian Sheppard

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

GC Rodeo Committee Special Event Liquor License Application for February 14, 2015.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This charitable organization has properly completed the application and if the Board of Supervisors approves the application, the Gila County Rodeo Committee will have used 1 day of the allowable 10 days to serve liquor at a special event in 2015.

Recommendation

The Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the DLLC for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Gila County Sheriff's Sweetheart Dance on February 14, 2015.

Attachments

Special Event LL Application 02-14-15

State of Arizona Department of Liquor Licenses and Control
800 W. Washington, 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602)542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL

****Application must be approved by local government before submission to
Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY

LICENSE #

1. Name of Organization: Gila County Rodeo Committee

2. Non-Profit/I.R.S. Tax Exempt Number: 61-1658683

3. The organization is a: (check one box only)

- ☒ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
☐ Civic ☐ Political Party, Ballot Measure, or Campaign Committee
☐ Religious

4. What is the purpose of this event? Gila County Sheriffs Sweetheart Dance

5. Location of the event: Gila County Fairgrounds Globe Gila 85502
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Brewer Charles Olen September 13, 1947
Last First Middle Date of Birth

7. Applicant's Mailing Address: P.O. Box 804 Globe Arizona 85502
Street City State Zip

8. Phone Numbers: (928) 425-5924 (928) 200-1237 (928) 200-1237
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

| | Date | Day of Week | Hours from A.M./P.M. | To A.M./P.M. |
|---------|--------------------------|-----------------|----------------------|-------------------|
| Day 1: | <u>February 14, 2015</u> | <u>Saturday</u> | <u>5:00 P.M.</u> | <u>11:00 P.M.</u> |
| Day 2: | <u></u> | <u></u> | <u></u> | <u></u> |
| Day 3: | <u></u> | <u></u> | <u></u> | <u></u> |
| Day 4: | <u></u> | <u></u> | <u></u> | <u></u> |
| Day 5: | <u></u> | <u></u> | <u></u> | <u></u> |
| Day 6: | <u></u> | <u></u> | <u></u> | <u></u> |
| Day 7: | <u></u> | <u></u> | <u></u> | <u></u> |
| Day 8: | <u></u> | <u></u> | <u></u> | <u></u> |
| Day 9: | <u></u> | <u></u> | <u></u> | <u></u> |
| Day 10: | <u></u> | <u></u> | <u></u> | <u></u> |

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?

☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.

**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name Gila County Rodeo Committee 100%
Percentage

Address P.O. Box 804 Globe Arizona 85502

Name _____ Percentage _____

Address _____

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have
any questions regarding the law or this application, please contact the Arizona State Department of Liquor
Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

2 # Police ☐ Fencing
____ # Security personnel ☒ Barriers

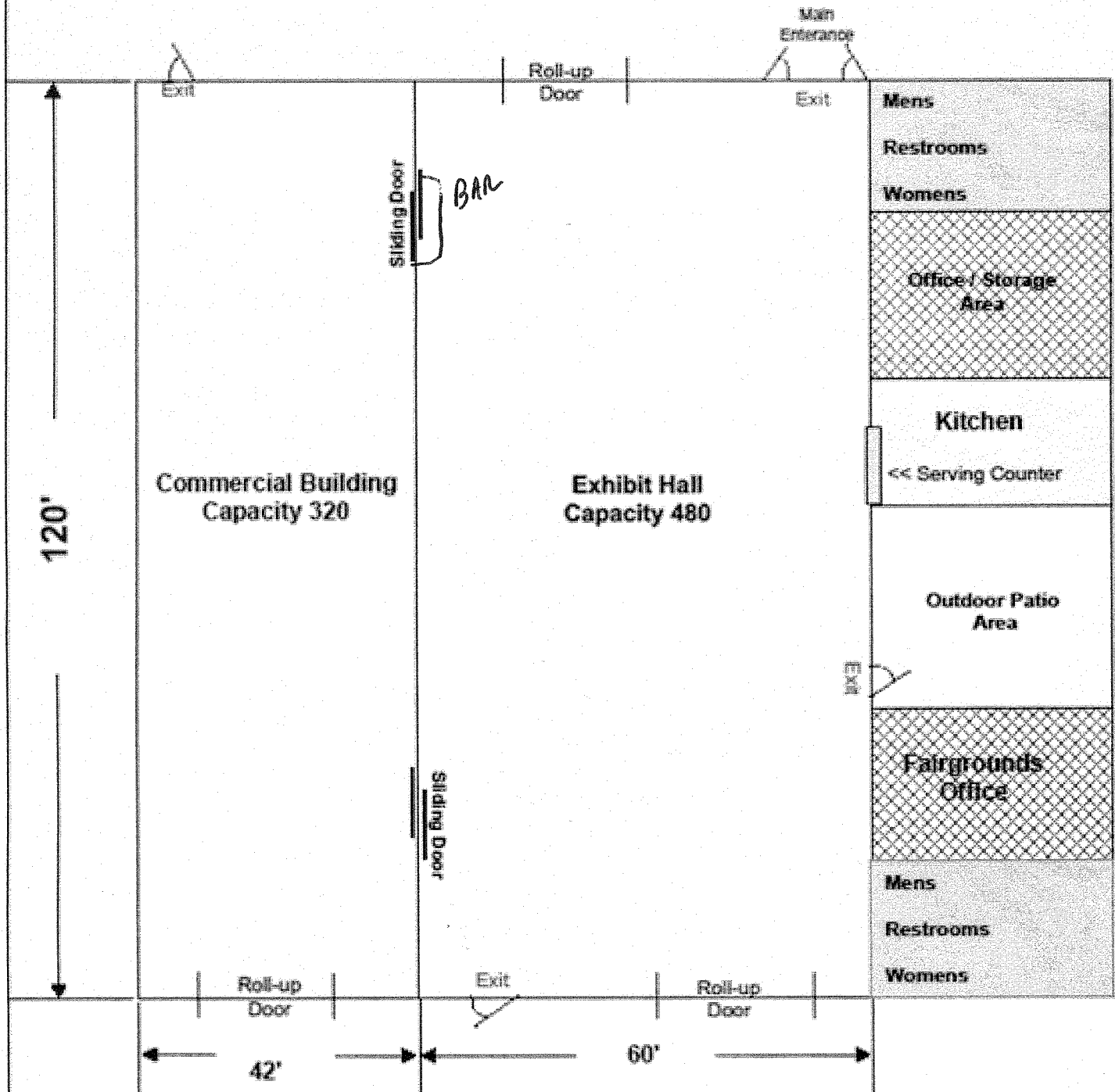
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time
period, and in the area in which the special event license will be in use? ☐ YES ☐ NO

(ATTACH COPY OF AGREEMENT)

Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors
under the provisions of your license. The following page is to be used to prepare a diagram of your special
event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control
measures and security positions.

Fairgrounds-Exhibit Hall Layout



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Charles O. Brewer declare that I am an **Officer/Director/Chairperson** appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Charles O. Brewer President Jan. 22, 2015 (928) 200-1237
(Signature) (Title/Position) (Date) (Phone #)
State of Gila County of Arizona
The foregoing instrument was acknowledged before me this
1 22 2015
Day Month Year
My Commission expires on: July 6, 2016 (Date)
(Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Charles O. Brewer declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Charles O. Brewer State of Arizona Gila County of Gila
(Signature) The foregoing instrument was acknowledged before me this
1 22 2015
Day Month Year
My commission expires on: July 6, 2016 (Date)
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20.
The local governing body may require additional applications to be completed and submitted 60 days
in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED

☐ DISAPPROVED

BY:

(Title) (Date)

SERIES:

15 SPECIAL EVENT LICENSE (Temporary)

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that*, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: One (1) to seven (7) days.

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: \$25.00 per day.

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

Disabled individuals requiring special accommodations please call (602) 542-9027

ARF-2975

Consent Agenda Item

5. G.

Regular BOS Meeting

Meeting Date: 02/03/2015

Reporting Period: December 2014

Submitted For: Colt White, Payson Regional Constable

Submitted By: Michelle Keegan, Administrative Clerk Senior, Constable
- Payson Regional

Information

Subject

Payson Regional Constable's Office Monthly Report for December 2014

Suggested Motion

Acknowledgment of the December 2014 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

Payson Regional Constable's Office Monthly Report for December 2014

Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

December 2014 MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

STATUS SUMMARY REPORT

SERVICE SUMMARY REPORT

MILEAGE CHART

TREASURER'S RECEIPT

Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

January 5, 2015

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

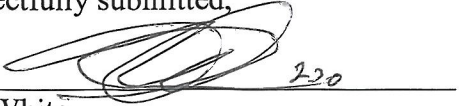
For the month of **December, 2015**, the Payson Regional Constable's Office:

- ◆ Received a total of **113** papers for service
- ◆ Drove a total of **741** miles
- ◆ Collected a total of **\$1,846.80** as follows:

| | |
|--|-------------------|
| • Check Total | \$1,329.80 |
| • Cash Total | <u>\$517.00</u> |
| • Total Deposited | \$1,846.80 |
| • JLL Process Corp, refund overpayment | (\$10.00) |
| • A Glynn Ross, writ satisfied | (\$681.00) |
| • JLL Process Corp, refund overpayment | (\$29.00) |
| • Less Writ Fee (3 @ \$5.00/each) Collected (Check #2377/Treasurer's Receipt #98405) | <u>(\$ 15.00)</u> |
| • Paid to General Fund (Check #2378/Treasurer's Receipt #98406) | \$1,111.80 |
| • Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Regional Constable | <u>\$ 875.00</u> |

Grand Total Paid to General Fund **\$1,986.80**

Respectfully submitted,


Colt White
Payson Regional Constable
Gila County, Payson, Arizona

Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS
MONTHLY TOTALS FOR FISCAL YEAR 2014-2015

| 2013-2014 MONTH | TOTAL PAPERS | MILES DRIVEN | FEES COLLECTED | CONTRACT INCOME | ADJUSTED TOTAL |
|--------------------|-----------------|-----------------|-------------------|--------------------|-------------------|
| | | | | | |
| | | | | | |
| JULY | 182 | 1,396 | \$1,417.60 | \$875.00 | \$2,287.60 |
| AUGUST | 222 | 1,397 | \$1,749.80 | \$875.00 | \$2,624.80 |
| SEPTEMBER | 109 | 1,249 | \$1,360.40 | \$875.00 | \$2,235.40 |
| OCTOBER | 160 | 1,070 | \$1,307.00 | \$875.00 | \$2,182.00 |
| NOVEMBER | 159 | 986 | \$1,505.20 | \$875.00 | \$2,380.20 |
| DECEMBER | 113 | 741 | \$1,846.80 | \$875.00 | \$2,721.80 |
| JANUARY | | | | | |
| FEBRUARY | | | | | |
| MARCH | | | | | |
| APRIL | | | | | |
| MAY | | | | | |
| JUNE | | | | | |
| YEAR TOTAL: | 945 | 6,839 | \$9,186.80 | \$5,250.00 | \$14,436.80 |

| CHECK AND CASH RECEIVED FOR MONTH | | | | December | 2014 |
|-----------------------------------|---|------------|--------------------|--|---|
| DATE | CHECK# / RECEIPT# | AMOUNT | CASE # | PLAINTIFF | DEFENDANT |
| 12/2/2014 | 558024 | \$56.00 | GC2014-00059 | Julie M Boldt | Nicholas Alan Shaldahl |
| 12/2/2014 | 558025 | \$40.00 | DO2004493 | Arthur W Smith | Christine Louise Garcia |
| 12/3/2014 | 558026 | \$48.00 | 2014CV761FD | Cedar Grove MHP LLC | David L Myers, Bridgette S Sheehan |
| 12/3/2014 | 558027 | \$77.00 | 2014CV725FD | Shelly D Barnes/Mike Miller | December L Tudor |
| 12/5/2014 | 558028 | \$40.00 | 2014CV767SC | Bernard W Claypoole | Emily R Newport |
| 12/5/2014 | 558029 | \$200.00 | 2014CV213SC | A Glynn Ross | Donald S Flowers, Robbin Flowers |
| 12/8/2014 | 558030 | \$40.00 | SV201400008 | Melissa D Devaney | Noah F Perez |
| 12/8/2014 | 558031 | \$40.00 | CV201400290 | Discover Bank (JL Process Corp) | Ralph J Aguilar Jr, Jane Doe Aguilar |
| 12/8/2014 | 558032 | \$29.00 | 2014CV473OV | Discover Bank (JL Process Corp) | Susan K Sharp, John Doe Sharp |
| 12/8/2014 | 558033 | \$40.00 | CV201400218 | Calvin L Wilkinson | Back To Basics |
| 12/9/2014 | 558034 | \$48.00 | 2014CV774FD | Oak Park Partners | Bart S Fieseler, Alana L Martinez |
| 12/10/2014 | 558035 | \$40.00 | Notice of Eviction | Canal Senior Apartments | Robert Finley |
| 12/12/2014 | 558036 | \$592.80 | 2014CV213SC | A Glynn Ross | Robbin Flowers |
| 12/12/2014 | 558037 | \$74.00 | 14DR3463 | Abbegail Lopez | Elias A Lopez |
| 12/19/2014 | 558038 | \$48.00 | 2014CV792FD | Bonnie Dorris | Traci Marie Hatch, Mark A Ginter |
| 12/19/2014 | 558039 | \$69.00 | 2014CV679UN | Portfolio Recovery Associates LLC (JL Process Corp) | Nancy Lerma |
| 12/22/2014 | 558040 | \$40.00 | 2014CV794SC | Breann Kaylee Brunson | Melissa burt DBA Sugar Britches, SP |
| 12/22/2014 | 558041 | \$40.00 | 14CV2243 | J&J Sports Productions Inc (Rezac Meyer Attorney Services) | Einar James Johnson |
| 12/22/2014 | 558041 | \$64.00 | 14CV2232 | J&J Sports Productions Inc (Rezac Meyer Attorney Services) | Erika Preciado & El Mexicano Mexican Grill |
| 12/23/2014 | 558042 | \$77.00 | 2014CV749 | Aspen Cove Apartments (Evans, Dove & Nelson PLC) | Jennifer Edwards |
| 12/23/2014 | 558043 | \$48.00 | 2014CV801FD | Green Valley Apartments | Rebecca K Burright, James Clifford Burright |
| 12/23/2014 | 558044 | \$48.00 | 2014CV802FD | Green Valley Apartments | Jonathan Frank, Kristian Leanne Cumpton |
| 12/30/2014 | 558045 | \$48.00 | 2014CV809FD | Brock Wilson (Prest Realty) | Heather L Graham, James Anthony Rizzo |
| | | | | | |
| | Total deposit for December 2014 | \$1,846.80 | | | |
| | JL Process Corp refund overpayment 12/2/14 ck#2374 | \$10.00 | | | |

| | | | | | |
|--|---|------------|--|--|--|
| | A Glynn Ross writ satisfaction 12/15/2014 ck #2375 | \$681.00 | | | |
| | JJL Process Corp refund overpayment 12/19/14 ck#2376 | \$29.00 | | | |
| | Writ Fees Collected for December 2014 1/5/2014 ck#2377 | \$15.00 | | | |
| | Adjusted Service Fees Collected for December 2014 1/5/2014 ck#2378 | \$1,111.80 | | | |



Payson Regional Constable's Office

Process Status Report, by Process Type

| <u>Process Description</u> | <u>Total</u> | <u>Active</u> | | <u>Served</u> | | <u>Retd/Unsrvd</u> | |
|-------------------------------|--------------|---------------|--------------|---------------|--------------|--------------------|-------------|
| Amended Order of Protection | 1 | 0 | 0.00 | 1 | 100.00 | 0 | 0.00 |
| Arrest Warrant | 39 | 39 | 100.00 | 0 | 0.00 | 0 | 0.00 |
| Child Custody Packet | 1 | 0 | 0.00 | 1 | 100.00 | 0 | 0.00 |
| Criminal Subpoena | 27 | 1 | 3.70 | 25 | 92.59 | 1 | 3.70 |
| Civil Summons | 1 | 0 | 0.00 | 0 | 0.00 | 1 | 100.00 |
| Civil Subpoena | 1 | 0 | 0.00 | 1 | 100.00 | 0 | 0.00 |
| Divorce Packet | 1 | 0 | 0.00 | 1 | 100.00 | 0 | 0.00 |
| Hearing Prior to Issue of IAH | 1 | 0 | 0.00 | 1 | 100.00 | 0 | 0.00 |
| Injunction Against Harassment | 2 | 0 | 0.00 | 2 | 100.00 | 0 | 0.00 |
| Notice and Summons | 1 | 0 | 0.00 | 1 | 100.00 | 0 | 0.00 |
| Notice to Appear; Petition | 8 | 0 | 0.00 | 8 | 100.00 | 0 | 0.00 |
| Notice To Vacate Premises | 1 | 0 | 0.00 | 1 | 100.00 | 0 | 0.00 |
| Order of Protection | 8 | 0 | 0.00 | 6 | 75.00 | 2 | 25.00 |
| Order to Show Cause | 1 | 0 | 0.00 | 1 | 100.00 | 0 | 0.00 |
| Order to Appear | 1 | 0 | 0.00 | 0 | 0.00 | 1 | 100.00 |
| Petition for Hearing | 1 | 0 | 0.00 | 1 | 100.00 | 0 | 0.00 |
| Summons and Complaint | 5 | 0 | 0.00 | 5 | 100.00 | 0 | 0.00 |
| Summons Forcible Detainer | 6 | 0 | 0.00 | 6 | 100.00 | 0 | 0.00 |
| Criminal Summons | 4 | 0 | 0.00 | 3 | 75.00 | 1 | 25.00 |
| Writ of Execution | 1 | 0 | 0.00 | 1 | 100.00 | 0 | 0.00 |
| Writ of Restitution | 2 | 0 | 0.00 | 2 | 100.00 | 0 | 0.00 |
| Totals | 113 | 40 | 35.40 | 67 | 59.29 | 6 | 5.31 |

Report Includes:

All receive dates between `00:00:00 12/01/14` and `23:59:59 12/31/14`, All process types, All officers, All courts, All agencies matching `PRCO`, All serve flags matching `1`



Payson Regional Constable's Office

Civil Process Service Attempts Summary

To Be Served: Aguilar, Ralph J. Jr

Service Attempt

Attempted By

Served On

Svd?

910 N Manzanita Drive, Payson

White, C

NO

Time/Date: 11:47:00 12/10/14

910 N Manzanita Drive, Payson

White, C

NO

Time/Date: 14:55:00 12/10/14

910 N Manzanita Drive, Payson

White, C

NO

Time/Date: 10:40:00 12/11/14

To Be Served: Alexander, Alex L.

Service Attempt

Attempted By

Served On

Svd?

1014 S Ash Street, Payson

White, C

Alex Leon Alexander

YES

Time/Date: 14:13:00 12/24/14

To Be Served:

Service Attempt

Attempted By

Served On

Svd?

211 W Saddle Lane, Payson

White, C

Michael Armstead

YES

Time/Date: 10:51:00 12/10/14

To Be Served: Armstead, Michael R.

Service Attempt

Attempted By

Served On

Svd?

211 W Saddle Lane, Payson

White, C

Michael Ronald Armstead

YES

Time/Date: 10:51:00 12/10/14

To Be Served: Barr, Les

Service Attempt

Attempted By

Served On

Svd?

303 N Beeline Highway, Payson

White, C

PPD Clipboard

YES

Time/Date: 10:00:00 12/10/14

303 N Beeline Highway, Payson

White, C

PPD Clipboard

YES

Time/Date: 09:10:00 12/15/14

To Be Served: Begay, Lindsey A.

| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
|--------------------------|---------------------|----------------------|-------------|
| 1205 N McLane Rd, Payson | White, C | Lindsey Athena Begay | YES |

Time/Date: 16:22:00 12/04/14

To Be Served: Burnette, Victoria T.

| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
|------------------------------|---------------------|------------------|-------------|
| 110 Airport Road #16, Payson | White, C | | NO |

Time/Date: 09:30:00 12/01/14

| | | | |
|------------------------------|----------|--|----|
| 110 Airport Road #16, Payson | White, C | | NO |
|------------------------------|----------|--|----|

Time/Date: 09:30:00 12/01/14

| | | | |
|--------------------------------|----------|------------------------|-----|
| 2000 N Beeline Highway, Payson | White, C | Victoria Tina Burnette | YES |
|--------------------------------|----------|------------------------|-----|

Time/Date: 09:39:00 12/01/14

| | | | |
|--------------------------------|----------|------------------------|-----|
| 2000 N Beeline Highway, Payson | White, C | Victoria Tina Burnette | YES |
|--------------------------------|----------|------------------------|-----|

Time/Date: 09:39:00 12/01/14

To Be Served: Burright, James C.

| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
|-------------------------------|---------------------|-------------------------|-------------|
| 905 S McLane Road #28, Payson | White, C | James Clifford Burright | YES |

Time/Date: 11:55:00 12/24/14

To Be Served: Burt, Melissa

| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
|--------------------------------|---------------------|------------------|-------------|
| 1014 N Beeline Highway, Payson | White, C | Melissa Burt | YES |

Time/Date: 16:13:00 12/22/14

To Be Served: Cadwell, Josh

| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
|-------------------------------|---------------------|------------------|-------------|
| 303 N Beeline Highway, Payson | White, C | PPD Clipboard | YES |

Time/Date: 09:10:00 12/15/14

| | | | |
|-------------------------------|----------|---------------|-----|
| 303 N Beeline Highway, Payson | White, C | PPD Clipboard | YES |
|-------------------------------|----------|---------------|-----|

Time/Date: 14:18:00 12/15/14

To Be Served: Carollo, Elizabeth A.**Service Attempt****Attempted By****Served On****Svd?**

105 E Main Street #203, Payson

Todd, Travis

Elizabeth Ann Carollo

YES

Time/Date: 12:59:00 12/09/14

To Be Served: Davies, Jesse T.**Service Attempt****Attempted By****Served On****Svd?**

303 North Beeline, Payson

White, C

PPD Clipboard

YES

Time/Date: 10:00:00 12/10/14

To Be Served: Decaire, Greg A.**Service Attempt****Attempted By****Served On****Svd?**

212 W Wade Lane, Payson

White, C

Greg Alfred DeCaire

YES

Time/Date: 10:59:00 12/29/14

To Be Served: Descheemaker, Breann**Service Attempt****Attempted By****Served On****Svd?**

1002 N Colcord Road, Payson

White, C

NO

Time/Date: 11:00:00 12/04/14

1002 N Colcord Road, Payson

White, C

NO

Time/Date: 11:07:00 12/04/14

1002 N Colcord Road, Payson

White, C

YES

Time/Date: 16:30:00 12/04/14

To Be Served: [REDACTED]**Service Attempt****Attempted By****Served On****Svd?**

1002 N Colcord RD, Payson

White, C

NO

Time/Date: 11:00:00 12/04/14

1002 N Colcord RD, Payson

White, C

NO

Time/Date: 11:07:00 12/04/14

1002 N Colcord RD, Payson

White, C

YES

Time/Date: 16:30:00 12/04/14

To Be Served: Dukuly, Ansumana

| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
|----------------------------|---------------------|------------------|-------------|
| 201 N Colcord Road, Payson | White, C | DPS Clipboard | YES |

Time/Date: 10:20:00 12/10/14

To Be Served: Edwards, Jennifer

| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
|----------------------------------|---------------------|------------------|-------------|
| 801 E Frontier Street #6, Payson | White, C | | NO |

Time/Date: 10:45:00 12/23/14

| | | | |
|----------------------------------|----------|------------------|-----|
| 801 E Frontier Street #6, Payson | White, C | Jennifer Edwards | YES |
|----------------------------------|----------|------------------|-----|

Time/Date: 10:45:00 12/23/14

To Be Served: Eggert, Gary A.

| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
|------------------------|---------------------|------------------|-------------|
| 108 W. Main St, Payson | White, C | GCSO Clipboard | YES |

Time/Date: 12:22:00 12/31/14

To Be Served: El Mexicano Mexican Grill

| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
|------------------------|---------------------|------------------|-------------|
| 608 E Cherry, Payson | White, C | Erika Preciado | YES |

Time/Date: 16:36:00 12/22/14

To Be Served: Fieseler, Bart S.

| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
|--------------------------------|---------------------|------------------|-------------|
| 1304 N Beeline Hwy #33, Payson | White, C | Posted | YES |

Time/Date: 12:13:00 12/09/14

To Be Served: Finch, Sarah D.

| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
|---------------------------|---------------------|---------------------------------|-------------|
| 1014 S Ash Street, Payson | White, C | Sarah Deanna Finch-Alexander | YES |

Time/Date: 14:13:00 12/24/14

To Be Served: Finley, Robert

Service Attempt**Attempted By****Served On****Svd?**

801 N Beeline Highway room 145, Payson

White, C

NO

Time/Date: 14:41:00 12/10/14

801 N Beeline Highway, Payson

White, C

Robert Finley

YES

Time/Date: 14:49:00 12/10/14

To Be Served: Flowers, Donald S.

Service Attempt**Attempted By****Served On****Svd?**

108 W Main Street, Payson

White, C

Donald Flowers

YES

Time/Date: 11:10:00 12/12/14

To Be Served: Foster, Austin

Service Attempt**Attempted By****Served On****Svd?**

418 W Frontier Street, Payson

Michelle Keegan

NO

Time/Date: 16:24:00 12/04/14

To Be Served: Frank, Jonathan

Service Attempt**Attempted By****Served On****Svd?**

905 S McLane Road #30, Payson

White, C

Posted & Mailed

YES

Time/Date: 11:56:00 12/24/14

To Be Served: Garcia, Christine L.

Service Attempt**Attempted By****Served On****Svd?**

806 S Pony Circle, Payson

White, C

Christine Louise Garcia

YES

Time/Date: 15:21:00 12/03/14

To Be Served: Gibbons, Christopher J.

Service Attempt**Attempted By****Served On****Svd?**

207 E Aero, Payson

White, C

NO

Time/Date: 10:13:00 12/29/14

207 E Aero, Payson

White, C

NO

Time/Date: 10:41:00 12/29/14

207 E Aero, Payson

White, C

NO

Time/Date: 08:03:00 12/31/14

To Be Served: Gibson, William K.**Service Attempt****Attempted By****Served On****Svd?**

128 Buggy Wheel Court/Box 1063-M, Payson

White, C

NO

Time/Date: 10:00:00 12/01/14

128 Buggy Wheel Court/Box 1063-M, Payson

White, C

NO

Time/Date: 08:43:00 12/02/14

128 Buggy Wheel Court/Box 1063-M, Payson

White, C

NO

Time/Date: 08:49:00 12/02/14**To Be Served:** Gordon, Ronald**Service Attempt****Attempted By****Served On****Svd?**

701 E Highway 260, Payson

White, C

Ronnie Gordon

YES

Time/Date: 15:52:00 12/22/14**To Be Served:** Graham, Heather L.**Service Attempt****Attempted By****Served On****Svd?**

314 E Acorn Cr, Star Valley

White, C

Posted & Mailed 1/2/15

YES

Time/Date: 10:55:00 12/31/14**To Be Served:** Hanse, Ronald G.**Service Attempt****Attempted By****Served On****Svd?**

108 W. Main St, Payson

White, C

GCSO Clipboard

YES

Time/Date: 08:50:00 12/05/14**To Be Served:** Hatch, Traci M.**Service Attempt****Attempted By****Served On****Svd?**

204 W Elm Street, Payson

Labonte, C

Posted on Front Glass Slider

YES

Time/Date: 10:51:00 12/19/14**To Be Served:** Havens, Vern

| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
|--------------------------------------|---------------------|------------------|-------------|
| 201 N Colcord Road, Payson | White, C | DPS Clipboard | YES |
| Time/Date: 10:20:00 12/10/14 | | | |
| To Be Served: Hazelo, Jason | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 303 N Beeline Hwy, Payson | White, C | PPD Clipboard | YES |
| Time/Date: 10:00:00 12/10/14 | | | |
| To Be Served: Hensley, Thoreina | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 108 W Main Street, Payson | White, C | GCSO Clipboard | YES |
| Time/Date: 08:50:00 12/05/14 | | | |
| To Be Served: Hornung, David B. | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 108 W Main Street, Payson | White, C | GCSO Clipboard | YES |
| Time/Date: 09:37:00 12/15/14 | | | |
| To Be Served: [REDACTED] | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 304 South Bentley Street, Payson | White, C | [REDACTED] | YES |
| Time/Date: 12:30:00 12/24/14 | | | |
| To Be Served: Johnson, Darrell H. IV | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 141 W Haight Road #6, Payson | Todd, Travis | | NO |
| Time/Date: 18:06:00 12/09/14 | | | |
| 256131 Highway 260, Star Valley | White, C | Darrell Johnson | YES |
| Time/Date: 16:34:00 12/10/14 | | | |
| To Be Served: Johnson, Einar J. | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |

| | | | |
|--|----------------------------|-------------------------|--------------------|
| 202 W Main Street, Payson | White, C | | NO |
| Time/Date: 16:52:00 12/22/14 | | | |
| 202 W Main Street, Payson | White, C | | NO |
| Time/Date: 16:54:00 12/22/14 | | | |
| 202 W Main Street, Payson | White, C | Einar James Johnson | YES |
| Time/Date: 09:50:00 12/23/14 | | | |
| <hr/> | | | |
| To Be Served: Johnson, Joey | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 303 N Beeline, Payson | White, C | PPD Clipboard | YES |
| Time/Date: 09:10:00 12/15/14 | | | |
| <hr/> | | | |
| To Be Served: Johnson, Tristan T. | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 21 B Milky Way Dr, Star Valley | White, C | | NO |
| Time/Date: 09:24:00 12/03/14 | | | |
| 21 B Milky Way Dr, Star Valley | White, C | | NO |
| Time/Date: 09:24:00 12/03/14 | | | |
| 21 B Milky Way Drive, Star Valley | White, C | | NO |
| Time/Date: 16:28:00 12/12/14 | | | |
| <hr/> | | | |
| To Be Served: Jones, Melvin | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 407 S Mudsprings, Payson | White, C | | NO |
| Time/Date: 11:50:00 12/09/14 | | | |
| 407 S Mudsprings, Payson | White, C | | NO |
| Time/Date: 11:51:00 12/09/14 | | | |
| 407 S Mudsprings, Payson | Michelle Keegan | | NO |
| Time/Date: 08:42:00 12/10/14 | | | |
| 407 S Mudsprings, Payson | Michelle Keegan | | NO |
| Time/Date: 10:41:00 12/10/14 | | | |
| 108 W Main Street, Payson | White, C | Melvin Jones | YES |
| Time/Date: 12:39:00 12/10/14 | | | |

To Be Served: Lee, Jacob**Service Attempt****Attempted By****Served On****Svd?**

303 N Beeline Highway, Payson

White, C

PPD Clipboard

YES

Time/Date: 12:23:00 12/31/14

To Be Served: Lerma, Nancy**Service Attempt****Attempted By****Served On****Svd?**

8291 W Arthurs Hollow, Payson

White, C

Posted on Front Door

YES

Time/Date: 11:07:00 12/22/14

To Be Served: Lindsey, Michael**Service Attempt****Attempted By****Served On****Svd?**

108 W Main Street, Payson

Cronk, R C

Michael Lindsey

YES

Time/Date: 13:01:00 12/19/14

To Be Served: Lopez, Elias A.**Service Attempt****Attempted By****Served On****Svd?**

93 S Flint Road, Star Valley

White, C

Elias Anthony Lopez

YES

Time/Date: 15:09:00 12/15/14

To Be Served: Lopez, Miguel A.**Service Attempt****Attempted By****Served On****Svd?**

24 Tonto Apache Reservation, Payson

Schlosser, M

Miguel Lopez

YES

Time/Date: 11:35:00 12/22/14

To Be Served: [REDACTED]**Service Attempt****Attempted By****Served On****Svd?**

707 N William Tell Circle, Payson

White, C

[REDACTED]

YES

Time/Date: 11:00:00 12/10/14

To Be Served: Lorig, Robert Jr**Service Attempt****Attempted By****Served On****Svd?**

707 N William Tell Circle, Payson

White, C

[REDACTED]

YES

Time/Date: 11:00:00 12/10/14

To Be Served: Loyd, Stephen P.
Service Attempt**Attempted By****Served On****Svd?**

108 W Main Street, Payson

Baltz, K A

Stephen Loyd

YES

Time/Date: 09:18:00 12/10/14

To Be Served: Maier, Brittany A.
Service Attempt**Attempted By****Served On****Svd?**

Time Out Shelter, Payson

White, C

Brittany Maier

YES

Time/Date: 15:24:00 12/10/14

To Be Served: Mayo, Patrick J.
Service Attempt**Attempted By****Served On****Svd?**

2808 W Micklaus Drive, Payson

White, C

Kerri Mayo

YES

Time/Date: 10:28:00 12/29/14

To Be Served: McAnerny, Michael
Service Attempt**Attempted By****Served On****Svd?**

303 N Beeline Highway, Payson

White, C

PPD Clipboard

YES

Time/Date: 10:36:00 12/10/14

To Be Served: Meredith, Jared
Service Attempt**Attempted By****Served On****Svd?**

303 N Beeline Highway, Payson

White, C

PPD Clipboard

YES

Time/Date: 09:10:00 12/15/14

To Be Served: Montgomery, Steve
Service Attempt**Attempted By****Served On****Svd?**

201 N Colcord Road, Payson

White, C

DPS Clipboard

YES

Time/Date: 15:58:00 12/04/14

To Be Served: Mullins, Nathaniel
Service Attempt**Attempted By****Served On****Svd?**

| | | | |
|--|----------------------------|-------------------------|--------------------|
| 303 N Beeline Hwy, Payson | White, C | PPD Clipboard | YES |
| Time/Date: 10:19:00 12/03/14 | | | |
| To Be Served: Mullins, William F. | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 1006 N Hillcrest Drive, Payson | White, C | Eva Breznik Mullins | YES |
| Time/Date: 11:31:00 12/01/14 | | | |
| To Be Served: Murray, Michelle L. | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 304 South Bentley, Payson | White, C | | YES |
| Time/Date: 12:30:00 12/24/14 | | | |
| To Be Served: Myers, David L. | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 703 E Frontier St Lot 39, Payson | White, C | Posted | YES |
| Time/Date: 14:36:00 12/03/14 | | | |
| To Be Served: Newport, Emily R. | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 904 N Beeline Highway, Payson | White, C | | NO |
| Time/Date: 11:39:00 12/10/14 | | | |
| 908 N Beeline Highway, Payson | White, C | | NO |
| Time/Date: 11:40:00 12/10/14 | | | |
| 904 N Beeine Highway, Payson | White, C | Emily Ruth Newport | YES |
| Time/Date: 14:35:00 12/10/14 | | | |
| To Be Served: Oestmann, Jimmy | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 201 N Colcord Road, Payson | White, C | DPS Clipboard | YES |
| Time/Date: 10:20:00 12/10/14 | | | |
| To Be Served: Olivieri, Robert | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |

| | | |
|-------------------------------------|-----------------|----|
| 400 E Highway 260, Payson | Havey, M T | NO |
| Time/Date: 16:44:00 12/05/14 | | |
| 905 N Beeline Highway #23, Payson | Engler, D B | NO |
| Time/Date: 18:15:00 12/06/14 | | |
| 905 N Beeline Highway #23, Payson | John France | NO |
| Time/Date: 09:00:00 12/08/14 | | |
| 905 N Beeline Highway #23, Payson | White, C | NO |
| Time/Date: 11:35:00 12/09/14 | | |
| 905 N Beeline Highway #23, Payson | White, C | NO |
| Time/Date: 10:00:00 12/10/14 | | |
| 400 E Highway 260, Payson | White, C | NO |
| Time/Date: 15:07:00 12/10/14 | | |
| 905 N Beeline Highway #23, Payson | White, C | NO |
| Time/Date: 15:10:00 12/10/14 | | |
| 905 N Beeline Highway #23, Payson | White, C | NO |
| Time/Date: 15:37:00 12/10/14 | | |
| 905 N Beeline Highway #23, Payson | Michelle Keegan | NO |
| Time/Date: 16:26:00 12/10/14 | | |

To Be Served: Overman, Hallie A.

| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
|-------------------------------------|---------------------|------------------|-------------|
| 703 W Main St, Payson | White, C | Hallie A Overman | YES |
| Time/Date: 09:37:00 12/02/14 | | | |

To Be Served: Patterson, Kelly M.

| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
|-------------------------------------|---------------------|------------------|-------------|
| 720 W Frontier, Payson | White, C | | NO |
| Time/Date: 11:26:00 12/31/14 | | | |
| 209 S Ponderosa Circle #24, Payson | White, C | | NO |
| Time/Date: 11:37:00 12/31/14 | | | |
| 209 S Ponderosa Circle #24, Payson | White, C | | NO |
| Time/Date: 11:38:00 12/31/14 | | | |

| | | | |
|---|----------------------------|-------------------------|--------------------|
| 1304 N Beeline Highway #12, Payson | White, C | Kelly Patterson | YES |
| Time/Date: 11:52:00 12/31/14 | | | |
| To Be Served: Perez, Noah F. | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 506 E Wade Lane, Payson | Michelle Keegan | | NO |
| Time/Date: 09:43:00 12/10/14 | | | |
| 506 E Wade Lane, Payson | White, C | | NO |
| Time/Date: 10:29:00 12/10/14 | | | |
| 604 S Ponderosa, Payson | White, C | | NO |
| Time/Date: 11:52:00 12/11/14 | | | |
| 604 S Ponderosa, Payson | White, C | | NO |
| Time/Date: 15:09:00 12/11/14 | | | |
| To Be Served: Preciado, Erika | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 608 E Cherry, Payson | White, C | Erika Preciado | YES |
| Time/Date: 16:36:00 12/22/14 | | | |
| To Be Served: Preciado, Jose H. | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 119 E Aero, Payson | White, C | Jose Humberto Preciado | YES |
| Time/Date: 09:27:00 12/15/14 | | | |
| To Be Served: Rotsteen, Derek M. | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 221 S. Rainbow Dr., Star Valley | White, C | | NO |
| Time/Date: 16:40:00 12/01/14 | | | |
| 221 S. Rainbow Dr., Star Valley | White, C | | NO |
| Time/Date: 17:02:00 12/01/14 | | | |
| 221 S. Rainbow Dr., Star Valley | White, C | | NO |
| Time/Date: 09:42:00 12/02/14 | | | |
| 221 S. Rainbow Dr., Star Valley | White, C | | NO |

Time/Date: 10:22:00 12/03/14

1106 N Beeline Highway, Payson

White, C

NO

Time/Date: 10:30:00 12/05/14

1106 N Beeline Highway, Payson

White, C

NO

Time/Date: 10:50:00 12/05/14**To Be Served:** Schamber, Eugene I.**Service Attempt****Attempted By****Served On****Svd?**

1304 W Stirrup Way, Payson

White, C

Eugene Ivan Schamber

YES

Time/Date: 16:23:00 12/01/14

1304 W Stirrup Way, Payson

White, C

NO

Time/Date: 16:28:00 12/17/14

1304 W Stirrup Way, Payson

White, C

NO

Time/Date: 10:30:00 12/18/14

1304 W Stirrup Way, Payson

White, C

NO

Time/Date: 16:18:00 12/18/14

1304 W Stirrup Way, Payson

White, C

NO

Time/Date: 09:30:00 12/19/14

1304 W Stirrup Way, Payson

White, C

Eugene Ivan Schamber

YES

Time/Date: 09:31:00 12/29/14**To Be Served:** Scott, Timothy K.**Service Attempt****Attempted By****Served On****Svd?**

108 W. Main St., Payson

White, C

GCSO Clipboard

YES

Time/Date: 08:50:00 12/05/14**To Be Served:** Sheldahl, Nicholas A.**Service Attempt****Attempted By****Served On****Svd?**

110 W Airport Road #23, Payson

White, C

Nicholas A Sheldahl

YES

Time/Date: 15:08:00 12/03/14**To Be Served:** Thomason, Henry A.**Service Attempt****Attempted By****Served On****Svd?**

| | | | |
|---|---------------------|----------------------|-------------|
| 108 W Main Street, Payson | White, C | DPS Clipboard | YES |
| Time/Date: 10:20:00 12/10/14 | | | |
| <hr/> | | | |
| To Be Served: Tiegen, Charles | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 303 N Beeline Highway, Payson | White, C | PPD Clipboard | YES |
| Time/Date: 12:23:00 12/31/14 | | | |
| <hr/> | | | |
| To Be Served: Tudor, December L. | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 1123 N Bavarian Way, Payson | White, C | December Leona Tudor | YES |
| Time/Date: 10:48:00 12/04/14 | | | |
| 1123 N Bavarian Way, Payson | White, C | | NO |
| Time/Date: 10:15:00 12/09/14 | | | |
| <hr/> | | | |
| To Be Served: Varga, Joni M. | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 303 N Beeline Highway, Payson | White, C | PPD Clipboard | YES |
| Time/Date: 09:10:00 12/15/14 | | | |
| <hr/> | | | |
| To Be Served: Varga, Mike | | | |
| <u>Service Attempt</u> | <u>Attempted By</u> | <u>Served On</u> | <u>Svd?</u> |
| 303 N Beeline Hwy, Payson | White, C | PPD Clipboard | YES |
| Time/Date: 09:10:00 12/15/14 | | | |

Report Includes:

All dates between `00:00:00 12/01/14` and `23:59:59 12/31/14`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `PRCO`, All dispositions



MILEAGE FOR THE MONTH

December 2014

| DATE | MILES DRIVEN BY B-185 | | MILES DRIVEN BY B-12 | |
|-------------|-----------------------------|--|----------------------------|--|
| 12/1 | 63 | | | |
| 12/2 | 42 | | | |
| 12/3 | 44 | | | |
| 12/4 | 41 | | | |
| 12/5 | 25 | | | |
| 12/9 | 32 | | | |
| 12/10 | 47 | | | |
| 12/11 | 33 | | | |
| 12/12 | 62 | | | |
| 12/15 | 39 | | | |
| 12/16 | 17 | | | |
| 12/17 | 34 | | | |
| 12/18 | 39 | | | |
| 12/22 | 56 | | | |
| 12/23 | 20 | | | |
| 12/24 | 24 | | | |
| 12/29 | 42 | | | |
| 12/30 | 32 | | | |
| 12/31 | 49 | | | |
| DAYS | 741 | | 0 | |

**Total Miles Driven By
The Constable's Office**

741

December 2014

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 1/5/15


GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Constables Ethics, standards & training board writ fees collected

| Account Code | Revenue Description | Amount |
|--------------|--|--------|
| T9162061 | CESTB - writ fees collected December 2014 | 15 00 |
| | 3 @ 5 ⁰⁰ | |
| | Ch # 2377 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | 15 00 |

Authorized Signature  Title PRCO #324

| SUMMARY OF DEPOSIT | |
|--------------------|--|
| Currency | |
| Coins | |
| Checks | |
| Total | |

TREASURER By _____ Date _____

TREASURER 98405

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2377
91-527/1221 6128
0703680454

PAY TO THE ORDER OF Gila County Treasurer


Fifteen & no/100's

15⁰⁰

DOLLARS

DATE 1/5/15

FOR Writ fees - December



WELLS FARGO
Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

MP

⑈0000002377⑈ ⑆122105278⑆ 0703680454⑈

DATE _____

1/5/15

GRANT #

DEPOSIT TO FUND Gila County Treasurer

FUND #

REMITTING DEPT Poulsen Regional Constable's Office

SERVICE RENDERED Service Fees- December 2014

[illegible]

Authorized Signature

SUMMARY OF DEPOSIT

| | |
|----------|--|
| Currency | |
| Coins | |
| Checks | |
| Total | |

TREASURER By

Date _____

TREASURER

98406

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2378

91-527/1221 6128
0703680454

DATE 1/5/5

PAY TO THE ORDER OF Gila County Treasurer

\$ 1.11⁸⁰

One thousand One hundred Eleven + 80,000's

DOLLARS



Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR Service Fees-December

110000000237811 121221052781 070368045411

ARF-2979

Consent Agenda Item

5. H.

Regular BOS Meeting

Meeting Date: 02/03/2015

Reporting Period: December 2014

Submitted For: Kaycee Stratton, Chief Deputy Recorder

Submitted By: Kaycee Stratton, Chief Deputy Recorder, Recorder's Office

Information

Subject

Recorder's Office Monthly Report for December 2014

Suggested Motion

Acknowledgment of the December 2014 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's Office Monthly Report for December 2014



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF DECEMBER 2014

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.



Sadie Jo Bingham, Gila County Recorder

GRANT # _____

REMITTING AGENCY Remitter 120

BILLING PERIOD Dec. 1, - 31, 2014

| Account Code | Direct Deposit / Check # | Revenue Description | Amount | |
|--------------------|--------------------------|---------------------|--------|----|
| 1005. 120. 3400.99 | | Recording Fee's | 5,976 | 69 |
| 7145. 120. 3400.99 | | Recorder Storage | 3,510 | 75 |
| 7146. 120. 3400.99 | | Mining Fee's | 5 | 00 |
| 7147. 120. 3400.99 | | Computer Storage | 40,499 | 00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | 49,991 | 44 |

Preparer Signature: Karen Smith Title Chief Deputy

Approved Signature: _____ Title _____

SUMMARY OF DEPOSIT

| | |
|----------|-------|
| Currency | |
| Coins | |
| Checks | 49991 |
| Total | 49991 |

TREASURER By Paul Date 1-16-75

127429



ARIZONA STATE TREASURER'S OFFICE
 1700 West Washington, Phoenix, Arizona 85007-2812
 (602) 604-7800 FAX: (602) 542-7176

STATE REMITTANCE REPORT

Report Period: December 2014
 Date: 1 / 13 / 15
 Depositor Code #: 5393

Prepared By: K Stratton
 Title: Chief Deputy Recorder
 Phone #: 928-402-8734

Depositor Name: Gila County Recorder
 Address: 1400 E. Ash St.
Globe, AZ 85501

negative amounts are not to be used on this form
 (contact this Office for guidance regarding negative entries)

| <u>DESCRIPTION</u> | <u>STATUTE (ARS #)</u> | <u>AMOUNT</u> |
|------------------------------|-------------------------------------|---------------|
| FINES & FEES | | |
| Confidential Inter Fund | 08-135; 12-284.03A8 | |
| Juvenile Family Counseling | 08-263C | |
| Victim's Rights - Juvenile | 08-418; 41-191.08 | |
| AHCCCS | 11-292 | |
| JCEF-Filing Fees | 12-284.03A7; 22-281C1; 22-404C1 | |
| JCEF - Time Payment | 12-116B | |
| JCEF - Diversion Fee | 12-114 | |
| JCEF- Probation Assessment | 12-114.01 | |
| DNA Penalty Assessment | 12-116.01C, J | |
| Domestic Violence | 12-284.03A2 | |
| Drug Prevention Res Center | 12-284.03; 41-2402H | |
| Child Abuse | 12-284.03A3 | |
| Sex Offender Assessment | 13-3824 | |
| Anti-Racketeering Fund | 13-811B; 13-2314.01 | |
| Drug & Gang Enforce Acct | 13-811C; 41-2402 | |
| Community Punishment | | |
| Program Drug Fines | 13-821; 12-299 | |
| Citizens Clean Election Fund | 16-949D; 16-954C | |
| Game & Fish - Wildlife | 17-313A | |
| AZ Lengthy Trial Fund | 21-222 | |
| Alternative Dispute | 22-281C2; 12-135; | |
| Resolution Fund | 12-284.03A5 | |
| Mining Fees | 27-208D | 20.00 |
| Child Passenger Restraint | 28-907C | |
| DPS - Civil Penalty | 28-2533C; 28-4139 | |
| DUI Abatement Fund | 28-1304; 28-1382, 3 | |
| Civil Penalties (Gen. Fund) | 28-737; 28-876; 28-2416; 32-1166 | |
| AZ Highway Fines (HURF) | 28-5438F; 28-2533C | |
| Victim Comp/Assistance | 31-411F; 31-466B | |
| Registrar of Contractors | 32-1107; 32-1124 | |
| MSEF Penalty Assessment | 36-2219.01; 12-116.02F | |
| CJEF Penalty Assessment | 41-2401; 12-116.01 | |
| Arson Detection Reward Fund | 41-2167 | |
| FTG Penalty Assessment 7% | 41-2421J; 12-116.01B | |
| Prison Const & Ops Fund | 41-1651; 5-395.01A4 | |
| Dept of Law - Crim. Cases | 41-2421E4 | |
| GIITEM | 41-1724; 11-1051 | |

| <u>DESCRIPTION</u> | <u>STATUTE (ARS #)</u> | <u>AMOUNT</u> |
|---|--|-----------------------|
| FINES & FEES (continued) | | |
| DUI, OUI Assessment | 5-395.01; 5-396, 7; 28-1381-3; (public safety equip fund) | 28-8284, 6-8; 14-1723 |
| FARE General Services Fee | | |
| FARE Delinquent Fee | | |
| FARE Special Collections Fee | | |
| FARE Installment Fee | | |
| Constable Ethics Fund | 11-445 (80%) | |
| Constable Ethics Fund | 11-445 (20%) | |
| Photo Enforcement Fee | 41-1722 | |
| Photo Enforcement Process Serving Fee | | |
| OTHER FINES & FEES (describe and indicate ARS #) | | |
| | | |
| TAXES | | |
| Prior Year Real Property | 42-208 | |
| Personal Property | 42-208 | |
| County Education District | 15-991.01A | |
| Property-Min School Tax | 15-992B, C | |
| State Water Banking | 48-3715.03; 45-2425 | |
| C.A.W.C.D. | 48-3715 | |
| Groundwater Replenishment | 48-3773.A3; 48-3772 | |
| OTHER TAXES (describe and indicate ARS #) | | |
| | | |
| 90/10 REVENUE | | |
| Mobile Home Relocation | 33-1476.03 (90%) | |
| Mobile Home/Ins. & Cost | 33-1476.03 (10%) | |
| TOTAL AMOUNT REMITTED: | | |
| By Check | | |
| By Cr Advice (Wire) | | |
| TOTAL | | 20.00 |

NOTES:

Certain funds are required to be remitted to the State Treasurer directly, while others are to be remitted to other entities; i.e., county treasurer, city treasurer, etc. Only use this form to remit funds to the Arizona State Treasurer as required by Arizona Revised Statutes (A.R.S.). For all other remittances, please check with your city or county. Form TRE 102A is to be used by counties for required detailed information. Please keep a copy of this report for your records.

FOR STATE TREASURER USE ONLY

GILA COUNTY RECORDER

Report for December 2014

| SECTION I | | CREDIT | DEBIT | TOTAL | EXPLANATION |
|---|--|-------------|------------|-------------|-------------|
| 1005 (GENERAL FUND) | PAID INTO SUSPENSE ACCT | \$3,590.50 | \$0.00 | \$3,590.50 | |
| | PAID OUT OF SUSPENSE ACCT | \$0.00 | \$7,374.70 | \$7,374.70 | |
| | RECORDING FEES | \$9,769.95 | \$0.00 | \$9,769.95 | |
| | REFUNDS- EXCESS FEES | \$0.00 | \$10.00 | \$10.00 | |
| | INTEREST PD TO ACCT | \$0.94 | \$0.00 | \$0.94 | |
| Staled Checks | | \$0.00 | \$0.00 | \$0.00 | |
| TOTAL 1005 FUNDS | | \$13,361.39 | \$7,384.70 | \$5,976.69 | |
| SECTION II | | | | | |
| | 7145 FUND (RECORDER) | \$3,510.75 | \$0.00 | \$3,510.75 | |
| | 7146 FUND (MINING - 80% STATE TREAS) | \$20.00 | \$20.00 | \$0.00 | |
| | 7146 FUND (MINING - 20% RECORDER) | \$5.00 | \$0.00 | \$5.00 | |
| | 7147 FUND (COMPUTER SVCS) | \$40,499.00 | \$0.00 | \$40,499.00 | |
| TOTAL SEC II FUNDS | | \$44,034.75 | \$20.00 | \$44,014.75 | |
| COMBINED TOTALS - TOTAL FEES | | \$57,396.14 | \$7,404.70 | \$49,991.44 | |

Sadie Bingham
Gila County Recorder

New Fiscal Year Form

| FY | | 2014-2015 | | | | |
|-----------------------------------|---------------|---|------------------------|-----------------------|---------------------|--------------------------------|
| Month | No of Doc. | Recorder Storage & Retrieval 7145 | Recording Fees 1005 | Computer Svcs 7147 | Mining fees 7146 | Recorder Check to Treasurer |
| July | 988 | 3,620.50 | 12,426.93 | 770.00 | 6.00 | 16,823.43 |
| Aug | 1,079 | 4,011.50 | 10,867.54 | 920.00 | 12.00 | 15,811.04 |
| Sept | 1,117 | 4,155.00 | 13,076.35 | 11,327.37 | 7.00 | 28,565.72 |
| Oct | 1,096 | 4,099.50 | 4,605.76 | 2,714.50 | 2.00 | 11,421.76 |
| Nov | 855 | 3,050.00 | 13,119.80 | 4,622.25 | 2.00 | 20,794.05 |
| Dec | 973 | 3,510.75 | 5,976.69 | 40,499.00 | 5.00 | 49,991.44 |
| Jan | | | | | | 0.00 |
| Feb | | | | | | 0.00 |
| Mar | | | | | | 0.00 |
| Apr | | | | | | 0.00 |
| May | | | | | | 0.00 |
| June | | | | | | 0.00 |
| Total | 6,108 | 22,447 | 60,073.07 | 60,853.12 | 34.00 | 143,407.44 |
| Fiscal Year All Monies | | 143,407.44 | | | | |

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EP
 N,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-
 ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-
 TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1
 copy,tyler,VOTER

| House Account ID | House Account Name | Starting Balance | Charges | Payments | Ending Balance |
|-------------------------|--|------------------|------------|------------|----------------|
| ACCU | ACCUSEARCH | (\$48.00) | \$0.00 | \$0.00 | (\$48.00) |
| ADOR-M | STATE OF ARIZONA - DEPT OF REVENUE | (\$27.57) | \$46.80 | (\$50.00) | (\$30.77) |
| ADOT | AZ DEPT OF TRANS | (\$273.00) | \$13.00 | \$0.00 | (\$260.00) |
| APS | APS/COPIES | (\$185.00) | \$0.00 | \$0.00 | (\$185.00) |
| APSR | APS/RECORDINGS | (\$306.00) | \$0.00 | \$0.00 | (\$306.00) |
| ARARS | AZ RESEARCH & RETRIEVAL SVCS | (\$127.00) | \$1.00 | \$0.00 | (\$126.00) |
| AWC | ARIZONA WATER COMPANY | (\$189.00) | \$0.00 | \$0.00 | (\$189.00) |
| AZDORI | ADOR ACCOUNTS PAYABLE | (\$1,545.60) | \$8.00 | \$0.00 | (\$1,537.60) |
| AZRE/RECORDING | ARIZONA DEPT OF REALESTATE | (\$2,042.00) | \$0.00 | \$0.00 | (\$2,042.00) |
| CARD | Cardon Hiatt / The Vineyrd Group | (\$105.00) | \$0.00 | \$0.00 | (\$105.00) |
| CRSI | Colorado Records Sooner Inc | (\$80.00) | \$0.00 | \$0.00 | (\$80.00) |
| CTS | COMPLETE TITLE SOLUTIONS | (\$3.00) | \$2.00 | \$0.00 | (\$1.00) |
| DS | DATA SERVICES | (\$1,000.00) | \$0.00 | \$0.00 | (\$1,000.00) |
| EPN | eRecording Partners Network | (\$1,000.00) | \$11.00 | (\$11.00) | (\$1,000.00) |
| EQUIT | EQUITY SERVICES | (\$122.00) | \$0.00 | \$0.00 | (\$122.00) |
| EXCEL | EXCEL DOCUMENT SERVICES | (\$25.00) | \$0.00 | \$0.00 | (\$25.00) |
| FARES | CORELOGIC | (\$771.40) | \$285.00 | \$0.00 | (\$486.40) |
| FATM | FIRST AMERICAN MICROFICHE | (\$1,993.20) | \$335.40 | \$0.00 | (\$1,657.80) |
| FB | FLOYD BLEAK / NANCY SHEPPARD | (\$549.00) | \$0.00 | \$0.00 | (\$549.00) |
| FNDS | BLACK KNIGHT FINANCIAL SERVICES | (\$1,408.20) | \$285.00 | \$0.00 | (\$1,123.20) |
| GCCD | GILA COUNTY COMMUNITY DEVELOPMENT | \$164.50 | \$0.00 | \$0.00 | \$164.50 |
| HANSEN-ENGINEERING | HANSEN ENGINEERING & SURVEYING | (\$80.00) | \$24.00 | \$0.00 | (\$56.00) |
| IMAPP | IMAPP , INC | (\$53.40) | \$0.00 | \$0.00 | (\$53.40) |
| INDECOMM | INDECOMM | (\$1,000.00) | \$139.00 | (\$139.00) | (\$1,000.00) |
| INDEPTH | INDEPTH SOLUTIONS INC | (\$20.00) | \$0.00 | \$0.00 | (\$20.00) |
| Ingeo | Ingeo - eRecording | (\$1,055.00) | \$632.00 | (\$632.00) | (\$1,055.00) |
| IRS | INTERNAL REVENUE SERVICE | (\$82.00) | \$72.00 | (\$72.00) | (\$82.00) |
| LA001 | First American Title Lenders Advantage | (\$428.50) | \$0.00 | \$0.00 | (\$428.50) |
| MHK | MORRIS HALL KINGHORN | (\$266.00) | \$0.00 | \$0.00 | (\$266.00) |
| NDTS-TSG | FIRST AMERICAN TITLE INSURANCE COMPANY | (\$877.00) | \$0.00 | \$0.00 | (\$877.00) |
| NewAcct1 | Applied Technology Resources Inc | (\$200.00) | \$0.00 | \$0.00 | (\$200.00) |
| NTC | NATIONWIDE TITLE CLEARING | (\$991.00) | \$99.00 | (\$99.00) | (\$991.00) |
| PIONE | PIONEER TITLE AGENCY FICHE | (\$6,121.00) | \$175.00 | \$0.00 | (\$5,946.00) |
| PTP2 | PIONEER TITLE AGENCY RECORDINGS 2 | (\$7,528.00) | \$2,663.00 | \$0.00 | (\$4,865.00) |
| Public Works Floodplain | Gila County | (\$100.00) | \$0.00 | \$0.00 | (\$100.00) |

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EP
N,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-
ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-
TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1
copy,tyler,VOTER

| House Account ID | House Account Name | Starting Balance | Charges | Payments | Ending Balance |
|------------------|-------------------------------|----------------------|-------------------|---------------------|----------------------|
| RSSI | RECORD SEARCHING SERVICES INC | (\$197.00) | \$0.00 | \$0.00 | (\$197.00) |
| RUI | RESEARCH UNLIMITED INC | (\$88.00) | \$0.00 | \$0.00 | (\$88.00) |
| simplifile | Simplifile - eRecording | (\$1,085.00) | \$2,583.50 | (\$2,587.50) | (\$1,089.00) |
| SOUTHWES DIV | FIRST AMERICAN TITLE | (\$1,100.20) | \$0.00 | \$0.00 | (\$1,100.20) |
| TD | Timely Documents | (\$100.00) | \$0.00 | \$0.00 | (\$100.00) |
| Totals | | (\$33,007.57) | \$7,374.70 | (\$3,590.50) | (\$29,223.37) |

Bank Deposit

From 12/01/2014 To 12/31/2014

| | | |
|---------------------------------|---------------|-------------|
| Total | \$57,395.20 | \$57,395.20 |
| Non-Deposit Total (\$10,915.20) | (\$10,915.20) | |
| Deposit Total | \$46,480.00 | \$46,480.00 |
| Total Till Over/Short | | \$0.00 |

Journal Activity

| Account | | Debits | Credits | Net |
|----------------------------|--|-------------|---------------|---------------|
| Asset | | | | |
| 1005SuspensePrePayAccounts | 1005 Suspense - Prepay | \$3,838.20 | (\$50.00) | \$3,788.20 |
| Cash | Cash/Check | \$46,480.00 | \$0.00 | \$46,480.00 |
| D-1005-120-01-4612-003 | Postage(deferred) | \$9.00 | (\$9.00) | \$0.00 |
| D-1005-120-01-4612-023 | Recording Fee(deferred) | \$27.00 | (\$27.00) | \$0.00 |
| D-7145-120-01-4775-004 | Recorder Storage and Retrieval(deferred) | \$36.00 | (\$36.00) | \$0.00 |
| ETransfer | Electronic Transfers | \$3,540.50 | \$0.00 | \$3,540.50 |
| | Total | \$53,930.70 | (\$122.00) | \$53,808.70 |
| Liability | | | | |
| 1005SuspenseChargeAccounts | 1005 Suspense - Charge | \$72.00 | (\$72.00) | \$0.00 |
| | Total | \$72.00 | (\$72.00) | \$0.00 |
| Expense | | | | |
| | Total | \$0.00 | \$0.00 | \$0.00 |
| Revenue | | | | |
| 1005-120-01-4612-001 | Copies | \$0.00 | (\$358.00) | (\$358.00) |
| 1005-120-01-4612-002 | Certified Seal | \$0.00 | (\$87.00) | (\$87.00) |
| 1005-120-01-4612-003 | Postage | \$0.00 | (\$587.20) | (\$587.20) |
| 1005-120-01-4612-005 | Affidavit of Property Value | \$0.00 | (\$296.00) | (\$296.00) |
| 1005-120-01-4612-008 | Additional Transaction Fee | \$0.00 | (\$69.00) | (\$69.00) |
| 1005-120-01-4612-012 | Overpayment | \$0.00 | (\$38.00) | (\$38.00) |
| 1005-120-01-4612-018 | Misc Fees (Notification) | \$0.00 | (\$70.00) | (\$70.00) |
| 1005-120-01-4612-023 | Recording Fee | \$0.00 | (\$8,254.75) | (\$8,254.75) |
| 1005-120-01-4612-026 | Refunds | \$0.00 | (\$10.00) | (\$10.00) |
| 7145-120-01-4775-004 | Recorder Storage and Retrieval | \$0.00 | (\$3,510.75) | (\$3,510.75) |
| 7146-120-01-4612 | Mining Fees | \$0.00 | (\$5.00) | (\$5.00) |
| 7146-120-01-4776-009 | State Mining Fees | \$0.00 | (\$20.00) | (\$20.00) |
| 7147-120-01-4612-018 | Voter | \$0.00 | (\$39,399.00) | (\$39,399.00) |
| 7147-120-01-4774-031 | Miscellaneous | \$0.00 | (\$1,100.00) | (\$1,100.00) |
| eRecording | eRecording | \$3,464.50 | (\$3,468.50) | (\$4.00) |
| | Total | \$3,464.50 | (\$57,273.20) | (\$53,808.70) |
| | Total | \$57,467.20 | (\$57,467.20) | \$0.00 |

Range Summary

| Range | Account | Debits | Credits | Net |
|------------|--------------------|-------------|---------|-------------|
| Cash/Check | | | | |
| | Cash Cash/Check | \$46,480.00 | \$0.00 | \$46,480.00 |
| | Range Total | \$46,480.00 | \$0.00 | \$46,480.00 |

Bank Deposit

From 12/01/2014 To 12/31/2014

Deposit Totals

| Payment Type | Actual Total | Adjusted Total |
|---------------|--------------|----------------|
| Cash | \$1,587.00 | |
| Check | \$44,893.00 | |
| Total Deposit | \$46,480.00 | |

Included Tills

| Bank Deposit | Deposited | Till | Expected | Actual | Adjusted | Bank Account |
|--------------|--------------|------------------------------|-------------|-------------|----------|--------------|
| 3815 | Dec 1, 2014 | 1_ReceiptStation1_Mon / 3845 | \$2,466.00 | \$2,466.00 | | Bank Account |
| 3816 | Dec 2, 2014 | 11_Payson_Mon / 3844 | \$45.00 | \$45.00 | | Bank Account |
| 3819 | Dec 2, 2014 | 2_ReceiptStation1_Tue / 3846 | \$452.00 | \$452.00 | | Bank Account |
| 3820 | Dec 2, 2014 | 12_Payson_Tue / 3847 | \$165.00 | \$165.00 | | Bank Account |
| 3821 | Dec 3, 2014 | 3_ReceiptStation1_Wed / 3849 | \$690.80 | \$690.80 | | Bank Account |
| 3822 | Dec 4, 2014 | 14_Payson_Thu / 3850 | \$85.00 | \$85.00 | | Bank Account |
| 3823 | Dec 4, 2014 | 4_ReceiptStation1_Thu / 3851 | \$644.00 | \$644.00 | | Bank Account |
| 3824 | Dec 5, 2014 | 5_ReceiptStation1_Fri / 3853 | \$20,517.95 | \$20,517.95 | | Bank Account |
| 3825 | Dec 5, 2014 | 15_Payson_Fri / 3852 | \$357.00 | \$357.00 | | Bank Account |
| 3826 | Dec 8, 2014 | 11_Payson_Mon / 3854 | \$107.00 | \$107.00 | | Bank Account |
| 3827 | Dec 8, 2014 | 1_ReceiptStation1_Mon / 3855 | \$17,727.45 | \$17,727.45 | | Bank Account |
| 3828 | Dec 9, 2014 | 12_Payson_Tue / 3857 | \$134.00 | \$134.00 | | Bank Account |
| 3829 | Dec 9, 2014 | 2_ReceiptStation1_Tue / 3856 | \$214.00 | \$214.00 | | Bank Account |
| 3831 | Dec 11, 2014 | 13_Payson_Wed / 3858 | \$208.00 | \$208.00 | | Bank Account |
| 3832 | Dec 11, 2014 | 14_Payson_Thu / 3860 | \$47.00 | \$47.00 | | Bank Account |
| 3833 | Dec 11, 2014 | 4_ReceiptStation1_Thu / 3861 | \$2,598.60 | \$2,598.60 | | Bank Account |
| 3834 | Dec 12, 2014 | 15_Payson_Fri / 3863 | \$163.00 | \$163.00 | | Bank Account |
| 3835 | Dec 12, 2014 | 5_ReceiptStation1_Fri / 3862 | \$492.00 | \$492.00 | | Bank Account |
| 3836 | Dec 15, 2014 | 11_Payson_Mon / 3864 | \$143.00 | \$143.00 | | Bank Account |
| 3837 | Dec 15, 2014 | 1_ReceiptStation1_Mon / 3865 | \$1,389.80 | \$1,389.80 | | Bank Account |
| 3838 | Dec 16, 2014 | 12_Payson_Tue / 3866 | \$134.00 | \$134.00 | | Bank Account |
| 3839 | Dec 16, 2014 | 2_ReceiptStation1_Tue / 3867 | \$568.00 | \$568.00 | | Bank Account |
| 3840 | Dec 17, 2014 | 13_Payson_Wed / 3869 | \$276.00 | \$276.00 | | Bank Account |
| 3841 | Dec 17, 2014 | 3_ReceiptStation1_Wed / 3868 | \$572.00 | \$572.00 | | Bank Account |
| 3842 | Dec 18, 2014 | 14_Payson_Thu / 3870 | \$145.00 | \$145.00 | | Bank Account |
| 3843 | Dec 18, 2014 | 4_ReceiptStation1_Thu / 3871 | \$546.50 | \$546.50 | | Bank Account |
| 3844 | Dec 19, 2014 | 15_Payson_Fri / 3873 | \$216.00 | \$216.00 | | Bank Account |
| 3845 | Dec 19, 2014 | 5_ReceiptStation1_Fri / 3872 | \$485.00 | \$485.00 | | Bank Account |
| 3846 | Dec 22, 2014 | 11_Payson_Mon / 3874 | \$10.00 | \$10.00 | | Bank Account |
| 3850 | Dec 22, 2014 | 1_ReceiptStation1_Mon / 3875 | \$661.50 | \$661.50 | | Bank Account |
| 3851 | Dec 10, 2014 | 3_ReceiptStation1_Wed / 3859 | \$405.00 | \$405.00 | | Bank Account |
| 3852 | Dec 23, 2014 | 2_ReceiptStation1_Tue / 3877 | \$461.00 | \$461.00 | | Bank Account |
| 3853 | Dec 23, 2014 | 12_Payson_Tue / 3878 | \$184.00 | \$184.00 | | Bank Account |
| 3854 | Dec 24, 2014 | 13_Payson_Wed / 3879 | \$109.00 | \$109.00 | | Bank Account |
| 3855 | Dec 24, 2014 | 3_ReceiptStation1_Wed / 3880 | \$201.00 | \$201.00 | | Bank Account |
| 3856 | Dec 26, 2014 | 15_Payson_Fri / 3882 | \$127.00 | \$127.00 | | Bank Account |
| 3857 | Dec 26, 2014 | 5_ReceiptStation1_Fri / 3881 | \$502.80 | \$502.80 | | Bank Account |
| 3858 | Dec 29, 2014 | 11_Payson_Mon / 3883 | \$152.00 | \$152.00 | | Bank Account |
| 3859 | Dec 29, 2014 | 1_ReceiptStation1_Mon / 3884 | \$1,088.80 | \$1,088.80 | | Bank Account |
| 3860 | Dec 30, 2014 | 2_ReceiptStation1_Tue / 3885 | \$673.00 | \$673.00 | | Bank Account |
| 3861 | Dec 30, 2014 | 12_Payson_Tue / 3886 | \$293.00 | \$293.00 | | Bank Account |
| 3862 | Dec 31, 2014 | 13_Payson_Wed / 3887 | \$0.00 | \$0.00 | | Bank Account |
| 3863 | Dec 31, 2014 | 3_ReceiptStation1_Wed / 3888 | \$615.00 | \$615.00 | | Bank Account |
| 3864 | Dec 31, 2014 | previousday / 3891 | \$323.00 | \$323.00 | | Bank Account |

ARF-2977

Consent Agenda Item 5. I.

Regular BOS Meeting

Meeting Date: 02/03/2015

Reporting Period: December 2014

Submitted For: Dorothy Little, Justice of the Peace-Payson Region

Submitted By: Dorothy Little, Justice of the Peace-Payson Region,
Justice Court-Payson Regional

Information

Subject

Payson Regional Justice of the Peace's Office Monthly Report for
December 2014.

Suggested Motion

Acknowledgment of the December 2014 monthly activity report submitted
by the Payson Regional Justice of the Peace's Office.

Attachments

December 2014

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: December 2014

| CRIMINAL TRAFFIC | | | | |
|---------------------------|---------------|-------------------------------|--------------------------------|--------------|
| | D.U.I. (a) | Serious* Violations (b) | All Other Violations (c) | TOTAL (d) |
| Pending 1st of Month | 74 | 3 | 136 | 213 |
| Filed | 8 | 2 | 11 | 21 |
| Transferred In | 0 | 0 | 0 | 0 |
| SUBTOTAL | 82 | 5 | 147 | 234 |
| Transferred Out | 0 | 0 | 0 | 0 |
| Other Terminations | 9 | 1 | 16 | 26 |
| TOTAL TERMINATIONS | 9 | 1 | 16 | 26 |
| Statistical Correction | 0 | 0 | 0 | 0 |
| Pending End of Month | 73 | 4 | 131 | 208 |

*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

| TRAFFIC FAILURE TO APPEAR** | | | | | | | | |
|-----------------------------|-------|-------------|---------------|--------------|----------------|----------------|----------------|----------------------------|
| Pending 1st of Month | Filed | Trans In | SUB- TOTAL | Trans Out | Other Term. | TOTAL TERM. | Stat. Corr. | Pending End of Month |
| 191 | 9 | 0 | 200 | 0 | 5 | 5 | 0 | 195 |

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: 0 Criminal Traffic/FTA Jury Trials Held: 0

| CIVIL TRAFFIC | | | | | | | | | |
|----------------------------|-------|-------------|---------------|--------------|--------------------------|----------------|----------------|----------------|----------------------------|
| Pending 1st of Month | Filed | Trans In | SUB- TOTAL | Trans Out | Default Judg- ment | Other Term. | TOTAL TERM. | Stat. Corr. | Pending End of Month |
| 303 | 126 | 0 | 429 | 0 | 14 | 130 | 144 | 0 | 285 |

Civil Traffic Hearings Held: 0

| VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above) | | | | | | | | | |
|---|----|----------|---|-------|----|--|--|--|--|
| Filed | 12 | Trans In | 0 | TOTAL | 12 | | | | |

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year:

December 2014

| | MISDEMEANOR | | | | | | | | |
|------------------------------------|-----------------------------------|--------------|--------------------|---------------------|--------------------|----------------------|----------------------|-----------------------|--------------------------------|
| | Pending 1st of Month (a) | Filed (b) | Trans In (c) | SUB TOTAL (d) | Tran Out (e) | Other Term (f) | TOTAL TERM (g) | Stat. Corr. (h) | Pending End of Month (j) |
| Misdemeanor (Non-Traffic) | 456 | 29 | 0 | 485 | 0 | 33 | 33 | 0 | 452 |
| Failure to Appear (Non-Traffic) | 46 | 0 | 0 | 46 | 0 | 0 | 0 | 0 | 46 |
| TOTAL | 502 | 29 | 0 | 531 | 0 | 33 | 33 | 0 | 498 |

TRIALS HELD

Misdemeanor Court/FTA Trials Held:

1

Misdemeanor/FTA Jury Trials Held:

0

FELONY

| Pending 1st of Month (a) | Filed (b) | Trans In (c) | SUB TOTAL (d) | Trans Out (e) | Other Term (f) | TOTAL TERM (g) | Stat. Corr. (h) | Pending End of Month (j) |
|--------------------------------|--------------|--------------------|---------------------|---------------------|----------------------|----------------------|-----------------------|--------------------------------|
| 18 | 4 | 0 | 22 | 0 | 5 | 5 | 0 | 17 |

Felony Preliminary Hearings Held:

1

Felony, Misdemeanor, Criminal Traffic Initial: Appearances:

76

LOCAL NON-CRIMINAL ORDINANCES

| | Pending 1st of Month | Filed | SUB- TOTAL | Terminated | Stat. Corr. | Pending End of Month |
|--------------|----------------------------|----------|---------------|------------|----------------|----------------------------|
| Parking | 0 | 0 | 0 | 0 | 0 | 0 |
| Non-Parking | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 0 | 0 | 0 | 0 | 0 | 0 |

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: December 2014

CIVIL COMPLAINTS

| | Small Claims (a) | Forcible Detainer/ Eviction Action (b) | Other Civil (c) | TOTAL (d) |
|---------------------------|---------------------|--|--------------------|--------------|
| Pending 1st of Month | 64 | 20 | 265 | 349 |
| Filed | 3 | 9 | 34 | 46 |
| Transferred In | 0 | 0 | 0 | 0 |
| SUBTOTAL | 67 | 29 | 299 | 395 |
| Transferred Out | 0 | 0 | 0 | 0 |
| Other Terminations | 9 | 6 | 55 | 70 |
| TOTAL TERMINATIONS | 9 | 6 | 55 | 70 |
| Statistical Correction | 0 | 0 | 0 | 0 |
| Pending End of Month | 58 | 23 | 244 | 325 |

Small Claims Hearings Held/Defaults: **1** Civil Court Trials Held: **5**

Small Claims Hearings Held/Defaults
Before Volunteer Hearing Officer: **0** Civil Jury Trials Held: **0**

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

| | Filed | Order Issued | Petition Denied | TOTAL TERM. |
|-------------------|-------|--------------|-----------------|----------------|
| Domestic Violence | 9 | 9 | 0 | 9 |
| Harassment | 4 | 3 | 0 | 3 |

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: **0** Injunction Against: **2**

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: **0** Fugitive Complaints Filed: **0**

Juvenile Hearings Held: **0** Search Warrants Issued: **8**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

Report Month/Year:

County: PAYSON REGIONAL JUSTICE COURT

December 2014

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I. 143

Serious Violations 7

All Other Violations 469

TRAFFIC TOTAL 619

CRIMINAL WARRANTS OUTSTANDING

Felony 122

Misdemeanor 671

CRIMINAL TOTAL 793

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376


Signature of the Judge/Magistrate (or designee)


Name of Preparer

1-15-15
Date of Preparation

PAYSON JUSTICE COURT TREASURER'S RECAP FY2013

| DECEMBER, 2014 | AZTEC | ACCOUNT | ACCOUNT | TOTAL AMOUNT | 5% FILL THE GAP | ADJUSTED |
|---|-------|-------------------------|-----------------|--|--------------------|---------------------|
| FUND NAME | CODE | CODE | CODE | ALLOCATED | SET ASIDE | BALANCE |
| Alternative Dispute Resolution | ZADR | 0848000-000-000-2061-00 | T848-2061 | \$ 77.69 | \$ 3.88 | \$ 73.81 |
| Arson Detection Reward Fund 41-2167D | ZADRF | 0901000-000-000-2061-00 | T901-2061 | \$ - | \$ - | \$ - |
| Attorney Fee Reimbursement | ZATT | 1005000-314-000-3400-00 | X10501314004383 | \$ 53.89 | \$ - | \$ 53.89 |
| Confidential Address Assessment - State Treasurer | ZCAA1 | 0884000-000-000-2061-00 | | \$ 59.37 | \$ 2.97 | \$ 56.40 |
| Confidential Address Assessment - Local | ZCAA2 | 1005000-302-000-3800-30 | | \$ 3.13 | \$ 0.16 | \$ 2.97 |
| Citizens Clean Elections | ZCEF | 0888000-000-000-2061-00 | T888-2061 | \$ 830.38 | \$ - | \$ 830.38 |
| Criminal Justice Enhancement 67% | ZCJEF | 0812000-000-000-2061-00 | T812-2061 | \$ 3,902.54 | \$ 195.13 | \$ 3,707.41 |
| Defensive Driving Diversion Fee | ZDDS | 1005000-314-000-3400-90 | X105-4609 | \$ 1,680.00 | \$ 84.00 | \$ 1,596.00 |
| DNA State Surcharge 3% 12-116.01C | ZDNAS | 0872000-000-000-2061-00 | T872-2061 | \$ 500.47 | \$ 25.02 | \$ 475.45 |
| Elected Officials Retirement Fund 15.30% | ZEORF | 0801000-000-000-2061-00 | T801-2061 | \$ 581.38 | \$ 29.07 | \$ 552.31 |
| Base Fees (General Fund) | ZFEE | 1005000-314-000-3400-15 | X105-4615 | \$ 1,671.70 | \$ 83.59 | \$ 1,588.11 |
| Base Fines (General Fund) | ZFINE | 1005000-314-000-3510-10 | X105-4831 | \$ 7,032.42 | \$ 351.62 | \$ 6,680.80 |
| Fill the Gap Surcharge 7% | ZFTGS | 0870000-000-000-2061-00 | T870-2061 | \$ 581.13 | \$ 29.06 | \$ 552.07 |
| Failure To Pay Warrant Surcharge 10% | ZFTPS | 1005000-314-000-3400-17 | X10501314004861 | \$ 16.65 | \$ 0.83 | \$ 15.82 |
| Extra DUI Assessment \$500 | ZGFDU | 0912000-000-000-2061-00 | T912-2061 | \$ 301.04 | \$ 15.05 | \$ 285.99 |
| Judicial Collection Enhancement \$7 | ZJCL | 4741000-314-000-3400-15 | X36001314004615 | \$ 259.00 | \$ - | \$ 259.00 |
| Judicial Collection Enhancement Local % | ZJCLF | 4741000-314-000-3400-15 | X36001314004615 | \$ 258.51 | \$ 12.93 | \$ 245.58 |
| Judicial Collection Enhancement \$13 | ZJCS | 0818000-000-000-2061-00 | T818-2061 | \$ 481.00 | \$ - | \$ 481.00 |
| Judicial Collection Enhancement %PC | ZJCSF | 0840000-000-000-2061-00 | T840-2061 | \$ 592.05 | \$ 29.60 | \$ 562.45 |
| Jail (Incarceration) Fees | ZJF | 1005000-300-340-3405-40 | X10502340004651 | \$ 662.00 | \$ - | \$ 662.00 |
| Local Costs | ZLCL | 1005000-314-000-3510-10 | X105-4831 | \$ - | \$ - | \$ - |
| Administrative Costs | ZMISC | 1005000-314-000-3400-99 | X105-4886 | \$ 668.17 | \$ 33.41 | \$ 634.76 |
| Medical Services Enhancement 13% | ZMSEF | 0813000-000-000-2061-00 | T813-2061 | \$ 1,079.43 | \$ 53.97 | \$ 1,025.46 |
| 2011 Additional Assessment - State Treasurer | ZOS1 | 0930000-000-000-2061-00 | | \$ 733.64 | \$ 36.68 | \$ 696.96 |
| 2011 Additional Assessment - County Treasurer | ZOS2 | 0931000-000-000-2061-00 | | \$ 91.68 | \$ 4.58 | \$ 87.10 |
| Officer Safety Equipment - City Police (CP) | ZOS3 | 0932000-000-000-2061-00 | | \$ 6.36 | \$ 0.32 | \$ 6.04 |
| Officer Safety Equipment - Sheriff (SHF) | ZOS4 | 0933000-000-000-2061-00 | | \$ 59.07 | \$ 2.95 | \$ 56.12 |
| Officer Safety Equipment - DPS (DPS) | ZOS5 | 0934000-000-000-2061-00 | | \$ 300.99 | \$ 15.05 | \$ 285.94 |
| Officer Safety Equipment - MVD/ADOT (MVD) | ZOS6 | 0935000-000-000-2061-00 | | \$ - | \$ - | \$ - |
| Officer Safety Equipment - Game and Fish (GF) | ZOS7 | 0936000-000-000-2061-00 | | \$ - | \$ - | \$ - |
| Officer Safety - Registrar of Contractors (ROC) | ZOS8 | | | \$ 0.43 | \$ 0.02 | \$ 0.41 |
| Officer Safety Equipment - Animal Control (AC) | ZOS10 | 0942000-000-000-2061-00 | | \$ - | \$ - | \$ - |
| Officer Safety - Tonto Apache Police (TAR) | ZOS15 | 0950000-000-000-2061-00 | | \$ - | \$ - | \$ - |
| Officer Safety - Department of Agriculture | ZOS17 | 0951000-000-000-2061-00 | | \$ - | \$ - | \$ - |
| Overpayment Forfeited | ZOVF | 1005000-314-000-3510-10 | X105-4831 | \$ 10.00 | \$ 0.50 | \$ 9.50 |
| Adult Probation Fee | ZPBA | 4042000-335-000-3405-30 | X25001335-4835 | \$ - | \$ - | \$ - |
| Probation Surcharge 2006 (\$10.00) | ZPRS6 | 0871000-000-000-2061-00 | T871-2061 | \$ 32.08 | \$ 1.60 | \$ 30.48 |
| Probation Surcharge 2009 (\$20.00) | ZPRS9 | 0871000-000-000-2061-00 | T871-2061 | \$ 1,787.22 | \$ 89.36 | \$ 1,697.86 |
| Probation Surcharge \$5.00 | ZPRSU | 0871000-000-000-2061-00 | T871-2061 | \$ 0.10 | \$ 0.01 | \$ 0.09 |
| Public Safety Equipment | ZPSEF | 0912000-000-000-2061-00 | T912-2061 | \$ 2,217.42 | \$ 110.87 | \$ 2,106.55 |
| Reimbursement to County Attorney 60% | ZREIM | 3544000-301-000-3400-11 | X18201401004777 | \$ 585.69 | \$ - | \$ 585.69 |
| Reimbursement to Superior Court 40% | ZREIM | 4574000-333-000-3400-16 | X226333004864 | \$ 390.45 | \$ - | \$ 390.45 |
| Security Enhancement Fee (Local) | ZSECE | | | \$ - | \$ - | \$ - |
| Technical Registration Fund (\$15 Drug Offenses) | ZTECH | 0833000-000-000-2061-00 | | \$ - | \$ - | \$ - |
| Warrant Fee (Local) | ZWAR | 1005000-314-000-3510-10 | X105-4831 | \$ 548.00 | \$ 27.40 | \$ 520.60 |
| AZ Native Plant Fund | ZANP | | STATE | \$ - | \$ - | \$ - |
| Child Passenger Restraint | ZCPRF | | STATE | \$ 201.53 | \$ 10.08 | \$ 191.45 |
| Drug and Gang Enforcement Fines | ZDECJ | | STATE | \$ 479.37 | \$ 23.97 | \$ 455.40 |
| DUI Abatement | ZDUIA | | STATE | \$ - | \$ - | \$ - |
| Domestic Violence Shelter Fund | ZDVSF | | STATE | \$ 62.50 | \$ 3.13 | \$ 59.37 |
| FARE Special Collection Fee 19% | ZFAR1 | | STATE | \$ 890.62 | \$ - | \$ 890.62 |
| FARE Delinquency Fee \$35.00 | ZFAR2 | | STATE | \$ 449.21 | \$ - | \$ 449.21 |
| Game and Fish - Wildlife | ZGF | | STATE | \$ 207.64 | \$ 10.38 | \$ 197.26 |
| HURF 1 28-5438, 2533C | ZHRF1 | | STATE | \$ - | \$ - | \$ - |
| HURF 3 28-5433C, 4139 | ZHRF3 | | STATE | \$ - | \$ - | \$ - |
| HURF - to DPS | ZHRFD | | STATE | \$ - | \$ - | \$ - |
| Prison Construction Fund | ZPCOF | | STATE | \$ 1,054.14 | \$ 52.71 | \$ 1,001.43 |
| Registrar of Contractors | ZRCA | | STATE | \$ 107.35 | \$ 5.37 | \$ 101.98 |
| State Highway Fund | ZSHWY | | STATE | \$ - | \$ - | \$ - |
| State Highway Work Zone Fund | ZSHWZ | | STATE | \$ - | \$ - | \$ - |
| Display Suspended Plates (DPS) | ZSLPD | | STATE | \$ 261.90 | \$ 13.10 | \$ 248.80 |
| State Photo Enforcement Base Fine | ZSPBF | | STATE | \$ - | \$ - | \$ - |
| State Photo Enforcement Clean Election Surcharge | ZSPCE | | STATE | \$ - | \$ - | \$ - |
| Bad Check Program - County Attorney | ZBAD | | COUNTY ATTY | \$ 25.00 | \$ - | \$ 25.00 |
| HURF - to Sheriff's Office 28-5533G | ZHRFS | | SHERIFF | \$ - | \$ - | \$ - |
| Display Suspended Plates (Sheriff's Office) | ZSLPS | | SHERIFF | \$ 17.75 | \$ 0.89 | \$ 16.86 |
| HURF - to City Police | ZHRFC | | CITY POLICE | \$ - | \$ - | \$ - |
| Display Suspended Plates | ZSLPC | | CITY POLICE | \$ - | \$ - | \$ - |
| TOTALS | | | | \$ 31,812.09 | \$ 1,359.26 | \$ 30,452.83 |
| | | | | TOTAL ADJUSTED BALANCE VERIFICATION | | |
| | | | | \$ 30,452.83 | | |

| DATE | CHECK NO. | AMOUNT | MONTHLY REMITTANCE TO: |
|--------|-----------|---------------------|---------------------------------------|
| 1/6/15 | 5288 | \$ 28,174.71 | GILA COUNTY TREASURER |
| | 5289 | \$ 3,595.52 | ARIZONA STATE TREASURER |
| | 5290 | \$ 25.00 | GILA COUNTY BAD CHECK PROGRAM |
| | 5291 | \$ 16.86 | SHERIFF SUSPENDED PLATES AND HURF |
| | | \$ - | CITY POLICE SUSPENDED PLATES AND HURF |
| | | \$ 31,812.09 | TOTAL DISTRIBUTIONS THIS MONTH |

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for DECEMBER, 2014.

DOROTHY A. LITTLE
Gila County Justice of the Peace

ARF-2925

Consent Agenda Item

5. J.

Regular BOS Meeting

Meeting Date: 02/03/2015

Reporting Period: 01/06/15, 01/13/15, 01/20/15, and 01/27/15

Submitted For: Shelley McPherson, HR and Risk Management Director

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

Information

Subject

Human Resources reports for the weeks of January 6, 2015, January 13, 2015, January 20, 2015, and January 27, 2015.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of January 6, 2015, January 13, 2015, January 20, 2015, and January 27, 2015.

Attachments

HR Summary Report

01/06/15 Human Resources Report

01/13/15 Human Resources Report

01/20/15 Human Resources Report

01/27/15 Human Resources Report

Human Resources Action Items

Date

Feb-15

Apr-15

5 Jun-15

Aug-15

Oct-15

Dec-15

[illegible]

HUMAN RESOURCES ACTION ITEMS
JANUARY 6, 2015

NEW HIRES:

1. Jared Fergason – Assessor's Office – CAMA Program Administrator – 01/05/15 – General Fund –
Replacing C. Lynn Mata

TEMPORARY HIRES TO COUNTY SERVICES:

2. David Slaughter – Public Works – Temporary Road Maintenance and Equipment Operator – 11/07/14 –
Public Works Fund

HUMAN RESOURCES ACTION ITEMS
JANUARY 13, 2015

DEPARTURES:

1. Wendy Irish – Assessor's Office – Property Appraiser 1 – 01/08/15 – General Fund – DOH 08/11/14
2. Steven Burk – Globe Regional Justice Court – Judge Pro Tempore – 12/31/14 – General Fund – DOH 11/12/14
3. April Fogle – Probation – Administrative Clerk Senior – 01/09/15 – General Fund – DOH 05/05/14
4. Theresa Schauer – Recorder's Office – Recorder's Clerk – 01/16/15 – General Fund – DOH 11/10/14

NEW HIRES:

5. Wayne Morgan – Assessor's Office – Property Appraiser 1 – 01/20/15 – General Fund – Replacing Kirby King
6. Rhonda Rolf – Recorder's Office – Recorder's Clerk – 01/20/15 – General Fund – Replacing Theresa Schauer
7. Lacey Mata – Probation – Juvenile Detention Officer – 01/19/15 – General Fund – Replacing Christina Nosie

DEPARTMENTAL TRANSFERS:

8. Lauren Ramirez – County Attorney's Office – From Deputy County Attorney – To Deputy County Attorney Senior – 01/12/15 – General Fund – Replacing Joy Riddle

REQUEST TO POST:

9. Payson Regional Justice Court – Part-Time Justice Court Clerk Associate – Vacated by Sabil Fitzhugh
10. County Attorney's Office – Deputy County Attorney – Vacated by Lauren Ramirez

HUMAN RESOURCES ACTION ITEMS
JANUARY 20, 2015

DEPARTURES:

1. Michael Fucci – Sheriff's Office – Detention Officer – 01/15/15 – General Fund – DOH 10/29/12
2. Keith Johnson – Sheriff's Office – Detention Officer Sgt. – 12/31/14 – General Fund – DOH 12/28/04

NEW HIRES:

3. Hortencia Lovin – Health and Emergency Services – Public Health Nurse – 01/26/15 – Health Service Fund – Replacing Roberta Johnson
4. Ridge Halenar – Sheriff's Office – Deputy Sheriff – 01/14/15 – General Fund – Replacing Shawn Osborn
5. Danny White – Sheriff's Office – Deputy Sheriff – 01/14/15 – General Fund – Replacing Peter Licavoli

END PROBATIONARY PERIOD:

6. Keith Thompson – Sheriff's Office – Patrol Commander Lt. – 01/06/15 – General Fund

DEPARTMENTAL TRANSFERS:

7. Jordan Reardon – Sheriff's Office – From Detention Officer – To Deputy Sheriff – 01/14/15 – General Fund – Replacing Colt Maxwell
8. Dan McKeen – From Probation – To Superior Court – From Surveillance Officer – To CASA Coordinator – 01/20/15 – From Adult Probation Service Fees(.50)/General(.50) Funds – To Court Appointed Special Advocate Fund – Replacing Lyndsie Butler
9. Debra Tapa-Blair - County Attorney's Office – From Public Agency Courts Liaison – To Victim Witness Advocate – 01/12/15 – From General Fund – To Crime Victim Assistance Program(.50)/General(.50) Funds – Replacing Brenda van Haren
10. Carol Tanner – Health and Emergency Services – From Administrative Clerk Senior – To Medical Case Manager – 01/26/15 – From Immunization Fund – To HIV Consortium Fund – Replacing Amy Farley

OTHER ACTIONS:

11. Sandra Pena – Health and Emergency Services – Communicable Disease Specialist – 01/12/15 – From Bio Terrorism Program (.65)/Public Health in Action(.35) Funds – To Bio Terrorism Program (.40)/Public Health in Action(.60) Funds – Change in fund codes
12. Celena Cates – Health and Emergency Services – Executive Administrative Assistant – 01/12/15 – From Health Service(.50)/General(.50) Funds – To Various Funds – Change in fund codes
13. Ronald Hanse – Sheriff's Office – From Deputy Sheriff – To Deputy Sheriff Detective (Special Assignment) – 01/19/15 – General Fund
14. Ruben Mancha – Globe Regional Constable's Office – Constable – 01/01/15 – General Fund - ARS 11-424.01 amending salary
15. Colten White – Payson Regional Constable's Office – Constable – 01/01/15 – General Fund – ARS Section 11-424.01 amending salary

REQUEST TO POST:

16. School Superintendent's Office – Administrative Assistant – Vacated by Susan O'Connor
17. Community Services – Administrative Clerk Senior – Vacated by Adrian Marks

HUMAN RESOURCES ACTION ITEMS
JANUARY 27, 2015

DEPARTURES:

1. Thomas Sowles – Sheriff’s Office – Detention Officer(.48) – 01/04/15 – General Fund – DOH 05/10/10
2. Christy Buchanan – Sheriff’s Office – Detention Officer – 01/30/15 – General Fund – DOH 07/21/14

NEW HIRES:

3. Mark Brooks – Public Works – Lube Specialist – 02/10/15 – Public Works Fund – Replacing Gary Brandenburg
4. Matthew Greve – County Attorney’s Office – Deputy County Attorney – 02/02/15 – General Fund – Replacing Lauren Ramirez

TEMPORARY HIRES TO COUNTY SERVICES:

5. Donald Voakes – Community Development – Hearing Officer – 01/20/15 – General Fund – Replacing James Weeks
6. Ronnie McDaniel – Globe Regional Justice Court – Judge Pro Tempore – 01/22/15 – General Fund

END PROBATIONARY PERIOD:

7. Deborah Hunsaker – Sheriff’s Office – 911 Dispatch Supervisor – 12/30/14 – General Fund

DEPARTMENTAL TRANSFERS:

8. Rose Holiday – From Assessor’s Office – To Sheriff’s Office – From Administrative Assistant – To Records Clerk – 02/09/15 – General Fund – Replacing Keri Fucci

OTHER ACTIONS:

9. Christopher Hamiter – Probation – Juvenile Detention Officer – 06/30/14 – General Fund – Classification and Compensation salary update
10. Linda Lemon – Clerk of Superior Court – Courtroom Clerk Technician – 06/30/14 – General Fund - Classification and Compensation grade and salary update
11. Jennifer Kimes – Clerk of Superior Court – Courtroom Clerk Technician – 06/30/14 – General Fund - Classification and Compensation grade and salary update
12. Rebecca Guadiana – Clerk of Superior Court – Courtroom Clerk Technician – 06/30/14 – General Fund - Classification and Compensation grade and salary update
13. Michelle Duarte – Clerk of Superior Court – Courtroom Clerk Technician – 06/30/14 – General Fund - Classification and Compensation grade and salary update
14. Veronica Chaidez – Clerk of Superior Court – Courtroom Clerk Technician – 06/30/14 – General Fund - Classification and Compensation grade and salary update

REQUEST TO POST:

15. Constituent Services 2 – Temporary Laborer – Vacated by Austin Payne
16. Clerk of Superior Court – Courtroom Clerk Technician – Vacated by Cassie Durnan
17. Recorder’s Office – Recorder’s Clerk – Vacated by Shealene Stidham

ARF-2982

Consent Agenda Item

5. K.

Regular BOS Meeting

Meeting Date: 02/03/2015

Reporting Period: January 9, 2015; and January 16, 2015

Submitted For: Jeffrey Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 1-9-15; and 1-16-15.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of January 5, 2015, to January 9, 2015; and January 12, 2015 to January 16, 2015.

Attachments

Report for County Manager Approved Contracts Under 50,000 for Weeks Ending 1-9-15 and 1-16-15

Building Use Agreement-Payson First Assembly of God

Authorization-Western Tech-NAPA Building

Authorization-Western Tech-Payson Courthouse

Service Agreement-Earthquest Plumbing

Service Agreement No. 122914-Earthquest Plumbing

Service Agreement No. 010715-Mountain Retreat Builders

Service Agreement No. 123114-Mountain Retreat Builders

Service Agreement No. 010715-1-Rodriguez Constructions

Service Agreement No. 120414-1-Wrangler Plumbing

Service Agreement No. 123114-3-Quality Inn

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000*January 5, 2015 to January 9, 2015*

| Number/Vendor | Title | Amount | Term | Approved | Renewal Option | Summary |
|---|--|--------------------|---------------------|----------|----------------|---|
| Payson First Assembly of God Church | Building Use Agreement No. 123014 Between G.E.S.T. and Payson First Assembly of God Church | \$250.00 per month | 01-1-15 to 12-31-15 | 1-7-15 | Expires | The building is needed to facilitate daily activities and events for the G.E.S.T. DTA Program (Day Training for Adults) to comply with rules and regulations of Department of Economic Security/Division of Developmental Disabilities. The current lease expired on 12-31-14. The Church has notified Community Services that they need the space currently being occupied by Gila County in this lease. Community Services would like to move to a bigger space due to an increase in the population of the G.E.S.T. program. While Community Services locates a bigger space, a new lease is being executed for a month to month term, with no penalties for cancellation. |
| ADSP012-033368 Western Technologies, Inc. | Authorization to utilize State of Arizona Contract No. ADSP012-033368 with Western Technologies for Asbestos and Petroleum testing at 110 W. Main Street in Payson | \$1,797.35 | 01-2-15 to 01-23-15 | 1-7-15 | Expires | Before the County takes possession of the NAPA Building in Payson, we need to evaluate the environmental concerns. |
| ADSP012-033368 Western Technologies, Inc. | Authorization to utilize State of Arizona Contract No. ADSP012-033368 with Western Technologies for Asbestos testing at 714 S. Beeline Hwy. in Payson | \$655.00 | 01-2-15 to 01-23-15 | 1-7-15 | Expires | Environmental testing for asbestos required for stair removal during construction of new stairs and landings at the Payson Courthouse. |

January 5, 2015 to January 9, 2015

| Number/Vendor | Title | Amount | Term | Approved | Renewal Option | Summary |
|-------------------------------|---|------------|-------------------|----------|---|---|
| 010515 Earthquest Plumbing | Service Agreement No. 010515 Camera Sewer Lines at Copper Admin Building | \$200.00 | 1-7-15 to 6-30-15 | 1-7-15 | Expires | We need to locate the existing sewer line between the Courthouse and South Sixth Street to prepare a scope of work for construction on the Copper Admin Building. |
| 122914 Earthquest Plumbing | Service Agreement No. 122914 Emergency Repairs at Various Sheriff's Facilities | \$2,000.00 | 1-7-15 to 1-6-16 | 1-7-15 | Option to renew for two 1 year periods | A blanket contract has been issued to cover any emergency repairs that may come up for any of the Sheriff's facilities. |

January 12, 2015 to January 16, 2015

| Number/Vendor | Title | Amount | Term | Approved | Renewal Option | Summary |
|--|--|-------------|-------------------|----------|----------------|---|
| 010715 Mountain Retreat Builders | Service Agreement No. 010715 Weatherization Project No. HH#7599 | \$11,755.00 | 1-7-15 to 6-30-15 | 1-7-15 | Expires | The scope of work to include but not limited to, remove evaporative cooler, repair roll roofing, repair ductwork, patch bellypan fiberglass, seal windows, and remove old furnace to replace with split system. |
| 123114 Mountain Retreat Builders | Service Agreement No. 123114 Weatherization Project No. HH#2068 | \$475.00 | 1-7-15 to 6-30-15 | 1-7-15 | Expires | This was an emergency repair project. The scope of work to include but not limited to, remove and install new glass in two windows. |

January 12, 2015 to January 16, 2015

| Number/Vendor | Title | Amount | Term | Approved | Renewal Option | Summary |
|--|--|-------------|---------------------------------------|----------|---|---|
| 010715-1 Rodriguez Constructions, Inc. | Service Agreement No. 010715-1 Weatherization Project No. HH#6069 | \$13,859.38 | 1-7-15 to 6-30-15 | 1-7-15 | Expires | Scope of work to include, but not limited to, blow fiberglass in open attic, weather-strip doors, seal kitchen windows, new furnace system complete with ductwork, and install an ashrae exhaust fan. |
| 120414-1 Wrangler Plumbing & Pumping | Service Agreement No. 120414-1 Emergency Plumbing Repairs | \$1,500.00 | 1-13-15 to 1-12-16 | 1-13-15 | Option to renew for two 1 year periods | Contractor will perform an on call service for emergency repairs required by Community Services to provide plumbing to their clients. |
| 123114-3 Quality Inn-Payson | Service Agreement No. 123114-3 Emergency Shelter Quality Inn | \$6,709.94 | 1-13-15 to date funds are remitted | 1-13-15 | Expires | This contract will provide those affected by the Canal Apartment fire with temporary shelter. |

Tommie C. Martin, District I
610 Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

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

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

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

**BUILDING USE AGREEMENT NO. 123014
BETWEEN
GILA COUNTY d/b/a GILA EMPLOYMENT SPECIAL TRAINING
AND
PAYSON FIRST ASSEMBLY OF GOD CHURCH**

This Lease Agreement is made effective as of JANUARY 07, 2015 by and between Gila County d/b/a Gila Employment Special Training, State of Arizona, (User) and Payson First Assembly of God Church, Town of Payson, State of Arizona (Owner).

Owner does hereby rent to User the following described premises:

1. PARTIES:

User: Gila County d/b/a G.E.S.T.
1400 E. Ash Street
Globe, AZ 85501

Owner: Payson First Assembly of God
1100 W Lake Drive
Payson, AZ 85541

2. PREMISES

The Building located at 1100 W. Lake Drive, Payson, Arizona. The premises shall not include any of the land surrounding the building including, but not limited to the parking areas. Overnight parking and/or storage of vehicles in the parking areas is prohibited.

User will be using the second floor of the premises to hold miscellaneous functions and events for its Gila Employment Special Training (G.E.S.T.) program. The kitchen and restroom facilities on the premises will also be used by the Lessee.

The Premises will be made available to the User for use Monday through Friday from 7:00 A.M. to 4:00 P.M.. Owner shall notify User no less than twenty four hours (24) in advance if the premises will not be available during that time.

3. TERM

Per mutual agreement by both parties, the term of the agreement shall be on a month to month basis, beginning January 1, 2015. The Church has notified Gila County that they need the space currently being leased and used for the G.E.S.T. program. Additionally, the County needs a larger facility for the G.E.S.T. program due to an increase in population.

4. **LEASE PAYMENTS**

User shall pay a monthly rent of \$250.00. Rent is due on or before the first day of each month during the term of this agreement. Rent shall be paid to the Owner at the address listed in item 1 above. Any increase or decrease in rent amount must be approved by both Parties through an amendment to the original agreement.

Owner shall submit all invoices to the Gila County Accounts Payable Department at 1400 E. Ash Street, Globe, Arizona, 85501.

5. **FUNDING AVAILABILITY**

Owner acknowledges that User is a governmental entity, and the lease validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and are not appropriated for the performance of the User's obligations under this lease, then this lease shall automatically expire without penalty to User, after written notice to Owner 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 lease.

6. **USER'S OBLIGATIONS**

During the Rental Agreement term, User agrees and promises:

- a. Not to make or permit use of the Premises for any unlawful purpose or any purpose that will injure the reputation of the Owner or the Premises or the building of which they are a part.
- b. To keep Premises in clean and as good repair as at the beginning of the Rental Agreement Term.
- c. Not to do or permit any of the following: 1) Paint upon, attach, exhibit or display in or about the Premises any sign or placard. 2) Alter or redecorate the Premises. 3) Attach or affix anything to the exterior of the Premises.

7. **OWNER OBLIGATIONS**

Owner shall be responsible for utilities and building maintenance.

8. **INSURANCE**

User shall be liable at all times during the use agreement for liability insurance of \$50,000 minimum.

9. **INDEMNITY**

User agrees to defend, indemnify and hold harmless Owner from all losses, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part of the negligence or misconduct of User, except to the extent same are caused by negligence or willful misconduct of Owner.

10. GENERAL PROVISIONS

10.1 This building user agreement is subject to the cancellation provisions of A.R.S. § 38-511, the provisions of which are hereby incorporated herein.

10.2 Notices. Notices shall be in writing and shall be given to the User and Owner at the addresses set forth hereunder or at such other address as a party may designate in writing. The date notice given shall be date on which the notice is delivered, if notice is given by personal delivery, or the date of the deposit in the mail or with express delivery service.

Address for User:
Gila County
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

Address for Owner:
Payson First Assembly of God
Attn: Kelly Wooldredge
1100 W. Lake Drive
Payson, Arizona 85547

10.3 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter contained in the Agreement. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded by and emerged into this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by the parties.

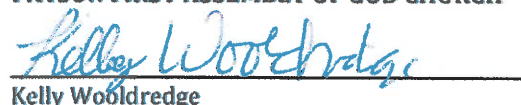
10.4 Construction of Agreement. This Agreement shall be construed and interpreted according to its plain meaning and no presumption shall be deemed to apply in favor of or against the party drafting this Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 1/7/15

PAYSON FIRST ASSEMBLY OF GOD CHURCH


Kelly Wooldredge



PAYSON FIRST ASSEMBLY

"We want to know Christ."
(Phil. 3:10)

Kelly Wooldridge, Lead Pastor
Rachel Flowers, Youth Pastor
Amy Licavoli, Children's Pastor

December 30, 2014

Gila County d/b/a/G.E.S.T.
Gila County Accounts Payable Dept.
1400 E Ash Street
Globe, AZ 85501

To Whom It May Concern:

This letter is to confirm that our church is in need of the room currently being leased by Gila County d/b/a/ Gila Employment Special Training program (G.E.S.T), for their daily activities and events. We also have been told that they are in need of a location with more room for their growing population.

Therefore, to facilitate both parties in this change, we are asking that Gila County change the term of our Lease Agreement to a month by month status while the program has firmed up another location.

We have enjoyed having the program on our campus, it has been a wonderful partnership, and we are glad we were able to provide a place for them over the last few years. If you have any questions or concerns, please contact me at 928-474-2302 or on my cell at 929-951-4857.

Sincerely,



Rev. Kelly J. Wooldridge
Lead Pastor

KJW/vlm

The Church at Green Valley Park

1100 W Lake Drive
Payson, AZ 85541

928.474.2302 F: 928.468.9248

EXECUTIVE SUMMARY FORM

Contract Name:

Environmental Testing of NAPA Building at 110 W. Main
Street in Payson, AZ

Contract No.:

Arizona Procurement Contract
No. ADSP012-033368

Statement of Purpose and Need (3-5 Sentences)

Before the County takes possession of the NAPA Building, we need to evaluate the environmental concerns. If the testing and report is not completed prior to January 28, 2015 the current owner will not be responsible for clean up costs.

Contract End Date:

1-2-15 to 1-23-15

Renewal Option:

☐ Yes
☒ No

Maximum Dollar Limit:

\$1,797.35

Contract Information

Firm Name:

Western Technologies Inc.

Contact Person:

Vicky Aviles

Address:

3737 E. Broadway Road

Phone No:

602-437-3737

City:

Phoenix

State:

AZ

Fax:

Email:

vicky.a@wt-us.com

Fund:

Bond Issuance 2009/Public Works/Real Estate Purchases/Prof
Services-Architectural & engineering

Type of Funds:

☐ Restricted

☐ Grant

☐ General Fund

☐ Other

Fund Code:

1114.341.801.4210.70

Date Sent for Legal Review:

n/a

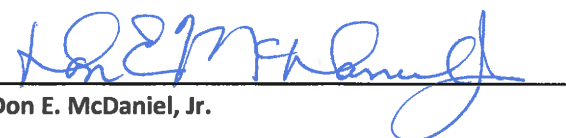
Date Returned:

Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative - Procure, for cooperative purchasing. By using the State contract with Western Technologies Inc., it will save the county in both time and money for a rate that already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. ADSP012-033368, for Statewide Environmental Consulting Services for Asbestos and Lead approved this 7 day of JANUARY, 2015.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.



January 5, 2015

Gila County Finance
Guerrero Building
1400 East Ash Street
Globe, Arizona 85501

Attn: Jeannie Sgroi
Contracts Support Specialist

Re: Environmental Services
Task Assignment Scope of Work
NESHAP Asbestos Survey – Former NAPA Auto Parts & Repair
110 West Main Street, Payson, Arizona 85541

WT Ref. No: 2185PH002

Western Technologies Inc. (WT) is pleased to present this proposal to conduct the asbestos survey at the structure located at the area identified above. The inspection will be conducted following the Environmental Protection Agency (EPA), Asbestos Hazard Emergency Response Act (AHERA) protocol for inspections and the EPA's National Emission Standards for Hazardous Air Pollutants (NESHAP) for the identification of asbestos containing building materials. The survey includes the interior and exterior building materials. This survey is to accommodate planned renovation.

The property was previously operated as a NAPA Auto Parts & Repair. The 027 acre parcel (Parcel No. 304-16-227) is currently owned by Gila County and there's plans to renovate the structure. We were have not visited the site prior to preparation of this quotation but was able to view the exterior of the structure via Google Maps and the Gila County GIS Maps. The County information identified the structure existing as 4,492 square feet and constructed in 1950.

Work conducted in this proposal meet the requirements of the State of Arizona Procurement Contract No. ADS-012-033368. Please review the attached spreadsheet for cost summary.

Scope of Work

- The scope of work includes the collection of suspect asbestos containing building material samples from the interior and exterior of the building. These samples will be of materials excluding those made of wood, glass, and metal.
- WT will evaluate the petroleum stained concrete within the interior and exterior of the structure and provide recommendation.

WT did not visit the site prior to preparation of this proposal.

Project Approach

WT will prepare a floor plan diagram or use an existing plan if provided by Gila County to identify the functional space(s). We will identify suspect asbestos containing building materials associated with the interior and exterior of the building. We will collect minimum 3 samples of each homogeneous material but follow the EPA's 3, 5, 7 rule for the collection of friable surfacing materials (spray applied acoustical and/or fireproofing).

Samples collected by WT will be documented onto our Sample Collection Logs which identify exact sample collection location, friable or non-friable status, and current condition of the material, quantities, and analytical determination. The samples will be documented onto a chain-of-custody form and transported to Fiberquant Analytical; a NVLAP accredited laboratory, for polarized light microscopy (PLM) analysis. WT will also generate a photographic log of identified materials.

Experience of Staff

WT will provide experienced EPA accredited inspectors for asbestos from our Phoenix office to conduct these tasks. Vicky Aviles and/or Todd Sayers will be the Project Manager for this project and is current with EPA accreditations to include: inspector (asbestos/lead), management planner, contractor/supervisor, and designer (asbestos/lead).

We have sufficient staff to complete these tasks in a timely manner and prepared to issue assignment as soon as authorized to proceed with these tasks. In an effort to facilitate your project, we have included in our costs, attached.

Schedule

We anticipate 1 inspector will be needed to complete the inspection tasks. The analytical turn-around-time for samples is 1-3 days. The inspection report can be completed within 2 days following the laboratory report. We are aware that the report must be completed no later than January 22, 2015.

We have based this proposal on the collection and analysis of up to 66 material samples. If additional samples are required to complete these tasks within EPA compliance, we will contact Ms. Sgroi for verbal authorization to proceed. If fewer samples are collected, we will only invoice for the exact number of samples analyzed.

Assumptions & Limitations

WT will make every effort to collect samples at inconspicuous locations and we will repair holes made during our inspection where feasible. These repairs are not intended to be permanent or to restore the building systems to their preexisting conditions. Our inspection proposal currently includes sampling the roof systems and ceramic tile systems observed at the site. We will patch the roof but make no guarantees that these areas will not leak and it is not possible to patch ceramic tile areas. WT will leave it to the Owner/Clients decision if these materials should be sampled or assumed to be ACBM. WT will have a HEPA vacuum on site to assist with clean-up activities as needed.

Gila County

WT Ref. No. 2185PH002

Please review the attached spreadsheet. If you have any questions pertaining to the contents of this proposal, please contact our office at 602-437-3737. Thank you for the opportunity to provide this proposal.

Sincerely,

WESTERN TECHNOLOGIES INC.

Environmental Services



Vicky L. Aviles, AEP, CIAQM

Environmental Project Manager

Vla

Attachment

**STATE OF ARIZONA
CONTRACT NO. ADOP012-033368
GILA COUNTY FINANCE**

**LIMITED NESHAP ASBESTOS SURVEY, FORMER NAPA AUTO PARTS AND REPAIR, 110 WEST MAIN STREET,
PAYSON, ARIZONA (PARCEL No. 304-16-227)**

| ITEM | PERSONNEL CLASSIFICATION | Unit Rate | Time Required | Extended Fees |
|------|--|-----------|------------------|------------------|
| | ASBESTOS SUPPORT SERVICES | | | |
| 3 | Level I - Standard | \$ 42.00 | | \$ - |
| 4 | Level I - Premium Rate | \$ 45.00 | | \$ - |
| 5 | Level II -Standard | \$ 43.00 | | \$ - |
| 6 | Level II - Premium Rate | \$ 46.00 | | \$ - |
| 7 | Level III -Standard | \$ 45.00 | 2 | \$ 90.00 |
| 8 | Level III - Premium Rate | \$ 48.00 | | \$ - |
| | ASBESTOS FIELD SERVICES | | | |
| 9 | Level I -Standard | \$ 50.00 | | \$ - |
| 10 | Level I - Premium Rate | \$ 53.00 | | \$ - |
| 11 | Level II -Standard | \$ 52.00 | | \$ - |
| 12 | Level II - Premium Rate | \$ 55.00 | | \$ - |
| 13 | Level III -Standard (8 hours travel/inspection & 5 hours report) | \$ 55.00 | 13 | \$ 715.00 |
| 14 | Level III - Premium Rate | \$ 58.00 | | \$ - |
| | ASBESTOS PROFESSIONAL PERSONNEL | | | |
| 15 | Level IV - Standard | \$ 60.00 | | \$ - |
| 16 | Level IV - Premium | \$ 63.00 | | \$ - |
| 17 | Level I - Standard | \$ 65.00 | | \$ - |
| 18 | Level I - Premium Rate | \$ 70.00 | | \$ - |
| 19 | Level II -Standard | \$ 75.00 | | \$ - |
| 20 | Level II - Premium Rate | \$ 80.00 | | \$ - |
| 21 | Level III - Standard Rate | \$ 115.00 | 2 | \$ 230.00 |
| 22 | Level III -Premium Rate | \$ 125.00 | | \$ - |
| | LEAD-BASED PAINT FIELD SUPPORT SERVICES | | | |
| 23 | Level I - Standard | \$ 42.00 | | \$ - |
| 24 | Level I - Premium Rate | \$ 45.00 | | \$ - |
| 25 | Level II -Standard | \$ 43.00 | | \$ - |
| 28 | Level II - Premium Rate | \$ 46.00 | | \$ - |

STATE OF ARIZONA
CONTRACT NO. ADOP012-033368
GILA COUNTY FINANCE

| | | | | |
|----|--|-----------|----|-----------|
| 26 | Level III -Standard | \$ 45.00 | | \$ - |
| 27 | Level III - Premium Rate | \$ 48.00 | | \$ - |
| | LEAD-BASED PAINT FIELD SERVICES | | | |
| 29 | Level I -Standard | \$ 50.00 | | \$ - |
| 30 | Level I - Premium Rate | \$ 53.00 | | \$ - |
| 31 | Level II -Standard | \$ 52.00 | | \$ - |
| 32 | Level II - Premium Rate | \$ 55.00 | | \$ - |
| 33 | Level III -Standard | \$ 55.00 | | \$ - |
| 34 | Level III - Premium Rate | \$ 58.00 | | \$ - |
| 35 | Level IV - Standard | \$ 60.00 | | \$ - |
| 36 | Level IV - Premium | \$ 63.00 | | \$ - |
| 37 | Level V - Standard | \$ 65.00 | | \$ - |
| 38 | Level V - Premium | \$ 70.00 | | \$ - |
| | LEAD-BASED PAINT PROFESSIONAL PERSONNEL | | | |
| 39 | Level I - Standard | \$ 65.00 | | \$ - |
| 40 | Level I - Premium Rate | \$ 70.00 | | \$ - |
| 41 | Level II -Standard | \$ 75.00 | | \$ - |
| 42 | Level II - Premium Rate | \$ 80.00 | | \$ - |
| 43 | Level III -Standard | \$ 115.00 | | \$ - |
| 44 | Level III - Premium Rate | \$ 125.00 | | \$ - |
| | LABORATORY COSTS | | | |
| 45 | Polarized Light Microscopy (PLM) Bulk Samples - Non Rush | \$ 10.00 | 66 | \$ 660.00 |
| 46 | Polarized Light Microscopy (PLM) Bulk Samples -Rush | \$ 16.00 | | \$ - |
| 47 | Polarized Light Microscopy (PLM) Bulk Samples Non-Rush Point Count | \$ 34.00 | | \$ - |
| 48 | Polarized Light Microscopy (PLM) Bulk Samples Rush Point Count | \$ 55.00 | | \$ - |
| 49 | Transmission Electron Microscopy (TEM) Bulk Samples Non Rush | \$ 108.00 | | \$ - |
| 50 | Transmission Electron Microscopy (TEM) Bulk Samples -Rush | \$ 125.00 | | \$ - |
| 51 | Transmission Electron Microscopy (TEM) Air Samples Non-Rush | \$ 117.00 | | \$ - |
| 52 | Transmission Electron Microscopy (TEM) Air Samples Rush | \$ 180.00 | | \$ - |
| 53 | Phase Contrast Microscopy (PCM) Air Samples Non-Rush | \$ 10.00 | | \$ - |
| 54 | Phase Contrast Microscopy (PCM) Air Samples Rush | \$ 15.00 | | \$ - |
| 55 | Atomic Absorption Spectroscopy (AAS) Paint Chip Analysis - Lead - Non Rush | \$ 19.50 | | \$ - |

STATE OF ARIZONA
CONTRACT NO. ADOP012-033368
GILA COUNTY FINANCE

| | | | | |
|----|--|-----------|---|--------------------|
| 56 | Atomic Absorption Spectroscope (AAS) Paint Chip Analysis - Lead - Rush | \$ 29.25 | | \$ - |
| 57 | Toxicity Characteristic Leaching Procedure (TCLP)-Lead Non Rush | \$ 100.00 | | \$ - |
| 58 | Toxicity Characteristic Leaching Procedure (TCLP)-Lead Rush | \$ 150.00 | | \$ - |
| 59 | Atomic Absorption Spectroscope (AAS) Soil Analysis - Lead - Non Rush | \$ 19.50 | | \$ - |
| 60 | Atomic Absorption Spectroscope (AAS) Soil Analysis - Lead - Rush | \$ 29.25 | | \$ - |
| 61 | Atomic Absorption Spectroscope (AAS) Air Sample Analysis - Lead - Non Rush | \$ 19.50 | | \$ - |
| | Atomic Absorption Spectroscope (AAS) Air Sample Analysis - Lead - Rush | \$ 29.25 | | \$ - |
| | TRAVEL REIMBURSEMENT | | | |
| 63 | Per Mile (greater than 35 miles from base office) (230 miles X \$.44.5 per mile) | \$ 102.35 | 1 | \$ 102.35 |
| | | | | |
| | TOTAL | | | \$ 1,797.35 |

EXECUTIVE SUMMARY FORM

Contract Name:

Environmental Testing of Stairs and Landings at 714 S.
Beeline Highway in Payson, AZ

Contract No.:

Arizona Procurement Contract
No. ADSP012-033368

Statement of Purpose and Need (3-5 Sentences)

Environmental testing for asbestos required for stair removal during construction of new stairs and landings at the Payson Courthouse. The County will receive additional savings (for mileage) by having this testing performed at the same time Western Tech is in Payson to perform the testing on the NAPA Building.

Contract End Date:

1-2-15 to 1-23-15

Renewal Option:

☐ Yes
☒ No

Maximum Dollar Limit:

\$655.00

Contract Information

Firm Name:

Western Technologies Inc.

Contact Person:

Vicky Aviles

Address:

3737 E. Broadway Road

Phone No:

602-437-3737

City:

Phoenix

State:

AZ

Fax:

Email:

vicky.a@wt-us.com

Fund:

Cap Improvments/PW/Payson Court Roof/Porch/Steps/Capital
Outlay Construction in progress

Type of Funds:

☐ Restricted

☐ Grant

☐ General Fund

☐ Other

Fund Code:

1007.341.874.4500.19

Date Sent for Legal Review:

n/a

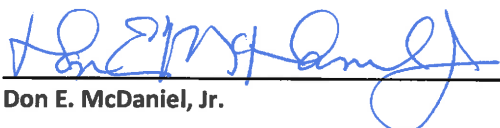
Date Returned:

Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative - Procure, for cooperative purchasing. By using the State contract with Western Technologies Inc., it will save the county in both time and money for a rate that already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. ADSP012-033368, for Statewide Environmental Consulting Services for Asbestos and Lead approved this 7 day of JANUARY, 2015.

GILA COUNTY MANAGER



Don E. McDaniel, Jr.



January 5, 2015

Gila County Finance
Guerrero Building
1400 East Ash Street
Globe, Arizona 85501

Attn: Jeannie Sgroi
Contracts Support Specialist

Re: Environmental Services
Task Assignment Scope of Work
Limited NESHAP Asbestos Survey – Payson Courthouse
714 South Beeline Highway, Payson, Arizona

WT Ref. No: 2185PH003

Western Technologies Inc. (WT) is pleased to present this proposal to conduct the limited asbestos survey at the structure located at the area identified above. The inspection will be conducted following the Environmental Protection Agency (EPA), Asbestos Hazard Emergency Response Act (AHERA) protocol for inspections and the EPA's National Emission Standards for Hazardous Air Pollutants (NESHAP) for the identification of asbestos containing building materials. The survey includes the exterior stairs and second level landings and walkway. This survey is to accommodate planned renovation.

The property is the Payson Courthouse constructed in phases between 1966 and 1988 with total 16,610 square footage (Parcel No. 304-16-111B). The property is currently owned by Gila County. Our scope of work is only for the inspection of suspect asbestos containing building materials associated with the stairs and second level landing and walkways. We have not visited the site prior to preparation of this quotation but was able to view the exterior of the structure via Google Maps and the Gila County GIS Maps and the County provided photographs of the exterior of the structure.

Work conducted in this proposal meet the requirements of the State of Arizona Procurement Contract No. ADS-012-033368. Please review the attached spreadsheet for cost summary.

Scope of Work

- The scope of work includes the collection of suspect asbestos containing building material samples from the interior and exterior of the building. These samples will be of materials excluding those made of wood, glass, and metal.

WT did not visit the site prior to preparation of this proposal.

Project Approach

WT will prepare a floor plan diagram or use an existing plan if provided by Gila County to identify the functional space(s). We will identify suspect asbestos containing building materials associated with the

Gila County
WT Ref. No. 2185PH003

exterior stairs and the second level landings and walkways. We will collect minimum 3 samples of each homogeneous material but follow the EPA's 3, 5, 7 rule for the collection of friable surfacing materials (spray applied acoustical and/or fireproofing).

Samples collected by WT will be documented onto our Sample Collection Logs which identify exact sample collection location, friable or non-friable status, and current condition of the material, quantities, and analytical determination. The samples will be documented onto a chain-of-custody form and transported to Fiberquant Analytical; a NVLAP accredited laboratory, for polarized light microscopy (PLM) analysis. WT will also generate a photographic log of identified materials.

Experience of Staff

WT will provide experienced EPA accredited inspectors for asbestos from our Phoenix office to conduct these tasks. Vicky Aviles and/or Todd Sayers will be the Project Manager for this project and is current with EPA accreditations to include: inspector (asbestos/lead), management planner, contractor/supervisor, and designer (asbestos/lead).

We have sufficient staff to complete these tasks in a timely manner and prepared to issue assignment as soon as authorized to proceed with these tasks. In an effort to facilitate your project, we have included in our costs, attached.

Schedule

We anticipate 1 inspector will be needed to complete the inspection tasks. The analytical turn-around-time for samples is 1-3 days. The inspection report can be completed within 2 days following the laboratory report. It is our intent to conduct this limited inspection during the same time we inspect the Former NAPA Auto Parts & Repair site that we previously submitted proposal for.

We have based this proposal on the collection and analysis of up to 12 material samples. If additional samples are required to complete these tasks within EPA compliance, we will contact Ms. Sgroi for verbal authorization to proceed. If fewer samples are collected, we will only invoice for the exact number of samples analyzed.

Assumptions & Limitations

WT will make every effort to collect samples at inconspicuous locations and we will repair holes made during our inspection where feasible. These repairs are not intended to be permanent or to restore the building systems to their preexisting conditions. Our inspection proposal currently includes sampling the roof systems and ceramic tile systems observed at the site. We will patch the roof but make no guarantees that these areas will not leak and it is not possible to patch ceramic tile areas. WT will leave it to the Owner/Clients decision if these materials should be sampled or assumed to be ACBM. WT will have a HEPA vacuum on site to assist with clean-up activities as needed.

Please review the attached spreadsheet. If you have any questions pertaining to the contents of this proposal, please contact our office at 602-437-3737. Thank you for the opportunity to provide this proposal.

Gila County
WT Ref. No. 2185PH003

Sincerely,
WESTERN TECHNOLOGIES INC.
Environmental Services



Vicky L. Aviles, AEP, CIAQM
Environmental Project Manager

Vla
Attachment

**STATE OF ARIZONA
CONTRACT NO. ADOP012-033368
GILA COUNTY FINANCE**

| LIMITED NESHAP ASBESTOS SURVEY, PAYSON COURTHOUSE, 714 S. BEELINE HIGHWAY, PAYSON, ARIZONA (PARCEL No. 304-16-111B) | | | | |
|--|---|------------------|--------------------------|--------------------------|
| ITEM | PERSONNEL CLASSIFICATION ASBESTOS SUPPORT SERVICES | Unit Rate | Time Required | Extended Fees |
| 3 | Level I - Standard | \$ 42.00 | | \$ - |
| 4 | Level I - Premium Rate | \$ 45.00 | | \$ - |
| 5 | Level II -Standard | \$ 43.00 | | \$ - |
| 6 | Level II - Premium Rate | \$ 46.00 | | \$ - |
| 7 | Level III -Standard | \$ 45.00 | 2 | \$ 90.00 |
| 8 | Level III - Premium Rate | \$ 48.00 | | \$ - |
| | ASBESTOS FIELD SERVICES | | | |
| 9 | Level I -Standard | \$ 50.00 | | \$ - |
| 10 | Level I - Premium Rate | \$ 53.00 | | \$ - |
| 11 | Level II -Standard | \$ 52.00 | | \$ - |
| 12 | Level II - Premium Rate | \$ 55.00 | | \$ - |
| 13 | Level III -Standard (4 hours/inspection & 2 hours report) | \$ 55.00 | 6 | \$ 330.00 |
| 14 | Level III - Premium Rate | \$ 58.00 | | \$ - |
| | ASBESTOS PROFESSIONAL PERSONNEL | | | |
| 15 | Level IV - Standard | \$ 60.00 | | \$ - |
| 16 | Level IV - Premium | \$ 63.00 | | \$ - |
| 17 | Level I - Standard | \$ 65.00 | | \$ - |
| 18 | Level I - Premium Rate | \$ 70.00 | | \$ - |
| 19 | Level II -Standard | \$ 75.00 | | \$ - |
| 20 | Level II - Premium Rate | \$ 80.00 | | \$ - |
| 21 | Level III - Standard Rate | \$ 115.00 | 1 | \$ 115.00 |
| 22 | Level III -Premium Rate | \$ 125.00 | | \$ - |
| | LEAD-BASED PAINT FIELD SUPPORT SERVICES | | | |
| 23 | Level I - Standard | \$ 42.00 | | \$ - |
| 24 | Level I - Premium Rate | \$ 45.00 | | \$ - |
| 25 | Level II -Standard | \$ 43.00 | | \$ - |
| 28 | Level II - Premium Rate | \$ 46.00 | | \$ - |

**STATE OF ARIZONA
CONTRACT NO. ADOP012-033368
GILA COUNTY FINANCE**

| | | | | |
|----|--|-----------|----|-----------|
| 26 | Level III -Standard | \$ 45.00 | | \$ - |
| 27 | Level III - Premium Rate | \$ 48.00 | | \$ - |
| | LEAD-BASED PAINT FIELD SERVICES | | | |
| 29 | Level I -Standard | \$ 50.00 | | \$ - |
| 30 | Level I - Premium Rate | \$ 53.00 | | \$ - |
| 31 | Level II -Standard | \$ 52.00 | | \$ - |
| 32 | Level II - Premium Rate | \$ 55.00 | | \$ - |
| 33 | Level III -Standard | \$ 55.00 | | \$ - |
| 34 | Level III - Premium Rate | \$ 58.00 | | \$ - |
| 35 | Level IV - Standard | \$ 60.00 | | \$ - |
| 36 | Level IV - Premium | \$ 63.00 | | \$ - |
| 37 | Level V - Standard | \$ 65.00 | | \$ - |
| 38 | Level V - Premium | \$ 70.00 | | \$ - |
| | LEAD-BASED PAINT PROFESSIONAL PERSONNEL | | | |
| 39 | Level I - Standard | \$ 65.00 | | \$ - |
| 40 | Level I - Premium Rate | \$ 70.00 | | \$ - |
| 41 | Level II -Standard | \$ 75.00 | | \$ - |
| 42 | Level II - Premium Rate | \$ 80.00 | | \$ - |
| 43 | Level III -Standard | \$ 115.00 | | \$ - |
| 44 | Level III - Premium Rate | \$ 125.00 | | \$ - |
| | LABORATORY COSTS | | | |
| 45 | Polarized Light Microscopy (PLM) Bulk Samples - Non Rush | \$ 10.00 | 12 | \$ 120.00 |
| 46 | Polarized Light Microscopy (PLM) Bulk Samples -Rush | \$ 16.00 | | \$ - |
| 47 | Polarized Light Microscopy (PLM) Bulk Samples Non-Rush Point Count | \$ 34.00 | | \$ - |
| 48 | Polarized Light Microscopy (PLM) Bulk Samples Rush Point Count | \$ 55.00 | | \$ - |
| 49 | Transmission Electron Microscopy (TEM) Bulk Samples Non Rush | \$ 108.00 | | \$ - |
| 50 | Transmission Electron Microscopy (TEM) Bulk Samples -Rush | \$ 125.00 | | \$ - |
| 51 | Transmission Electron Microscopy (TEM) Air Samples Non-Rush | \$ 117.00 | | \$ - |
| 52 | Transmission Electron Microscopy (TEM) Air Samples Rush | \$ 180.00 | | \$ - |
| 53 | Phase Contrast Microscopy (PCM) Air Samples Non-Rush | \$ 10.00 | | \$ - |
| 54 | Phase Contrast Microscopy (PCM) Air Samples Rush | \$ 15.00 | | \$ - |
| 55 | Atomic Absorption Spectroscopy (AAS) Paint Chip Analysis - Lead - Non Rush | \$ 19.50 | | \$ - |

**STATE OF ARIZONA
CONTRACT NO. ADOP012-033368
GILA COUNTY FINANCE**

| | | | | |
|----|--|-----------|--|------------------|
| 56 | Atomic Absorption Spectroscope (AAS) Paint Chip Analysis - Lead - Rush | \$ 29.25 | | \$ - |
| 57 | Toxicity Characteristic Leaching Procedure (TCLP)-Lead Non Rush | \$ 100.00 | | \$ - |
| 58 | Toxicity Characteristic Leaching Procedure (TCLP)-Lead Rush | \$ 150.00 | | \$ - |
| 59 | Atomic Absorption Spectroscope (AAS) Soil Analysis - Lead - Non Rush | \$ 19.50 | | \$ - |
| 60 | Atomic Absorption Spectroscope (AAS) Soil Analysis - Lead - Rush | \$ 29.25 | | \$ - |
| 61 | Atomic Absorption Spectroscope (AAS) Air Sample Analysis - Lead - Non Rush | \$ 19.50 | | \$ - |
| | Atomic Absorption Spectroscope (AAS) Air Sample Analysis - Lead - Rush | \$ 29.25 | | \$ - |
| | TRAVEL REIMBURSEMENT | | | |
| 63 | Per Mile (greater than 35 miles from base office) (230 miles X \$.44.5 per mile) | \$ 102.35 | | \$ - |
| | | | | |
| | TOTAL | | | \$ 655.00 |

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

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

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 010515
CAMERA SEWER LINE
COPPER ADMINISTRATION BUILDING

THIS AGREEMENT, made and entered into this 07TH day of JANUARY, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Earthquest Plumbing, Inc., of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Director** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Camera sewer line to identify locations of two potential future sewer tie-ins.

Contractor Fee's: Flat fee of \$200.00

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. **Professional Liability (Errors and Omissions Liability)**

| | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All

guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect to June 30, 2015.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$200.00 for repairs, *if required during the term of this contract.*

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. 122914 has been duly executed by the parties hereinabove named, on the date and year first above written.

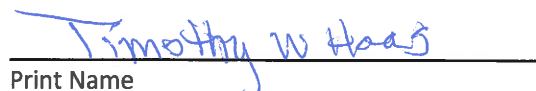
GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 1/7/15

EARTHQUEST PLUMBING, INC.


Signature


Print Name

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
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. 122914
EMERGENCY REPAIRS AT VARIOUS SHERIFF'S FACILITIES

THIS AGREEMENT, made and entered into this 07th day of January, **2015**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Earthquest Plumbing, Inc., of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Sheriff's Office** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Install screens that need to be replaced in the water system plus any future repairs that may be needed, at the Jail and Woman's Dorm.

Contractor Fee's:

Labor at \$45.00/hour
Plus any parts.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. Commercial General Liability - Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. **Professional Liability (Errors and Omissions Liability)**

| | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees

will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the option to renew the contract for two (2) additional one (1) year periods upon agreement of both parties.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$2,000.00 for repairs, *if required during the term of this contract.*

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

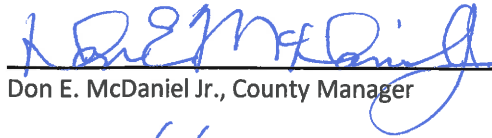
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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. 122914 has been duly executed by the parties hereinabove named, on the date and year first above written.


GILA COUNTY



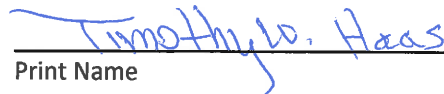
Don E. McDaniel Jr., County Manager

Date: 1/2/15

EARTHQUEST PLUMBING, INC.



Signature



Print Name

Tommie C. Martin, District I
610 E Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John 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. 010715
WEATHERIZATION PROJECT NO. HH#7599

THIS AGREEMENT, made and entered into this 13th day of January, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#7599, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. Commercial General Liability - Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. **Professional Liability (Errors and Omissions Liability)**

| | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – 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 date signed by the County Manager and expire on June 30, 2015.

ARTICLE 14 – PAYMENT/BILLING: Contractor shall be paid a flat fee of \$11,755.00 for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

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. 010715 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY




Don E. McDaniel Jr., County Manager

Date: 1/13/15

MOUNTAIN RETREAT BUILDERS



Signature



Print Name

Mountain Retreat Builders, LLC.

ROC #170186

Estimate B

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

DATE--- 12-24-2014

TO:
Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

FOR HH# 7599

| | DESCRIPTION | | AMOUNT |
|--|---|-------|--------------|
| | Per Scope of work for lines #1 thru #12 | | \$11,755.00 |
| | Tax included | | |
| | | TOTAL | \$ 11,755.00 |

RESPEC Contractor Bid Case# 7599

Page# 2 of 3

Printed on: 12/15/2014 6:51:18 AM

Interior | Mobile Home | Mobile Home | House**General Requirements**

| | | | | | |
|---|------------|------|---|----|---|
| 1 | 0000000000 | 0 NA | 0 | \$ | 0 |
|---|------------|------|---|----|---|

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IRC, OSHA, and Gila County Codes.

| | | | | | |
|---|------------|------|---|----|---|
| 2 | 0000000002 | 0 ea | 0 | \$ | 0 |
|---|------------|------|---|----|---|

Performance

All work is to comply with Current IRC, or Gila County Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

| | | | | | |
|---|------------|-----|---|----|---|
| 3 | 0000000003 | 0 1 | 0 | \$ | 0 |
|---|------------|-----|---|----|---|

ALL LEAD WORK

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35, et. a.

Ceiling

| | | | | | |
|---|------------|------|---|----|-----|
| 4 | 0070010007 | 0 SF | 0 | \$ | 750 |
|---|------------|------|---|----|-----|

Remove Evap Cooler & Repair Roll Roofing

Remove & dispose of evap cooler (store at Gila County Housing Warehouse). Cut out all bubbles, wrinkles, and leaking areas. Patch with 30 lb. felt and install finish covering.

| | | | | | |
|---|------------|------|---|----|------|
| 5 | 0120020003 | 0 LF | 0 | \$ | 1000 |
|---|------------|------|---|----|------|

Fill & Seal Ductwork in Ceiling

Fill all overhead ducts with R-30 insulation. Cap and seal all overhead register vent holes.

Insulation

| | | | | | |
|---|------------|--------|---|----|------|
| 6 | 0060010005 | 0 S.F. | 0 | \$ | 1000 |
|---|------------|--------|---|----|------|

Patch BellyPan-Fiberglass Insulation - (R-30) Batt

Insulate any voids in insulation in bellypan. Insulate and seal all floor ducts.

Performance

| | | | | | |
|---|------------|------|---|----|-----|
| 7 | 0120020002 | 0 LF | 0 | \$ | 500 |
|---|------------|------|---|----|-----|

Seal Ductwork

Seal ductwork with mastic to reduce individual register pressure and total duct leakage.

| | | | | | |
|---|--------|---|---|----|-----|
| 8 | 006009 | 0 | 0 | \$ | 200 |
|---|--------|---|---|----|-----|

Patch Holes

Patch all holes in sheet rock, panelling, walls, floors, ceilings or any visible holes in the house to reduce air infiltration.

| | | | | | |
|---|------------|---|---|----|-----|
| 9 | 0060140014 | 0 | 0 | \$ | 200 |
|---|------------|---|---|----|-----|

RESPEC Contractor Bid Case# 7599

Page# 3 of 3

Printed on: 12/15/2014 6:51:18 AM

Caulk House Complete

Caulk all areas needed to prevent air infiltration of entire interior of house

| | | | | |
|----|--------|---|---|--------|
| 10 | 006010 | 0 | 0 | \$ 200 |
|----|--------|---|---|--------|

Seal Windows

Seal all windows inside and out. Use caulking around all frames also. Ask homeowner which windows to leave mechanically able to open and close; seal the rest.

Mechanical

| | | | | |
|----|------------|---|---|---------|
| 11 | 0180020020 | 0 | 0 | \$ 7405 |
|----|------------|---|---|---------|

Remove old furnace and replace with split system.

Remove the old furnace and flue pipe. Install a new 92AFUE GasFurn 60k with a new flue pipe to the roof. Also replace the T-stat and local valve and flex. Also seal the furnace cabinet and duct to heater area with mastic. A/C to be a 14 SEER 1 1/2 ton.

| | | | | |
|----|------------|---|---|-----------|
| 12 | 0330020010 | 0 | 0 | \$ 500.00 |
|----|------------|---|---|-----------|

Install ASHRAE Exhaust fan

Install an ASHRAE continuous flow exhaust fan (minimum 46 CFM) in the bathroom.

| | | |
|------------------|----|--|
| Total for: House | \$ | |
|------------------|----|--|

| | | |
|---------------------|----|--|
| Total for: Interior | \$ | |
|---------------------|----|--|

| | | |
|-----------------|----|-----------|
| Job Total Cost: | \$ | 11,755.00 |
|-----------------|----|-----------|

Tommie C. Martin, District I
610 E Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John 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. 123114
WEATHERIZATION PROJECT NO. HH#2068

THIS AGREEMENT, made and entered into this 13TH day of JANUARY, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#2068, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the **Housing Services Manager** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 123114** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 123114** by mention made a binding part of this agreement as set forth herein

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible

property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. Professional Liability (Errors and Omissions Liability)

| | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the

Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expire on June 30, 2015.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of \$475.00 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. 123114 has been duly executed by the parties hereinabove named, on the date and year first above written.

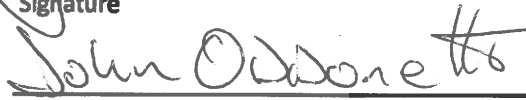
GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 1/13/15

MOUNTAIN RETREAT BUILDERS


Signature


Print Name

Mountain Retreat Builders, LLC.

ROC #170186

Invoice

745 E. Senita Dr.

Globe AZ 85502

Phone 928-606-4674

DATE--- 12-24-2014

TO:

Gila County Community Services Division

Weatherization Program

5515 S. Apache Ave. Suite #200

Globe, AZ 85501

928-425-7631

FOR

HH # 2068

| | DESCRIPTION | | AMOUNT |
|--|---|-------|-----------|
| | Remove and install new glass in 2 windows | | \$475.00 |
| | Tax included | | |
| | | TOTAL | \$ 475.00 |

Tommie C. Martin, District I
610 E Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John 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. 010715-1
WEATHERIZATION PROJECT NO. HH#6069

THIS AGREEMENT, made and entered into this 13TH day of JANUARY, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Constructions, Inc., of the City of Miami, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#6069, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. Commercial General Liability - Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. **Professional Liability (Errors and Omissions Liability)**

| | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – 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 date signed by the County Manager and expire on June 30, 2015.

ARTICLE 14 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$13,859.38 for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

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. 010715-1 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: 1/13/15

RODRIGUEZ CONSTRUCTIONS, INC.


Signature

Art Rodriguez
Print Name

Gila County Housing Services
5515 S. Apache Ave.
P.O. Box 1254
Globe, Az. 85502
(928)425-7631



RESPEC
Work Write-up

Case Number: 6069

BID TOTAL \$: 13,859.38

Property Information:

BID OPENING DATE

CONTRACTOR INFORMATION

Name: Rodriguez Constructions, Inc.

Address: P.O. Box 13
Miami, AZ 85537

Voice: 928-425-7244

Fax: 928-425-5337

email: info@rodriguez-az.com

RESPEC Contractor Bid

Case# 6069

Page# 2 of 4

Printed on: 12/23/2014 7:24:34 AM

Interior | Single Family Dwelling | Single Family | House**General Requirements**

| | | | | | |
|---|------------|------|---|----|--|
| 1 | 0000000000 | 0 NA | 0 | \$ | |
|---|------------|------|---|----|--|

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IRC, OSHA, and Gila County Codes.

| | | | | | |
|---|------------|------|---|----|--|
| 2 | 0000000002 | 0 ea | 0 | \$ | |
|---|------------|------|---|----|--|

Performance

All work is to comply with Current IRC, or Gila County Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every

| | | | | | |
|---|------------|-----|---|----|--|
| 3 | 0000000003 | 0 1 | 0 | \$ | |
|---|------------|-----|---|----|--|

ALL LEAD WORK

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35, et al.

Ceiling

| | | | | | |
|---|------------|--------|---|----|-----|
| 4 | 0080010006 | 0 S.F. | 0 | \$ | 650 |
|---|------------|--------|---|----|-----|

Blown Fiberglass, Open Attic - R38

Coverage should be as level as possible, and to the depth of material that corresponds with each R-value. According to each individual manufacturer's recommendations for initially installed thickness and settled density, usually found in the coverage table on the material packaging. Material shall meet and conform to ASTM C764-84.

Doors

| | | | | | |
|---|------------|------|---|----|-----|
| 5 | 0080020002 | 0 NO | 0 | \$ | 375 |
|---|------------|------|---|----|-----|

Weatherstrip Doors

Install adjustable tubular weatherstripping snugly against all door without gaps. Include threshold and sweep and check for smooth operation. Adjust any non-square door frames.

Windows

| | | | | | |
|---|------------|------|---|----|-----|
| 6 | 0080030001 | 0 NO | 0 | \$ | 200 |
|---|------------|------|---|----|-----|

Final Kitchen Windows

Final Kitchen windows - Clean surface and double caulk windows to provide a leak-free seal. Windows shall be triple track self-storing units. Seal completely shut for weatherization and safety. 35 year paintable caulking to be used.

Final Electrical

| | | | | | |
|---|------------|------|---|----|---------|
| 7 | 0120010004 | 0 NO | 0 | \$ | 8384.38 |
|---|------------|------|---|----|---------|

Final Final System Complete w/Ductwork

Final Final System Complete w/Ductwork

RESPEC Contractor Bid

Case# 6069

Page# 3 of 4

Printed on: 12/23/2014 7:24:34 AM

disconnect to code.

Install a new 18k 92 AFUE, ENERGY STAR rated furnace and thermostat as specified including, ductwork, thermostat, registers, and main disconnect to code.

1) size the new furnace to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. This form will be considered incomplete and not paid without sizing specifications.

2) install and vent the unit per manufacturer's instructions (PMI)

3) electrical supply must be a dedicated circuit with a switch at the unit.

4) unit must have a minimum 30 inch front clearance, when installed.

5) check the gas input to the unit

6) check the temp. rise and match to the unit (PMI)

7) recheck for gas leaks

All furnace work must meet or exceed NFPA #54, as well as any other local codes

Install the ductwork for best possible efficiency. Use a reduced plenum system if possible.

size all ducts for best performance (PMI) and manual "J" for sizing and number of registers.

1) all joints in return air and supply ducts must be sealed

2) install a filter chamber with a cover

| | | | | | |
|----|------------|------|---|----|----------|
| \$ | 0136050002 | 0 ea | 0 | \$ | 9,000.00 |
|----|------------|------|---|----|----------|

Install a 2 Ton A/C unit to new furnace

Install a 14 SEER 2 ton A/C system to the new furnace, per manufactures instructions. Include 14 Seer Condenser (single phase) and Coiled coil, new thermostat (grouped with furnace), dedicated electrical breakers, installed to code.

1) size the new A/C system to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the design load and your proposed unit size.

2) electrical supply must be a dedicated circuit.

All A/C work must meet or exceed NFPA #54, as well as any other local codes

1) all joints in return air and supply ducts must be sealed

2) install a filter chamber cover if none currently present

3) all ducts must meet SWS's pascal requirements of .6 or less.

| | | | | | |
|----|------------|---|---|----|-----|
| \$ | 2330020010 | 0 | 0 | \$ | 500 |
|----|------------|---|---|----|-----|

Install ASHRAE exhaust fan

Install an ASHRAE exhaust fan (minimum of constant 60 CFM) in the bathroom. Install a Panasonic

| | | | | | |
|----|------------|---|---|----|-------|
| 10 | 0260010010 | 0 | 0 | \$ | 1,600 |
|----|------------|---|---|----|-------|

Remove and install water heater

Remove existing non-functional water heater. Install 30 gal 30kBTU water heater into existing cabinet, connect to existing water flex lines, gas flex lines, and metallic T&P to the outside. Also, ventilate

| | | | | | |
|----|------------|---|---|----|-----|
| 11 | 0330010010 | 0 | 0 | \$ | 150 |
|----|------------|---|---|----|-----|

Replace gas valve/flex line to stove

Replace the old gas valve and flex line to stove with new gas valve and flex line. Verify no leakage and

Floor

RESPEC Contractor Bid Case# 6069

Page# 4 of 4
Printed on: 12/23/2014 7:24:34 AM

| | | | | |
|----|------------|--------|---|---------|
| 12 | 0060010011 | 0 S.F. | 0 | \$ 0.00 |
|----|------------|--------|---|---------|

Fiberless Insulation, Floor - 30 Batt

Insulation (R-30) shall be installed with vapor barrier facing conditioned area; insulation shall completely fill area between joists or studs and shall be secured with the appropriate mechanical fasteners. Material shall meet ASTM C885-86 or subsequently amended.

Performance

| | | | | |
|----|------------|---|---|----------|
| 12 | 0060140014 | 0 | 0 | \$ 12.00 |
|----|------------|---|---|----------|

Crit. to house complete & reduce infiltration

Crit. to all areas needed to prevent air infiltration of entire interior of house. Look for holes and patch

Total for: House

\$

Total for: Interior

\$

Job Total Cost: \$ 13,859.38

(REDUCE TOTAL INFILTRATION BY 1200 CFM)
djm

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. 120414-1

EMERGENCY PLUMBING REPAIRS

COMMUNITY SERVICES-HOUSING DEPARTMENT

THIS AGREEMENT, made and entered into this 13TH day of JANUARY, ~~2014~~ 2015,
by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County,
and Wrangler Plumbing & Pumping, 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 Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and
the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 120414-1** by mention made a
binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 120414-1** 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 120414-1**,
the terms and conditions of this service agreement will prevail and govern the contractual relationship
between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or
in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of
the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated,
the County shall be liable only for the services rendered under this contract and accepted material received
by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. Commercial General Liability - Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. Professional Liability (Errors and Omissions Liability)

| | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and

endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well

as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the option to renew the contract for two (2) additional one (1) year periods upon agreement of both parties.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$1,500.00 for service and repair, **if required during the term of this contract**, for a total blanket Purchase Order amount not to exceed \$1,500.00.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

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

IN WITNESS WHEREOF, Service Agreement No. 120414-1 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: 1/13/15

WRANGLER PLUMBING & PUMPING


Signature

Charles Hall
Print Name

CHARLIE HALL'S WRANGLER PLUMBING & PUMPING

P.O. Box 595 Payson, Arizona 85547

(928)474-4032

(928)476-3737

(928)474-1165 Fax

wranglerplumbing@hotmail.com

"SERVING PAYSON SINCE 1978"***LICENSED-BONDED-INSURED*****LICENSE ROC180429**

LABOR RATE**REGULAR TIME****\$95.00 PER HOUR****OVER TIME****\$142.50 PER HOUR***AFTER 5 PM M-F, WEEKENDS,
HOLIDAYS***HELPER****\$30.00 PER HOUR**

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. 123114-3
EMERGENCY SHELTER QUALITY INN

THIS AGREEMENT, made and entered into this 13TH day of JANUARY, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Quality Inn, 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 Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 123114-3** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 123114-3** 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 123114-3**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. Commercial General Liability - Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. **Professional Liability (Errors and Omissions Liability)**

| | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and

endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well

as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remain in effect until funds in the amount of \$6,709.94 are paid to the Quality Inn.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$6,709.94 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. 123114-3 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 1/13/15

QUALITY INN


Signature

April Denney
Print Name

| start | end | Total Days | Rate/day OTHER | Total | Salvation Army | Renter Insurance | SW Behav | Hospice |
|---|--------|------------|-------------------|-----------|----------------|---------------------|------------|------------|
| POWELL HOUSE | | | | | | | | |
| 7-Nov | 11-Dec | 35 | \$ 120 | \$ 4,200 | -990 | | | |
| 7-Nov | 21-Nov | 15 | \$ 60 | \$ 900 | -900 | status unknown | | 0 |
| 7-Nov Rim Country comped then renter insurance kicks in | | | | | | | | |
| QUALITY INN: | | | | | | | | |
| 7-Nov | 15-Dec | 38 | \$ 63 | \$ 2,377 | -990 | 0 | 0 | 0 |
| 7-Nov | 30-Dec | 53 | \$ 63 | \$ 3,315 | -990 | 0 | -1400 | 0 |
| 7-Nov | 30-Dec | 38 | \$ 63 | \$ 2,377 | -500 | \$ (1,877) | 0 | 0 |
| 7-Nov | 30-Dec | 53 | \$ 63 | \$ 3,315 | -1980 | 0 | 0 | 0 |
| 7-Nov | 15-Dec | 38 | \$ 63 | \$ 2,377 | -990 | 0 | 0 | 0 |
| 7-Nov | 30-Dec | 53 | \$ 63 | \$ 3,315 | -990 | 0 | 0 | 0 |
| 7-Nov | 15-Dec | 38 | \$ 63 | \$ 2,377 | -990 | 0 | 0 | 0 |
| 7-Nov | 30-Dec | 53 | \$ 63 | \$ 3,315 | -990 | 0 | -1400 | 0 |
| 7-Nov | 21-Nov | 14 | \$ 63 | \$ 876 | -876 | 0 | 0 | 0 |
| 14-Dec | 30-Dec | 16 | \$ 63 | \$ 1,008 | -114 | 0 | 0 | 0 |
| 7-Nov | 15-Dec | 38 | \$ 63 | \$ 2,377 | -990 | 0 | 0 | 0 |
| 7-Nov | 15-Dec | 38 | \$ 63 | \$ 2,377 | -1980 | 0 | 0 | 0 |
| sharing wit another | | 38 | \$ 63 | \$ - | 0 | 0 | 0 | 0 |
| 7-Nov | 6-Dec | 30 | \$ 63 | \$ 1,876 | -1876 | 0 | 0 | 0 |
| 7-Nov | 3-Dec | 26 | \$ 63 | \$ 1,626 | -990 | 0 | 0 | 0 |
| 7-Nov | 30-Dec | 53 | \$ 63 | \$ 3,315 | -990 | 0 | 0 | 0 |
| 6-Nov | 15-Dec | 39 | \$ 63 | \$ 2,439 | -990 | 0 | -1400 | 0 |
| 7-Nov | 30-Dec | 53 | \$ 63 | \$ 3,315 | -500 | -2815 | 0 | 0 |
| 7-Nov | 30-Dec | 53 | \$ 63 | \$ 3,315 | -500 | -2815 | 0 | 0 |
| 7-Nov | 15-Dec | 38 | \$ 63 | \$ 2,377 | -990 | 0 | 0 | 0 |
| 7-Nov | 30-Dec | 53 | \$ 63 | \$ 3,315 | -500 | -2815 | 0 | 0 |
| 7-Nov | 30-Dec | 53 | \$ 63 | \$ 3,315 | -990 | 0 | 0 | 0 |
| 6-Nov | 15-Dec | 38 | \$ 63 | \$ 2,377 | -500 | -1877 | 0 | 0 |
| 7-Nov | 15-Dec | 38 | \$ 63 | \$ 2,377 | -990 | 0 | 0 | 0 |
| 7-Nov | 15-Dec | 38 | \$ 63 | \$ 2,377 | -990 | 0 | 0 | 0 |
| 9-Nov | 30-Dec | 38 | \$ 63 | \$ 2,377 | -500 | -1877 | 0 | 0 |
| 10-Nov | 15-Dec | 35 | \$ 63 | \$ 2,189 | -990 | 0 | -1199 | 0 |
| 13-Nov | 15-Dec | 32 | \$ 63 | \$ 2,001 | 0 | -2001 | 0 | 0 |
| 13-Nov | 15-Dec | 32 | \$ 63 | \$ 2,001 | -990 | 0 | 0 | -1011 |
| 18-Nov | 15-Dec | 27 | \$ 63 | \$ 1,689 | -990 | 0 | 0 | 0 |
| 24-Nov | 30-Dec | 36 | \$ 63 | \$ 2,252 | -990 | 0 | 0 | 0 |
| 15-Nov | 21-Nov | 7 | \$ 63 | \$ 438 | -438 | | | |
| future 5 days | | 5 | \$ 63 | \$ 313 | -313 | | | |
| TOTAL | | | | \$ 79,787 | \$ (30,287) | \$ (16,077) | \$ (5,399) | \$ (1,011) |

**Mtn Bible paid first 2 d
11/5 & 11/6**

| Tenant | Bal Due | TOTAL |
|------------|----------------------------------|-------|
| -2100 | \$ 1,110 | |
| | \$ - at a nursing home | |
| | \$ - | |
| -247.5 | \$ 1,139 | |
| 0 | \$ 925 | |
| 0 | \$ - | |
| -495 | \$ 840 | |
| 0 | \$ 1,387 | |
| -495 | \$ 1,830 | |
| -300 | \$ 1,087 | |
| 0 | \$ 925 | |
| 0 | \$ (0) moves out then back 12/14 | |
| 0 | \$ 894 | |
| -357 | \$ 1,030 | |
| -397 | \$ (0) | |
| 0 | \$ - | |
| 0 | \$ 0 | |
| 0 | \$ 636 | |
| -495 | \$ 1,830 | |
| 0 | \$ 49 | |
| 0 | \$ (0) | |
| 0 | \$ (0) | |
| 495 | \$ 1,882 | |
| 0 | \$ (0) | |
| -750 | \$ 1,575 | |
| 0 | \$ (0) | |
| -420 | \$ 967 | |
| 0 | \$ 1,387 | |
| 0 | \$ (0) | |
| 0 | \$ 0 | |
| 0 | \$ 0 | |
| 0 | \$ 0 | |
| 0 | \$ 699 | |
| 0 | \$ 1,262 | |
| | \$ (0) | |
| | \$ (0) | |
| \$ (5,562) | \$ 21,452 | |

| | | |
|------------|----|-----------------|
| natl bank | \$ | (13,242.00) |
| cr cards | \$ | (1,100.00) |
| to deposit | \$ | <u>(400.00)</u> |
| | \$ | (14,742.00) |

needed \$ 6,709.94 shelter

ays \$ 2,772 approx.