

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, APRIL 7, 2015 - 10:00 A.M.

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

2. **PRESENTATIONS:**
 - A. Presentation of the 2014 Annual Report for the Presented Gila County Sheriff's Office. **(J. Adam Shepherd)**

3. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to adopt Adopted
Resolution No. 15-02-05, which authorizes the Gila County Housing Authority to submit its Five-Year (FY 2015-2020) and Annual Plan (FY 2015) to the U.S. Department of Housing and Urban Development. **(Malissa Buzan)**

 - 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 Discussed
regarding the proposed amendment to the Gila County Floodplain Management Ordinance to supersede the current Gila County Floodplain Management Ordinance, as amended October 26, 2010. **(Darde de Roulhac) (Motion to adjourn as the Board of Directors of the Gila County Flood Control District and**

reconvene as the Gila County Board of Supervisors.)

4. **REGULAR AGENDA ITEMS:**

- A. Information/Discussion/Action to adopt Proclamation No. 2015-02 proclaiming April 2015 as Fair Housing Month in Gila County. **(Malissa Buzan)** Adopted
- B. Information/Discussion/Action to adopt Proclamation No. 2015-03 proclaiming April 2015 as National County Government Month in Gila County with this year's theme of "Counties Moving America Forward: The Keys are Transportation and Infrastructure" and to encourage all Gila County officials, employees, schools and residents to participate in related activities throughout the month. **(Michael Pastor)** Adopted
- C. Information/Discussion/Action to adopt Proclamation No. 2015-04 proclaiming April 21, 2015, as PowerTalk21® Day in Gila County to encourage parents, families and caregivers of youth to begin the conversation with the youth in their lives about alcohol and the dangers of underage drinking. **(John Marcanti)** Adopted
- D. Information/Discussion/Action to adopt Proclamation No. 2015-05 proclaiming April 12-18, 2015, as the Week of the Young Child™ in Gila County and to encourage all citizens to work to ensure that each and every child experiences the type of early environment—at home, at child care, at school, and in the community—that will promote early learning. Adopted

(John Taylor/ LaToya Beatty)

- E. Information/Discussion/Action to adopt Proclamation No. 2015-06 proclaiming April 11, 2015, as March for Babies Day in Gila County, and to encourage citizens to participate in the local March of Dimes Walkathon. **(Margret Celix)** Adopted
- F. Information/Discussion/Action to approve Intergovernmental Agreement No. 070114 between Gila County and the San Carlos Apache Tribe to update the established services and fees provided by Gila County to the San Carlos Apache Tribe for animal control services for a one-year term with automatic one-year renewals at the end of each term, unless either party provides a thirty (30) day written cancellation notice. **(Jeff Hessenius and Michael O'Driscoll)** Approved
- G. Information/Discussion/Action to approve Intergovernmental Agreement No. 022715 (Economic Development Grant) between Gila County and the Tonto Natural Resource Conservation District (Tonto NRCD), whereby the County will disburse \$30,000 to the Tonto NRCD to oversee the administration of the Regional Payson Area Project operations of two brush pits in northern Gila County so that residents may take and dispose of natural or green materials surrounding their properties, thereby minimizing the effect of potential forest fires near their properties. **(Jeff Hessenius)** Approved

- H. Information/Discussion/Action to waive all normal and applicable fees at the Buckhead Mesa Landfill for dumping green waste as it relates to the Pine Strawberry Fuel Reduction program until March 31, 2016. **(Don McDaniel)** Approved
- I. Information/Discussion/Action to authorize the utilization of Hatch Construction & Paving, Inc. as a sole source material supplier for Class 6 AB material necessary to perform Phase II of the aggregate resurfacing of Forest Road 512 (Young Road); and allow the Chairman's signature on Contract No. 032015 for the purchase of the material from Hatch Construction & Paving, Inc. in an amount not to exceed \$55,000 without prior written authorization. **(Jeff Hessenius & Steve Stratton)** Authorized
- J. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 020315-1 - Aggregate Hauling to Forest Road 512-Phase II. **(Jeff Hessenius and Steve Sanders)** Authorized
- K. Information/Discussion/Action to accept a Citizens' Petition to begin the process to establish Day Place and Fisherman's Lane as Country Dirt Roads. **(Steve Sanders)** Accepted
- L. Information/Discussion/Action to direct staff to begin the process to dispose of S. Marian Canyon adjacent to Lots 22-24, Block 43 as shown on Miami Map No. 3, Official Map No. 25 Gila County Records. **(Steve Sanders)** Approved

M. Information/Discussion/Action pursuant to A.R.S. §11-254.04 to find that to assist in the annual yearling auction/sale is an economic development activity because it will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of Gila County, and to authorize Public Works to supply requested equipment with Gila County certified operators for the Gila County Cattle Growers Association's annual yearling auction/sale on May 11, 2015. **(Steve Stratton)** Authorized

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. 5 to a Weatherization Low-Income Assistance Agreement (Contract No. SW-ESA-12-2182-02Y4) between the State of Arizona, Governor's Office of Energy Policy (OEP) and the Gila County Community Services Division, Housing Services, whereby OEP will provide up to \$6,000 in additional funding for the current fiscal year. The total reimbursement ceiling is currently \$13,150 for the period of July 1, 2014, through June 30, 2015. Approved

B. Approval of Amendment No. 1 to an Independent Contractor Agreement (Contract No. 07012014-15) between the Arizona Community Action Association (ACAA) and the Gila County Division of Community Services, Community Action Program, whereby Approved

ACAA will allocate additional Utility Repair Replacement and Deposit (URRD) funds in the amount of \$10,000 (\$9,200.00 for Direct Services and \$800.00 for Program Delivery) in order to provide additional assistance to eligible households residing in Gila County for the period beginning July 1, 2014, through June 30, 2015.

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|----|---|--------------|
| C. | Approval of the request by the Greater Grace Fellowship/Classic Celebration's non-profit organization to use the Payson Complex grounds for a "Springfest" on April 25-26, 2015; "Memorialfest" on May 23-25, 2015; and "Autumnfest" on October 3-4, 2015. | Approved |
| D. | Acknowledgment of the appointment of Kelly Paulin and Harold Plues to the governing board of the Beaver Valley Fire District for a term ending on December 31, 2018. | Acknowledged |
| E. | Acknowledgment of the resignation of Industrial Development Authority (IDA) Board Member William A. Byrne; the vacancy created by the passing of IDA Board Member Gerald Kohlbeck; and further, that the appointment of William A. "Bill" Bennett to said Board to fulfill Mr. Byrne's unexpired term of office be effective immediately and expiring on December 31, 2019, and the appointment of Trena Grantham to said Board to fulfill Mr. Kohlbeck's unexpired term of office to be effective immediately and expiring on December 31, 2016. | Appointed |

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|----|---|--------------|
| F. | Approval of an Application for a Special Event Liquor License submitted by the Globe Lions Club to serve liquor at the annual Friends of NRA (National Rifle Association) dinner to be held at the Gila County Fairgrounds Exhibit Hall on April 18, 2015. | Approved |
| G. | Approval to accept an Application for Water Franchise License submitted by Bonita Creek Land and Homeowners' Association to renew its franchise for an additional 15 years in order to continue providing water to the Bonita Creek community, and set a public hearing date of Tuesday, May 5, 2015, at 10:00 a.m. to consider the granting of said Franchise. | Approved |
| H. | Acknowledgment of the February 2015 monthly activity report submitted by the Clerk of the Superior Court's Office. | Acknowledged |
| I. | Acknowledgment of the February 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office. | Acknowledged |
| J. | Acknowledgment of the January 2015 monthly activity report submitted by the Recorder's Office. | Acknowledged |
| K. | Acknowledgment of the February 2015 monthly activity report submitted by the Payson Regional Constable's Office. | Acknowledged |
| L. | Approval of the March 3, 2015, Board of Supervisors' meeting minutes. | Approved |

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| M. | Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 2, 2015, to March 6, 2015; and March 9, 2015 to March 13, 2015. | Acknowledged |
| N. | Approval of finance reports/demands/transfers for the weeks of March 24, 2015, March 31, 2015, and April 7, 2015. | Approved |
| 6. | CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date. | Comments Provided |
| 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. | 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-3078

Presentation Agenda Item 2. A.

Regular BOS Meeting

Meeting Date: 04/07/2015

Submitted For: Adam Shepherd, Sheriff

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

Department: Sheriff's Office

Information

Request/Subject

Presentation of the 2014 Gila County Sheriff's Office Annual Report.

Background Information

It is a goal of the current Sheriff's Office Administration to produce a report of the activities annually to inform the public as to the actions taken by the Sheriff's Office.

Evaluation

N/A

Conclusion

The Gila County Sheriff's Office Annual Report is a general overview of the activities performed in 2014. The information contained in the annual report can help inform the public as to the actions taken by the Sheriff's Office and help identify those areas where a majority of the effort is being concentrated. By its very nature, criminal justice is a large portion of the County's budget, and out of respect for the high cost to the citizens we feel that it is our responsibility to produce an accounting of our activity.

Recommendation

To allow the Gila County Sheriff to present the 2014 Annual Report.

Suggested Motion

Presentation of the 2014 Annual Report for the Gila County Sheriff's Office. **(J. Adam Shepherd)**

Attachments

2014 Sheriff's Office Annual Report



Gila County Sheriff's Office

Annual Report 2014



Welcome

to the Gila County Sheriff's Office

Johnny Sanchez – Chief Deputy
Sarah White – Chief Administrative Officer
Travis Baxley – Task Force Commander
Keith Thompson-Lt Southern District
Tim Scott – Lt. Northern District



Mike Johnson- Undersheriff
Justin Solberg- Jail Commander
William Carlson – Lieutenant
Christine Duarte - Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

Dear Residents,

Welcome to the second Annual Report developed by the administration of the Sheriff's Office. It has been the highlight of my career to serve these last two years as your elected Sheriff, and I must say I couldn't have made it this far without the support of the residents of this great community. I would also like to take this opportunity to recognize my illustrious staff, without whom I could not meet all of the challenges of this demanding position. From Chief Deputy Sanchez down to the latest employee hired I have noticed a sincere effort to continually improve on our mission to serve the public in an efficient and effective way.

In keeping with the theme presented in the last report, we continue to commit ourselves to enhancing the way we communicate with the public. In addition to improving the flow of information both within and without the office, we have added some remarkable products that make it easier for members of the public to find information related to Gila County law enforcement. We have developed a Facebook page on which are posted the daily news releases and other items of interest (<https://www.facebook.com/>, search for "Gila County Sheriff's Office" and add the result with the most likes). On our website we have also added a link to "Offender Watch," which is a statewide system of sex offender tracking in where citizens can search any location and sign up for email alerts if an offender moves into a particular area (http://www.gilacountyaz.gov/government/sheriff/sex_offender_search.php). With the assistance of Freeport McMoran and the Gila County Attorney's Office we are once again able to offer a completely anonymous crime reporting system entitled "WeTip," in where citizens can report criminal activity and in some cases receive rewards (www.wetip.com, 1-800-78-crime).

It will continue to be the goal of this administration to increase the amount of internet based and other automated informational products intended to reduce the sometimes arduous task of having to make direct contact with the Sheriff's Office. By the end of this year we plan to automate jail inmate information so that citizens can search for data on incarcerated individuals. In the future we will be researching additional ways to facilitate the ability for members of the public to obtain information on their own.

Please feel free to contact any of the staff members listed in this report for concerns regarding their particular area of responsibility. For information on employment with the Sheriff's Office please visit http://www.gilacountyaz.gov/government/human_resources/employment/employment_opportunities.php by internet, the Sheriff's Office or Gila County Human Resources in person. There are also a great deal of volunteer opportunities with the Sheriff's Office, for further information please contact the Globe (928-425-4449) or Payson (928-474-2208) Administration offices.

Sincerely,

A handwritten signature in black ink that reads "J. Adam Shepherd".

Sheriff J. Adam Shepherd





Administration

Gila County Sheriff's Office Administration Services 2014 Summary



FY2014 Annual Operating Budget:
(July 1, 2013 through June 30, 2014)

Administration
Budget: 1,120,464.00

Patrol:
Budget: \$4,144,727.16

Dispatch:
Budget: \$1,011,545.19

Detention:
Budget: \$3,695,438.19

Detention Health Services:
Budget: \$736,744.01

Total FY2014 Budget:
\$10,708,918.55

Total FY2014 Revenue:
\$876,699.78

Total FY2014 Grant Revenue:
\$937,018.61

2014 Sheriff's Office Positions:

Administration:
Full-time: 14
Part-time: 4

Patrol:
Full-time: 46
Part-time: 1

Dispatch:
Full-time: 21

Detention:
Full-time: 63
Part-time: 3

Detention Medical Services:
Full-time: 6
Part-time: 1

Gang, Drug, & Violent Crimes Task Force:
Full-time: 4

Civil Papers Served: 1,004

Chief Administrative Officer
Sarah White



Executive Admin. Assistant
Amber Warden



Record's Supervisor
Misty Allinson

Vision Statement

The Gila County Sheriff's Office will support the citizens, visitors, and Justice System within Gila County by maintaining peaceful and orderly communities. We will be accessible and accountable to the citizens of our communities, providing them with economical, consistent, and compassionate service. We pledge the highest standard of professionalism, integrity, ethics, and performance as we deal with the communities that we serve in a fair and impartial manner. We welcome the diversities of our citizens and employees and encourage those diversities to further the abilities of this office.

Values

Which guide the Gila County Sheriff's Office

<i>Integrity</i>	<i>Professionalism</i>
<i>Compassion</i>	<i>Fairness</i>
<i>Leadership</i>	<i>Commitment</i>
<i>Dedication</i>	<i>Respect</i>
<i>Honesty</i>	<i>Consistency</i>





Field Services

Gila County Sheriff's Office Field Services 2014 Summary

DISPATCH

9-1-1 Calls: 21,033

Regular Calls: 36,276

ACTIVITIES:

Arrests: 1,081

Misdemeanor: 450

Felony: 485

Cite & Release: 146

Agency Assists: 193

Alarm Calls: 614

Burglary Calls: 228

Theft Calls: 380

Citations: 1,187

Criminal Speed: 2

Aggressive Driving: 2

Civil Speed: 379

Other Civil/Criminal: 675

DUI: 92

Misdemeanor: 77

Extreme DUI: 15

DUI Drug: 19

Underage Drinking Violations: 18

Collision: 165

Fatal: 4

Injury: 60

Pedestrian: 2

Other Collisions: 99

TRAINING:

Training Hours Received: 1,662.5 hrs.

AACOP "Case Study Chris Dorner Manhunt and Shootout", AACOP National Drug Control Policy Presentation, Active Shooter/Homicide Course, Advanced Collision Investigation, Advanced Domestic Violence, ALP #8-Orientation, ANOA Cartels in the Neighborhood Below 100, Arizona Medical Marijuana Act, Auto Theft Investigations for Patrol, AZ Pawn/Property Recover L/E 2013 Seminar, AZPOST Driving Simulator-Decision Making, AZPOST Discretionary Shoot, AZPOST Firearms Qualification, AZPOST-NAFTO Basic FTO Course, Basic Equine Investigations, Basic Forensic Interview Drug Endangered Children, Basic Victim's Rights, Basic/Advanced Criminal Gangs, Blue Courage Presentation, Bomb Awareness, Child Physical Abuse Training, CID Transitional School, Civil Process/Address Confidentiality Program, Clandestine Lab ReCert Training, Clandestine Lab Response, Commercial Motor Vehicle Criminal Interdiction, Community response for kids endangered by drugs, CPR, Cyber Investigations 100, Cyber Investigations 100-ISEE, D.T./Impact weapons-expandable baton, Defensive Tactics, Drug Endangered Children, Drug Endangered Children Investigations, Elder Abuse Investigations, Exploring the Sexual Offender & Physical Abuser, Firearms Instructor, FTO Management Course, Fugitive Investigations, Games Inmate Play, General Instructor, Generational Leadership, GPS Interrogation, GPS Interrogation, Handcuffing, Human Trafficking Investigations, InCop 1, The roll or the line Officer, InCop 2, Build a Base, Source Development, InCop 3, Build a Shield, Terrorism Awareness, InCop 4, Build a Bridge, The Analytical Perspective, Informant Development, Inland Search Management for AZ SAR Coordinators, Internal Affairs, Internet Data Mining for the Investigator, Investigating Prescription Drug Crimes, Landlord Tenant Act, Level II Advanced National Boating Accident Investigation, Mandatory Reporter Training, Medical Marijuana in Arizona, Metal Theft/Motorcycle Profiling/ADOT Permits, Multi-hazard Emergency Planning for Schools, On the Mark Leadership School Safety Program, Order of Protection Training, Patrol Rifle Instructor Development Course, Physical Fitness Testing, Police Supervision, Precision Rifle Instructor Development Course, Predominant Aggressor, Pre-Hospital Trauma Life Support, Replevins, Rifle Qualification, S.T.O.P., SB1070 AZ Immigration Law, Search Warrant Writing, Seizures & Auctions, Shotgun Qualification. Specialized Concealment, Stalking Investigations, Strangulation & Suffocation Investigations, Street Crimes, Summons & Subpoenas, The Winning Mind, Traffic Reconstruction I & II, Watercraft for Law Enforcement.

Chief Deputy

Johnny Sanchez



Undersheriff

Michael Johnson



Lieutenant-Southern District

Keith Thompson



Lieutenant-Northern District

Timothy Scott





Detention Services

Gila County Sheriff's Office Detention Services 2014 Summary

ACTIVITIES:

Total Booking for 2014: 3,442
Globe: 1,923
Payson: 1,519

Total Releases for 2014: 3,449
Globe: 2,219
Payson: 1,230

Inmates transported to Court: 5,029

Total Inmates transferred to DOC: 201

Total miles for transports: 214,421

Inmates seen by medical staff: 1,331
Male: 796
Female: 535

TRAINING:

Academy Hours Received: 680 hrs.

Advanced Hours Received: 3,461 hrs.

Total Training Hours: 4,141 hrs.

Average Number of Inmates for 2014:

151 per month

Inmate Offenses in 2014 by %

- 23% Drug Offenses
- 18% Warrants
- 16% DUI or Driving Offenses
- 16% Violent Crimes
- 7% Court Transports
- 6% Misc.
- 5% Thefts, Burglaries, Fraudulent Schemes
- 3% Shoplifting, Trespassing, and Public Intoxication
- 2% Child Support
- 2% Child Crimes
- 1% Murder/Attempted Murder
- 1% Mental Health

Programs offered to Inmates:

- General Equivalency Diploma (GED)
- Faith-based Services
- Alcohol Anonymous (AA)
- Narcotics Anonymous (NA)
- Visitation
- Inmate Recreation

Jail Commander

Justin Solberg



Lieutenant-Southern District

Christine Duarte



Lieutenant-Northern District

Swede Carlson





Lake Patrol & Dive Team Unit

Gila County Sheriff's Office Lake Patrol & Dive Team 2014 Summary

ACTIVITIES:

Calls for Service: 2,370

Medical Calls: 347

Boat Sinking: 5

Forest Service Calls: 381

Watercraft Inspections: 155

Motorist Assists: 51

Agency Assists: 46

Alarm Calls: 27

Burglary Calls: 6

Theft Calls: 39

OUI: 1

Citations: 94

Collision: 23

Injury: 13

Other Collisions: 10

GILA COUNTY SHERIFF'S OFFICE DIVE TEAM:

Members: 14

Divers: 11

Surface Personnel: 3

DIVE TEAM ACTIVITIES:

Body Recoveries: 0

Agency Assists: 2

TRAINING: 24 Divers

Training Hours Received: 520 hrs.

Basic Open Water Diver, Deep Diver, Dry Suit Diver, Night/Limited Visibility, Full Face Mask Diver, Underwater Navigation, Altitude Diver, Computer Diver, Dive master, Visual Inspection Procedure SCUBA Cylinder Maintenance, Instructor Candidate Training.

Training Hours Given to Outside Agencies: 450 hrs.

Basic Open Water Diver, Deep Diver, Dry Suit Diver, Night/Limited Visibility, Full Face Mask Diver, Underwater Navigation, Altitude Diver, Computer Diver, Dive master.

FACTS ABOUT ROOSEVELT LAKE:

- Largest lake or reservoir located entirely within the state of Arizona
- 22.4 miles long
- 128 miles of shoreline
- 21,500 surface acres
- Fish species include: large and smallmouth bass, bluegill, channel, catfish, and crappie.

GILA COUNTY SHERIFF'S OFFICE BOAT INVENTORY:

- B02-Achilles 14' Rubber Raft
- B04-Boston Whaler Patrol Boat
- B06-Triton 24' Patrol Boat
- B07-Triton 24' Patrol Boat
- B08-Boston Whaler Dive Boat
- B09-Boston Whaler Patrol Boat

Total Gila County Sheriff's Office
Boats:





Drug, Gang and Violent Crime Task Force

Gila County Drug, Gang & Violent Crimes Task Force 2014 Summary

ACTIVITIES:

Interdiction Stops: 1,671

Arrests: 372

Drug: 256

Non-Drug: 116

Knock & Talks/Consent: 228

Drug: 162

Warrants: 65

Stolen Property: 1

Agency Assists: 432

**Marijuana Eradication
Investigations: 31**

Marijuana Grow Located: 5

Executed Search Warrants: 41

Gang Members Identified: 19

Drug Paraphernalia items seized: 301

TRAINING:

Training Hours Received: 1,086 hrs.

ATT Program for Criminal Investigation Transition, ATT Program for D.P.S. Records, Case Law in Drug Investigations, Criminal Investigation Transition School, Desert Snow Criminal Interdiction Training, Defensive Tactics (Baton), E-Ticket Training, FBI-CEJUS Training, Firearms, Fugitive Apprehension Investigations, General Instructor, Interview and Interrogation, K-9 Survival Seminar, K-9 (Explosives, Narcotics, Patrol), Native MERICAN Tribal Laws, Physical Fitness Assessment, Surveillance Techniques, Spillman Technologies, Tactical Firearms (handguns, rifles, shotguns, non-lethal weapons), Undercover Techniques and Survival Course.

**Training Hours Given to Outside
Agencies: 242.5 hrs.**

ATT Program for Criminal Investigation Transition, ATT Program for D.P.S. Records, Firearms (handgun, rifle, shotgun, non-lethal weapons), K-9 (Explosives, Narcotics, Patrol, Accelerants), Tactical Firearms (handgun, rifle, shotgun, non-lethal weapons)

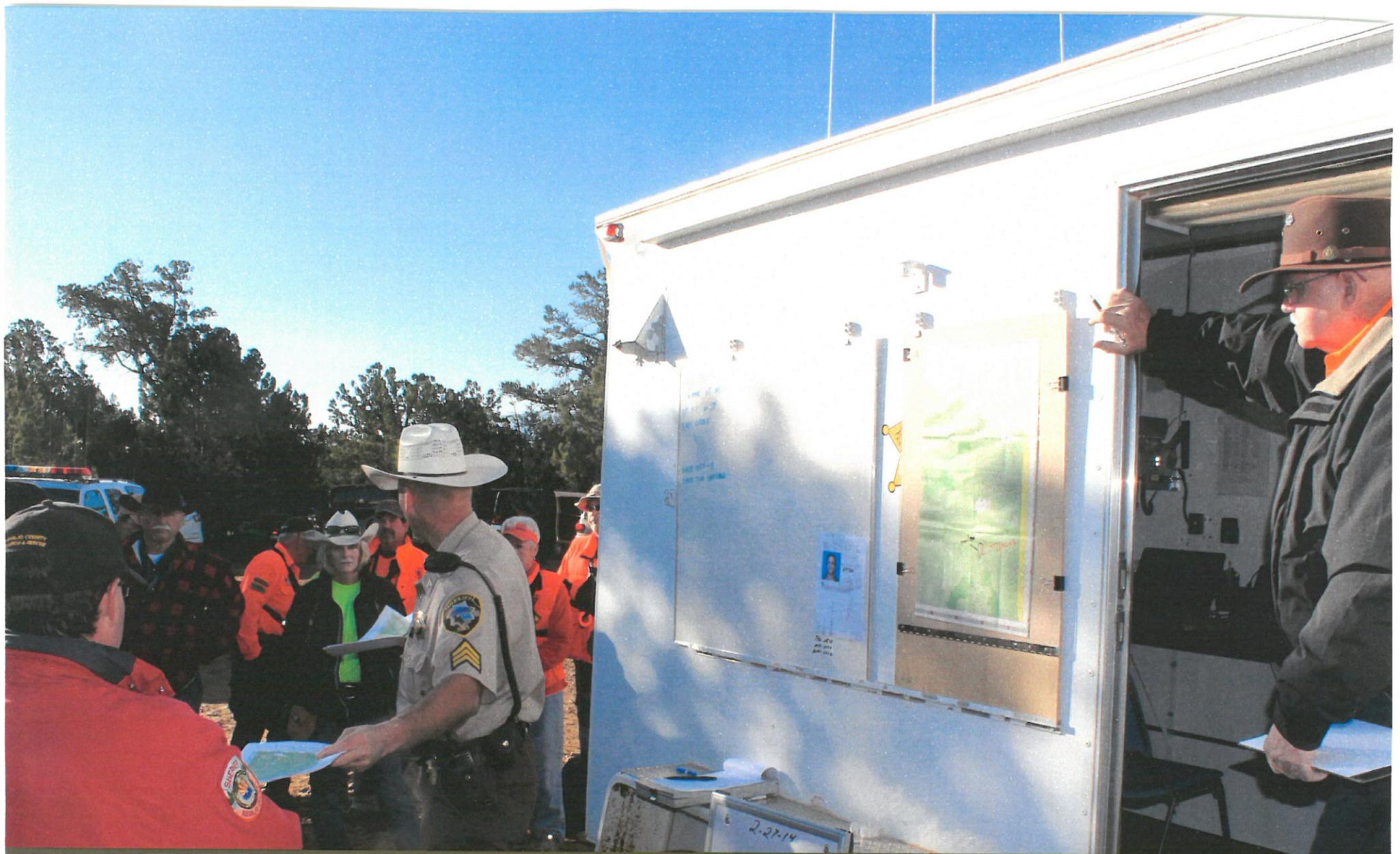
DRUGS SEIZED IN GILA COUNTY:

- Marijuana:
76,919.7 grams= 169.58 pounds
Street value: \$93,856.00
- Marijuana plants seized:
100 plants= 250 pounds
Street value: \$120,000.00
- Methamphetamine seized:
13,612.92 grams= 30.01 pounds
Street value: \$1,424,392.00
- Heroin seized:
120.9 grams
Street value: \$11,340.00
- Hashish seized:
340.02 grams
Street value: \$20,401.00
- Cocaine seized:
754.3 grams
Street value: \$27,430.00
- Psilocybin (shrooms) seized:
9.5 grams
Street value: \$950.00
- Prescription pills seized:
178 dosages
Street value: \$3,560.00

**TOTAL STREET VALUE OF ALL
DRUGS SEIZED:**

\$1,701,929.00





Volunteer Programs

Gila County Sheriff's Office Volunteer Programs 2014 Summary

- **Community Emergency Response Team (CERT)**

Members: 26

Events: 7

Total Volunteer Hours: 620

- **Sheriff's Office Posse-Globe**

Members: 14

Events: 210

Total Volunteer Hours: 3,315

Total Miles Driven: 19,580

- **Sheriff's Office Search & Rescue-Globe**

Members: 22

Missions: 3

Total Volunteer Hours: 1,440

Total Miles: 7,044

- **Sheriff's Office Posse-Payson**

Members: 29

Events: 299

Total Volunteer Hours: 6,376

Total Miles: 27,332

- **Sheriff's Office Mounted Posse**

Members: 33

Missions: 80

Total Volunteer Hours: 2,055

Total Miles: 9,790

- **Tonto Rim Search & Rescue**

Members: 77

Missions: 42

Total Volunteer Hours: 6,664

Total Miles: 24,101



Volunteer Savings for Gila County FY2014:

CERT:

\$12,592.20

Posse-Globe:

\$67,327.65

Search & Rescue-Globe:

\$29,246.40

Posse-Payson:

\$129,496.56

Mounted Posse:

\$41,737.05

Tonto Rim Search & Rescue:

\$135,345.84

Total Savings FY2014:

\$415,745.70



Building Community

Gila County
Sheriff's Office

Gila County Sheriff's Office

Supporting the Communities We Serve

- “Christmas for Kids” Tonto Apache Tribe
- Cobre Valley Regional Medical Center Health Fair
- “Fishing With Attitude”
- Freeport McMoran Job Fair
- Halloween Walk Downtown Globe
- Kindergarten Round up
- Gila County Fair
- Gila County Health Fair
- Gila County Humane Society
(A special thanks to the Pet Club for their donation)
- 7,004.9 lbs. Dog Food
- 380.1 lbs. Cat Food
- 170 lbs. Treats
- Trunk-or-Treat Main Street-Payson
- Payson Rodeo
- Special Olympics Torch Run/Breakfast of Champions
- STEM Fest Globe & Payson
- Walmart Craft Fair

If you have an event and would like the Gila County Sheriff's Office to participate, please call (928) 425-4449 (Globe) or (928) 474-2208 (Payson).





Gila County Sheriff's Office
Armed Forces Veteran Employees and Volunteers

Baxley, Travis-Air Force
Bennett, Bradley-Air Force
Berry, David-Marines
Boyer, Roland-Navy & Army Reserves
Bucholz, Dave-Army
Burkhardt, Dave-Air Force
Carlson, William-Air Force
Charles, Cassandra-Air Force
Charles, Keith-Navy
Christy, Chris-Army
Clark, Mike-Army
Coddington, Jerry-Air Force
Conover, Charlie-Navy
Cronk, Rodney-Army
Decker, Art-Marines
Dirks, Brian-Navy
Durst, Ted-Army
Elledge, Joseph-Navy
Floyd, Darrell-Marines
Floyd, Eddy-Air Force
French, Felicia-Army
Frommelt, Paul-Army
Giarraputo, Bobby-Army
Guerrero, Tony-Army & National Guard
Hanse, Ronald-Marines
Hassinger, Larry-Air Force
Hill, Michael-Army
Holmes Jr., Johnny-Army National Guard
Hornung, David-Coast Guard
Houghton, Bill-Air Force
Hudgens, Terry-Army National Guard
Jenkins, Darrell-Army
Mahr, Don-Air Force
Mathews, Jack-Navy
McClure, Jeff-Air Force
McGroarty, Christopher-Navy
McMillion, Jim-Army
Molitor, Larry-Army
Morgan, Paul-Army
Morris, Gary-Air Force
Newman, Dennis-Air Force & Army National Guard
Nudson, Thor-Coast Guard
Padgett, Penni-Army
Palmer, Mel-Army
Peeper, Marc-Marines
Phelps, Richard-Navy
Pirtle, Dave-Air Force
Roberts, Kevin-Army
Salcido, Art-Navy
Schreck, Frank-Air Force
Schuler, Robert-Navy
Schwanke, Bob-Coast Guard
Scott, George-Navy
Shapiro, Howard-Navy
Smith, Grant-Army
Solberg, Justin-Army & Air Force Reserve
Spicer, Ed-Air Force
Stockwell, Richard-Coast Guard
Swenson, John-Air Force
Tarango, Jimmy-Army
White, Mike-Air Force

The Gila County
Sheriff's Office
would like to
honor and thank
our veterans who
have served their
Country and
continue to serve
their Community.



Gila County Sheriff's Office Contact Information

Visit our website: www.gilacountyaz.gov

Gila County Sheriff's Office
1100 South Street
Globe, Arizona 85502
(928) 425-4449

Administrative Services
1177 East Monroe Street
Globe, Arizona 85501
(928) 402-1884

Payson Substation
108 West Main Street, Ste. A
Payson, Arizona 85541
(928) 474-2208

Roosevelt Substation
28449 North Hwy 188
Roosevelt, Arizona 85545
(928) 467-2515

Young Substation
4677 North Highway 288
Young, Arizona 85554
(928) 462-7920

Services Provided by the Gila County Sheriff's Office

- Boat Safety Program
- Car Seat Check
- Citizen Academy
- Civil Service
- Community Outreach
 - School Presentations
 - K-9 Presentations
 - Gun Safety (Eddie the Eagle)
 - Drug Presentations
- Event Security
- Explorer Program
- Extra Neighborhood Patrol
- Fingerprinting
- Neighborhood Watch Programs
- Offender Watch
- School Resource Officers
- Southern Gila County Network Team (SGNET)
- "Spend the Night in Jail" Program
- Vin Inspections
- Volunteer Programs
 - CERT Team
 - Posse
 - Search & Rescue
 - Mounted Posse
- WeTip

ARF-3089

Public Hearing 3. A.

Regular BOS Meeting

Meeting Date: 04/07/2015
Submitted For: Malissa Buzan
Submitted By: Patricia Campos, Section 8 Housing Program Administrator, Community Services Division
Department: Community Services Division Division: Comm. Action Program/Housing Servs.

Information

Request/Subject

Resolution No. 15-02-05 authorizing the Gila County Housing Authority to submit its Public Housing Authority (PHA) Five-Year (Fiscal Years 2015-2020) and Annual Plan (Fiscal Year 2015).

Background Information

Not less than once every 5 fiscal years, each public housing agency shall submit to the Secretary a plan that includes, with respect to the 5 fiscal years immediately following the date on which the plan is submitted—

(A) a statement of the mission of the public housing agency for serving the needs of low-income and very low-income families in the jurisdiction of the public housing agency during such fiscal years; and
(B) a statement of the goals and objectives of the public housing agency that will enable the public housing agency to serve the needs identified pursuant to subparagraph

The 5-year plan shall include a statement by any public housing agency of the goals, objectives, policies, or programs that will enable the housing authority to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.

For each annual fiscal year after the initial submission of an annual plan under this subsection by a public housing agency, the public housing agency may comply with requirements for submission of a plan under this subsection by submitting an update of the plan for the fiscal year.

Evaluation

The Gila County Housing Authority has updated its Five-Year Plan for fiscal years 2015-2020 and Annual Plan for fiscal year 2015 with new policies and regulations, which needs to be reviewed and adopted by the Board of Supervisors.

Conclusion

The Gila County Housing Five-Year (FY 2015-2020) and Annual Plan (FY 2015) has been updated and has been submitted to the Gila County Board of Supervisors for approval. A public hearing needs to be held by the Board of Supervisors to provide the public with an opportunity to comment on the Revised PHA Annual Plan prior to the Board considering its approval.

Recommendation

The Community Services Division Director recommends that the Board of Supervisors adopt Resolution No. 15-02-05, which will allow the Gila County Public Housing Authority to submit its Revised Gila County Housing Authority 5-Year (Fiscal Years 2015-2020) and Annual Plan (Fiscal Year 2015) to the U.S. Department of Housing and Urban Development.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 15-02-05, which authorizes the Gila County Housing Authority to submit its Five-Year (FY 2015-2020) and Annual Plan (FY 2015) to the U.S. Department of Housing and Urban Development. **(Malissa Buzan)**

Attachments

Resolution No. 15-02-05

Annual Plan

Notice of Public Hearing 2015



RESOLUTION NO. 15-02-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE GILA COUNTY HOUSING AUTHORITY TO SUBMIT ITS PHA (PUBLIC HOUSING AUTHORITY) 5-YEAR (FISCAL YEARS 2015–2020) AND ANNUAL PLAN (FISCAL YEAR 2015) TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the Department of Housing and Urban Development (HUD) requires Housing Agencies to update their Agency 5-Year (Fiscal Years 2015-2020) and Annual Plan (Fiscal Year 2015); and,

WHEREAS, Gila County has held a public hearing to receive public comment on the 5-Year (Fiscal Years 2015-2020) and Annual Plan (Fiscal Year 2015). The Plan has also been reviewed by the Section 8 Resident Advisory Board;

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

- The Gila County Housing 5-Year (Fiscal Years 2015-2020) and Annual Plan (Fiscal Year 2015) is hereby approved.
- The Chairman of the Gila County Board of Supervisors is authorized and directed to execute the required certifications of compliance associated with the Gila County Housing Authority's Plan and related regulations.

PASSED AND ADOPTED this 7th day of April 2015, at Globe, Gila County, Arizona

GILA COUNTY BOARD OF SUPERVISORS

Attest:

Michael A. Pastor, Chairman

Marian Sheppard, Clerk of the Board

Approved as to form:

Bryan Chambers
Deputy County Attorney/Civil Bureau Chief

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Gila County Payment Standards

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PHA 5-Year and Annual Plan

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

**OMB No. 2577-0226
Expires 4/30/2011**

1.0	PHA Information PHA Name: <u>Gila County Housing Authority</u> PHA Code: <u>AZ045</u> PHA Type: <input checked="" type="checkbox"/> Small <input type="checkbox"/> High Performing <input type="checkbox"/> Standard <input checked="" type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>7/2015</u>				
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>0</u> Number of HCV units: <u>53</u>				
3.0	Submission Type <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program PH HCV
	PHA 1:				
	PHA 2:				
	PHA 3:				
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.				
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: To promote adequate and affordable housing, economic opportunity & suitable living environment free from discrimination.				
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. <ul style="list-style-type: none"> • Maintain/Increase the availability of decent, safe and affordable housing. • Ensure utilization rate at 100% • Continue to conduct outreach efforts to landlords to encourage their participants in the HCV program. • Conduct regular landlord briefings making available current information and landlord packets. • Continue continuous outreach to property owners to increase the options available to the GC HVC Program. • Ensure equal opportunity and affirmatively further fair housing. • Continue to strive to provide the best customer service to all persons seeking assistance or information. • Further educate HCV staff on the Violence Against Woman Act (VAWA), Landlord/Tenant Act, reasonable accommodations and fair housing compliance guidelines. • Improve/maintain voucher management rating through the Section Eight Assessment Program (SEMAP). • Continue to provide referrals to programs and services to meet a variety of needs. • Continue to provide reasonable accommodations to persons with disabilities. 				
6.0	PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: <ul style="list-style-type: none"> • Utility Allowances: The utility allowances are revised annually and implemented on the next regularly scheduled reexamination of family income. • Payment Standards are revised and adjusted annually. • The Gila County updated its Administrative Plan to implement key changes signed into law on the Violence Against Women Reauthorization Act of 2013. VAWA 2013 implemented several key changes related to Housing protections for victims of domestic violence, dating violence, and sexual assault or stalking. (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. The Referenced documents are available for public review at the Gila County Community Services Division and the Main PHA Administrative offices.				
7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i>				
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.				

8.1	<p>Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p>
8.2	<p>Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p>
8.3	<p>Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p>
9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Shortage affordable housing for all eligible populations and unit sizes</p>
9.1	<p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p>
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <ul style="list-style-type: none"> • Completed revisions, as necessary, to its Administrative Plan and included regulatory revisions within HUD timeframes • Reviewed the GCH Payment Standard and Utility Allowances annually and made adjustments as necessary • GHC will still conduct landlord outreach briefings • Continue to prepare for the annual SEMAP review • Continue to provide resources and referral information on VAWA, Fair Housing and Americans with Disabilities <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p>On August 1, 2012 a HUD Technical Assistance visit was conducted for our Section 8 SEMAP review.</p> <p>Substantial Deviations and Significant Amendments or Modifications are defined as a change that will negatively impact a majority of Section 8 participants or waiting list applicants, except when the change is determined to be necessary in order to comply with regulatory requirements, respond to funding constraints, or respond to a federally, state or locally declared emergency. Substantial deviations or significant amendments or modifications additionally are defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the mission, goals, objective, or plans of the agency and which require formal approval of the Board of Supervisors.</p>
11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) Attached</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) N/A</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) N/A</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) N/A</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) N/A</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. On March 2, 2015 the PHA consulted with the Resident Advisory Board (RAB) on the approval of version AZ045V01 of the 5-year agency plan and Annual plan to discuss the revisions to the Gila County Housing Administrative Plan. No comments were received by the RAB during this meeting.</p> <p>(g) Challenged Elements N/A</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) N/A</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only) N/A</p>

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

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

Instructions form HUD-50075

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

1.0 PHA Information

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

2.0 Inventory

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

3.0 Submission Type

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

4.0 PHA Consortia

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

5.0 Five-Year Plan

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

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

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

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

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

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

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

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

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

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

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

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

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

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

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

- (a) **Hope VI or Mixed Finance Modernization or Development.** **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: **(1)** A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent that **approved and/or pending** demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: **1)** A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

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

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

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

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

1. At the end of the program year; until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

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

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

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

<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

- 9.0 Housing Needs.** Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**
- 9.1 Strategy for Addressing Housing Needs.** Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**
- 10.0 Additional Information.** Describe the following, as well as any additional information requested by HUD:
- (a) Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**
 - (b) Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

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

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

- (a) Form HUD-50077, PHA Certifications of Compliance with the PHA Plans and Related Regulations**
- (b) Form HUD-50070, Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)**
- (c) Form HUD-50071, Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)**
- (d) Form SF-LLL, Disclosure of Lobbying Activities (PHAs receiving CFP grants only)**
- (e) Form SF-LLL-A, Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)**
- (f) Resident Advisory Board (RAB) comments.**
- (g) Challenged Elements.** Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.1.
- (i) Form HUD-50075.2, Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.2.

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

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 2015, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

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

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Gila County Housing Authority

AZ045

PHA Name

PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 2015 - 2020

Annual PHA Plan for Fiscal Years 2015 - 2016

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

Name of Authorized Official

Michael A. Pastor

Title

Board of Supervisors, Chairman

Signature

Date

April 7, 2015

APPROVED AS TO FORM:

April 7, 2015

Bryan B. Chambers,
Deputy County Attorney/Civil Bureau Chief

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

**Certification by State or Local Official of PHA Plans Consistency with the
Consolidated Plan**

I, Michael A. Pastor the Board of Supervisors Chairman certify that the Five Year and Annual PHA Plan of the Gila County Housing is consistent with the Consolidated Plan of Gila County, Arizona prepared pursuant to 24 CFR Part 91.

Signed / Dated by Appropriate State or Local Official

Civil Rights Certification

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 Expires 4/30/2011

Civil Rights Certification**Annual Certification and Board Resolution**

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

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

 PHA Name

 PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)	
Name of Authorized Official	Michael A. Pastor
Title	Board of Supervisors Chairman
Signature	Date 04/07/2015



Gila County Community Services Division

"A Community Action Agency"

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

(928) 425-7631

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

January 13, 2015

Dear Section 8-Housing Choice Voucher Tenant:

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

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

If you are interested in sitting on this committee, please be kind enough to respond by January 23, 2014 either by:

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

Respectfully,

Patricia Campos
Program Administrator

Equal employment opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

800-304-4452 Toll Free
Countywide T.T.Y. 7-1-1



_____ Yes, I am interested in being a member of the Resident Advisory Committee.

_____ Yes, I am interested in being a member of the Resident Advisory Committee, and to be a member of the Resident Membership on the PHA Board or Governing Body.

_____ No, I am not interested in being a member of the Resident Advisory Committee or to be a member of the Resident Membership on the PHA Board or Governing Body.

Name: _____

Address: _____

Telephone Number: _____

Comments:





Gila County Community Services Division

"A Community Action Agency"

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

(928) 425-7631

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

March 6, 2015

Membership of the Resident Advisory Committee/Resident Membership on PHA Board

RE: Annual Plan Review

Dear Participant:

On January 13, 2015 you were sent an invitation to participate on the Housing Resident Advisory Committee and to be a member on the PHA Board or Governing Body. You replied, and were interested in participating on both. Please review the enclosed plan and comment if necessary by March 20, 2015.

There will be an Advisory Board Meeting scheduled for March 20, 2015 at 10:00am located at 5515 S. Apache Ave Suite 200, Globe AZ 85501

If you have any questions or require additional information, please call me at 928-402-8661.

Thank you,

Patricia Campos
Gila County Housing
Program Administrator

Enclosures

Equal employment opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

800-304-4452 Toll Free

Countywide T.T.Y. 7-1-1





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HOUSING CHOICE VOUCHER RESIDENT ADVISORY BOARD MEETING

**Gila County Community Services
5515 S Apache Avenue, Suite 200
(Main Conference Room)
Globe, Arizona 85501**

March 2, 2015

10:00 a.m.

AGENDA

- I. Call to Order/Welcome
- II. Roll Call
- III. Approval of FY 2015 Annual Plan
- IV. Update Report
- V. Director's Report Malissa Buzan, Housing Director
- VI. Financial Report Nick Montague, Divisional Fiscal Manager
- VII. New Business
 - a. Housing Updates Patricia Campos, Housing Coordinator
 - b. AZ Housing Updates
 - c. Review Administrative Plan changes
- VIII. Next Meeting Information
- IX. Adjournment

Equal employment opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

800-304-4452 Toll Free
Countywide T.T.Y. 7-1-1



Required Attachment ii: Membership of the Resident Advisory Board or Boards

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provided a description sufficient to identify how members are chosen).

Members:

Rose Durst	Michelle Dillard
Payson, AZ	Globe, AZ

The GCHA sent notices to all residents that a Resident Advisory Board would be created and invited residents to participate. Only 2 responded to our inquiry, 0 of them followed through the process of reviewing the plan.

0 (Members) had no comments and approved the plan as written as well as being very appreciative of the program.

**Financial Resources:
Planned Sources and Uses
Gila County - AZ045**

	<u>Sources</u>	<u>Planned \$</u>	<u>Planned Uses</u>
1	<i>Federal Grants (FY 2015 Grants)</i>		
a	Public Housing Operating Fund	\$ -	
b	Public Housing Capital Fund	\$ -	
c	HOPE VI Revitalization	\$ -	
d	HOPE VI Demolition	\$ -	
e	Annual Contributions for Section 8 Tenant-Based Assistance	\$ -	
f	Public Housing Drug Elimination Program (including any Technical Assistance funds)	\$ -	
g	Resident Opportunity and Self-Sufficiency Grants	\$ -	
h	Community Block Grant	\$ -	
i	HOME	\$ -	
2	<i>Other Federal Grants (list below)</i>		
a	Housing Choice Voucher	\$ 308,800.00	Section 8 Client Assistance
b	FSS Coordinator Grant	\$ -	
3	<i>Prior Year Federal Grants (Unobligated funds only) (list below)</i>		
a		\$ -	
4	<i>Public Housing Dwelling Rental Income (list below)</i>		
a		\$ -	
5	<i>Other Income (list below)</i>		
a	Fraud/Recovery Collection-Section 8	\$ -	Program Operations
b	Section 8 Administrative Fees	\$ 23,000.00	Program Operations
c	Section 8 Portable Admin Fees	\$ 5,900.00	Program Operations
6	<i>Non-federal sources (list below)</i>		
a	Gila County General Fund	\$ 47,000.00	Program Operations
	TOTAL Resources:	\$ 384,700.00	



Gila County Community Services Division

"A Community Action Agency"

5515 S. Apache Ave. Suite 200, Globe, AZ 85501

(928) 402- 8650

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

Date: March 23, 2015

To: H.U.D.

From: Gila County Section 8 Housing Choice Voucher Program

RE: Gila County Audit

The last completed Gila County Audit is for 2012, there were no findings for our Housing Choice Voucher program.

The Gila County 2013 audit is not completed yet.

Thank you,



RESOLUTION NO. 15-02-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA AUTHORIZING THE GILA COUNTY HOUSING AUTHORITY TO SUBMIT ITS PHA (PUBLIC HOUSING AUTHORITY) 5- YEAR(S) 2015 - 2019 AND ANNUAL PLAN FOR FISCAL YEAR 2015 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the Department of Housing and Urban Development (HUD) requires Housing Agencies to update their Agency 5-Year (FY) 2015 – 2019 and Annual Plan for Fiscal Year (FY) 2015.

WHEREAS, Gila County has held a public hearing to receive public comment on the 5-Year (FY) 2015 – 2019 and Annual Plan for Fiscal Year (FY) 2015. The Plan has also been reviewed by the Section 8 Resident Advisory Board.

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

- The Gila County Housing 5-Year (FY) 2015 – 2019 and Annual Plan for Fiscal Year (FY) 2015 is hereby approved.
- The Chairman of the Gila County Board of Supervisors is authorized and directed to execute the required certifications of compliance associated with the Gila County Housing Authority's Plan and related regulations.

PASSED AND ADOPTED this 7th day of April 2015, at Globe, Gila County, Arizona

GILA COUNTY BOARD OF SUPERVISORS

ATTEST

Michael A. Pastor, Chairman

Marian Sheppard, Clerk of the Board

Approved as to form:

Bryan Chambers
Deputy County Attorney/Civil Bureau Chief



Gila County Community Services Division

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

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

Purpose and Applicability

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

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

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

Goals and Objectives

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by GCHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by GCHA.

Other GCHA Policies and Procedures

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

Definitions

As used in this Policy:

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

B. *Dating Violence* – means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) the existence of such a relationship is determined based on the following factors:

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

C. *Stalking* – means –

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

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

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

E. *Affiliated individual* of a victim means, with respect to an individual –

(A) a spouse, parent, brother, sister, or child of that individual, or an individual to whom that person stands in loco parentis; or

(B) any individual, tenant, or lawful occupant living in the household of the individual.

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

Denials of Admissions, Termination of Tenancy or Assistance

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

Criminal activity directly related to the abuse

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

"Actual and imminent threat" provision

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

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

Victims must be held to the same standard as other tenants

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

Bifurcation

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

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

Portability

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

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

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

Certification

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

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

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

C. Other permissible documents:

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

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

Conflicting certification

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

Emergency Transfers

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

Confidentiality

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

Court Orders/Family Break-up

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

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

Relationships with Service Providers

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

Notification and Language Access

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

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

Relationship with Other Applicable Laws

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

Amendment

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

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

**Gila County
Section 8~
Housing Choice Voucher Program
Payment Standards**

**Gila County Payment Standards
At 100% of the
Fair Market Rents**

0 Bedroom ~	\$597
1 Bedroom ~	\$622
2 Bedroom ~	\$838
3 Bedroom ~	\$1210
4 Bedroom ~	\$1420

Effective November 1, 2014

NOTICE OF PUBLIC HEARING

Gila County Housing Authority has developed its Agency 5-Year and Annual Public Housing Authority Agency (PHA) Plan for the Fiscal Year 2014 – 2015 in compliance with the Quality Housing and Work Responsibility Act of 1998. The proposed plan and its supporting documents are available for review at the Gila County Community Services Housing Department, located at 5515 S. Apache Ave., Suite 200 Globe, Arizona from 8:00 a.m. To 5:00 p.m. In addition, a Public Hearing will be held on April 7, 2015 at 10:00 a.m., at the regularly scheduled Board of Supervisors Meeting, Board of Supervisors' Hearing Room, located at 1400 E. Ash Street Globe, Arizona.

Written comments on this plan must be submitted in writing no later than March 27, 2015 to the Housing Department at the address Housing Services-Housing Choice Voucher program at 5515 S. Apache Ave. Suite 200, Globe AZ 85501

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

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



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ARF-3046

Public Hearing 3. B.

Regular BOS Meeting

Meeting Date: 04/07/2015

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

Gila County Floodplain Management Ordinance Amendment

Background Information

An amendment is proposed to the Gila County Floodplain Management Ordinance. Notice of this proposed amended ordinance has been published prior to this hearing in accordance with Section 8.2 of the Gila County Floodplain Management Ordinance and per statutory requirement.

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.

Conclusion

This Ordinance amendment is necessary to correct erroneous references, 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 proposed amendment to the Gila County Floodplain Management Ordinance, to supersede the currently-effective ordinance.

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 regarding the proposed amendment to the Gila County Floodplain Management Ordinance to supersede the current Gila County Floodplain Management Ordinance, as amended October 26, 2010. **(Darde de Roulhac)**

(Motion to adjourn as the Board of Directors of the Gila County Flood Control District and reconvene as the Gila County Board of Supervisors.)

Attachments

Final Ordinance

Ordinance Additions / Deletions

Explanation

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,
Deputy County Attorney / Civil Bureau Chief

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: ~~the~~ 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 3.101; 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;~~

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

~~34.~~ The flood vent certification required in sections 5.2.C.3, 5.2.C.4, and 5.2.C.5; and

~~45.~~ 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.
 - fe. 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 E~~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)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 **October 26, 2010** ~~the effective date of this ordinance~~ 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 ~~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.

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,
Deputy County Attorney / Civil Bureau Chief

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: ~~the~~ 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 3.101; 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;~~

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

~~34.~~ The flood vent certification required in sections 5.2.C.3, 5.2.C.4, and 5.2.C.5; and

~~45.~~ 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.
 - fe. 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 E~~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)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 **October 26, 2010** ~~the effective date of this ordinance~~ 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 ~~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-3076

Regular Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 04/07/2015
Submitted For: Malissa Buzan
Submitted By: Leitha Griffin, Administrative Assistant, Community Services Division
Department: Community Services Division Division: Administration

Information

Request/Subject

Adoption of Proclamation No. 2015-02 proclaiming April as Fair Housing Month in Gila County.

Background Information

Each April, the U.S. Department of Housing and Urban Development (HUD) uses Fair Housing Month to mark the passage of the 1968 Fair Housing Act, the landmark law passed shortly after the assassination of Dr. Martin Luther King, Jr. which prohibits housing discrimination based on race, color, national origin, religion, sex, disability, and family status. This year's Fair Housing Month theme is "Fair Housing is Your Right: Use It!"

Evaluation

In an effort to raise awareness regarding the Fair Housing Act, the Gila County Community Services Division/ Housing Services would like to join the nation in proclaiming April as Fair Housing Month.

Conclusion

By the Board of Supervisors adopting Proclamation No. 2015-02, Gila County will join in a national effort proclaiming April as Fair Housing Month.

Recommendation

The Gila County Division of Community Services Director recommends that the Board of Supervisors adopt Proclamation No. 2015-02 proclaiming April as Fair Housing Month in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2015-02 proclaiming April 2015 as Fair Housing Month in Gila County. **(Malissa Buzan)**

Attachments

Proclamation 2015-02



PROCLAMATION NO. 2015-02

A PROCLAMATION OF THE GILA COUNTY BOARD OF SUPERVISORS PROCLAIMING APRIL AS FAIR HOUSING MONTH IN GILA COUNTY.

WHEREAS, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 prohibit discrimination in the sale, rental, leasing, and financial of housing or land to be used for the construction of housing or in the provision of brokerage services on the basis of race, color, religion, sex, disability, familiar status or national origin; and

WHEREAS, the 1968 and 1988 Federal Fair Housing Acts declare that it is a national policy to ensure equal opportunities in housing; and

WHEREAS, April has traditionally been designated as “Fair Housing Month” in the United States;

NOW, THEREFORE, we, the Gila County Board of Supervisors, hereby proclaim April as Fair Housing Month in Gila County and hereby urge all citizens of this County to comply with the letter and spirit of the Fair Housing Law.

PASSED AND ADOPTED this 7th day of April 2015.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

ARF-3062

Regular Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 04/07/2015

Submitted For: Mike Pastor, Member, Board of Supervisors

Submitted By: Sherry Grice, Executive Assistant, Board of Supervisors-District 2

Department: Board of Supervisors-District 2

Information

Request/Subject

Proclamation No. 2015-03 Proclaiming April 2015 as National County Government Month in Gila County.

Background Information

Since 1991, the National Association of Counties (NACo) has encouraged counties to actively promote the services and programs they offer. With this year's theme of "Counties Moving America Forward: The Keys are Transportation and Infrastructure", this is an excellent opportunity for Gila County officials to demonstrate the many ways in which the County has invested taxpayer dollars for roadway upgrades and repairs, and infrastructure improvements to further ensure the safety of County employees and visitors.

Evaluation

Each year the Board of Supervisors adopts a proclamation proclaiming the month of April as County Government Month and encourages all Gila County Officials, employees, schools and residents to participate in related activities throughout the month.

Conclusion

It is appropriate to place this issue before the Board of Supervisors at this time to adopt Proclamation 2015-03 to proclaim April 2015 as National County Government Month in Gila County.

Recommendation

It is recommended that the Board of Supervisors adopt Proclamation 2015-03 to proclaim April 2015 as National County Government Month in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2015-03 proclaiming April 2015 as National County Government Month in Gila County with this year's theme of "Counties Moving America Forward: The Keys are Transportation and Infrastructure" and to encourage all Gila County officials, employees, schools and residents to participate in related activities throughout the month. **(Michael Pastor)**

Attachments

Proclamation 2015-03

Calendar of Events-County Government Month



PROCLAMATION NO. 2015-03

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING THE MONTH OF APRIL 2015, AS NATIONAL COUNTY GOVERNMENT MONTH IN GILA COUNTY WITH THIS YEAR'S THEME OF "COUNTIES MOVING AMERICA FORWARD: THE KEYS ARE TRANSPORTATION AND INFRASTRUCTURE."

WHEREAS, counties take their leadership role seriously in protecting and enhancing the health, welfare and safety of citizens in its community and provide the tools to deliver more effective and higher quality services while containing costs with the efficient use of local tax dollars, with the goal to strengthen Arizona's economies; and

WHEREAS, in order to remain healthy, vibrant, safe, and economically competitive, counties provide transportation and infrastructure services in our state and rural communities that play a key role in improving public safety and supporting economic development in Arizona; and

WHEREAS, counties provide benefits to shape how communities grow and are vital to boosting Arizona's economic competitiveness by building infrastructure, maintaining roads and bridges, resurfacing projects, providing land use and economic development policies, maintaining public safety, providing health care, administering justice, keeping communities safe, maintaining a strong national defense, maintaining trained emergency responders, running elections, maintaining water and sewer improvements, and other public works activities; and

WHEREAS, there are fifteen counties in the State of Arizona collectively responsible for and serving the needs of every resident of the State; and

WHEREAS, Arizona counties reflect the wide diversity of people, culture, and landscape in our State; and

WHEREAS, in recognition of the leadership, innovation and valuable service provided by the State's counties;

NOW, THEREFORE, we, the Gila County Board of Supervisors, hereby proclaim the month of April 2015 as National County Government Month in Gila County with this year's theme of "Counties Moving America Forward: The Keys are Transportation and Infrastructure" and encourage all Gila County elected officials, employees, schools and residents to participate in county government celebration activities.

PASSED and ADOPTED this 7th day of April 2015.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Michael A. Pastor, Chairman

NATIONAL COUNTY GOVERNMENT MONTH

Celebrate National County Government Month (NCGM) with us! NCGM is an annual celebration of county government. This year's theme is, "Counties Moving America Forward; The Keys Are Transportation and Infrastructure". This offers you an opportunity to learn and to receive information about Gila County programs, services and responsibilities.

Calendar of Events

- To kickoff NCGM, the Gila County Board of Supervisors will approve Proclamation No. 2015-03 proclaiming the month of April 2015 as National County Government Month at the April 7th Board of Supervisors' meeting.
- Our Health Department's Injury Prevention, WIC, HIV Prevention, and Tobacco Free Environment services will have a booth at the CVRMC Health Fair on Saturday, April 11th, make sure to stop by and ask staff any questions.
- A Gila County Open House will be held on Monday, April 13th. Residents are encouraged to visit County offices to receive information, view demonstrations and/or listen to presentations. This is an opportunity for residents to ask any questions they may have about the County.
- On Wednesday, April 15th, there will be a Hamburger Fry in the patio area of the Gila County Courthouse. This is an annual fundraiser event by a local group for the Copper Valley Relay for Life.
- An art contest for all schools within Gila County. In conjunction with Earth Day, the art contest theme is, "Recycling and Our Environment." Art contest entries will focus on what individuals, schools and communities can do to protect and enhance the environment. All entries will be displayed at the Gila County Courthouse throughout the month of April. Entries must be submitted no later than Friday, April 17th, please contact Sharon Winters at (928) 402-8531 for more information about the art contest.
- On Saturday, April 18th there will be a FREE Green Waste Day at the Buckhead Mesa and the Russell Gulch Landfills. They will be accepting Green Waste at NO charge and hope to encourage residents to clear property of weeds and brush in preparation of wildfire season. Green Waste includes tree limbs, pine needles, brush, grass clippings and leaves.
- Check out the display in the main lobby of the Gila County Courthouse to read about National County Government Month.
- And see our larger display in the Board of Supervisors Hearing Room to find out more about current Transportation & Infrastructure Projects taking place in Gila County.

For more information about NCGM, visit the National Association of Counties website at <http://www.naco.org/Counties/countiesdo/Pages/ncgm>

ARF-3084

Regular Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 04/07/2015

Submitted For: Marian Sheppard, Clerk of the Board

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Proclamation No. 2015-04 to proclaim April 21, 2015, as PowerTalk21® Day in Gila County.

Background Information

John Marcanti, District I Supervisor, received a letter dated March 11, 2015, from Beverly Mason Biggers, Program Manager, MADD (Mothers Against Drunk Drivers) Arizona, requesting that the Board of Supervisors consider adopting a proclamation to proclaim April 21, 2015, as PowerTalk21® Day in Gila County.

Evaluation

The date of April 21, 2015, has been established by MADD as PowerTalk21® Day for the current year. PowerTalk21® is a national day for parents, families and caregivers to start the conversation with the youth in their lives about alcohol and the dangers of underage drinking.

Conclusion

Underage drinking is a big issue of concern to every community in America. It would be beneficial for the Board of Supervisors to consider the adoption of a proclamation to bring attention to the importance of PowerTalk21® Day - April 21st, as a day for parents, families and caregivers to begin the conversation with their youth about the dangers of underage drinking. By having these intentional conversations, parents and caregivers are able to set expectations and consequences, all while continuing to talk about the dangers of alcohol and underage drinking.

Recommendation

Staff recommends that the Board of Supervisors consider adopting Proclamation No. 2015-04.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2015-04 proclaiming April 21, 2015, as PowerTalk21® Day in Gila County to encourage parents, families and caregivers of youth to begin the conversation with the youth in their lives about alcohol and the dangers of underage drinking. **(John Marcanti)**

Attachments

Proclamation 2015-04



PROCLAMATION NO. 2015-04

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING APRIL 21, 2015, AS PowerTalk21® DAY IN GILA COUNTY.

WHEREAS, Gila County recognizes the importance of parents talking with their teens about alcohol in order to reduce the risks and dangers posed to teens and communities; and

WHEREAS, high school students who use alcohol or other substances are five times more likely to drop out of school or believe good grades are not important; and

WHEREAS, 27 percent of middle school students try alcohol before graduating from 8th grade, significantly increasing the risk that they will develop alcohol problems later in life; and

WHEREAS, teen alcohol use kills 4,700 people each year, more than all other illegal drugs combined; and

WHEREAS, the majority of kids say their parents are their primary influence when it comes to decisions about drinking alcohol; and

WHEREAS, PowerTalk 21® day, started by Mothers Against Drunk Driving® (MADD) in 2011, is established on April 21, 2015, to encourage parents and caregivers to embrace their important role in influencing America's youth and their decisions about drinking alcohol; and

WHEREAS, in 2015, MADD will kick off "21 Days in Support of 21," beginning on April 1st and culminating on PowerTalk 21® on April 21st, as part of *Power of Parents*® program to create a sustained and prolonged conversation about underage drinking among middle school and high school students; and

WHEREAS, to equip parents to talk with their teens about alcohol, MADD Arizona during April 2015, will activate to give parents the tools to effectively talk to their children about alcohol to protect them;

NOW, THEREFORE, we, the Gila County Board of Supervisors, hereby proclaim Tuesday, April 21, 2015, as PowerTalk 21® Day in Gila County and urge all citizens to join in the local and national efforts to raise awareness of the importance of parents and teens talking together about alcohol to reduce the risks and dangers posed to teens and communities.

PASSED AND ADOPTED this 7th day of April 2015.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard,
Clerk of the Board

Michael A. Pastor, Chairman

ARF-3093

Regular Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 04/07/2015

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

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

Department: Asst County Manager/Library District

Information

Request/Subject

Proclamation 2015-05 proclaiming April 12-18, 2015, as the Week of the Young Child™.

Background Information

The Week of the Young Child™ is an annual celebration sponsored by the National Association for the Education of Young Children (NAEYC), the world's largest early childhood education association, with nearly 80,000 members and a network of over 300 local, state, and regional affiliates.

The purpose of the Week of the Young Child™ is to focus public attention on the needs of young children and their families and to recognize the early childhood programs and services that meet those needs.

NAEYC first established the Week of the Young Child™ in 1971, recognizing that the early childhood years (birth through age 8) lay the foundation for children's success in school and later life. The Week of the Young Child™ is a time to plan how we—as citizens of a community, of a state, and of a nation—will better meet the needs of all young children and their families.

The theme for the Week of the Young Child™ 2015 is Celebrating our Youngest Learners®.

The local First Things First Regional Directors annually bring this item before the Board of Supervisors to highlight the opportunities for early childhood education and health programs available in the Gila and San Carlos Regions of First Things First.

Voters created First Things First in 2006 with funding through a tobacco tax, making this the first time in Arizona history that our state's youngest children have had a dedicated source of funding for early childhood

education and health programs. Through the work of an 11-member community council who volunteer and serve on local regional partnership councils statewide, First Things First funds programs for young children in three main areas:

- Family Support
- Quality Early Education
- Health-Related Programs and Services

The funded programs in the Gila and San Carlos Regions are for all children ages birth to five and most are free to parents living in the cities/towns/communities of Bylas, Globe, Hayden, Miami, Payson, Pine-Strawberry, Roosevelt, San Carlos, Star Valley, Tonto Basin, Winkelman and Young, the San Carlos Reservation and the Tonto Apache Tribal Reservation. Many of our grant partner do provide resources to the entire family.

Evaluation

NAEYC designates the Week of the Young Child™ dates and theme, but events are planned and implemented by local communities. Celebrations are organized and coordinated by regional, state, and local NAEYC affiliates, and by individual early childhood programs and community organizations providing services to young children and families.

Local communities may tailor celebrations to meet their own needs. For example, while NAEYC traditionally designates a Week of the Young Child™, some groups generate so much enthusiasm and support that they celebrate the "Month of the Young Child." Others have modified the dates of their celebration to coordinate with other community scheduled events.

However adapted, the central purpose remains unchanged—to promote the needs of young children, their families, and the early childhood programs that serve them.

Conclusion

Today we know, more than ever before, about the importance of children's earliest years in shaping their learning and development. Yet, never before have the needs of young children and their families been more pressing.

The Week of the Young Child™ is a time to: (1) recognize that children's opportunities are our responsibility; and, (2) recommit ourselves to ensuring that each and every child experiences the type of early environment—at home, at child care, at school, and in the community—that will promote their early learning.

Therefore, it is appropriate to place this issue before the Board of Supervisors at this time to adopt Proclamation No. 2015-05 proclaiming April 12-18, 2015, as the Week of the Young Child™ in Gila County.

Recommendation

It is recommended that the Board of Supervisors adopt Proclamation No. 2015-05 to proclaim April 12-18, 2015, as the Week of the Young Child™ in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2015-05 proclaiming April 12-18, 2015, as the Week of the Young Child™ in Gila County and to encourage all citizens to work to ensure that each and every child experiences the type of early environment—at home, at child care, at school, and in the community—that will promote early learning.

(John Taylor/ LaToya Beatty)

Attachments

Proclamation 2015-05



PROCLAMATION NO. 2015-05

**A PROCLAMATION OF THE BOARD OF SUPERVISORS
OF GILA COUNTY, ARIZONA, PROCLAIMING APRIL 12-
18, 2015, AS THE WEEK OF THE YOUNG CHILD™ IN
GILA COUNTY.**

WHEREAS, the First Things First Gila and San Carlos Apache Regional Councils, Central Arizona Association for the Education of Young Children and other community organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child™, April 12-18, 2015; and,

WHEREAS, these organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Gila County, Arizona; and,

WHEREAS, teachers, librarians and others who make a difference in the lives of young children in Gila County, Arizona, deserve thanks and recognition; and,

WHEREAS, all young children and their families across the country and in Gila County, Arizona, deserve access to high-quality early education and care; and,

WHEREAS, public policies that support early learning for all young children are crucial to young children's futures.

NOW, THEREFORE, we, the Gila County Board of Supervisors, hereby proclaim April 12-18, 2015, as the Week of the Young Child™ in Gila County, Arizona, and encourage all citizens to work to ensure that each and every child experiences the type of early environment—at home, at child care, at school, and in the community—that will promote early learning.

PASSED AND ADOPTED this 7th day of April 2015.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Michael A. Pastor, Chairman

ARF-3091

Regular Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 04/07/2015

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Adoption of Proclamation No. 2015-06 to proclaim April 11, 2015, as March for Babies Day in Gila County.

Background Information

The Clerk of the Board of Supervisors received this request from Margret Celix, Chairman of the Globe-Miami March of Dimes Committee, to present a proclamation to the Board of Supervisors for its adoption at a future Board meeting.

Evaluation

The March of Dimes Foundation is a national organization whose mission is as follows: "We help moms have full-term pregnancies and research the problems that threaten the health of babies." It is important to honor this request for the Board of Supervisors to adopt a proclamation to proclaim April 11, 2015, as "March for Babies Day" in Gila County, so hopefully citizens will join in a local fundraising Walkathon in Globe-Miami on Saturday, April 11th or make a contribution to this worthwhile cause.

Conclusion

By having the Board of Supervisors adopt Gila County Proclamation No. 2015-06, it will help the Globe-Miami March of Dimes Committee spread the word about the upcoming March of Dimes Walkathon fundraiser event on Saturday, April 11, 2015, to be held in the local area.

Recommendation

It is recommended that Ms. Celix be allowed the opportunity to present a proclamation to the Board of Supervisors for its adoption to proclaim April 11, 2015, as March for Babies Day in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2015-06
proclaiming April 11, 2015, as March for Babies Day in Gila County, and
to encourage citizens to participate in the local March of Dimes
Walkathon. **(Margret Celix)**

Attachments

Proclamation 2015-06



PROCLAMATION NO. 2015-06

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING APRIL 11, 2015, AS MARCH FOR BABIES DAY IN GILA COUNTY.

WHEREAS, the mission of the March of Dimes is to improve the health of babies by preventing birth defects, premature births and infant mortality; and

WHEREAS, the United States has more than 500,000 babies who are born too soon each year; and

WHEREAS, prematurity is the leading cause of newborn deaths and babies who survive an early birth often face the risk of lifetime challenges such as breathing problems, cerebral palsy, mental retardation and others; and

WHEREAS, 13 million babies worldwide were born preterm and more than 1 million die each year; and

WHEREAS, the March of Dimes is determined to find answers to reduce the rate of preterm births; and

WHEREAS, research breakthroughs funded by the March of Dimes are already saving the lives of countless babies who were born prematurely; and

WHEREAS, the March of Dimes has over 75 years of providing education programs and success in funding research to improve public health, starting with the development of the polio vaccine that has eradicated the threat of the disabling and deadly virus in the United States;

NOW, THEREFORE, we, the Gila County Board of Supervisors, hereby proclaim April 11, 2015, to be "**MARCH FOR BABIES DAY**" in Gila County, in an effort to educate our childbearing mothers and, in turn, this should decrease the number of premature births.

PASSED AND ADOPTED this 7th day of April 2015.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Michael A. Pastor, Chairman

ARF-3081

Regular Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 04/07/2015

Submitted For: Jeff Hassenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Information

Request/Subject

Approve Intergovernmental Agreement No. 070114 - Animal Control between Gila County and the San Carlos Apache Tribe.

Background Information

On September 05, 2000, the Board of Supervisors approved entering into an Intergovernmental Agreement (IGA) with the San Carlos Apache Tribe, whereby Gila County agreed to perform specific animal control functions at specific rates (see attached IGA for Animal Control 09-05-2000).

Michael O'Driscoll, Gila County Health and Emergency Services Division Director, feels it is appropriate at this time to update the fifteen year old agreement.

Evaluation

By entering into Intergovernmental Agreement No. 070114 with the San Carlos Apache Tribe, set fees for services outlined within the IGA are hereby defined.

Rabies and animal control is a statutory requirement of Gila County; therefore, the IGA term will commence upon the date first signed, and shall terminate one year after signing. The IGA shall be renewed from year to year, automatically at each termination date, unless either party, at any time, terminates the IGA by giving the other party thirty (30) days' prior written notice.

Conclusion

The Gila County Health and Emergency Services Director, Michael O'Driscoll, feels it is in the best interest of Gila County to replace the fifteen year old IGA with the San Carlos Apache Tribe, to reflect updated services and rates for animal control services that Gila County will provide to the San Carlos Apache Tribe, and at the fees as described for

those services, identified in IGA No. 070114.

Recommendation

The Gila County Health and Emergency Services Director, Michael O'Driscoll, recommends approval of Intergovernmental Agreement No. 070114 with the San Carlos Apache Tribe to update the animal control services and rates that Gila County will provide to the San Carlos Apache Tribe for an initial one-year period with automatic one-year renewals at the end of each termination date, unless either party provides a thirty (30) day written cancellation notice.

Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. 070114 between Gila County and the San Carlos Apache Tribe to update the established services and fees provided by Gila County to the San Carlos Apache Tribe for animal control services for a one-year term with automatic one-year renewals at the end of each term, unless either party provides a thirty (30) day written cancellation notice. **(Jeff Hessenius and Michael O'Driscoll)**

Attachments

Intergovernmental Agreement No. 070114-Animal Control

IGA for Animal Control 09-05-2000

Legal Explanation

INTERGOVERNMENTAL AGREEMENT NO. 070114
BETWEEN
GILA COUNTY
AND
THE SAN CARLOS APACHE TRIBE

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2014, by and between Gila County, a Political subdivision of the State of Arizona, hereinafter referred to as "County" and the San Carlos Apache Tribe, a federally recognized Indian Tribe, acting through its Governing Council, hereinafter referred to as "Tribe".

RECITALS

WHEREAS, County is authorized, pursuant to A.R.S. §11-952 to contract for services or jointly exercise common powers for joint cooperative action; and

WHEREAS, Tribe is authorized, pursuant to its Constitution to contract for services or jointly exercise common powers for joint cooperative action; and

WHEREAS, the Tribe operates an animal enforcement program pursuant to San Carlos Apache Tribe Law and Order Code Ordinance 63-1, but is without the facilities to properly impound, care for, vaccinate, license and dispose of animals subject to San Carlos Apache Tribe Law and Order Code Ordinance 63-1; and

WHEREAS, the County operates a County pound which includes impound, vaccination, maintenance, licensing and disposition of animals pursuant to A.R.S. § 11-1001, et seq.; and

WHEREAS, it is in the best interest of both parties to enter into this agreement whereby the County and the Tribe cooperate with each other for the impound, licensing, vaccination, maintenance, and disposition of animals.

SCOPE

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

SECTION 1

All terms in this Intergovernmental Agreement (IGA) shall be given their definitions as stated in A.R.S. § 11-1001 through 11-1029.

SECTION 2

The County will accept all cats or dogs brought to the County Pound in Globe, Arizona by the Tribe's law enforcement authority, authorized under San Carlos Apache Tribe Law and Order Code Ordinance 63-1, to enforce their animal enforcement program.

SECTION 3

Pursuant to San Carlos Apache Tribe Law and Order Code Ordinance 63-1, the Tribe will bring dogs and cats to the Pound under the following circumstances:

- a. Unlicensed animals found running at large, pursuant to Section 8.2 of the San Carlos Apache Tribe Law and Order Code Ordinance 63-1.
- b. Animals exposed to animal cruelty, pursuant to Section 8.3 of the San Carlos Apache Tribe Law and Order Code Ordinance 63-1.
- c. Animals subject to quarantine after it has bitten a person or other animal, pursuant to Section 8.4 of the San Carlos Apache Tribe Law and Order Code Ordinance 63-1.
- d. Licensed animals impounded pursuant to Section 8.7 of the San Carlos Apache Tribe Law and Order Code Ordinance 63-1.
- e. Diseased, licensed or unlicensed animals, pursuant to Section 8.10 of the San Carlos Apache Tribe Law and Order Code Ordinance 63-1.
- f. Unwanted animals are the responsibility of the owner, pursuant to Section 8.11 of the Ordinance 63.1.

SECTION 4

The County will perform the following services for animals brought into the pound:

- a. All cats and dogs impounded shall be given proper care and maintenance.
- b. Each unlicensed cat or dog impounded under Section 3(a) of this IGA shall be kept and maintained at the Pound for a minimum of seventy-two (72) hours unless earlier claimed by its owner.
- c. Each animal exposed to animal cruelty impounded under section 3(b) of this IGA shall be kept and maintained at the Pound for a minimum of seventy-two (72) hours. With exception, at the request of Tribe, animals will be held as needed for investigation. Costs incurred will be charged to the Tribe.
- d. Each licensed animal impounded under section 3(d) of this IGA shall be kept and maintained at the Pound for a minimum of six (6) days unless earlier claimed by its owner. The Tribe and the County will attempt to notify or contact the owner within the six (6) day period so the owner may reclaim the animal.
- e. Licensed or unlicensed diseased suffering animals impounded under section 3(e) of this IGA may be destroyed as necessary to prevent the animal from suffering and/or to prevent the spread of disease.
- f. Unvaccinated dogs and cats impounded under section 3(c) of this IGA shall be confined and quarantined for not less than ten (10) days to determine if the animal has rabies. The quarantine period shall start on the date of the bite incident. If the date of the bite is not known, the quarantine period shall start on the first day of impoundment.

(Section 4 continued)

The County may destroy any animal confined and quarantined for rabies observation prior to the termination of the minimum ten (10) day confinement period if:

1. The animal shows clear clinical signs of rabies, or
2. The animal's owner consents to its destruction for rabies testing.

If destruction does not occur, the animal shall be returned to its owner provided all applicable fees established by this IGA are paid.

- g. Unwanted animals impounded under section 3(f) of this IGA, if healthy, may immediately be placed for adoption by the County but shall not be destroyed until after seventy-two (72) hours of impound.

SECTION 5

PURCHASE OF ANIMALS OR RECLAMATION OF ANIMALS BY THE OWNER:

- a. Any impounded licensed animal may be reclaimed by its owner or such owner's agent, provided that the person reclaiming the animal furnishes proof of his right to do so and pays all applicable fees set by state statute or the County. The current fees are as follows: An owner reclaiming an animal shall be charged \$10.00 per day. The owner shall also pay a \$20.00 impound fee and the following fees as applicable:
 1. If the license is expired, \$30.00 if the animal is not spayed or neutered; \$10.00 if the animal is spayed or neutered.
 2. If rabies vaccination has expired, \$20.00.
 3. If the animal is reclaimed after a 10 day rabies quarantine, \$200.00.
 4. Spay or neuter deposit of no more than \$40.00.
 5. Micro-chip \$40.00.
- b. Any impounded unlicensed dog or cat may be purchased after the seventy-two (72) hour period by a person who pays all applicable fees established by state statute or Section 6 of this IGA.

SECTION 6

Persons adopting or reclaiming an animal must pay the applicable fees which currently are:

- a. Dog – four (4) months or older:
Adoption fee \$20.00; Rabies vaccination \$20.00; License fee \$30.00; Spay/Neuter deposit no more than \$40.00; Micro-chip \$40.00.
- b. Dog-under the age of four (4) months:
Adoption fee \$20.00; Spay/Neuter Deposit no more than \$40.00; Micro Chip \$40.00.
- c. Cat:
Adoption fee \$20.00; Spay/Neuter Deposit no more than \$40.00.

SECTION 7

Gila County licenses issued by the County to Tribe residents under this IGA shall be recognized within San Carlos "Tribe" boundaries. Likewise, the County shall recognize licenses issued by the Tribe.

SECTION 8

PAYMENT BY THE SAN CARLOS APACHE TRIBE TO THE COUNTY:

- a. The Tribe shall reimburse the County \$10.00 per animal per day of impound and \$50.00 for any animal that is disposed of.
- b. If the animal is a stray, the Tribe shall reimburse the County \$20.00 per animal per day for ten (10) days for quarantine pursuant to section 4(f) of this agreement.
- c. If an animal is immediately destroyed under section 4(e), the Tribe shall reimburse the County \$50.00.
- d. If the animal is impounded as unwanted pursuant to section 3(f) and 4(g), the Tribe shall reimburse the County \$50.00.

SECTION 9

BILLING CYCLE:

County shall send the Tribe monthly statements for services rendered and the Tribe shall pay the sums in the statement within thirty (30) days of receipt.

SECTION 10

TERM:

This Agreement shall commence upon the date first signed and shall terminate one year after signing. This Agreement shall be renewed from year to year, automatically at each termination date, unless either party at any time, terminates this agreement by giving the other party thirty (30) days prior written notice of its intention to terminate the Agreement.

SECTION 11

Notices

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

The San Carlos Apache Tribe
Attn: Terry Rambler
P.O. Box 0
San Carlos, Arizona 85550

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

SECTION 12

REPORTING:

The County shall furnish to the Tribe a semi-annual listing of all animals brought to the Pound by the Tribe. The listing shall include the date the animal was impounded and the amount of days the animal was maintained and the final disposition of the animal.

GENERAL TERMS

1. **Indemnification:** To the extent permitted by law, the TRIBE shall indemnify, defend and hold harmless, County, its officers, employees and agents, from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the TRIBE, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the County, are caused by the act, omission, negligence, misconduct or other fault of the Tribe, its officers, officials, agents, employees or volunteers, provided, however, that the Tribe shall have no obligation to indemnify the County for the County's passive negligence.

2. To the extent permitted by law the County shall indemnify, defend and hold harmless, TRIBE, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the County, its agents, employees or anyone under its direction or control or on its behalf in connections with performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the Tribe, are caused by the act, omission, negligence, misconduct or other fault of the County, its officers, officials, agents, employees or volunteers, provided, however, that the County shall have no obligation to indemnify the Tribe for the Tribe's passive negligence.
3. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
4. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
5. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
6. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
6. The County and the TRIBE shall each maintain a budget to fulfill their obligations under this Intergovernmental Agreement.
7. The County shall furnish to the Tribe a semi-annual listing of all animals brought to the Pound by the Tribe. The listing shall include the date the animal was impounded and the amount of days the animal was maintained and final disposition of the animal.

IN WITNESS THEREOF, the parties to this Intergovernmental Agreement No 070114, have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman of the Board of Supervisors

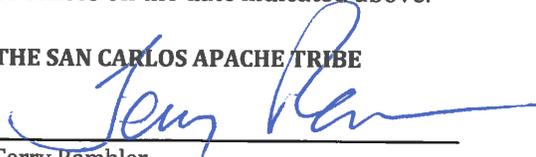
ATTEST

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM

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

THE SAN CARLOS APACHE TRIBE



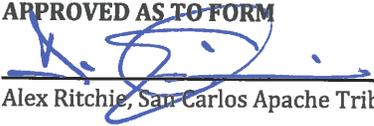
Terry Rambler
Chairman

ATTEST



Katrina Talkalai, Tribal Secretary

APPROVED AS TO FORM



Alex Ritchie, San Carlos Apache Tribe Attorney

**SAN CARLOS APACHE TRIBE
SAN CARLOS APACHE INDIAN RESERVATION
SAN CARLOS, ARIZONA**

RESOLUTION

No. NV-14-305

**(Approving Intergovernmental Agreement No. 070114 Between the Tribe and Gila County
for Use by the Tribe of the County's Pound)**

WHEREAS, San Carlos Apache Tribe ("Tribe") is a federally recognized Indian Tribe organized pursuant to the provisions of Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984); and

WHEREAS, the Tribal Council has the authority, among other things, to "negotiate and make contracts" with the State of Arizona pursuant to Article V, Section 1(b) of the Amended Constitution and By-Laws of the San Carlos Apache Tribe; and

WHEREAS, the County of Gila (the "County") is a political subdivision of the State of Arizona; and

WHEREAS, the County operates a pound that provides impound, vaccinations, maintenance, licensing and disposition of animals; and

WHEREAS, the Tribe operates an animal enforcement program, but has no facility to properly impound, care for, vaccinate, license and dispose of animals; and

WHEREAS, the Tribe and Gila County executed an Intergovernmental Agreement (No. 070114) (the "Agreement"), as attached and incorporated by reference, which provides that the County pound will accept all cats and dogs brought for impound by the Tribe's law enforcement authority; and

WHEREAS, in consideration for the County pound accepting animals off the Reservation, the Tribe will reimburse the County \$10.00 per animal per day of impound and \$50.00 for any animal disposed of, or in the case of stray animals, \$20.00 per animal per day for ten (10) days of quarantine; and

WHEREAS, the Tribal Council finds that the Agreement is in the best interest of the Tribe and will contribute to the public health and safety of the Reservation.

BE IT RESOLVED by the Tribal Council of the San Carlos Apache Tribe that the Intergovernmental Agreement No. 070114 between the Tribe and Gila County for use by the Tribe of the County's pound, as described herein and attached, is hereby approved.

BE IT FURTHER RESOLVED by the Tribal Council of the San Carlos Apache Tribe that the Chairman, or in his absence, the Vice Chairman, or designee, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

CERTIFICATION

I, the undersigned Secretary of the San Carlos Apache Tribal Council hereby Certify that the Tribal Council is presently composed of eleven (11) members of whom **eight (8)**, constituting a quorum were present at a **Regular Council Meeting** hereto held on the **5th** day of **November 2014**, and that the foregoing Resolution **No. NV-14-305** was duly adopted by a vote of **FOR; 7, 0 OPPOSED; 0 ABSTAINED**; of the Tribal Council pursuant to Section 1(a) of the amended Constitution and Bylaws of the San Carlos Apache Tribe effective February 24, 1954.



Katrina Talkalai, Tribal Secretary
SAN CARLOS APACHE TRIBE



When recorded mail to:

Marian Sheppard, BOS

This space reserved for recording information

CAPTION HEADING: Intergovernmental Agreement between Gila County and San Carlos Apache Tribe for impound, licensing, vaccination, maintenance, and disposition of animals by Gila County Rabies Control brought to the County by the Tribe.
(September 5, 2000)

DO NOT REMOVE

This is part of the official document.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into this 5th day of September, 2000, by and between the COUNTY OF GILA, a body politic, through its Board of Supervisors, hereinafter referred to as "COUNTY", and the SAN CARLOS APACHE TRIBE, a federally recognized Indian Tribe, acting through its Governing Council, hereinafter referred to as "TRIBE."

WHEREAS, COUNTY is authorized pursuant to A.R.S. §11-952 to contract for services or jointly exercise common powers for joint cooperative action, and;

WHEREAS, the TRIBE is authorized pursuant to its Constitution to contract for services or jointly exercise common powers for joint cooperative action, and;

WHEREAS, the TRIBE operates an animal enforcement program pursuant to Ordinance 63-1, but is without the facilities to properly impound, care for, vaccinate, license and dispose of animals subject to Ordinance 63-1; and,

WHEREAS, the COUNTY operates a County pound which includes impound, vaccination, maintenance, licensing and disposition of animals pursuant to A.R.S. §11-1001, et. seq.; and,

WHEREAS, it is in the best interest of both parties to enter into this agreement whereby the COUNTY and the TRIBE cooperate with each other for the impound, licensing, vaccination, maintenance, and disposition of animals.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1

All terms in this Intergovernmental Agreement ("IGA") shall be given their definitions as stated in Ordinance 63-1.

SECTION 2

The COUNTY will accept all cats or dogs brought to the County Pound in Globe, Arizona, by the TRIBE's law enforcement authority, authorized under Ordinance 63-1 to enforce their animal enforcement program.

SECTION 3

Pursuant to Ordinance 63-1, the TRIBE will bring dogs and cats to the Pound under the following circumstances:

- a. Unlicensed animals found running at large, pursuant to section 8.2 of Ordinance 63-1.
- b. Animals exposed to animal cruelty, pursuant to section 8.3 of Ordinance 63-1.
- c. Animals subject to quarantine after it has bitten a person or other animal, pursuant to section 8.4 of Ordinance 63-1.
- d. Licensed animals impounded pursuant to section 8.7 of Ordinance 63-1.
- e. Unlicensed suffering animals, pursuant to section 8.10 of Ordinance 63-1.
- f. Unwanted animals, pursuant to section 8.11 of Ordinance 63-1.

SECTION 4

The COUNTY will perform the following services for animals brought to the pound:

- a. All cats and dogs impounded shall be given proper care

and maintenance.

b. Each unlicensed cat or dog impounded under section 3(a) of this IGA shall be kept and maintained at the Pound for a minimum of seventy-two (72) hours unless earlier claimed by its owner.

c. Each animal exposed to animal cruelty impounded under section 3(b) of this IGA shall be kept and maintained at the Pound for a minimum of seventy-two (72) hours.

d. Each licensed animal impounded under section 3(d) of this IGA shall be kept and maintained at the Pound for a minimum of seven (7) days unless earlier claimed by its owner. The TRIBE and the COUNTY will attempt to notify or contact the owner within the seven (7) day period so the owner may reclaim the animal.

e. Unlicensed suffering animals impounded under section 3(e) of this IGA may be destroyed if destruction is necessary to prevent the dog or cat from suffering or to prevent the spread of disease.

f. Unvaccinated dogs or cats impounded under section 3(c) of this IGA shall be confined and quarantined for not less than ten (10) days to determine if the animal has rabies. The quarantine period shall start on the day of the bite incident. If the date of the bite is not known, the quarantine period shall start of the first day of impoundment.

The COUNTY may destroy any animal confined and quarantined for rabies observation prior to the termination of the minimum ten (10) day confinement period if:

- (1) the animal shows clear clinical signs of rabies, or
- (2) the animal's owner consents to its destruction for rabies testing.

If destruction does not occur, the animal shall be returned to its owner provided all applicable fees established by this IGA are paid.

- g. Unwanted animals impounded under section 3(f) of this IGA if healthy may immediately be placed for adoption by the COUNTY but shall not be destroyed until after seventy-two (72) hours of impound.

SECTION 5

PURCHASE OF ANIMALS OR RECLAMATION OF ANIMALS BY THE OWNER:

- a. Any impounded licensed animal may be reclaimed by its owner or such owner's agent provided that the person reclaiming the animal furnishes proof of his right to do so and pays all applicable fees established by section 6 of this IGA. An owner reclaiming an animal shall be charged \$7.00 per day. The owner shall also pay a \$15.00 impound fee and the following fees as applicable:

- (1) If the license is expired, \$15.00 if the animal is not spayed or neutered; \$7.00 if the animal is spayed or neutered.
- (2) If rabies vaccination has expired, \$10.00.
- (3) If the animal is reclaimed after a 10 day rabies quarantine, \$70.00

- b. Any impounded unlicensed dog or cat may be purchased after the seventy-two (72) hour period

by a person who pays all applicable fees established by section 6 of this IGA.

SECTION 6

Persons adopting or reclaiming an animal must pay the following fees, as applicable:

- a. Dog -- four (4) months or older:
Adoption fee \$12.00; Rabies vaccination \$10.00; License fee \$15.00; Spay/Neuter Deposit \$40.00.
- b. Dog -- under the age of four months:
Adoption fee \$12.00; Spay/ Neuter Deposit \$40.00.
- c. Cat --
Adoption fee \$12.00; Spay/Neuter Deposit \$25.00.

SECTION 7

Gila County licenses issued by the COUNTY to TRIBE residents under this IGA shall be recognized within San Carlos Tribal boundaries. Likewise, the COUNTY shall recognize licenses issued by the TRIBE.

SECTION 8

PAYMENT BY THE TRIBE TO THE COUNTY:

- a. The TRIBE shall reimburse the COUNTY \$7.00 per animal per day of impound and \$10.00 for any animal that is disposed of.
- b. If the animal is a stray, the TRIBE shall reimburse the COUNTY \$7.00 per animal per day for ten (10) days for quarantine pursuant section 4 (f) of this agreement.
- c. If an animal is immediately destroyed under section 4(e), the

TRIBE shall reimburse the COUNTY \$10.00.

d. If the animal is impounded as unwanted pursuant to section 3(f) and 4(g), the TRIBE shall reimburse the COUNTY \$21.00.

SECTION 9

BILLING CYCLE:

COUNTY shall send the TRIBE monthly statements for services rendered and the TRIBE shall pay the sums in the statement within thirty (30) days of receipt.

SECTION 10

TERM:

This Agreement shall commence upon the date first signed and shall terminate one year after signing. This Agreement shall be renewed from year to year automatically at each termination date unless either party at any time terminates this agreement by giving the other party thirty (30) days' prior written notice of its intention to terminate the Agreement.

SECTION 11

NOTICES:

All notices shall be given to the parties if sent to the following persons:

COUNTY

Gila County Health Department,
Dave Fletcher, Deputy Director,
1400 E. Ash Street,
Globe, Arizona 85501.

TRIBE

San Carlos Tribal Police Department
Chief Harold Nofchissey
P. O. Box O,
San Carlos, Arizona 85550.

SECTION 12

INDEMNIFICATION:

The TRIBE agrees to assume all risks of loss and to indemnify and to hold COUNTY, its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, for injuries to persons and for loss or damage to or destruction of property arising out of or in connection with this agreement caused by the negligence or willful misconduct of the TRIBE, its officers, agents or employees. Likewise, the COUNTY shall assume all risks of loss and to indemnify and to hold TRIBE, its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, for injuries to persons and for loss or damage to or destruction of property arising out of or in connection with this agreement caused by the negligence or willful misconduct of the COUNTY, its officers, agents or employees.

SECTION 13

REPORTING:

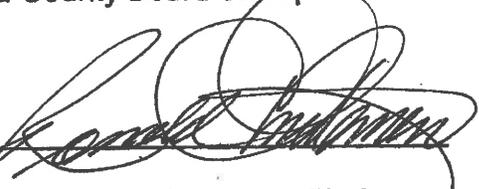
The COUNTY shall furnish to the TRIBE a semi-annual listing of all animals brought to the Pound by the TRIBE. The listing shall include the date the animal was impounded and the amount of days the animal was maintained and final disposition of the animal.

Executed this 5th day of September 2000

Executed this 11 day of July 2000

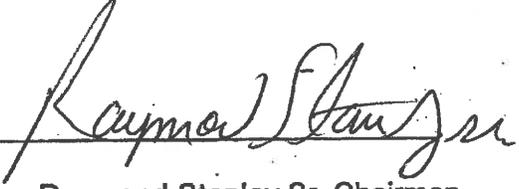
Gila County Board of Supervisors

By

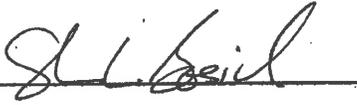

Ron Christensen, Chairman

San Carlos Apache Tribal Council

By


Raymond Stanley Sr. Chairman

Attest

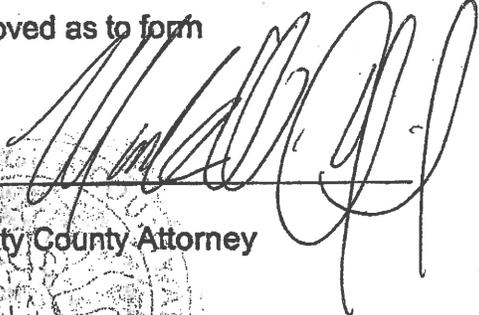

Steven L. Besich

Attest


Sandra Rambler, Secretary


Anthony Tribel, Secretary

Approved as to form

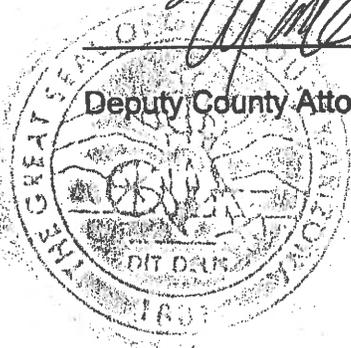

Deputy County Attorney

Approved as to form


Steven M. Titla, General Counsel

IGA between Tribe and County

re animal control program/impound





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-3066

Regular Agenda Item 4. G.

Regular BOS Meeting

Meeting Date: 04/07/2015

Submitted For: Tommie Martin, Member, Board of Supervisors

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Board of Supervisors-District 1

Fiscal Year: 2014-2015 Budgeted?: Yes

Contract Dates 03-18-15 to Grant?: No

Begin & End: 03-17-16

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Intergovernmental Agreement No. 022715 with Tonto Natural Resource Conservation District.

Background Information

On March 24, 2009, the Board of Supervisors approved the entering into a Challenge Cost Share Agreement between the Forest Service, U.S. Department of Agriculture, Tonto National Forest and Gila County. The purpose of the agreement was to allow the Forest Service and Gila County to work together on projects for improved fire management activities on Forest Service and Public Lands. The agreement was intended to facilitate direct funding and implementation (purchase and installation) of three fire management projects. One of the three projects was to provide for maintenance/upkeep of five brush pits across the Tonto Natural Resource Conservation District (Tonto NRCD). The Forest Service paid for the first year of brush pit operations at a cost of \$25,000, without any Gila County in-kind services match. The brush pits are places where the public can dispose of natural or green material originating from their properties. This is a free service to the public; however, there is a cost to the Regional Payson Area Project group to maintain the pits. The services that were performed at the time, included but were not limited to:

- Opening and staffing the brush pits.
- Inspecting loads coming into the pits to ensure they only contain acceptable natural or green material waste.
- Coordinating with Forest Service and local fire departments when green waste is to be burned.
- Coordinating with vendor when natural or green waste needs to be chipped, hauled away and recycled. (Chipping and hauling by the vendor was to be done on a no cost/no revenue basis).

Upon the expiration of the Agreement term on April 3, 2009, Modification No. 1 was executed by all parties to extend the agreement through September 30, 2010. Upon the expiration of the extension on September 30, 2010, Modification No. 2 was executed to extend the agreement through September 30, 2011. After the grant

funding provided by the Federal Government was exhausted, Gila County continued to partner with the U.S. Forest Service and Regional Payson Area Project to offer brush pit services to the residents of Northern Gila County.

At the Board of Supervisors' regular meeting on March 18, 2014, the Board approved Intergovernmental Agreement No. 021814, in the amount of \$30,000 for the Tonto NRCDC to administer the burn pit operations in Payson and Pine. This agreement expires on March 17, 2015.

Evaluation

The U.S. Forest Service owns the pit areas; one outside of Payson and one outside of Pine, Arizona. The Regional Payson Area Project provides administrative services, and the Tonto NRCDC provides oversight of the pits.

Intergovernmental Agreement No. 022715 that is between Gila County and the Tonto NRCDC provides that Gila County will contribute \$30,000 in the form of an Economic Development Grant to the Tonto NRCDC for the benefit of the public, by ensuring that the brush pits will continue to be available for disposal of natural or green materials from properties owned by residents of northern Gila County.

The Tonto NRCDC will provide to the County, a quarterly deliverables reports with an accounting of how the Economic Development Grant has been spent. The report will include invoices and receipts that were paid during that quarter.

Conclusion

As many residents in northern Gila County live in forested areas, it is important the brush pits remain operational to enable the residents of northern Gila County to clear land in and around their properties, of combustible natural or green materials in a combined effort to minimize damage and mitigate the opportunity of forest fires. An Economic Development Grant in an amount of \$30,000, for the term of March 18, 2015, to March 17, 2016, would benefit northern Gila County by ensuring funds are in place for the operational costs incurred by brush pit operations for the residents to dispose of natural or green materials.

Recommendation

Staff recommends approval of Intergovernmental Agreement No. 022715 with the Tonto Natural Resource Conservation District to provide an Economic Development Grant of \$30,000, for the term of March 18, 2015, to March 17, 2016, to keep the brush pits in northern Gila County open and operational and at no cost to the residents for the disposal of natural or green materials in and around their properties.

Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. 022715 (Economic Development Grant) between Gila County and the Tonto Natural Resource Conservation District (Tonto NRCDC), whereby the County will disburse \$30,000 to the Tonto NRCDC to oversee the administration of the Regional Payson Area Project operations of two brush pits in northern Gila County so that residents may take and dispose of natural or green materials surrounding their properties, thereby minimizing the effect of potential forest fires near their properties. **(Jeff Hassenius)**

Attachments

Intergovernmental Agreement No. 022715 with Tonto Natural Resource
Conservation District

Intergovernmental Agreement No. 021814 with Tonto Natural Resource
Conservation District

Legal Explanation

INTERGOVERNMENTAL AGREEMENT NO. 022715
BETWEEN
GILA COUNTY
AND
TONTO NATURAL RESOURCE CONSERVATION DISTRICT

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2015, by and between Gila County, hereinafter referred to as "County" and the Tonto Natural Resource Conservation District, hereinafter referred to as "TONTO NRCD".

RECITALS

WHEREAS, the Gila County Board of Supervisors desires to provide funding to the TONTO NRCD in order to further the economic development potentials of the Payson area residents to aid in the continuance of providing administrative services to the burn pit locations for the residents of Northern Gila County; and

WHEREAS, the TONTO NRCD is a Natural Resource Conservation District, formed pursuant to A.R.S. §37-1031 et. seq. with powers outlined in A.R.S. §37-1054; and

WHEREAS, the TONTO NRCD will continue to provide administrative services to the burn pits owned by the United States Forest Service, for the residents of Northern Gila County; and

WHEREAS, the United States Forest Service owns two burn pits utilized by the residents of Northern Gila County. One location is outside of Payson, AZ. and the other one is outside of Pine, AZ. The County has determined that the purpose of this funding request is public and that the expenditure of these funds will improve or enhance the economic welfare of the inhabitants of the County.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$30,000 in an Economic Development Grant to the TONTO NRCD, to further the economic development of the County.

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

1. The Gila County Board of Supervisors will contribute \$30,000 in the form of an Economic Development Grant to the TONTO NRCD for the benefit of the public. The Economic Development Grant will be in effect from March 18, 2015 to March 17, 2016.
2. The Grant will be used by the TONTO NRCD for the continuance of operating two burn pits in the Northern Gila County area.

3. Tonto NRC D agrees to provide to the County a quarterly deliverables report with an accounting of how the Economic Development Grant has been spent. The report will include invoices and receipts that were paid during that quarter.

4. Notices

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

Tonto TONTO NRC D
Attn: Troy Neal
P.O. Box 3073
Payson, AZ 85547-3073

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

GENERAL TERMS

1. Indemnification: The TONTO NRC D shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the Town, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. The TONTO NRC D shall procure and maintain, until all of their obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from, or in connection with, the performance of the work described in this Intergovernmental Agreement No. 022715. The TONTO NRC D shall provide a Certificate of Insurance to Gila County naming Gila County as additional insured to the full limits of liability purchased by the TONTO NRC D. The TONTO NRC D insurance shall be primary insurance and non-contributory with respect to all other available sources.
3. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
4. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
5. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
6. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

7. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the TONTO NRCD does not appropriate sufficient monies for the purpose of maintaining this Agreement.

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

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor
Chairman of the Board of Supervisors

**TONTO NATURAL RESOURCE
CONSERVATION DISTRICT**



Troy Neal
Secretary/Treasurer

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

**INTERGOVERNMENTAL AGREEMENT NO. 021814
BETWEEN
GILA COUNTY
AND
TONTO NATURAL RESOURCE CONSERVATION DISTRICT**

THIS AGREEMENT is made and entered into effective this 18th day of March, 2014, by and between Gila County, hereinafter referred to as "County" and the Tonto Natural Resource Conservation District, hereinafter referred to as "TONTO NRCD".

RECITALS

WHEREAS, the Gila County Board of Supervisors desires to provide funding to the TONTO NRCD in order to further the economic development potentials of the Payson area residents to aid in the continuance of providing administrative services to the burn pit locations for the residents of Northern Gila County; and

WHEREAS, the TONTO NRCD is a Natural Resource Conservation District, formed pursuant to A.R.S. §37-1031 et. seq. with powers outlined in A.R.S. §37-1054; and

WHEREAS, the TONTO NRCD will continue to provide administrative services to the burn pits owned by the United States Forest Service, for the residents of Northern Gila County; and

WHEREAS, the United States Forest Service owns two burn pits utilized by the residents of Northern Gila County. One location is outside of Payson, AZ. and the other one is outside of Pine, AZ. The County has determined that the purpose of this funding request is public and that the expenditure of these funds will improve or enhance the economic welfare of the inhabitants of the County.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$30,000 in an Economic Development Grant to the TONTO NRCD, to further the economic development of the County.

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

1. The Gila County Board of Supervisors will contribute \$30,000 in the form of an Economic Development Grant to the TONTO NRCD for the benefit of the public. The Economic Development Grant will be in effect from March 18, 2014 to March 17, 2015.
2. The Grant will be used by the TONTO NRCD for the continuance of operating two burn pits in the Northern Gila County area.

3. Tonto NRCDC agrees to provide to the County a quarterly deliverables report with an accounting of how the Economic Development Grant has been spent. The report will include invoices and receipts that were paid during that quarter.

4. Notices

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

Tonto TONTO NRCDC
Attn: Troy Neal
P.O. Box 3073
Payson, AZ 85547-3073

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

GENERAL TERMS

1. Indemnification: The TONTO NRCDC shall indemnify, defend and hold harmless, County, its officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the Town, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. The TONTO NRCDC shall procure and maintain, until all of their obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from, or in connection with, the performance of the work described in this Intergovernmental Agreement No. 021814. The TONTO NRCDC shall provide a Certificate of Insurance to Gila County naming Gila County as additional insured to the full limits of liability purchased by the TONTO NRCDC. The TONTO NRCDC insurance shall be primary insurance and non-contributory with respect to all other available sources.
3. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
4. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
5. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
6. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

7. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the TONTO NRCD does not appropriate sufficient monies for the purpose of maintaining this Agreement.

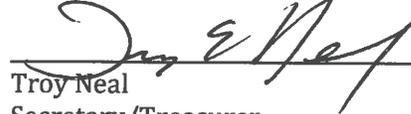
IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY BOARD OF SUPERVISORS



Michael A. Pastor
Chairman of the Board of Supervisors

**TONTO NATURAL RESOURCE
CONSERVATION DISTRICT**



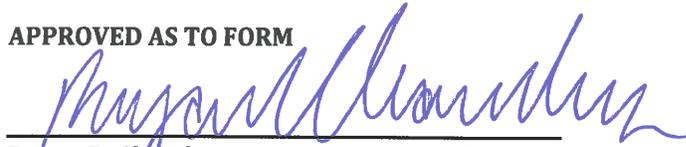
Troy Neal
Secretary/Treasurer

ATTEST



Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM



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



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval 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-3108

Regular Agenda Item 4. H.

Regular BOS Meeting

Meeting Date: 04/07/2015

Submitted By: Don McDaniel
Jr., County
Manager,
County Manager

Department: County Manager

Information

Request/Subject

Pine Strawberry Fuel Reduction (PSFR) Committee's request for a fee waiver to dispose of green waste at Buckhead Mesa Landfill

Background Information

PSFR has for many years conducted a brush pickup program where property owners clear their property of excessive brush. This program has been hugely successful in reducing a wildfire risk to Pine and Strawberry, especially should a fire brand drop in the interior of the two communities. For years the program relied on federal grants; however, the grants ceased in 2013. Since that time the program has accepted donations to continue the basic pickup. Paying the fees to the landfill is a cost that threatens the continued existence of the program.

Evaluation

The PFSR has partnered with the Pine Strawberry Fire Department (PSFD) to assist with the burning of the brush as needed in the Buckhead Mesa Landfill, thereby offsetting some of the cost to the County. The long range plan for the PSFR program is to utilize a local contractor to run the operation.

Conclusion

This is a project that has been spearheaded by local residents and is tremendously helpful in making this part of Gila County safe from wildfires and forest fires. A fire of any magnitude in the Rim Country could be devastating to the economy of the area and the County as a whole. Waiving the fees for the Fuel Reduction program is an excellent way for Gila County to participate in this effort with minimal financial impact to our tight budget.

Recommendation

Staff recommends that all normal and applicable fees at the Buckhead Mesa Landfill for dumping green waste as it relates to the Pine Strawberry Fuel Reduction program be waived until March 31, 2016.

Suggested Motion

Information/Discussion/Action to waive all normal and applicable fees at the Buckhead Mesa Landfill for dumping green waste as it relates to the Pine Strawberry Fuel Reduction program until March 31, 2016. **(Don McDaniel)**

Attachments

No file(s) attached.

ARF-3085

Regular Agenda Item 4. I.

Regular BOS Meeting

Meeting Date: 04/07/2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2014-2015 and Budgeted?: Yes
2015-2016

Contract Dates 6-1-15 to Grant?: No

Begin & End: 12-31-15

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Authorization to enter into Contract No. 032015 to utilize Hatch Construction & Paving, Inc. as a sole source material supplier.

Background Information

On August 19, 2013, the Gila County Board of Supervisors approved entering into Project Agreement 13-RO-11031200-018 with the United States Department of Agriculture (USDA), Forest Service, Tonto National Forest for aggregate resurfacing of Forest Road 512 (Young Road). Per this agreement, Gila County received enough funding to resurface approximately 5 miles of roadway in 2013. The materials utilized for the resurfacing is a combination of granite and Class 6 AB. The granite material for the project was pulled from the Tonto National Forest Ponderosa pit, at no cost to Gila County. The Class 6 AB materials were purchased from Hatch Construction & Paving, Inc.

On May 27, 2014, the County applied again to resurface the remainder of Forest Road 512. The application was accepted and the County was awarded \$342,644 through Project Agreement No. 14-RO-11031200-022. That agreement was to expire on September 30, 2014. On September 24, 2014, the Board of Supervisors approved Modification No. 01, which extends the term date to December 31, 2015.

Evaluation

To ensure completion by December 31, 2015, Gila County would like to begin Phase II of the resurfacing of Forest Road 512 (Young Road) by June 1, 2015. Once again, the granite will be pulled from the Ponderosa Pit, at no cost to the County, and the Class 6 AB will need to be purchased by the County.

Gila County will need to contract with a material supplier for the purchase of approximately 9,500 Tons of Class 6 AB required for aggregate resurfacing of Forest Road 512-Phase II. Staff had materials tested from the three vendors with pits closest to the project site. As Gila County will need to contract with a trucking firm to haul

the aggregate materials from the pits to the jobsite, pit location is a consideration, as well as the organic make up of the Class 6 AB materials. From the three pits tested, Hatch Construction & Paving, Inc.'s pit had the highest plasticity index, and having used this material on the first phase of this project, a granite to clay mix ratio has been established that works well with this material. The material at the Hatch pit is a native material and screened on site at the Hatch plant. Additionally, the Hatch pit is the closest pit to the project location.

Conclusion

Gila County would like to continue to purchase Class 6 AB from the Hatch Construction & Paving, Inc. pit for the second phase of the aggregate resurfacing of Forest Road 512. Testing results of the three pits in the general area of the project site reflect the Class 6 AB from the Hatch pit has the highest plasticity index and has proven to work well on the first phase of this project.

Recommendation

The Public Works Division Director and the Finance Division Director recommend that the Board of Supervisors authorize the use of the Hatch Construction & Paving, Inc.'s pit in Taylor, AZ, as a sole source material supplier, to purchase the Class 6 AB material needed for the second phase of the aggregate resurfacing of Forest Road 512 (Young Road), in Young, AZ.; and recommend entering into Contract No. 032015 to secure the materials.

Suggested Motion

Information/Discussion/Action to authorize the utilization of Hatch Construction & Paving, Inc. as a sole source material supplier for Class 6 AB material necessary to perform Phase II of the aggregate resurfacing of Forest Road 512 (Young Road); and allow the Chairman's signature on Contract No. 032015 for the purchase of the material from Hatch Construction & Paving, Inc. in an amount not to exceed \$55,000 without prior written authorization.

(Jeff Hassenius & Steve Stratton)

Attachments

Service Agreement No. 032015-Hatch Construction & Paving, Inc.

Plasticity testing of Class 6 AB material

Legal Explanation

Tommie C. Martin, District I
610 E. Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743
Fax: (928) 425-7056

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 032015
PURCHASE AGGREGATES FOR FR512-PHASE II

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Hatch Construction & Paving, Inc.**, of the City of Taylor, 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 the purchase of aggregates for Forest Road 512-Phase II, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Deputy Director of Public Works or designee.

Scope of Work: Contractor shall supply Class 6 AB per Attachment "A" to Service Agreement No. 032015, by mention made a binding part of this agreement as set forth herein. Contractor is responsible for all loading of materials.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 032015, 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

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

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

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

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

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

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

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

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501**, or emailed to Jeannie Sgroi at jsgroi@gilcountyz.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.

Quote



Date 3/9/2015

To: Brett
Gila County
Project: Young Road
From: Tammi Smith

Description

<u>DESCRIPTION</u>	<u>FOB Taylor</u>
1. 9500 TONS OF CLASS 6 AB	\$ 5.50 PER TON FOB

Sales tax rate 8.1%

Prices quoted above do not include quality control testing.

Not responsible for staking or engineering.

Prices good for one hundred and twenty (120) days.

Purchase Order is required BEFORE material will be delivered.

Should you have any further questions, please call at your earliest convenience.
We appreciate the opportunity to do business with your company

Sincerely,

Tammi Smith
Hatch Construction and Paving, Inc.

Office: 928-536-7213

ARTICLE 14- TERM: Contract shall be effective date signed by the Board of Supervisors and expires in seven months from that date.

ARTICLE 15 - PAYMENT/BILLING: The product shall be measured by the ton and shall be weighed on approved scales furnished by the Material Supplier or certified public scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets at the source. This Service Agreement No. 032015 is for a not to exceed without prior written authorization amount of \$55,000.00.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

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

IN WITNESS WHEREOF, two (2) identical counterparts of Service Agreement No. 032015, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2015.

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

HATCH CONSTRUCTION & PAVING, INC.

Signature

Print Name

ERIC RITZ

ARIZONA DEPARTMENT OF TRANSPORTATION
SOIL AND AGGREGATE TABULATION

USE CAPITAL LETTERS

LAB NUMBER: [] [] [] [] [] [] [] [] [] []
 ORG NUMBER: [] [] [] [] [] [] [] [] [] []
 MATL: [] [] [] [] [] [] [] [] [] []
 TYPE: [] [] [] [] [] [] [] [] [] []
 PUR-POSE: [] [] [] [] [] [] [] [] [] []
 TEST LAB: [] [] [] [] [] [] [] [] [] []
 SIZE: [] [] [] [] [] [] [] [] [] []
 SIZE %: [] [] [] [] [] [] [] [] [] []
 TEST NO.: [] [] [] [] [] [] [] [] [] []
 LOT OR SUFFIX: [] [] [] [] [] [] [] [] [] []
 SAMPLED BY: Brent Cline
 MO DAY YEAR: 03 02 15
 TIME: [] [] [] [] [] [] [] [] [] []
 MILITARY TIME: [] [] [] [] [] [] [] [] [] []
 SAMPLED FROM: Plant
 LIFT NO.: [] [] [] [] [] [] [] [] [] []
 RDWY: [] [] [] [] [] [] [] [] [] []
 STATION: [] [] [] [] [] [] [] [] [] []
 IF MILEPOST, INPUT DECIMAL: [] [] [] [] [] [] [] [] [] []
 ORIGINAL SOURCE: Reid head
 PROJECT ENGINEER / SUPERVISOR: [] [] [] [] [] [] [] [] [] []
 PROJECT NUMBER: [] [] [] [] [] [] [] [] [] []
 TRACS NUMBER: [] [] [] [] [] [] [] [] [] []

REMARKS

Gradation, PI - Testing done per Brent Cline's Request
(Material was known as class 6 only)
(Gila County Material)

- ARIZ 201
 Dried to Constant Wt.
 Not Dried to Constant Wt.
 ARIZ 248
 Alt. 1 Alt. 2 Alt. 3
 Alt. 4 Alt. 5

% OVERSIZE
 +3" [] [] [] [] [] [] [] [] [] []
 +6" [] [] [] [] [] [] [] [] [] []
 COARSE FACTOR
008242 = $\frac{100}{\text{COARSE SIEVE TOTAL}}$

WET SAMPLE PREWEIGHT = [] [] [] [] [] [] [] [] [] []
 WET WT. OF -#4 = [] [] [] [] [] [] [] [] [] []
 -#4 SPLIT WET WT. = [] [] [] [] [] [] [] [] [] []

SIEVE	WEIGHTS RETAINED	% RET.	% PASS	SPECS.	CUMULATIVE % RET. FINENESS MODULUS
3"					
2 1/2"					
2"					
1 1/2"					
1"		0	100		
3/4"	68	1	99		
1/2"	1260	10	89		
3/8"	1567	13	76		
1/4"	862	7	69		
#4	1080	9	60		
#4	596	5			
Total	6700	55			

IF TOTAL SAMPLE IS WASHED:
 UNWASHED WT. = 520
 WASHED WT. = 479
 ELUTRIATION = 101

DRY WT. OF -#4 SPLIT: 580
 FINE FACTOR: 094828 = $\frac{\% \text{ PASS } \#4}{\text{DRY WT. OF -#4 SPLIT}}$

SIEVE	WEIGHTS RETAINED	% RET.	% PASS	SPECS.
#8	90	9	46	
#10	18	1	45	
#16	52	5	40	
#30	92	9	31	
#40	55	6	25	
#50	56	5	20	
#100	75	7	13	
#200	33	3		
-#200	2		9.8	
Total	479			
Elutriation	101			

T = AASHTO Tests

Liquid Limit (LL) T-89: 20
 Plastic Limit (PL) T-90: 14
 Plasticity Index (PI) = LL - PL T-90: 6
 Abrasion Method (A,B,C,D) T-96:
 @ 100 Revolutions: [] [] [] [] [] [] [] [] [] [] %
 @ 500 Revolutions: [] [] [] [] [] [] [] [] [] [] %
 Absorption, H₂O ARIZ 210 ARIZ 211: [] [] [] [] [] [] [] [] [] [] %
 Specific Gravity, SSD ARIZ 210 ARIZ 211: [] [] [] [] [] [] [] [] [] [] %
 Specific Gravity, OD ARIZ 210 ARIZ 211: [] [] [] [] [] [] [] [] [] [] %
 Specific Gravity, Apparent ARIZ 210 ARIZ 211: [] [] [] [] [] [] [] [] [] [] %
 Proctor Method: [] [] [] [] [] [] [] [] [] [] %
 Optimum Moisture: [] [] [] [] [] [] [] [] [] [] %
 Max. Dry Density: [] [] [] [] [] [] [] [] [] [] PCF
 Sand Equivalent T-176 ARIZ 242 (MAFC): [] [] [] [] [] [] [] [] [] [] %
 At Least One Fractured Face ARIZ 212: [] [] [] [] [] [] [] [] [] [] %
 At Least Two Fractured Faces ARIZ 212: [] [] [] [] [] [] [] [] [] [] %
 Uncompacted Void Content ARIZ 247: [] [] [] [] [] [] [] [] [] [] %
 Moisture Content T-255 T-255: [] [] [] [] [] [] [] [] [] [] %
 Flakiness Index ARIZ 233: [] [] [] [] [] [] [] [] [] [] %
 Carbonates ARIZ 238: [] [] [] [] [] [] [] [] [] [] %
 pH ARIZ 236 OR 237: [] [] [] [] [] [] [] [] [] [] %
 Resistivity (ohm-cm) ARIZ 236: [] [] [] [] [] [] [] [] [] [] %
 Soluble Salts (PPM) ARIZ 237: [] [] [] [] [] [] [] [] [] [] %
 Unit Weight T-19: [] [] [] [] [] [] [] [] [] [] PCF
 Hydrometer T 88 (Smaller than 0.02 mm): [] [] [] [] [] [] [] [] [] [] %
 (Smaller than 0.002 mm): [] [] [] [] [] [] [] [] [] [] %
 (Smaller than 0.001 mm): [] [] [] [] [] [] [] [] [] [] %
 Chloride Content (PPM) ARIZ 736: [] [] [] [] [] [] [] [] [] []
 Sulfate Content (PPM) ARIZ 733: [] [] [] [] [] [] [] [] [] []
 Exchangeable Sodium (%) ARIZ 729: [] [] [] [] [] [] [] [] [] []
 Exchangeable Sodium (PPM) ARIZ 729: [] [] [] [] [] [] [] [] [] []

- A - ARIZ 225
 C - ARIZ 226
 D - ARIZ 226
 AD - ARIZ 245
 A1 - ARIZ 232
 AD1 - ARIZ 246

FINENESS MODULUS = $\frac{\text{TOTAL CUMULATIVE \% RET.}}{100}$

- WHITE []
 YELLOW []
 BLUE []

RECEIVED DATE: 03-02-15
 TEST OPERATOR & DATE: Richard Franer 3-5-15
 SUPERVISOR & DATE: AD 3-5-15



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-3079

Regular Agenda Item 4. J.

Regular BOS Meeting

Meeting Date: 04/07/2015

Submitted For: Jeff Hassenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Information

Request/Subject

Request to Advertise Invitation for Bid No. 020315-1 Aggregate Hauling to Forest Road 512-Phase II.

Background Information

On August 19, 2013, the Gila County Board of Supervisors approved entering into Project Agreement 13-RO-11031200-018 with the United States Department of Agriculture (USDA), Forest Service, Tonto National Forest for aggregate resurfacing of Forest Road 512 (Young Road). Per this agreement, Gila County received enough funding to resurface approximately 5 miles of roadway in 2013.

On May 27, 2014, the County applied again to resurface the remainder of Forest Road 512. The application was accepted and the County was awarded \$342,644 through Project Agreement No. 14-RO-11031200-022. On August 18, 2014, the Board of Supervisors approved Road Project Agreement No. 14-RO-11031200-022 with the Tonto National Forest, for Phase II of aggregate resurfacing of Forest Road 512 (Young Road) for \$342,644. That agreement was to expire on September 30, 2014. On September 24, 2014, the Board of Supervisors approved Modification No. 01, which extended the term date to December 31, 2015.

Evaluation

Gila County will need to contract with a trucking firm(s) to haul the aggregates from two pits to Forest Road 512 for the completion of Phase II. One of the pit locations is the Hatch Construction & Paving, Inc. pit located at 4000 Papermill Road in Taylor, Arizona. The other pit is the Tonto National Forest Ponderosa pit. Due to the Ponderosa pit being on federal land, the attached Invitation to Bid No. 020315-1 specifies that Davis-Bacon wages are required for hauling from the Tonto National Forest Ponderosa pit.

Conclusion

Aggregate surfacing of the road will improve the surface of the road and reduce maintenance costs on the road. Project Agreement 14-RO-11031200-022 with the USDA, Forest Service, Tonto National Forest is effective through December 31, 2015, at which time it will expire.

Use of funds made available through the USDA program benefits Gila County residents and reduces the amount required by the County to accomplish this project.

Recommendation

The Public Works Division Deputy Director and the Finance Division Director recommend that the Board of Supervisors authorize the advertisement of Invitation for Bids No. 020315-1 for Aggregate Hauling to Forest Road 512-Phase II, to be published for two (2) consecutive weeks in the Arizona Silver Belt.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 020315-1 - Aggregate Hauling to Forest Road 512-Phase II.

(Jeff Hassenius and Steve Sanders)

Attachments

Request to Advertise

Invitation for Bid No. 020315-1

**GILA COUNTY
NOTICE OF INVITATION FOR BID**



**INVITATION FOR BID NUMBER
020315-1
AGGREGATE HAULING TO FOREST ROAD 512-PHASE II
YOUNG, AZ**

Content	Page
Solicitation.....	1
Section 1: Specifications.....	2
Section 2: General Terms & Conditions	4
Section 3: Special Terms & Conditions.....	9
Section 4: Instructions to Submitters.....	14
Contract Forms:.....	Attachments "A thru M"
Maps.....	



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

1400 East Ash Street
Globe, Arizona
85501

**BID NUMBER
020315-1**

BID DUE DATE: April 29, 2015

TIME: 11:00 AM MST

DESCRIPTION: Aggregate Hauling

PRE-BID CONFERENCE: "Not Applicable"

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

In accordance with A.R.S. §41-2533, Invitation For Bid No. 020315-1 for the materials or services specified will be received by the Gila County Finance Department at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Finance Department shall not be considered. To receive bid documents contact the Contracts Administrator at (928) 402-8612.

Additional instructions for preparing a bid are provided in Section 4, page 14, of the bid documents to Offerors as contained within this solicitation.

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

Advertisement Dates: April 15th and April 22, 2015

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: Seven Months
Phone Number: 928-402-8612

Signed: _____ Date: ____/____/____
Michael A. Pastor, Chairman, Board of Supervisors

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

BID NO. 020315-1
AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ**SECTION 1**
SPECIFICATIONS**1. Purpose**

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the delivery of aggregates only, from specified pits to the Forest Road 512 (FR 512) job site. **Bid prices should reflect hauling only. Aggregate material cost shall not be included.**

The specifications are intended to describe the type, size, quality, which will best meet the demands of the using department. It is not intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

2. Specifications

- a) Provide prices, per load, to transport approximately 9,500 tons of Class 6 aggregate material from Hatch Construction & Paving, Inc. pit, located at 4000 Papermill Road, Taylor, AZ, to the project site on FR 512, approximately 8 miles south from the intersection of Highway 260, to the beginning of project. From this point, go 9 miles to beginning of pavement, which is the end of the project. See map. **NOTE: Davis-Bacon wages do not apply when hauling out of this pit.**
- b) Provide prices, per load, to transport approximately 11,278 tons of granite material from the Tonto National Forest Ponderosa pit, located off of Highway 260, Milepost 265.1, to the project site on FR 512, approximately 8 miles south from the intersection at Highway 260, to the beginning of project. From this point, go 9 miles to beginning of pavement, which is the end of the project. See map. **NOTE: Davis-Bacon wages do apply when hauling out of Tonto National Forest Ponderosa pit. See Attachment "M".**
- c) Bids shall be based on an average load of approximately twenty-three (23) tons, **minimum** twenty-two (22) tons capacity belly dumps. The project does not have weight scales. Bids shall be by the load.
- d) From the Hatch pit to the end of the job site is 67.2 miles, one way. Directions to the job site from Hatch pit is: West toward Payson; at the junction of Highway 260 and FR 512 turn South on 512 and go 8 miles to the beginning of the project. End of project is approximately 9 miles from this point.
- e) From the Ponderosa pit to the end of the job site is 36.7 miles, one way. Directions to the job site from Ponderosa pit is: at Milepost 265.1, Highway 260, go East toward Forest Lakes; at the junction of Highway 260 and FR 512, turn South, on FR 512 go 8 miles to the beginning of the project. End of project is approximately 9 miles.
- f) Hatch Construction & Paving, Inc. is responsible for loading out of the Hatch pit.

- g) Phase II of this project will be split up into two different schedules. The first portion of the work will need to start by the beginning of June 2015 and will consist of hauling 4,750 tons of Class 6 Aggregate Base from the Hatch plant; and 5,639 tons of Granite from the Ponderosa pit and should take approximately twelve (12) days.
- h) The second portion of the work will start no later than the second week in August 2015 and will consist of hauling 4,750 tons of Class 6 Aggregate Base from the Hatch plant; and 5,639 tons of Granite from the Ponderosa pit and should take no more than twelve (12) days.
- i) Gila County will be responsible for loading material at the Ponderosa pit, processing and laying material on the roadway at the job site and all signage and traffic control. Gila County may also assist in hauling material.
- j) Work days will be Monday through Thursday, excluding State holidays. Work hours will be 7:00 A.M. to 3:30 P.M., with the first load on the job site by 7:00 A.M. and the last load on the job site by 3:30 P.M.
- k) Davis-Bacon wages for drivers hauling out of the **Tonto National Forest Ponderosa pit**, will be required. Davis-Bacon wage decision AZ9 (AZ150009 dated 01/02/2105) is attached to this Invitation to Bid as Attachment "M". All submittals pertaining to Certified Payroll Reports and Prevailing Wage must be received by the Gila County Public Works Administration in a timely manner. Certified payroll reports will be required and will be due weekly. Failure to submit certified payroll reports within one week from the previous payroll, may result in delayed payment to Contractor. Interviews must be performed before award.
- l) For the first week, Contractor is required to run a minimum of five (5) trucks from the Ponderosa pit to the job site daily, and a minimum of seven (7) trucks from the Hatch pit in Taylor to the job site daily. The Project Manager will adjust the number of trucks per day on a weekly basis.

3. Equipment

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

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

4. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County

BID NO. 020315-1
AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ**SECTION 2**
GENERAL TERMS AND CONDITIONS**Award Contract**

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

Protests

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

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.
- F. All Protest shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

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

OFFERORS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

Overcharges by Antitrust Violations

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

Authority to Contract

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

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

Contract Amendments

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

BID NO. 020315-1
AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ**Contract Default**

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

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

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

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

Compensation and Method of Payment

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

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

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

IRS W-9 Form

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

Purchase Orders

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

Force Majeure

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

Force Majeure shall not include the following occurrences:

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

Warranties

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

General

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

Subsequent to the initial review, all remaining offers shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

BID NO. 020315-1
AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ**SECTION 3**
SPECIAL TERMS AND CONDITIONS

1. Term of Contract
The term of the contract shall commence upon award and shall remain in effect for a period of seven (7) months unless terminated, canceled or extended as otherwise provided herein.
2. Contract Extension
The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
3. Changes
The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.
4. Bid Evaluation
In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.
5. Invoicing
Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.

- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Applicable taxes
- Total of invoice

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

The County will make every effort to process payment for the purchase of product within fifteen (15) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the fifteen (15) day payment period.

6. Quantities
Contractors specifically understand and agree that the quantities used for bidding purpose are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.
7. Price Reduction
A price reduction may be offered at any time during the term of a contract and shall become effective upon notice.
8. Ordering
Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.
9. Delivery
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.
10. Warranty
The Contractor warrants:
 - That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
 - That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.
11. Multiple Award
The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.
12. Vendor Registration
Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "E" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.
13. Contract Administration
For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Jeannie Sgroi, (928) 402-8612, for Product Specifications contact, Brent Cline, (928) 402-8526.
14. Indemnification
The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of

this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

15. Insurance Requirements

The Contractor shall furnish Certificate(s) of Insurance to the County within ten (10) calendar days of notification of award and prior to all contract extensions.

BID NO. 020315-1
AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ

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

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

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

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

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

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

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

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

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

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

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

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

BID NO. 020315-1
AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ**SECTION 4**
INSTRUCTIONS TO SUBMITTERS

IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS 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 SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

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

Bid Proposal Guaranty

Each bid proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.

Requirement of Contract Bonds

At the time of the execution of the contract, the successful bidder shall furnish the County a Statutory Performance Bond and a Statutory Labor and Materials Bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work, and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work, ***unless the successful bidder chooses not to take a payment draw***. The surety and the form of the bond or bonds shall be acceptable to the County. Unless otherwise specified, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223. ***Note: The Performance and Labor and Materials bonds will be waived if the successful bidder chooses not to take a payment draw during the course of the project.***

Amendments

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

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

BID NO. 020315-1
AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ**Inquiries**

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Bid results ARE NOT provided in response to telephone inquiries. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

Any Bid received later than the date and time specified on the Notice for Sealed Bid will be returned unopened. Late offers shall not be considered. Any Contractor submitting a late Bid shall be so notified.

Submittal Bid Format

It is requested that Two (2) Original and One (1) copy (3 TOTAL), ORIGINAL SIGNATURES ON ALL COPIES, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid.

The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

BID NO. 020315-1
AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ

2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to Bid deadline.

REQUIRED ATTACHMENTS:**Offer and Contract Award**

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

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

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

Qualification and Certification

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

Price Sheet

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

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References

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

I.R.S. W-9

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

In order to receive payment, vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit

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

Intentions Concerning Subcontracting

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

BID NO. 020315-1
AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ**Legal Arizona Workers Act Compliance**

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

Complete and submit all information requested on Attachment "I". All addendum(s) received concerning the solicitation must be acknowledged on this form.

Surety Bond

Provide a Surety Bond (Bid Bond) for ten percent (10%) of the amount of total bid on Attachment "J".

Statutory Performance Bond

Provide a Performance Bond (upon award) for one hundred percent (100%) of the amount of total bid on Attachment "K". ***Not required if Contractor chooses not to take a payment draw during the course of the project.***

Statutory Labor and Materials Bond

Provide a Payment Bond (upon award) for one hundred percent (100%) of the amount of total bid on Attachment "L". ***Not required if Contractor chooses not to take a payment draw during the course of the project.***

Davis-Bacon Wage Determination

Utilize the wage rates provided on the Davis-Bacon Wage Determination AZ9 AZ150009 dated 01/02/2015, Attachment "M", for the drivers hauling out of the ***Tonto National Forest Ponderosa pit only***. Provide weekly certified payroll reports.

Bid Submission

- Offers shall be submitted in a sealed envelope and a ***minimum of Three (3) copies, all with original signatures*** shall be provided by the Contractor.
- The words "INVITATION FOR BID" with BID TITLE "AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ", BID NO, "020315-1", DATE "APRIL 29, 2015", and TIME "11:00 AM" of Bid opening shall be written on the envelope.
- The name of the Firm submitting the bid shall be written on the outside of the envelope.
- The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"
OFFER AND CONTRACT AWARD PAGE

To Gila County

The undersigned hereby offers and agrees to furnish the material or services in compliance with all terms and conditions, instructions, specifications, and any amendments contained in this Request for Proposals document.

Signature also certifies the Contractors 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 Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

Contract Number: 020315-1 AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ

Contractor Submitting Proposal:

For Clarification of this offer, contact:

Company Name

Name: _____

Address

Phone No.: _____

Fax No.: _____

Email: _____

City State Zip

Signature of Authorized Representative

Printed Name

Title

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

Offer Page continued....

The offer is hereby accepted.

The Contractor _____ is now bound to provide the materials or services listed in IFB Number 020315-1, including all terms and conditions, specifications, amendments, etc. and the Contractors Offer as accepted by County/public entity.

The Contractor holds Arizona State Transaction Privilege Tax License Number: _____.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives this signed sheet, or written notice to proceed.

GILA COUNTY BOARD OF SUPERVISORS;

Awarded this _____ day of _____, 2015

Michael A. Pastor, Board of Supervisors

ATTEST;

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM;

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

ATTACHMENT "B"
QUALIFICATION AND CERTIFICATION FORMS

Exhibit "B" Suppliers Qualifications and Reference List

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

IFB Number 020315-1 Aggregate Hauling to Forest Road 512-Phase II

The applicant submitting this Proposal warrants the following:

A. Name, Address, and Telephone Number of Principal Contractor:

B. Has Contractor (under its present or any previous name) ever failed to complete a contract?

_____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

C. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

D. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

Qualification & Certification continued.....

- E. Contractor must also provide at least the following information:
 - a. A brief history of the Contractors Firm.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. For each subcontractor proposed, this form must be completed in its entirety and **three (3) copies (one (1) original and two copies with original signatures)** included in the Proposal package.
 - f. Gila County reserves the right to request additional information.

- F. **Contractor Experience Modifier (e-mod) Rating:** _____

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

- G. **Current Arizona Contractor License Number:** _____

Signature of Authorized Representative

Printed Name

Title

ATTACHMENT "C"
PRICE SHEET

ITEM NO.	QTY/UNIT	DESCRIPTION	UNIT PRICE	PIT LOCATION
01.	LOAD	Class 6 Aggregate Base	\$_____	<u>Hatch Papermill Rd. pit</u>
02.	LOAD	Granite	\$_____	<u>Tonto Ponderosa pit</u>

ATTACHMENT "D"
REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractors under consideration for final award.

The information may or may not be a determining factor in award.

References

List at least four customers for whom you have provided service of a similar scope as this Request or Proposal during the past twelve months, in or as close to Gila county as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
----------------------------------	------------------	------------------------

Signature of Authorized Representative

Printed Name

Title

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] [] - [] [] [] [] - [] [] [] []	
OR	
Employer identification number	
[] [] [] [] [] [] - [] [] [] [] [] [] [] [] [] []	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENT "F"
AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: GILA)

_____)
(Name of Individual)

being first duly sworn, deposes and says:

That he is _____)
(Title)

Of _____) and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on IFB NO. 020315-1 and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____)

_____)
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2015.

_____ My Commission expires: _____
Notary Public

ATTACHMENT "G"
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of **Invitation for Bid No. 020315-1, Aggregate Hauling to Forest Road 512-Phase II-Young, AZ**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

YES, it is my intention to subcontract a portion of the work.

NO, it is not my intention to subcontract a portion of the work.

Name of Business

Signature of Authorized Representative

Title

Date

ATTACHMENT "H"
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.

Signature of Authorized Representative

Printed Name

Title

ATTACHMENT "I"
CONTRACTORS CHECKLIST

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

CHECKLIST

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED/EXECUTED</u>
OFFER AND CONTRACT AWARD PAGE	_____
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
W-9	_____
AFFIDAVIT OF NON-COLLUSION	_____
INTENTIONS CONCERNING SUBCONTRACTING	_____
AZ WORKERS ACT COMPLIANCE	_____
SUPPLIERS CHECKLIST/ADDENDA ACKNOWLEDGMENT	_____
SURETY BOND	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2015.

CONTRACTOR:

BY:

Each proposal shall be sealed in an envelope addressed to Gila County Finance Department and bearing the following statement on the outside of the envelope: Proposal to Provide: **Aggregate Hauling to Forest Road 512-Phase II-Young, AZ, IFB No. 020315-1.** All proposals shall be filed at **Gila County Finance Department, 1400 E. Ash St., Globe, AZ 85501**, on or before **11:00 AM/MST, Wednesday, April 29, 2015.**

ATTACHMENT "J" SURETY BOND

**GILA COUNTY
SURETY (BID) BOND**

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____, as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

Surety

By

By Attorney-in-Fact

Title

Address, Attorney-in-Fact

Subscribed and sworn to before me

This _____ day of _____, 2015

My commission expires: _____

Notary Public

ATTACHMENT "K" PERFORMANCE BOND

**STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES**

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal, and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ** contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

Principal

Seal

By:

Surety

Seal

By:

Agency of Record

Agency Address

Arizona Countersignature

Address

Phone Number

Davis-Bacon Wage Decision AZ150009

General Decision Number: AZ150009 01/02/2015 AZ9

Superseded General Decision Number: AZ20140009

State: Arizona

Construction Type: Highway

Counties: Apache, Cochise, Gila, Graham, Greenlee, La Paz, Navajo and Santa Cruz Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0 Publication Date 01/02/2015

CARP0408-007 07/01/2013

APACHE, COCHISE & SANTA CRUZ COUNTIES

	Rates	Fringes
CARPENTER (Including Cement Form work).....	\$ 24.03	9.99

* ENGI0428-004 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Oiler Driver.....	\$ 25.36	9.30

IRON0075-006 01/01/2014

Apache, Cochise, Gila, Graham, Greenlee, La Paz, Navajo Counties

	Rates	Fringes
Ironworker, Rebar.....	\$ 26.52	21.02

- Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
- Zone 2: 050 to 100 miles - Add \$4.00
- Zone 3: 100 to 150 miles - Add \$5.00
- Zone 4: 150 miles & over - Add \$6.50

Davis-Bacon Wage Decision AZ150009
 SUAZ2009-002 04/23/2009

	Rates	Fringes
CARPENTER		
Gila, Graham, Greenlee, La Paz & Navajo.....	\$ 21.71	3.82
CEMENT MASON.....	\$ 17.74	3.59
ELECTRICIAN.....	\$ 24.43	5.38
IRONWORKER, Rebar		
Santa Cruz county.....	\$ 21.75	13.59
LABORER		
Asphalt Raker.....	\$ 14.97	5.88
Concrete Worker.....	\$ 13.38	4.50
Fence Builder.....	\$ 12.20	3.84
Flagger.....	\$ 12.31	3.96
General/Cleanup.....	\$ 12.78	2.50
Guard Rail Installer.....	\$ 12.20	3.84
Landscape Laborer.....	\$ 11.02	
Water Blaster.....	\$ 14.90	2.90
OPERATOR: Power Equipment		
Backhoe < 1 cu yd.....	\$ 17.76	3.89
Compactor Self Propelled (with blade-grade operation..)	\$ 22.53	6.57
Compactor Small Self Propelled (with blade- backfill, ditch operation)..	\$ 22.29	6.31
Concrete Pump.....	\$ 20.31	6.48
Crane (under 15 tons).....	\$ 22.98	4.26
Drilling Machine (including wells).....	\$ 21.79	4.10
Grade Checker.....	\$ 23.41	6.54
Hydrographic Seeder.....	\$ 19.73	5.40
Mass Excavator.....	\$ 23.33	6.98
Milling Machine/Rotomill....	\$ 21.87	6.84
Power Sweeper.....	\$ 19.33	4.85
Roller (all types asphalt)..	\$ 17.46	5.58
Roller (excluding asphalt)..	\$ 19.23	5.09
Scraper (pneumatic tire)....	\$ 22.41	6.90
Screed.....	\$ 20.90	6.72
Skip Loader (all types 3 < 6 cu yd).....	\$ 20.91	7.35
Skip Loader (all types 6 < 10 cu yd).....	\$ 22.24	6.83
Skip Loader < 3 cu yd.....	\$ 17.97	6.60
Tractor (dozer, pusher- all).....	\$ 22.53	6.47
Tractor (wheel type).....	\$ 24.62	7.57
PAINTER.....	\$ 13.94	2.56
TRUCK DRIVER		
2 or 3 axle Dump or Flatrack.....	\$ 16.17	4.24
Oil Tanker Bootman.....	\$ 21.94	
Pickup.....	\$ 12.88	1.73
Water Truck < 2500 gal.....	\$ 19.59	5.90
Water Truck > 3900 gal.....	\$ 18.70	4.79

Davis-Bacon Wage Decision AZ150009
Water Truck 2500 < 3900
gal.....\$ 17.13

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the state of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

Davis-Bacon Wage Decision AZ150009
date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

with regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Davis-Bacon Wage Decision AZ150009
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

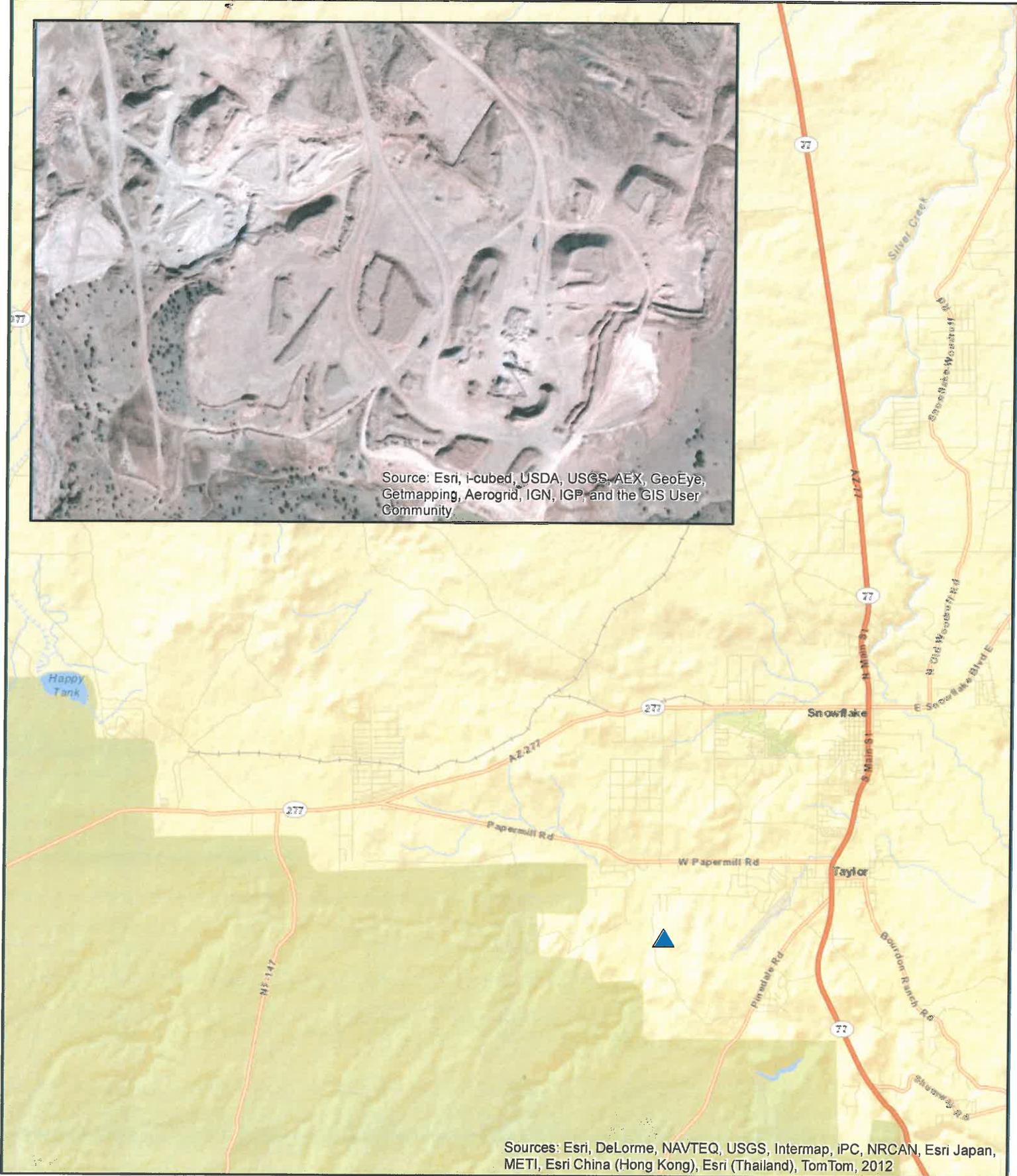
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION
�



Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012

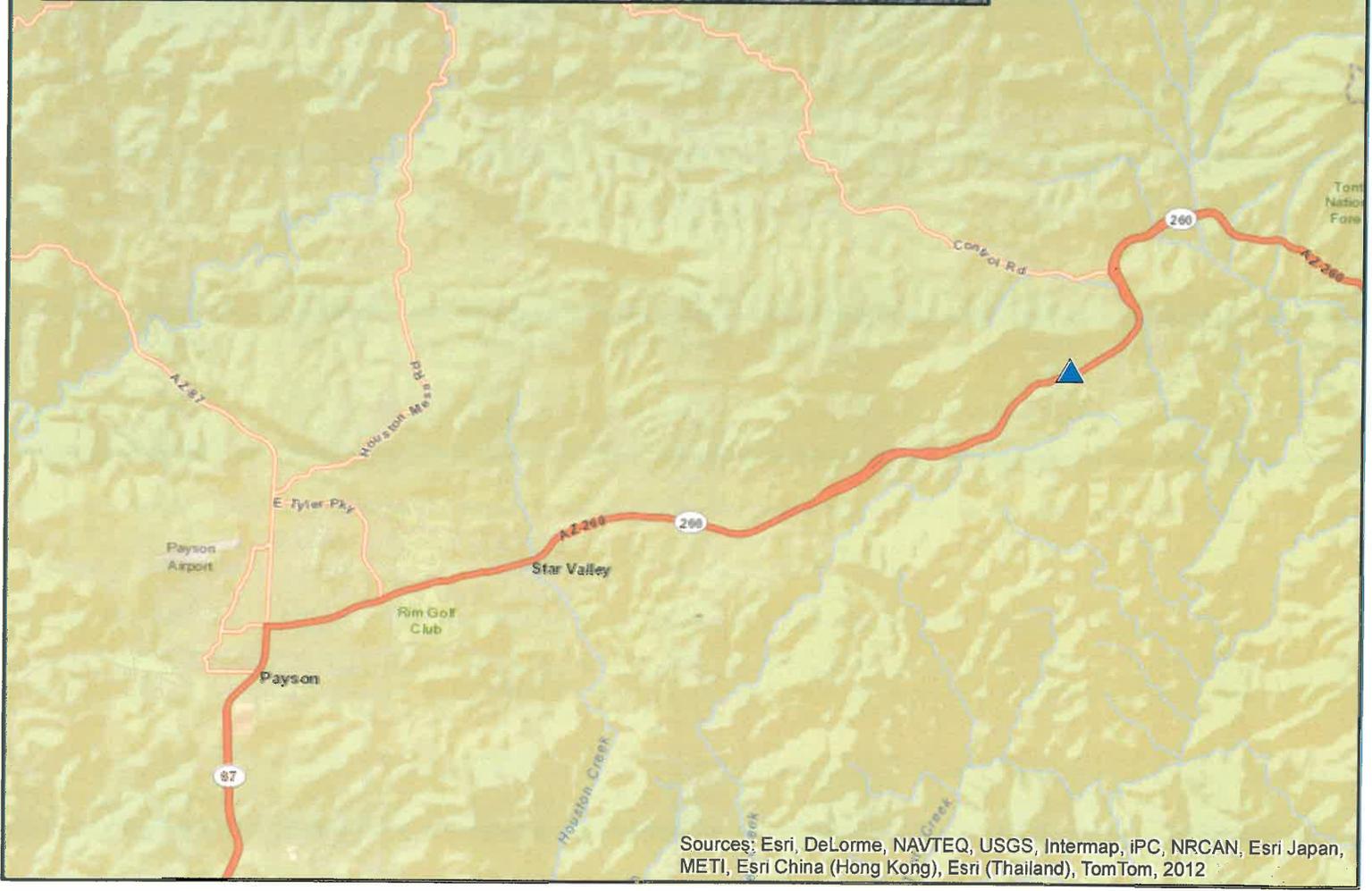
Material Pit Locations for FS 512 Project
Hatch Pit
4000 Papermill Rd, Taylor AZ

Legend
Locations
 Hatch Pit





Source: Esri, Earthstar, USDA, USGS, AEX, GeoEye, Geomapping, AeroGrid, IGN, IGP, and the GIS User Community



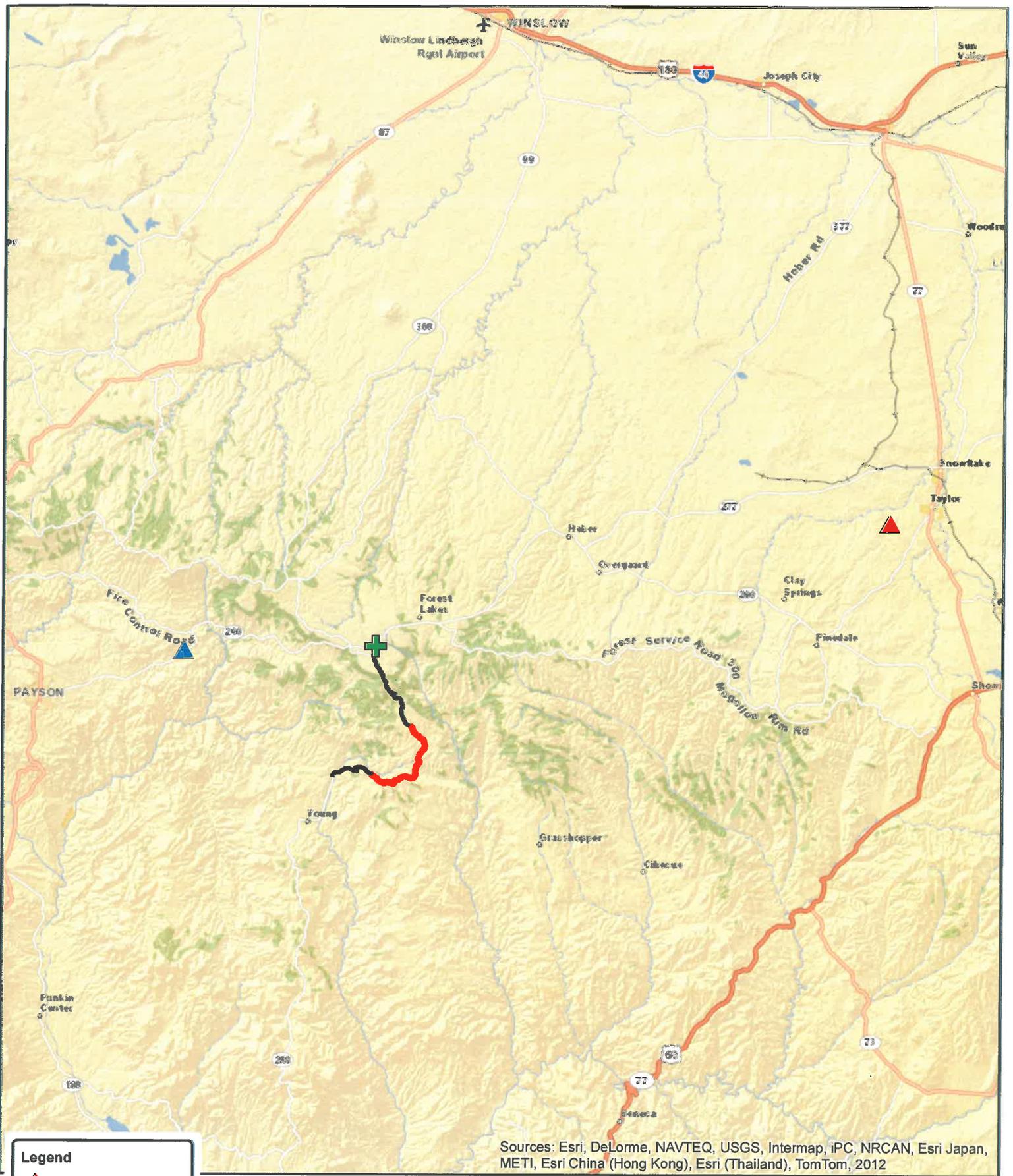
Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012

Material Pit Locations for FS 512 Project Ponderosa Pit SR 260 - Milepost 265.1

Legend
Locations
▲ Ponderosa Pit

1 in = 2 miles



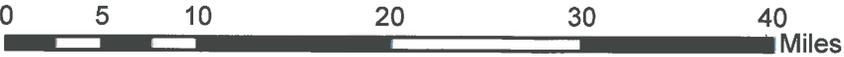


Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012

Legend

-  Hatch Pit
-  Ponderosa Pit
-  SR 260/FS 512 Intersection
- FS 512 Road**
-  Road Alignment
-  2015 Project Scope

Material Pit Locations for FS 512 Project



1 in = 10 miles



ARF-3067

Regular Agenda Item 4. K.

Regular BOS Meeting

Meeting Date: 04/07/2015
Submitted For: Steve Sanders, Deputy Director
Submitted By: Steve Sanders, Deputy Director, Public Works Division
Department: Public Works Division Division: Engineering

Information

Request/Subject

Accept a Citizens' Petition to begin the process to designate Day Place and Fisherman's Lane as Country Dirt Roads

Background Information

On March 2, 2015, Gila County Public Works received a Citizens' Petition to establish Day Place and Fisherman's Lane as Country Dirt Roads.

Evaluation

The signed petition for Day Place and Fisherman's Lane meets the requirements of Public Works Policy # ENG03-04 "Guidelines to Country Dirt Roads" which was approved by the Board of Supervisors on October 3, 2003, revised on December 14, 2004, and again on May 24, 2007.

Conclusion

N/A

Recommendation

The Public Works Division Deputy Director recommends that Gila County accept the Citizens' Petition to begin the process to establish Day Place and Fisherman's Lane as Country Dirt Roads.

Suggested Motion

Information/Discussion/Action to accept a Citizens' Petition to begin the process to establish Day Place and Fisherman's Lane as Country Dirt Roads. **(Steve Sanders)**

Attachments

Citizens' Petition

Map

Received
3/2/15
SAB

**PETITION
TO ESTABLISH A COUNTRY DIRT ROAD**

We the undersigned, respectfully petition the Gila County Board of Supervisors to establish a Country Dirt Road in the county. The beginning of the proposed road is Day Place and Fisherman's Lane. The end of the proposed road is all of Day Place and Fisherman's Lane. The general course and direction of the proposed road is E-W and N-S. The Undersigned respectfully request that the Gila County Board of Supervisors accept this petition and act thereon.

SIGN

DATE	NAME	ADDRESS & TAX PARCEL NO.	AVERAGE LENGTH OF RESIDENCE PER YEAR
4/10/14	Michael & Linda Donald	101 Fishermans lane	8 months
	Linda Donald	Parcel # R003056	201-06-041 Q 9
4-10-14	Michael M Donald	Parcel # R003056	
4-21-14	Jeff Remphell	4 201-06-017	17 Fisherman lane Come Year Road
11/1/14	Bonny Wagner	297 E Fishermans Lane	Parcel 201-06-017W 6 months
11-1-14	John E. Dwyer	299 E Fishermans Lane	Parcel 201-06-017W 6 months
11-17-14	James S. D.	473 N. Day Place TONTON BASIN	201-06-033C 7 MONTHS
11-26-14	Joe Beach	295 FISHERMAN'S LANE	201-06-017W 12 MONTHS
11-26-14	Jesse Beach	298 Fisherman's Lane	201-06-017 12 MONTHS
2-24-15	Ward Drake	132 FISHERMAN LN.	12 MONTHS
2-24-15	Patricia Drake	132 Fisherman's Ln.	13 MONTHS

**PETITION
TO ESTABLISH A COUNTRY DIRT ROAD**

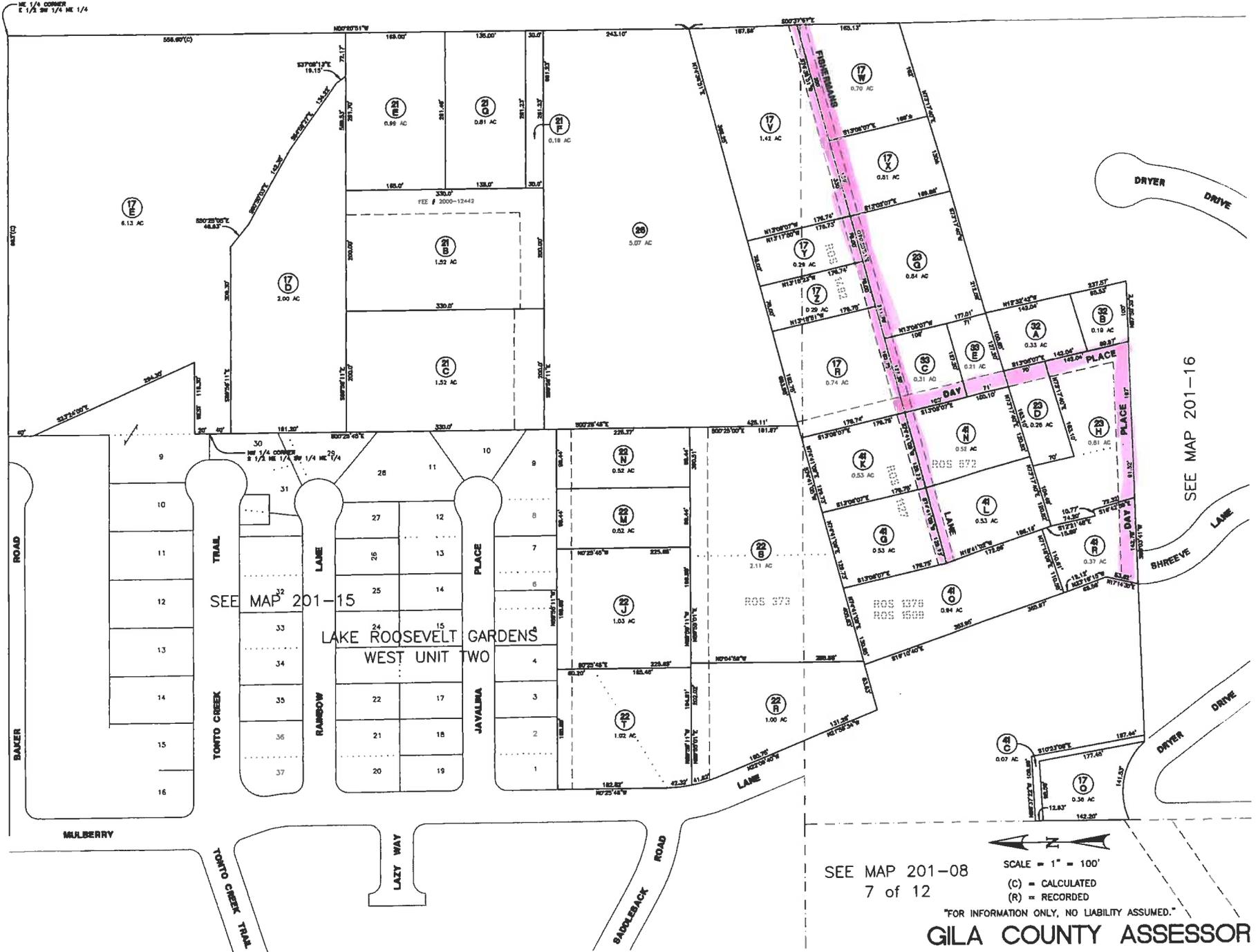
We the undersigned, respectfully petition the Gila County Board of Supervisors to establish a Country Dirt Road in the county. The beginning of the proposed road is _____ The end of the proposed road is _____
 The general course and direction of the proposed road is _____. The Undersigned respectfully request that the Gila County Board of Supervisors accept this petition and act thereon.

DATE	NAME	ADDRESS & TAX PARCEL NO.	AVERAGE LENGTH OF RESIDENCE PER YEAR
11-6-2014	David J. Potts	254 E Fishermans Lane 201-06-0171	6 Months
11-6-2014	John Heikmann	246 E Fishermans Ln 201-06-0172	6 months
11-6-2014	Tim J. Rohmer	251 E Fisherman Ln 201-06-0286	12 Months
11-18-14	Kelly Peterson	448 Day Place 201-06-0230	6 months
11-18-14	Kelly Peterson	448 Day Pl 201-06-0230	6 months
11/18/14	Steve Knutson	439 N Day Place 201-06-0234	6 months
12-1-2014	Cynthia Walle	464 N. Day Pl. 201-06-041N	6 months
12-1-2014	Cynthia Walle	464 N. Day Pl 201-06-041N	6 months
12-7-14	J. Basin	184 Fisherman Lane 201-06-041K	6 months
12-9-14	Robert P. ...	212 Fisherman Lane 201-06-017R	12 months



SEE MAP 201-06 1 of 22

SEE MAP 201-16



Regular BOS Meeting

Meeting Date: 04/07/2015
Submitted For: Steve Sanders, Deputy Director
Submitted By: Steve Sanders, Deputy Director, Public Works Division
Department: Public Works Division Division: Engineering

Information

Request/Subject

Begin Process to Abandon a Portion of S. Marian Canyon.

Background Information

The current Gila County policy on the abandonment of roadways in Gila County lets staff initiate abandonment proceedings with approval from the Board of Supervisors. This request is to begin the process to abandon S. Marian Canyon (a/k/a Miami Street) adjacent to Lots 22-24, Block 43 as shown on Miami Map No. 3, Official Map No. 25 Gila County Records.

Miami Map No. 3 was recorded in 1910. Some of the roads and alleys in the subdivision have never been built and exist only on the map. In May of last year the County completed a roadway exchange with Freeport McMoran Inc. (FMI), which is the majority land owner in the subdivision.

The portion of S. Marian Canyon now being requested for abandonment was not part of the exchange due to a land owner other than FMI being an adjacent owner. With the roadway exchange between the County and FMI, staff can now move forward with this abandonment, which should complete the project.

Evaluation

Staff has contacted the adjoining owners and they are receptive to acquiring the road.

Conclusion

It is in the best interest of all involved to begin the process to abandon S. Marian Canyon (aka Miami Street) adjacent to Lots 22-24, Block 43 as shown on Miami Map No. 3, Official Map No. 25 Gila County Records.

Recommendation

It is the recommendation of the Public Works Division Deputy Director that the Board begin the process to dispose of S. Marian Canyon adjacent to Lots 22-24, Block 43 as shown on Miami Map No. 3, Official Map No. 25 Gila County Records.

Suggested Motion

Information/Discussion/Action to direct staff to begin the process to dispose of S. Marian Canyon adjacent to Lots 22-24, Block 43 as shown on Miami Map No. 3, Official Map No. 25 Gila County Records. **(Steve Sanders)**

Attachments

Map

Aerial Map

PT W 1/2 NW 1/4 SECTION 29
T1N R15E

SEE MAP 206-03 2 of 4

206-03

4 of 4

CODE 4089

UPDATED 8-7-14

SEE MAP
206-03
3 of 4

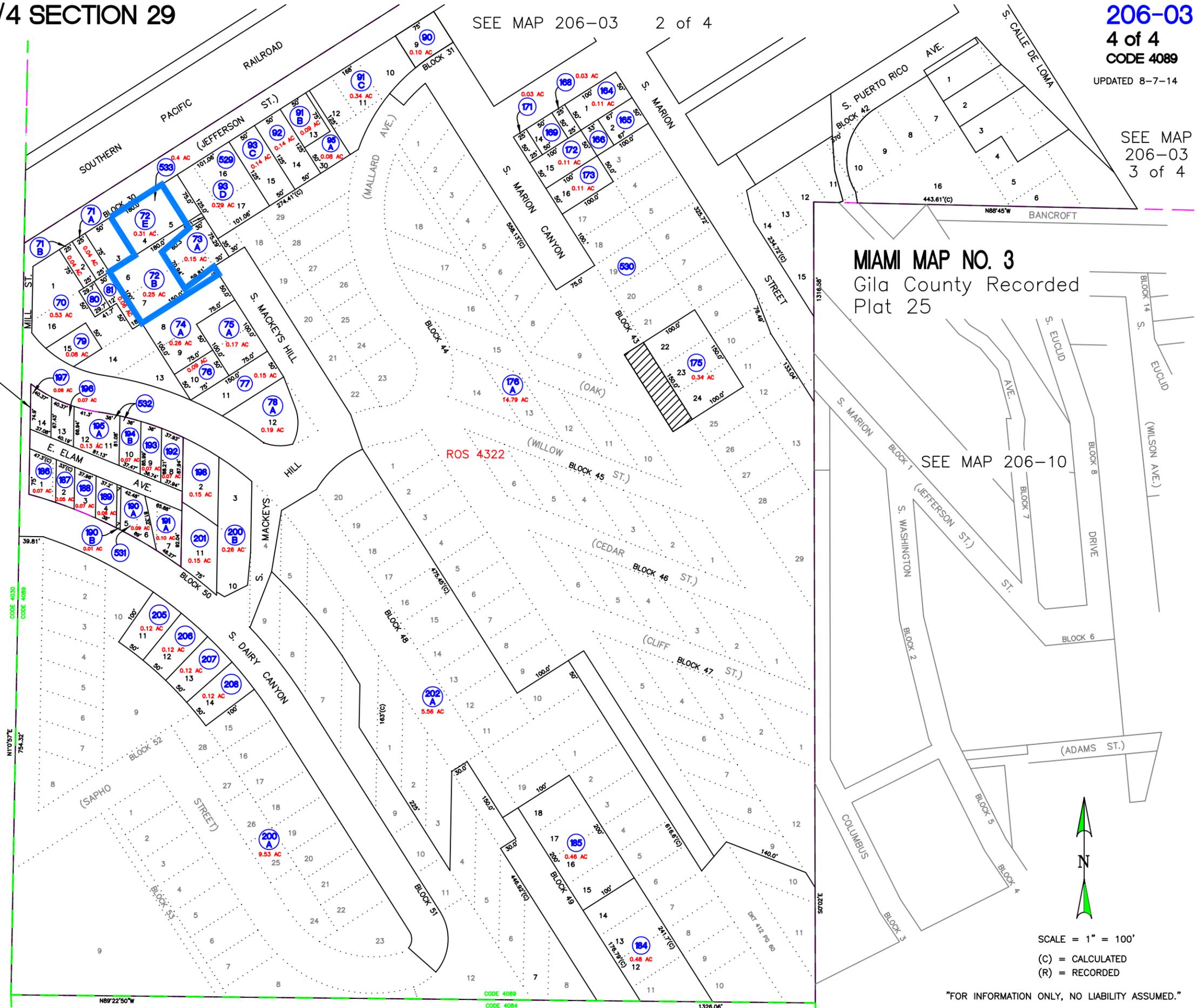
SUBDIVISION OF
LOT 1, BLOCK 50
MIAMI MAP NO. 3
Gila County
Recorded
Plat 38

SEE MAP 206-11

MIAMI MAP NO. 3
Gila County Recorded
Plat 25

SEE MAP 206-10

ROS 4322



SEE MAP 206-08

GILA COUNTY ASSESSOR

Stemm*

Map Classic Workspace

L80 STANDARD Standard Standard

ByLayer ByLayer ByLayer ByColor



ARF-3052

Regular Agenda Item 4. M.

Regular BOS Meeting

Meeting Date: 04/07/2015

Submitted For: Steve Stratton

Submitted By: Shannon Boyer, Executive Administrative Asst., Public Works Division

Department: Public Works Division

Information

Request/Subject

Annual Yearling Auction/Sale Request for Equipment Assistance and Use of Tent, Tables, and Chairs.

Background Information

The Gila County Cattle Growers Association holds an annual yearling auction/sale at the Burch Sale Yard. This sale is typically held in May of each year.

Evaluation

In recent years, the annual yearling auction/sale has generated revenue to Gila County in excess of \$2,000,000.

Conclusion

The Gila County Cattle Growers Association is asking for support during the annual yearling auction/sale to be held on May 11, 2015. In order for Gila County to administer equipment support, it is agreed that only Gila County employees will be operating any equipment utilized.

It is anticipated there will be a need for a water truck, blade and back hoe. This request also includes the use of a tent, tables, and chairs.

Recommendation

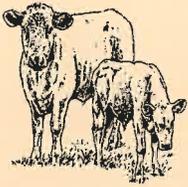
Public Works recommends that Gila County assist in the annual yearling sale by supplying equipment to be operated by Gila County certified operators who will be operating the equipment while on their personal time. Public Works also recommends that Gila County assist by supplying a tent, tables, and chairs.

Suggested Motion

Information/Discussion/Action pursuant to A.R.S. §11-254.04 to find that to assist in the annual yearling auction/sale is an economic development activity because it will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of Gila County, and to authorize Public Works to supply requested equipment with Gila County certified operators for the Gila County Cattle Growers Association's annual yearling auction/sale on May 11, 2015. **(Steve Stratton)**

Attachments

Cattle Growers Association Letter



Gila County Cattle Growers Association

P. O. Box 7

GLOBE, AZ 85501

OFFICERS

BILL CONWAY
PRESIDENT
(928) 978-2628
WOODY CLINE
VICE-PRESIDENT
(928) 462-3597
MIKE HEMOVICH
SECRETARY
(928) 462-3743
FRANK DALMOLIN
TREASURER
(928) 812-1083
THERESE GRIFFIN
HICKS
PAST-PRESIDENT
(928) 812-2520

DIRECTORS

BOB BENNE
TERI CLINE
EDDIE CONWAY
DAVID COOK
NATHAN ELLISON
CHAS. ERICKSON
DAN FENN
JOHN FOWLER
BAIN GRANTHAM
WALTER GRANTHAM
JOHN GRIFFIN
PAM GRIFFIN
TOM HALE
MITCHELL HOLDER
CHARLEY JOHNSON
JOHN L. JOHNSON
MICHAEL ODDONETTO
PETE ODDONETTO
JIM RASMUSSEN
MANUEL RUIZ, JR.
RAY TANNER
LEROY TUCKER
JAMES WEBB
TERENCE WHEELER

HONORARY DIRECTORS

STEPHEN L BIXBY, JR.
ED BLUMMER
BILL BRAKE
ROY HICKS
ROBERT G."PAT" GRAY
ROYCE JOHNSON
LEROY "BENO" JONES
ROY DALE TUCKER
F. VAN WILSON

February 20, 2015

Supervisor John Marcanti
1400 E. Ash St.
Globe, AZ 85501

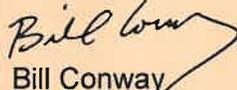
Dear Supervisor Marcanti,

I am writing on behalf of the livestock industry in Gila County. As you may know, our Cattle Growers Association annually puts on a yearling sale at the Burch Sale Yard. A host of volunteers from our county come together to put on a sale that in May 2013, brought in over \$2,000,000 to our county. Using the Chamber of Commerce multiplier of 6 to 7 fold impact to the county that would yield a \$12 - \$14 million benefit to our community, produced in a single-day event. We expect a similar outcome this year.

We are most grateful for all the support of the Supervisors in the past and that they valued the livestock industry in our area and willingly allowed the modest support of a blade, a water truck and the use of a tent, tables and chairs for the event day. We understand times and budgets are tougher now but we hope you will appreciate the value of a \$12 million day and respectfully request you consider allowing us the use of some equipment and items.

Our sale is set for Monday, May 11, 2015. We thank you for any consideration you may be able to afford us and invite you and the entire Board of Supervisors to come by, have lunch and enjoy the livestock auction.

Sincerely,


Bill Conway
President

Regular BOS Meeting

<u>Meeting Date:</u>	04/07/2015		
<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>	2014-2015	<u>Budgeted?:</u>	Yes
<u>Contract Dates Begin & End:</u>	July 1, 2014 - June 30, 2015	<u>Grant?:</u>	Yes
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	Replacement

Information

Request/Subject

Amendment No. 5 to Weatherization Low-Income Assistance Agreement No. SW-ESA-2182-02Y4 with the Governor's Office of Energy Policy.

Background Information

On July 17, 2012, the Board of Supervisors approved a Weatherization Low-Income Assistance Agreement OEP Contract No. SW-ESA-12-2182-02Y2.

On April 2, 2013, the Board of Supervisors approved Amendment No. 1 to Contract No. SW-ESA-12-2182-02Y2.

On August 6, 2013, the Board of Supervisors approved Amendment No. 2 to Contract No. SW-ESA-12-2182-02Y3. On this Amendment, the last 3 digits of this contract changed to "2Y3."

On February 4, 2014, the Board of Supervisors approved Amendment No. 3 to Contract No. SW-ESA-12-2182-02Y3.

On July 15, 2014, the Board of Supervisors approved Amendment No. 4 to Contract No. SW-ESA-12-2182-02Y4. On this Amendment, the last 3 digits of this contract changed to "2Y4."

Evaluation

Amendment No. 5 will provide up to \$6,000 in additional funding for the current fiscal year. The total reimbursement ceiling for FY15 is currently \$13,150, inclusive of administrative, health & safety, and program operations.

Conclusion

By the Board of Supervisors approving this Amendment, the Gila County Weatherization Program will receive additional funding to be used for administrative, health & safety, and program operations.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this Amendment.

Suggested Motion

Approval of Amendment No. 5 to a Weatherization Low-Income Assistance Agreement (Contract No. SW-ESA-12-2182-02Y4) between the State of Arizona, Governor's Office of Energy Policy (OEP) and the Gila County Community Services Division, Housing Services, whereby OEP will provide up to \$6,000 in additional funding for the current fiscal year. The total reimbursement ceiling is currently \$13,150 for the period of July 1, 2014, through June 30, 2015.

Attachments

Amendment No.5 Contract No. SW-ESA-12-2182-02Y4

Amendment No. 4 Contract No. SW-ESA-12-2182-02Y4

Amendment No. 3 Contract No. SW-ESA-12-2182-02Y3

Amendment No. 2 Contract No. SW-ESA-12-2182-02Y3

Amendment No. 1 Contract No. SW-ESA-12-2182-02Y2

OEP Contract No. SW-ESA-12-2182-02Y2

Legal Explanation

AMENDMENT # 4
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#SW-ESA-12-2182-02Y4

between the

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

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

Section II, TERM OF CONTRACT

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

Section IV, CONTRACT BUDGET

Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to \$7,150 in additional funding as a reimbursement ceiling for FY15, inclusive of administrative, health & safety, and program operation funds.

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

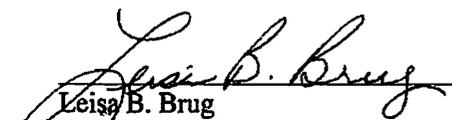
In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY GOVERNMENT

**GOVERNOR'S OFFICE OF
ENERGY POLICY**



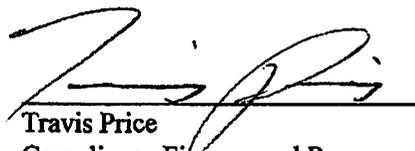
Michael A. Pastor, Chairman 7-15-14
Gila County Board of Supervisors Date



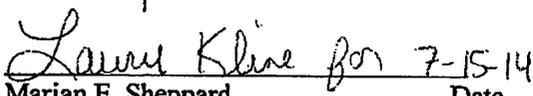
Leisa B. Brug 6/13/14
Director Date



Bryan B. Chambers 7-15-14
Deputy Attorney Principal Date



Travis Price 6/17/14
Compliance Finance and Procurement Manager Date
Office of the Governor



Marian E. Sheppard 7-15-14
Clerk of the Board Date

AMENDMENT # 3
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#SW-ESA-12-2182-02Y3

between the

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

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

Section IV, CONTRACT BUDGET

Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to \$6,000 in additional funding available for reimbursement. This funding shall be allocated so that \$4,050 is used for program operations with \$600 used for administrative costs and \$1,350 is used for Health and Safety in the Southwest Gas Corporation Low-Income Energy Conservation Program through June 30, 2014. The contract cumulative amount provided for reimbursement for the entire contract length totals \$26,300.

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

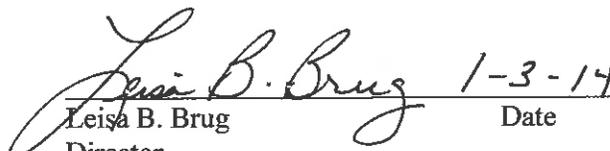
In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY

**GOVERNOR'S OFFICE OF
ENERGY POLICY**



Date
Michael A. Pastor,
Chairman



Date
Leisa B. Brug
Director

Approved as to form:



Date
Bryan B. Chambers
Deputy Attorney Principal



Date
Travis Price
Compliance Finance and Procurement Manager
Office of the Governor

AMENDMENT # 1
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#SW-ESA-12-2182-02Y2

between the

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

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

Section IV, CONTRACT BUDGET

Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to \$6,000.00 in additional funding available for reimbursement. This funding shall be used as follows:

Administration Costs \$600.00

Program Operations \$4,050.00

Health and Safety \$1,350.00

for the Southwest Gas Corporation Low-Income Energy Conservation Program (SWG) through June 30, 2013. The \$6,000.00, in addition to the initial funding provided for reimbursement of \$7,150.00, brings the contract total amount to \$13,150.00.

Section V, SCOPE OF WORK

Add the following two paragraphs to the Scope of Work under Section B, Specific Requirements, as additional requirements to the contract:

The Southwest Gas Corporation Approved Measures List is attached as Attachment A, incorporated herein by reference. The attached measures list shall govern which measures are allowable charge to Southwest Gas funds. All approved Southwest Gas measures shall follow the same rules as the Arizona Priority List for Single Family Homes and /or Mobile Homes depending on climate zones. Installation and workmanship requirements shall follow the State Plan and Weatherization Assistance Program Requirements. Buy downs for measures that do not return an SIR of greater than or equal to 1 in REM are disallowed. Any measure that does not return an SIR of greater than or equal to 1 must be allocated to the Health and Safety Budget. Audit costs are an allowable expense if no other funds are available for the audit, but the audit will be billed under administrative categories or Health and Safety.

Contractors must validate natural gas space heating and water heating for various measures, as noted on the attached Attachment A. In addition, measures must be cost-effective where indicated. Any questions or modifications to this list shall be directed to Southwest Gas via the Governor's Office of Energy Policy prior to approval. Any measures installed without prior approval and that do not meet the attached requirements will be disallowed for billing to Southwest Gas.

Section V. C, METHOD OF PAYMENT

Add the following sentence under Section V. C. 5, Reimbursement, as 5.d., regarding additional information on funding limitations:

Funding shall not be paid for any household that is not 100 percent complete and all work orders are closed out and the job has been submitted to OEP.

Section VI, REGULATION REQUIREMENTS

Replace the sentence in Section VI. B. with the following sentence regarding weatherization component costs per dwelling:

Weatherization component costs required to complete the necessary measures (excluding all administrative costs) shall not exceed \$3,000 per household, unless prior approval is granted by Southwest Gas via the Governor's Office of Energy Policy. Approval will only be granted if the total investment meets program cost-effectiveness requirements.

Replace the sentence in Section VI. C. with the following sentence regarding eligibility of measures as cost-effective:

All measures must be determined to be eligible as cost-effective as set forth by SWG and the Weatherization Assistance Program.

Replace the sentence in Section VI. D. with the following sentence regarding budget limitations on health and safety expenditures:

The Health and Safety budget is capped at 25 percent of the total Contractor's budget, excluding administrative costs. Contractor's billing for Health and Safety expenses cannot exceed the 25 percent cap of the combined Program Operations and Health and Safety year-to-date actual expenditures. Priority shall be given to expending Program Operations so that the Health and Safety budget portion is not expended before Program Operations. No exceptions will be granted. Any health and safety expenditures in excess of \$2,000 per house unit requires prior written approval.

Section VII, PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS

Replace the sentence in Section VII. B., Income Eligibility, No. 1, with the following sentence to clarify income eligibility:

1. Applicants are eligible whose income is at or below 150 % of the Federal Poverty Guideline income determined in accordance with criteria established by the Office of the Secretary, U.S. Department of Health and Human Services.

Add the following sentence in Section VII. B., Income Eligibility as No. 2 regarding recipients of measures funded by Southwest Gas:

2. All recipients of measures funded by Southwest Gas must be current Southwest Gas customers.

Revise Section VII. B., Income Eligibility, No. 2 to No. 3. Replace the sentence in Section VII. B., Income Eligibility, No. 3, with the following sentence providing new information on all household income calculations:

3. Income calculations must include ALL household income. Household members who have received cash assistance under TANF or SSI are NOT automatically eligible for Southwest Gas funds. The income calculation must include total household income of all household members.

Section IX, PRIOR WRITTEN APPROVAL REQUIREMENTS

Add the following sentence as No. 11 to the requirements:

11. Any health and safety expenditures in excess of \$2,000 per house unit requires prior written approval.

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

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

GILA COUNTY

**GOVERNOR'S OFFICE OF
ENERGY POLICY**



Board of Supervisors Date
Chairman



Leisa B. Brug Date
Director

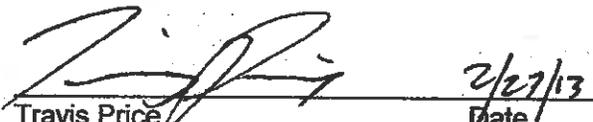
Michael A. Pastor
Printed Name

Deputy Attorney Principal



Signature Date

Bryan Chambers
Printed Name



Travis Price Date
Compliance Finance and Procurement Manager
Office of the Governor

WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT

BETWEEN

**STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY**

and

GILA COUNTY

THIS Weatherization Low-Income Assistance Contractual Agreement ("AGREEMENT") is made, by and between the State of Arizona, Governor's Office of Energy Policy ("OEP"), located at 1700 West Washington, Suite 250, Phoenix, Arizona 85007, and Gila County, Office of Community Services ("Contractor"), located at 5515 South Apache Avenue, Suite 200, Globe, Arizona 85501.

WHEREAS, A.R.S. § 41-101.01 and Executive Order 2011-02 authorizes OEP to execute and administer contracts.

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

WHEREAS, OEP desires to engage the Contractor to render certain services, hereinafter described, in connection with a Weatherization services work program funded by the Southwest Gas Corporation Low-Income Energy Conservation Program ("SWG") and passed through the OEP under the terms of the Memorandum of Understanding ("MOU") Contract No. M082-012, effective July 1, 2012 for a period of one (1) year until June 30, 2013.

In consideration of the representations and obligations hereunder, the OEP and Contractor agree as follows:

I. PURPOSE OF THE AGREEMENT

Contractor shall implement weatherization services under the terms of this AGREEMENT. The purpose of the Weatherization Assistance Program is to install energy efficiency measures in the homes of income eligible persons, especially homes occupied by the elderly, persons with disabilities, and children. Funds are targeted to the most cost-effective efficiency measures, determined from an on-site energy audit of the building.

II. TERM OF CONTRACT

The effective date of this AGREEMENT is July 1, 2012 upon signature by both parties and continue through June 30, 2013, unless terminated, cancelled or extended as otherwise provided herein.

III. CONTRACT TYPE

Cost Reimbursement Sub-Grant.

IV. CONTRACT BUDGET

- A. The total SWG budget for this AGREEMENT shall not exceed **\$7,150.00**.
- B. Contractor agrees that it will use the funds solely and strictly for the purposes outlined in the Scope of Work and in accordance with the attached Budget, Exhibit A, incorporated by reference.

V. SCOPE OF WORK

A. GENERAL REQUIREMENTS

Contractor shall implement weatherization services under the terms of this AGREEMENT in coordination with other federal, state and local weatherization related services or energy efficiency programs in order to preclude duplication of services generally and to optimize residential energy efficiency efforts within the Contractor's service delivery area.

B. SPECIFIC REQUIREMENTS

The Contractor shall perform the services under this AGREEMENT, in accordance with the then existing edition of the Program Requirements, incorporated herein by reference. The current edition is attached to this AGREEMENT as Exhibit B. Program Requirements may change and the Contractor will be notified by the OEP. Contractor shall perform the services in accordance with the then existing edition of the Program Requirements immediately upon notification by OEP or actual/constructive notice by any other means.

C. METHOD OF PAYMENT

- 1. Program expenses for this AGREEMENT are allowable beginning the effective date of this AGREEMENT.
- 2. All reimbursement of travel expenses shall be paid in accordance with the Contractor's travel policies, but shall not exceed the Domestic Per Diem rates allowed under the Federal Travel Management Policy, and the prevailing Federal standard mileage rates.
- 3. The OEP shall provide to Contractor master templates for the Payment Request Form and the Financial Report Form to use in requesting SWG funds during the term of the AGREEMENT.
- 4. The Contractor shall submit to the OEP no later than the twelfth (12th) working day of the following month (excluding state observed holidays) a monthly Payment Request Form, a Financial Report Form showing monthly and cumulative expenditures by line item according to Exhibit A, and a list of database client job numbers of completed and submitted jobs entered on the Weatherization Program Database website for the report month. All documents must indicate the contract name and number.
- 5. Reimbursement
 - a. Reimbursement requests shall be submitted to the OEP on a Payment Request Form a minimum of once a month for services performed and work completed to date. Include reporting month, dollar amount requested, original signature, and date. The *COMPLETED/SUBMITTED JOBS* check-box section of the

OEP CONTRACT NO. SW-ESA-12-2182-02Y2

Payment Request Form must be marked with appropriate choice and if applicable, attach documentation:

- *Completed/Submitted Jobs listing attached* (Attach list)
 - *Completed/Submitted Jobs listing sent via email to ebillings@az.gov* (Send list by email to Evelyn Billings)
 - *No Completed/Submitted jobs this month* (No list is required)
- b. Administration Line-item expense cannot be reimbursed unless Program Operations Expenses have been incurred. The total billed for the Administration Costs cannot exceed 10% of the combined total of the Program Operations and the Health and Safety payment requested.
- c. Reimbursement requests will be processed for payment upon determination that all reporting elements have met Weatherization contractual requirements. If reimbursement requests do not meet Weatherization contractual requirements, the OEP will provide a report listing **areas** out of compliance and remedies needed to bring the request into compliance.

D. REPORTS

1. Weatherization Program Database Website
- a) For each dwelling unit completed, the Contractor shall input in the database the client information, house occupant information, and data on House Characteristics, Combustion Safety, Diagnostics and Work Performed to the fullest extent possible.
- b) No later than the twelfth (12th) working day of the following month (excluding state observed holidays), each completed dwelling unit submitted for payment in the report month must have the job submitted as final on the website.
2. List of Client Jobs
- a) A hard-copy client list, referencing the website client job numbers of completed jobs being requested for payment, must be submitted either by email to ebillings@az.gov or attached as a separate document to the Payment Request Form. As applicable, the appropriate check-box must be marked on the Payment Request Form utilizing the following choices:
- *Completed/Submitted Job listing attached*
 - *Completed/Submitted Job listing sent via email to ebillings@az.gov*
- b) If there are no dwelling units completed and submitted as final on the website for a billing month, the following box on the Payment Request Form should be checked:
- *No Completed/Submitted jobs this month*
3. Financial Report Form
- a) The Financial Report shall show per line item current expenditures of the reporting period, and cumulative expenditures to date.

4. Monthly Detailed Expense Financial Reports
 - a) Detailed financial expense documentation reports generated by Contractor's accounting system that reflect Contractor's Weatherization budget expenses must be submitted monthly with a Payment Request for the purpose of fiscal desk-audit monitoring.

5. Report Submittal Requirements
 - a) The Payment Request Form and Financial Report Form shall be mailed to the OEP no later than the twelfth (12th) working day of the month on or before 5:00 P.M. taking into consideration any State holiday.

 - b) Payment Request Forms must be submitted even if there was no production or fiscal activity during the report month.

 - c) Final reports shall be submitted no later than July 26, 2013.

E. SUBMITTAL ADDRESS

All Payment Request Forms and Report Forms must be directed to:

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

F. SERVICE TERRITORY

Gila County, excluding tribal organizations.

VI. REGULATION REQUIREMENTS

- A. As applicable, Contractor must follow conditions set forth by the U. S. Department of Energy, 10 C.F.R. pt. 440, and the OEP, in conjunction with the Arizona Department of Economic Security.

- B. The cost per dwelling unit for labor, materials and program support expenditures shall not exceed \$3,000.00 using SWG program funds.

- C. All measures must be determined to be eligible as cost-effective as set forth by the Weatherization Assistance Program.

- D. Total expenditures on Health and Safety and Durability measures are subject to budget limitations.

VII. PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS

- A. Eligible Population and Certification of Eligibility

Contractor is responsible to follow the current Arizona Department of Economic Security ("DES") LIHEAP Policy Manual requirements for income level of 150% of Federal Poverty Guidelines as it pertains to the Weatherization Program. Copies of the Policy Manual will be provided by DES.

- B. Income Eligibility
 1. Applicants are eligible whose income is 150% of the Federal Poverty Guidelines income

determined in accordance with criteria established by the Office of the Secretary, U.S. Department of Health and Human Services.

2. Households including members who have received cash assistance payments under Temporary Assistance for Needy Families ("TANF") or Supplemental Security Income ("SSI"), are automatically eligible for Weatherization assistance.

C. Priority

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

1. Elderly persons
2. Persons with disabilities
3. Families with children
4. High residential energy users and households with a high energy burden

VII. PROHIBITION AGAINST WEATHERIZATION SERVICES

Dwelling Units

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

IX. PRIOR WRITTEN APPROVAL REQUIREMENTS

Prior Written Approval from the OEP is required on the following:

1. All purchases of program vehicles or equipment over \$4,999.
2. All purchase lease or lease-purchase of vehicles or equipment.
3. Weatherization training, program sessions, or workshops not sponsored by the OEP or DOE, and charged to Weatherization.
4. Adjustments to line items in the AGREEMENT budget.
5. Purchase of extended warranties for installed items on client homes.
6. Weatherization of all rental properties of four (4) or more units.
7. Replacement or repair of items in a rental unit that are the responsibility of the landlord under A.R.S. § 33-1324.
8. Specific references to written approval requirements listed in the latest edition of the Program Requirements, attached as Exhibit B.
9. Services for new additions or residences in varying stages of new construction or remodeling, or for garage/carport conversions in progress. Low-Income Weatherization services are for existing residential buildings only.
10. Homes that have been weatherized after September 30, 1994 and reported to the OEP for contract credit.

X. ELIGIBILITY FOR STATE OR LOCAL PUBLIC BENEFITS; DOCUMENTATION AND VIOLATIONS

Contractors providing services as an agent the State, shall ensure compliance with A.R.S. §1-502. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 in the delivery of services under this AGREEMENT.

XI. HISTORIC PRESERVATION:

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

XII. INVENTORY

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

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

Contractor shall update the Program Equipment Inventory list at the end of the program year. Inventory list shall include any inventory acquisition, disposition, and condition changes during the program. Upon request by the OEP, a copy of the Contractor's Program Equipment Inventory list shall be provided.

XIII. PROPERTY

All inventories acquired by funds provided through the OEP AGREEMENT become program property. Title to inventory acquired and defined under the AGREEMENT may vest upon expiration of the contract provided all terms and conditions of the contract have been met. This is pursuant to Office of Management and Budget ("OMB") Circular A-102, and 10 C.F.R. § 600.232(A) (1996).

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

- A. The OEP may allow continued use of program inventory provided that a new AGREEMENT is executed and the inventory continues to be used as originally intended.

- B. The OEP may sell inventory to the Contractor, at fair market value, if the Contractor wishes to utilize the inventory for purposes other than for which it was acquired. Fair market value will be determined by the OEP.
- C. The OEP may take possession of the inventory.

XIV. CLIENT FILE REQUIREMENTS

A. Separate File

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

B. Program Application Form

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

C. Fuel Information Release Form

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

D. Rental Properties

Rental properties may be weatherized under the terms of this AGREEMENT. **Prior written approval is required by the OEP for all rental properties of four (4) or more units.** Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained along with such other agreements between the Contractor and the rental owner/agent, as part of the job record and client job file.

1. The owner of the rental property or the owner's agent shall agree in writing prior to performing the work, with a stipulation that the rental charge of said dwelling will not be increased for a minimum period of one year from the date of completion of Weatherization services as a consequence of the Weatherization investment.
2. The landlord is required to maintain fit premises pursuant to A.R.S. § 33-1324 (A)(4). The Contractor must obtain written permission from the OEP prior to repairing or replacing any items in the rental property the landlord is required to maintain.

SPECIAL TERMS AND CONDITIONS

XV. SINGLE AUDIT:

In compliance with the Single Audit Act of 1984 (Pub L. No. 98-502, as amended by Pub. L. No. 104-156, which is codified at 31 U.S.C. 7501-7507), grant sub-recipients organizations expending \$500,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with OMB Circular A-133.

If your organization is subject to the annual audit requirements, then submit two copies of your organization's most recently completed audit in accordance with OMB Circular A-133 and the Management Letter, Findings and Questioned Costs to the OEP.

If your organization is not subject to OMB Circular A-133, submit two copies of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs to the OEP.

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

XVI. MONITORING REQUIREMENTS:

Contractor acknowledges that requirements may change as governmental regulations change and assures that it will comply with applicable reporting and operational requirements related to the programmatic and financial performance of this grant.

XVII. AUDIT TRAILS:

Contractor shall maintain proper audit trails for all reports related to this AGREEMENT. The OEP reserves the right to review all program records, including fiscal and programmatic records.

XVIII. FUND MANAGEMENT:

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

XIX. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this AGREEMENT shall be used for the project(s) outlined in this AGREEMENT. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the Contractor shall be for only the amount of dollars actually spent by the Contractor. For any funds received under this AGREEMENT for which the expenditure is disallowed by an audit exception by the OEP, the State or Federal government, the Contractor shall reimburse said funds directly to the OEP immediately, but not later than fifteen (15) business days, exclusive of state holidays.

XX. INDEMNIFICATION:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, the Contractor shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this AGREEMENT, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other governmental entity's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

XXI. INSURANCE REQUIREMENTS

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

The insurance requirements herein are minimum requirements for this AGREEMENT and in no way limit the indemnity covenants contained in this AGREEMENT. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this AGREEMENT by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor shall provide coverage with limits of liability not less than those stated below. Within ten (10) business days following notification of award, certificates of insurance must be submitted to the OEP, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the AGREEMENT.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual

liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this AGREEMENT.

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

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker’s Compensation and Employers’ Liability

Worker’s Compensation	Statutory
Employer’s Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH CONTRACTOR or subcontractor exempt under A.R.S. §23-901, AND when such CONTRACTOR or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this AGREEMENT is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this AGREEMENT; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this AGREEMENT is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this AGREEMENT.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this AGREEMENT.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this AGREEMENT.

C. NOTICE OF CANCELLATION

With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this AGREEMENT in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Each insurance policy required by the insurance provisions of this AGREEMENT shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits. Such notice shall be sent directly to The Governor's Office of Energy Policy, Evelyn Billings, Grants Administrator 1700 West Washington, Suite 250, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this AGREEMENT. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this AGREEMENT shall be sent directly to Evelyn Billings, Grants Administrator, the Governor's Office of Energy Policy, 1700 W. Washington, Suite 250, Phoenix, AZ 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this AGREEMENT at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

F. SUBCONTRACTORS

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL

Any modification or variation from the insurance requirements in this AGREEMENT shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal AGREEMENT amendment, but may be made by administrative action.

H. EXCEPTIONS

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

XXII. POLLUTION OCCURRENCE INSURANCE

If working with pollutants or any remediation exposures are part of the project then Pollution Occurrence Insurance ("POI") shall be added as a part of, or an addendum to, general liability insurance by Contractor and all subcontractors. If Contractor or subcontractors do NOT obtain POI coverage and damage occurs because of not following all aspects of Lead Safe Weatherization, or there is disturbance to any other environmental pollutants, the cost to do

remediation, clean up, relocation, medical expenses or any other resulting costs may not be charged to DOE Weatherization and must be covered by another funding mechanism.

XXIII. AMENDMENTS OR MODIFICATIONS

A. This AGREEMENT may be modified only through a written Amendment within the scope of the AGREEMENT, except as provided in (B) and (C) of this section. Changes to the AGREEMENT, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by OEP in writing or made unilaterally by the Contractor are violations of the AGREEMENT and of applicable law. Such changes, including unauthorized written Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this AGREEMENT based on those changes.

B. Either party shall give written notice to the other party of the following alterations that do not require a written amendment:

1. Change of Address
2. Change of telephone number
3. Change in authorized signatory
4. Change in the name and/or related contact information of the person to whom notices are to be sent.

C. Without limit, Administration Costs and Health and Safety funds may be moved to Program Operations as long the Budget Total is not exceeded as listed in Exhibit A - Budget. Any change shall be made in consultation with and approved in writing by the OEP Weatherization Program Manager but shall not require a formal contract amendment.

XXIV. SUBCONTRACTORS

The Contractor understands and agrees that no subcontract that the Contractor enters into shall in any way relieve the Contractor of any responsibility for performance of duties. Notwithstanding anything to the contrary contained in this AGREEMENT, the Contractor is not an employee or agent of the OEP. In the event the Contractor elects to retain a subcontractor, the Contractor hereby agrees to hold harmless, indemnify and defend the OEP, the State of Arizona, their officers, agents, employees, successors and assigns for any payment, loss, claim or liability including but not limited to, attorney fees associated with any subcontract entered into by the Contractor.

XXV. LOBBYING

The Contractor shall not pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this AGREEMENT.

XXVI. APPLICABLE LAW

All parties to this AGREEMENT shall comply with all applicable federal, state and local laws.

XXVII. LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

XXVIII. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. §35-154, every payment obligation of the State under the AGREEMENT is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this AGREEMENT, this AGREEMENT may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Contractor in support of this AGREEMENT.

Funds are not presently available for performance under this AGREEMENT beyond the current fiscal year. No legal liability on the part of the OEP for any payment may arise for performance under this AGREEMENT beyond the current fiscal year until funds are made available for performance of this AGREEMENT.

XXIX. ARBITRATION

In accordance with A.R.S. §12-1518, the parties agree to resolve all disputes arising out of or relating to this AGREEMENT through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

XXX. INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

XXXI. CANCELLATION FOR CONFLICT OF INTEREST

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

XXXII. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this AGREEMENT for a period of five years after completion of the AGREEMENT. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XXXIII. SUSPENSION OR DEBARMENT CERTIFICATION:

By signing the AGREEMENT, the Contractor certifies that the firm, business or person acting as a subcontractor submitting the bid or offer has not been debarred, suspended or otherwise lawfully been precluded from participating in any public procurement activity with any federal, state or local government. Signing the AGREEMENT without disclosing all pertinent information about a debarment or suspension shall result in rejection of the AGREEMENT or cancellation of the AGREEMENT. The OEP may exercise any other remedy available by law.

XXXIV. TERMINATION:

The OEP reserves the right to terminate the AGREEMENT at any time, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Contractor under the AGREEMENT shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

XXXV. NON-DISCRIMINATION

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XXXVI. THIRD PARTY ANTITRUST VIOLATIONS

The Contractor assigns to the OEP any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this AGREEMENT.

XXXVII. PROGRAM REVIEW AND SITE VISITS

The OEP has the right to make site visits at reasonable intervals for purposes of review of project accomplishments and management control systems and to provide technical assistance, if required. Contractor will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the OEP representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

XXXVIII. RIGHTS IN DATA

The OEP may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to this AGREEMENT.

XXXIX. HEALTH & SAFETY

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

XL. OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA") GUIDELINES

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

XLI. ENTIRE AGREEMENT

This AGREEMENT, including exhibits, attachments, and modifications approved in accordance herewith, shall constitute the entire AGREEMENT between the parties and supersede all understandings, oral or written.

XLII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the AGREEMENT. This provision applies to work performed by subcontractors at all tiers. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT. Contractor shall declare all anticipated offshore services to the OEP.

XLIII. FEDERAL IMMIGRATION AND NATIONALITY ACT

The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the AGREEMENT. The State shall retain the right to perform random audits of the Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the AGREEMENT for default and suspension and/or debarment of the Contractor. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XLIV. E-VERIFY REQUIREMENT

The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. OEP retains the legal right to inspect the papers of any employee who works on the AGREEMENT to ensure that the contractor or subcontractor is complying with the warranty. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

Questions about E-Verify see website below:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=6a0988e60a405110VgnVCM1000004718190aRCRD&vgnextchannel=6a0988e60a405110VgnVCM1000004718190aRCRD>

XLV. SCRUTINIZED BUSINESSES

In accordance with A.R.S. §35-391 and A.R.S. §35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XLVI. ATTORNEY FEES

In any litigation arising out of this AGREEMENT, each party shall bear all of its own attorneys' fees in the case.

XLVII. NOTICES

All notices, demands, and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

If to CONTRACTOR:

Gila County
Office of Community Services
5515 South Apache Avenue, Suite 200
Globe, AZ 85501

Contractual/Financial Contact

Malissa Buzan
Housing Services Manager
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

Program/Technical Contact

Malissa Buzan
Housing Services Manager
PHONE 928-402-8693
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If to the OEP:

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

Contractual/Financial Contact

Evelyn Billings
Grants Administrator
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Program/Technical Contact

OEP Assigned Auditor

Each notice shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to the OEP and Contractor within ten (10) days of any change affecting this provision.

IN WITNESS WHEREFORE, the parties hereto have executed this AGREEMENT.

STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY

By Leisa B. Brug
Leisa B. Brug
Director
Or Authorized Signatory

Date: 6/26/12

Travis Price
Travis Price
Compliance, Finance & Procurement Manager
Office of the Governor

Date: 6/26/12

GILA COUNTY

Tommie C. Martin
Board of Supervisors
Chairman

Date: 7/17/12

Tommie C. Martin
Printed name

Chief Deputy County Attorney

Bryan B. Chambers 7/17/2012
Signature Date

Bryan B. Chambers
Printed name

Exhibit A - Budget	
GILA COUNTY	
SWG Weatherization Program Budget	
OEP Contract Number SW-ESA-12-2182-02Y2	SWG TOTAL BUDGET
Contract to 6-30-2013	
1. Administration Costs	\$650.00
2. Program Operations	\$4,875.00
3. Health and Safety	\$1,625.00
Budget Total	\$7,150.00

EXHIBIT B

**WEATHERIZATION
PROGRAM REQUIREMENTS**

**JULY 1, 2012
EDITION**

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INSTALLATION MEASURES

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

ENERGY AUDIT PROCEDURE

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

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

A site audit is to be completed that records all of the relevant data on the structure that is needed to perform cost effectiveness tests.

The Cost Effectiveness Procedure must be followed to determine cost effectiveness of potential weatherization materials/measures.

The Pressure Diagnostic Procedure must be completed and the findings documented following the Reporting procedures.

A health and safety audit of the structures must be completed and the findings documented following the Reporting procedures.

A final inspection of the structure must be completed and findings documented following the Final Inspection Procedures.

COST EFFECTIVENESS PROCEDURE

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

The energy audit procedure must determine that each weatherization material/measure is cost effective by ensuring the savings-to-investment ratio (SIR) is greater or equal to one.

The energy audit procedure must assign priorities among weatherization materials/measures in descending order of SIR and must account for interactions between architectural and mechanical measures.

Subgrantees have the option to utilize the DOE approved priority list for their climate zone and building type or utilize a site specific REM Design to create a new list of measure that will replace the DOE approved priority list. If a REM design is conducted, it is expected that all measures listed on the DOE approved priority list will be meet in addition to any other measures for which the REM Design is being conducted for.

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

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

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

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

CLIMATE ZONES

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

FUEL SWITCHING

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

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

DOE Approved Priority Lists

Current Priority list was approved by DOE in September 2011

A computer audit is required if:

There are potential cost-effective energy upgrades to the house that are not listed on the priority list

There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.

Energy related incidental repairs of more than \$100 are included with the energy upgrades.

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

Assumptions for Block Houses:

Pre and Post blower door = 2000 CFM @ 50 Pa

Uninsulated block walls U-value = 0.371

1000 Square Feet

15% Glazing

Single Pane, aluminum Windows U = 1.13 SHGC = 0.70

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

1. Air Sealing

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

2. Attic insulation to R-30

- a. If R-19 or less existing

3. CFLs

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

4. Solar Screens

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

5. Duct Sealing and Insulation

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

6. Refrigerator Replacement

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

7. Install heat pump water heater
 - a. If there is an existing electric water heat
 - b. Cost not to exceed \$1900
 - c. Existing System $EF \leq 0.90$
 - d. $EF \geq 2.4$
 - e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
 - f. 4 or more residents

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

1. Air Sealing

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

2. Attic insulation to R-30

- a. If R-19 or less existing

3. CFLs

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

4. Duct Sealing and Insulation

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

5. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1900
- c. Existing System $EF \leq 0.90$
- d. $EF \geq 2.4$
- e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- f. 4 or more residents

6. Refrigerator Replacement

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

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

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

1. Air Sealing

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

2. Attic insulation to R-38

- If R-19 or less existing

3. CFLs

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

4. Duct Sealing and Insulation

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

5. Install heat pump water heater

- If there is an existing electric water heat
- Cost not to exceed \$1900
- Existing System EF<=0.90
- EF >= 2.4

- e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- f. 4 or more residents

6. Refrigerator Replacement

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

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

Assumptions for Frame Built Houses:

1500 Square Feet

No attic insulation

No wall insulation (uninsulated 2X4 stud wall)

Windows starting at U=0.90 SHGC = 0.65

Windows are 15% of wall surface area

Pre and Post blower door = 2000 CFM @ 50 Pa

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

1. Air Sealing

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

2. Attic Insulation to R-30

- a. If R-19 or less in attic

3. CFLs

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

4. Solar Screen

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

5. Dense Pack Side Wall Insulation

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

6. Duct Sealing and Insulation

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

7. Refrigerator Replacement

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

8. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1900
- c. Existing System EF<=0.90
- d. EF >= 2.4
- e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- f. 4 or more residents

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

1. Air Sealing

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

2. Attic Insulation to R-30

- a. If R-19 or less in attic

3. Dense Pack Side Wall Insulation

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

4. CFLs

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

5. Duct Sealing and Insulation

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

6. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1900
- c. Existing System $EF \leq 0.90$
- d. $EF \geq 2.4$
- e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- f. 4 or more residents

7. Refrigerator Replacement

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

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

- g. If existing windows are single pane, aluminum windows.
- h. Emissivity < 0.22
- i. Cost of storm windows not to exceed \$15.00/ square foot

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

1. Air Sealing

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

2. Attic Insulation to R-38

- a. If R-19 or less in attic

3. Dense Pack Side Wall Insulation

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

4. CFLs

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

5. Duct Sealing and Insulation

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

6. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1900
- c. Existing System $EF \leq 0.90$
- d. $EF \geq 2.4$
- e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- f. 4 or more residents

7. Refrigerator Replacement

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

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

Mobile Home Assumptions:

Gas Price: \$1.19/Therm (From Southwest Gas Website)
Electricity Price: \$0.11/kWh (EIA)
Propane Price: \$2.60/gal.

Existing Aluminum Window: U = 1.13 SHGC = 0.80
Replacement Window: U = 0.30 SHGC = 0.30

Existing Component Insulation:

Ceiling Insulation: 1 inch of fiberglass (assembly R = 4.6)
Alternate Ceiling Configuration: Assumes R-19 has been added to roof through rehab
Belly Insulation: Wings: 1 inch rigid board
Center Cavity: 1 inch fiberglass

Walls: 2 inches of fiberglass batt, degraded (assembly R= 7.4)

Zone 2 MH (Phoenix, Yuma)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Natural Gas and Propane with CAC	\$25
Electric Heat Pump	\$25

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with CAC	\$180
Electric Heat Pump	\$250

3. Mobile Home Roof Insulation

- a. If less than R-19
- b. Cool roof coating or sealant shall only be done in conjunction with roof insulation

4. Mobile Home Belly Insulation

5. CFLs

- a. If existing lights are incandescent and on 2 hours or more a day
- b. Limit of 8 CFLs per client

6. Solar Screens

- a. Cost not to exceed \$5.00/ square foot

7. Refrigerator Replacement

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

8. Install heat pump water heater

- g. If there is an existing electric water heat
- h. Cost not to exceed \$1900
- i. EF >= 2.4
- j. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- k. 4 or more residents

Zone 3 MH (Safford, Sierra Vista)

1. Air Sealing

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

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage (\$)
Natural Gas and Propane with CAC	\$230
Electric Heat Pump	\$275

3. Mobile Home Roof Insulation

- a. If less than R-19
- b. Cool roof coating or sealant shall only be done in conjunction with roof insulation

4. Mobile Home Belly Insulation

5. CFLs

- a. If existing lights are incandescent and on 2 hours or more a day
- b. Limit of 8 CFLs per client

6. Install heat pump water heater
 - a. If there is an existing electric water heat
 - b. Cost not to exceed \$1900
 - c. EF \geq 2.4
 - d. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
 - e. 4 or more residents
7. Refrigerator Replacement

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

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

Zone 4 & 5 MH (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction (\$)
Natural Gas and Propane with CAC	\$70
Electric Heat Pump	\$70

2. Duct Sealing and Insulation

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

3. Mobile Home Roof Insulation

- a. If less than R-19
- b. Cool roof coating or sealant shall only be done in conjunction with roof insulation

4. Mobile Home Belly Insulation

5. CFLs

- a. If existing lights are incandescent and on 2 hours or more a day
- b. Limit of 8 CFLs per client

6. Install heat pump water heater

- a. If there is an existing electric water heat
- b. Cost not to exceed \$1700
- c. EF \geq 2.4
- d. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
- e. 4 or more residents

7. Refrigerator Replacement

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

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

- a. If existing windows are single pane, aluminum windows

- b. Emissivity ≤ 0.22
- c. Cost of storm windows not to exceed \$15.00/ square foot

GENERAL WASTE HEAT ITEMS

ALLOWABLE MEASURES WHICH DO NOT REQUIRE A COST EFFECTIVENESS TEST

Low-flow Showerhead- Minimum 1 plumbing permitted
Faucet Aerator- Minimum 1 plumbing permitted
Weather-stripping
Water Heater Insulation (Only for Electric Water Heaters and if local building codes permit)
Furnace or Cooling Filters (up to a one-year supply)
Door Sweep
Pipe Insulation (If applicable)
Set Back Thermostat

Total cost of LCNC should not exceed \$250 of total house cost.

DURABILITY MEASURES

Measure installed to protect or insure the long-term effectiveness energy measures are allowed. Total expenditures are subject to budget limitations.

PRESSURE DIAGNOSTIC PROCEDURE

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

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

Level One: Homes with Central Forced Air Heating or Cooling

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

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

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

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

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

Testing Procedure

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

1. Initial air leakage and room pressure tests

Duct repair

Envelope air sealing

Room pressure balancing

1. Initial Air Leakage and Room Pressure Tests:

These initial tests will provide reference information on the existing condition of the home. This information will be used to determine what retrofit measures are to be completed and their effectiveness.

Perform a complete energy audit and combustion safety test of the house. No pressure testing or air sealing can be done until the required combustion safety procedure is completed.

- A. Perform Room Pressure Tests (dominant duct leakage test, room pressure test, and combustion appliance zone [CAZ] test) and record pressures. List combustion appliances located in rooms tested. **If a pressure of -3 Pascal's (Pa) or more exists in a CAZ, or the possibility exists that repair work will create a pressure of -3 Pa or more in a CAZ, corrective action must be completed before or in conjunction with air sealing or duct repair.** Discuss possible corrective action with the client. **If client refuses to allow corrective action to be completed, no air sealing or duct repair can be completed.**

Perform zonal pressures and record the results.

Perform initial Whole House CFM50 Test and record the results.

Perform Pressure Pan Test and record initial pressure difference.

- F. Based on the results of the energy audit, combustion safety tests, and pressure tests, determine the extent of work to be completed.

2. Duct Repair Procedure:

Duct repair can only be performed under the supervision of a trained technician.

In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

The Health and Safety Policy must be followed at all times.

Perform duct repair using approved products (see Product Guidelines) and repair techniques (see Duct Repair Techniques).

- D. After initial duct repair is performed, evaluate if additional duct repair is possible.

E. Once all attainable duct leakage is repaired, perform post duct repair Whole House CFM50 Test and pressure pan readings. The difference between the initial Whole House CFM50 Test and the post duct repair Whole House CFM50 Test will provide the CFM reduction in duct leakage.

3. Envelope Air Sealing Procedure:

All duct repairs must be completed before envelope air sealing.

Envelope air sealing can only be performed under the supervision of a trained technician.

In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

- D. The Health and Safety Policy must be followed at all times.

E. Perform air sealing with high-quality products. Weatherization products must be permanent and guaranteed for at least 15 years.

F. Repeat Whole House CFM50 Test after air sealing work is performed and evaluate if additional air sealing is possible (see Health and Safety Policy for CFM ventilation requirements).

G. Once air sealing is completed, perform final Whole House CFM50 Test and record results.

4. Room Pressure Balancing:

All duct repair and air sealing must be completed before room pressure balancing.

Room pressure balancing can only be performed under the supervision of a trained technician.

In all cases, room pressure balancing can only be performed in conjunction with pressure diagnostics.

The Health and Safety Policy must be followed at all times.

Perform post air sealing room pressure tests (dominant duct leakage test, room pressure test, and worst case test) and record room pressures.

Review options to remedy pressure imbalances with the client. If pressure balancing is not performed, record reasons in the work summary.

Repeat room pressure tests after initial pressure balancing measures are installed and evaluate if addition pressure balancing is needed.

Once pressure balancing is completed, repeat room pressure tests and record results.

COMBUSTION SAFETY AND CARBON MONOXIDE PROCEDURES

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

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

Carbon Monoxide Tests

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

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

With the exception of unvented gas or propane cooking appliances, CO must be tested in all combustion appliances under worst-case conditions and normal draft conditions (when the appliance fails under worst-case). In addition, it is recommended that CO be tested under a mild down-draft if conditions are safe.

For gas ovens, CO shall be measured at steady state (usually after 5-10 minutes of operation) at the highest setting. When measuring CO on gas ovens, it is recommended to turn on the exhaust hood and open a window to reduce risk of exposure to elevated ambient CO levels.

Spillage and Draft Tests

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

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

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

Acceptable Draft Test Ranges

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

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

Acceptable Appliance Spillage Periods

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

Gas Supply Safety

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

Combustion Air

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

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

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

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

Heat Exchanger Safety Checks

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

HVAC EQUIPMENT AND DISTRIBUTION INSTALLATION/REPAIR POLICY

The following policy must be strictly adhered to when installing or repairing HVAC equipment and distribution systems.

Repair/Replacement

Replacement of inoperable equipment is allowed under the following conditions. A complete REM Design is required for all replacement.

- Existing inoperable AC equipment upgraded with a minimum 13 SEER unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.
- Existing inoperable forced air furnace equipment upgraded with a 90+ AFUE unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.

Sizing and Installing HVAC Equipment

Minimum HVAC efficiencies:

AC: 13 SEER

Heat Pump: 13 SEER and 7.7 HSPF

Combustion furnace: 80% AFUE.

- New mechanical systems shall be sized according to the ACCA Manual J. Room-by-room load calculations using the ACCA Manual J shall be submitted for each plan to verify sizing.
- Airflow across the indoor coil and/or heat exchanger shall conform to the manufacturer's specifications.
 - Refrigerant charge shall be installed per the manufacturer's specifications.
 - Indoor and outdoor units shall be "matched" according to the ARI Directory.

Evaporative Cooler Installation

It is strictly prohibited to install an evaporative cooler on the ductwork of a forced air heating or cooling system that did not previously include an evaporative cooler. Replacing an existing evaporative cooler with a new evaporative cooler on a forced air heating or cooling system is an allowed health and safety measure.

All existing evaporative coolers must be equipped with a damper system that allows the cooler to be isolated from forced air ductwork or the conditioned space.

Installation of Forced Air Distribution Systems

All new ductwork must be installed according to the Duct Installation/Repair Techniques and Product Guidelines.

All duct systems must be pressure tested and the CFM leakage rate cannot exceed 3% of conditioned sqft or 5% of high speed fan flow of the systems air handler capacity.

- Airflow to each room shall match designed airflow calculations from the ACCA Manual J to within +/- 10%.

Repair of Existing Air Distribution Systems

All ductwork must be repaired according to the Duct Installation/Repair Techniques and Product Guidelines.

Duct Installation / Repair Techniques

Flex ducts

- Seal the start collar to the plenum using mastic reinforced with mesh around the entire circumference.
- At all connections (triangles, junction boxes, etc.), fasten the inner liner to the start collar using a mechanically tightened draw band for mechanical strength.
- Seal the inner liner using approved mastic reinforced with fiberglass mesh and overlaid with another layer of mastic sufficient to cover the entire pattern in the mesh.
- Fasten the outer liner well over the start collar using a mechanically tightened draw band.
- Seal all boots to the Sheetrock using mastic or silicone caulk applied at the point where the air barrier (metal or exterior foil backing) meets the Sheetrock.

B. Duct board

- Staple all duct board joints with appropriate staples every two inches.
- Apply a layer of mastic; embed reinforcing mesh and overcoat with another layer of mastic sufficiently thick to hide the pattern in the tape.
- Allow for proper curing (manufacturer's specifications) before starting the system. This is critical.
- Seal all boots to the Sheetrock at the point where the foil backing meets the Sheetrock.

C. Metal

- Seal all points where components join together using mastic. Special attention must be given to any area where tabs provide the method of securing the joint.
- Seal all boots to the Sheetrock at the point where the metal meets the Sheetrock.
- Join all components with screws or other mechanical fastening devices as required in listings or code.

D. Building Cavities Used as Returns

- If the cavity is lined with Sheetrock, seal all joints with mastic. All gaps over 1/4 inch must be reinforced with embedded mesh tape.

- If the cavity is lined with duct board with the fiberglass side facing inside, you must create a positive air barrier in the plenum by covering the fiberglass with a material such as Sheetrock, duct board with the foil facing inside, or coat the fiberglass with mastic, etc., and seal all remaining joints in the plenum.
- If the cavity is unlined (exposed studs) and it is impossible to line the plenum, seal all joints, holes and penetrations using mastic applied with a brush attached to a handle or other extension. It may be easier and more effective to simply create a ducted plenum or chase and avoid the problems associated with using a building cavity to convey conditioned air.
- It may be necessary to cut a hole in the plenum in order to gain access and seal the interior adequately.

E. Air Handler

- Seal all penetrations and gaps between materials using mastic or silicone. If the gap is over ¼ inch, reinforce with fiberglass mesh.
- Seal the areas where the air handler meets the supply/return plenums using mastic reinforced with fiberglass mesh or other approved methods.
- Seal any panels that will require frequent access by the client (such as the filter area), using a quality temporary tape (duct tape).
- The air handler must not have any noticeable leaks.

F. Wall Penetrations

(The most common wall penetration problem is where the opening for the return grille is cut through the wall. In such an installation, even in a lined plenum, the wall cavity is open into the plenum.)

- Where an un-ducted section of the air distribution system penetrates a wall cavity, the wall cavity must be sealed.
- The cavity will first be blocked using a rigid air barrier such as Sheetrock or duct board with the foil facing the airflow.
- All seams, cracks, crevices, and openings will then be sealed airtight using approved mastic.

Duct Product Guidelines

All new ductwork will be a minimum of R-8.

Duct sealing materials shall have both excellent cohesive and adhesive qualities.

Water-based Latex mastic with at least 50 percent solids reinforced with fiberglass mesh at all duct connections, joints and seams shall be used. "Hardcast" type mastic with reinforcing mesh is also acceptable.

- The ducts shall be further attached as per manufacturer's specification, using a draw tie, plumbing strap or screws, as appropriate for a strong mechanical connection. The mechanical connection **does not** replace air sealing.
- Foil tapes, including UL 181 AP-type tapes, when used alone will not be accepted. If tape is used to temporarily hold a seam, it must be overlaid with a coating of mastic that extends at least one inch (1") past the tape on all sides, and is thick enough to hide the tape completely.
- Do not use materials that are potentially damaging or have harmful effects, such as toxic vapors or carcinogenic substances that may be harmful to the clients or the installer. Agencies are required to obtain and maintain the Material Safety Data Sheets (MSDS) for all materials used on the job. Federal law requires this procedure; further information is available locally from the vendor.
- Materials must meet all current codes and manufacturer's specifications.

INSULATION STANDARDS

Installation of Insulation

Insulation must be installed with no gaps, no voids, no compression of the insulation, or no wind intrusion into the insulation. Insulation must also be in alignment with the air barrier in all cases.

All items on the Thermal Bypass Inspection Checklist must be verified where accessible. Items not meeting these standards must be repaired unless the repair is not cost effective. The Checklist includes the following 12 areas:

Shower/Tub at Exterior Wall: Exterior walls behind tub or shower have been fully insulated. Exterior walls behind tub or shower have been faced with air barrier material.

Insulated Floor above Garage: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier is installed at any exposed edges of insulation.

Attic Knee Walls Air barrier is installed on attic side of insulated wall. Insulation is in complete alignment with interior wall finish.

Attic Hatch/Drop-down Stair Attic: Opening is fully gasketed for an air-tight fit. Hatch is covered with insulation that is attached and fits snugly in framed opening.

Cantilevered Floor: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier installed at any exposed edges of insulation.

Duct Shafts: Opening is enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.

Flue Shaft: Opening is fully enclosed as required with flashing. Combustion clearance between flue and combustible flashing (e.g., OSB panel) are properly closed with metal collars and any remaining gaps are sealed with fire-proof caulk or foam.

Piping Shaft/ Penetrations: Opening is fully enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.

Dropped Ceiling/Soffit Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.

Fireplace Wall: Air barrier is fully aligned with insulated framing in framed shaft behind fireplace and any gaps are fully sealed with caulk or foam.

Staircase Framing at Exterior Wall/Attic: Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.

Whole-house Fan Attic Penetration: An insulated cover is provided that is gasketed to the framed opening.

RENEWABLES

Section 206 of the Energy Policy Act of 2005 (EPACT 2005) amended the Energy Conservation and Production Act to clarify that assistance under the Weatherization Assistance Program may be provided for renewable energy systems and to provide definitions and criteria to be used in assessing eligibility

Cost Effectiveness

Renewable energy systems must follow the Cost Effectiveness Procedures. Local agencies must determine that the renewable energy system is cost effective by ensuring the discounted savings-to-investment ratio (SIR) is greater or equal to one. The net cost of renewable energy systems after rebates from third parties can be used for the SIR review.

Product Guidelines

Renewable energy systems must meet the requirements established by the State of Arizona for state tax credits which imposed several requirements on the seller of solar devices in order to qualify the equipment and application. Title 44, chapter 11, article 11 of the Arizona revised statutes (44-1761- Definitions, and 44-1762 - Solar energy device warranties; installation standards; inspections) provides details on the requirements.

FINAL INSPECTION REQUIREMENTS

A final inspection shall be performed on all jobs.

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

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

The inspection shall verify that all cost effective opportunities were completed.

The inspection shall include all measures listed on the Work Performed report to verify installation has been completed in a safe and effective manner.

The inspection shall include a review of the diagnostic result, both pressure and combustion safety, to verify that all applicable tests were completed.

The inspector shall complete diagnostics on minimum of ten percent of completed homes to compare with reported results.

HEALTH AND SAFETY PLAN

Allowable energy related health and safety actions are those actions necessary to maintain the physical well being of both the occupants and/or weatherization workers where:

Costs are reasonable as determined by DOE in accordance with this approved Master Plan;

The actions must be taken to effectively perform weatherization; or

The actions are necessary as a result of weatherization work.

Each subgrantee will have 20% of their program operations set aside for energy related health and safety repairs.

Each subgrantee will be responsible for the management of their health and safety budget and will be required to bill health and safety repairs as a separate budget line item. Subgrantees will also be required to obtain written approval from OEP for all health and safety repairs exceeding \$2000. Subgrantees are also reminded that any health and safety expenses in excess of 20% of subgrantee program operations budget will result in disallowed cost.

Home Assessment & Client Evaluation

The weatherizing subgrantee must determine presence of at-risk occupants before proceeding with evaluation services. The Client Health & Safety Evaluation form must be reviewed and signed by the client and evaluator before the evaluation is started. (This form has been drafted and will be implemented 7/1/12)

Crew and client H&S issues are viewed as closely linked in the areas of site conditions and work procedures. Working from this concept, which assumes that any hazard associated with a work site, whether it is a work practice, an existing condition, client behavior, and so forth, has the potential of harming both crew and client, a holistic approach towards H&S is taken throughout the entire process of weatherizing a home, with special emphasis given to the initial inspection.

The initial audit, by a qualified Auditor/ Inspector, should include sensory inspections and diagnostic testing as listed in the WAP guidelines to verify the existing conditions of the home and any Health & Safety issues that could arise or halt production on said home. Details on existing conditions that could hinder Weatherization are listed below.

All of this is contingent on having well trained inspectors/ auditors. H&S issues are revealed before any work is ever done. This goes a long way towards preventing any harm befalling either crew or client.

Occupant Preexisting or Potential Health Conditions

A feature of any inspection includes client education, whereby the occupant's health problems are addressed. Once a clear understanding has been reached between the program inspector and the occupant, work practices will be deployed so as not to aggravate any preexisting condition. In some rare instances, a deferral may be the only solution.

When a person's health may be at risk and/or the work activities could constitute a health & safety hazard, the occupant at risk will be required to take appropriate action based on severity of risk. Temporary relocation of at-risk occupants may be allowed on a case by case basis. Failure or the inability to take appropriate actions must result in deferral.

Occupants will be required to reveal known or suspected health concerns as part of initial application for weatherization. The occupants of the dwelling will be screened again during the audit. The client must be provided

with information of known risks. It will also require that worker contact information (in the form of agency weatherization office staff phone numbers) be given to the client so client can inform of any issues

Health & Safety Issues

As potential hazards are identified by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, they are analyzed in terms of their severity and how they will be dealt with up to and including deferral. Wherever possible, measures should be considered through the cost justification method of an SIR>1 as an Energy Conservation Measure (ECM) first, before using funds from the H&S allocation. Clients must always be informed of any Health or Safety risk discovered during the evaluation process in writing and written confirmation of receipt of that information by the client must be obtained and kept in the client file. A listing of Health and Safety issues are compiled, any of which that can't be corrected can result in a deferral on any given project. They are as follows:

Air Conditioning and Heating Safety

“Red tagged”, inoperable or nonexistent HVAC system replacement, repair, or installation is allowed where climate conditions warrant, unless prevented by other guidance herein. Arizona climate involves a defined heating and cooling season with a Heating Degree Day (HDD) measurement range from 1180 to over 7200. The Cooling Degree Day (CDD) measurements in Arizona range from 573 to more than 5100. Arizona has a vast difference across the state due to the four recognized climate zones and a the vast difference in elevation changes from a few hundred feet above sea level to more than 7000 feet above sea level.

Research indicates of all people who die of heat stroke, about 80 percent are age 50 or older. Deaths attributed to lung disease, diabetes and hypertension increase more than 50 percent during heat waves. Heat stroke occurs 12 to 13 times more frequently in people age 65 and older than in younger persons. It is also an accepted medical fact that infants and children up to four years of age are very sensitive to the effects of high temperatures and rely on others to regulate their environment.

Air conditioning is the number one protective factor against heat-related illness and death effecting people with health issues. Therefore air conditioning system replacement, repair or installation is allowed to be categorized as health and safety in homes with occupants under four years old, over 65 years old and where there are at-risk occupants. Air conditioning system replacement, repair or installation must be attempted through cost justification as an ECM first before using H&S funding. Where this measure can be justified by the approved REM or EA-Quip audit, replacement, repair or installation is not to be included in health and safety.

Reminder- Air conditioning units cannot be installed on rental properties, as it is the requirement of the Landlord pursuant to the Arizona Landlord Tenant Act.

All replacement of HVAC equipment shall first be modeled in REM Design to attempt a SIR of 1 or greater prior to being installed as an H&S measure.

Houses with occupants between the ages of 4-64 requesting the need for air conditioning based on their health being at risk must provide a letter from a doctor defining the condition requiring an air conditioned environment and the maximum allowable air temperature relevant to that person's individual condition.

Repair of all combustible fuel line leaks from the meter or tank to the heating system or appliance are allowable H&S measures. Materials must meet federal, state, and local code. Repair (only) of gas cooking appliances in order to eliminate gas leaks and reduce unsafe levels of carbon monoxide in living area. Repair materials must meet federal, state and local code. Installation of protective materials on combustible surfaces adjacent to energy systems to meet NFPA clearance codes is allowable. Materials and installation must meet NFPA specifications. Materials must meet federal, state and local code.

Heating Systems

Heating systems are repaired or replaced, under H&S, when not operational or unsafe. This measure is taken in order to eliminate unsafe levels of carbon monoxide in the living area and to ensure adequate heating. Justification documentation in the form of the appropriate heat system checklist (per energy source) which includes all required diagnostic recordings for the individual unit, and photos demonstrating the specific issue(s) with the system must be in the client file. Replacement of operational units, where diagnostic readings are attainable, must be attempted to be cost justified as a ECM using regular weatherization funds with an SIR>1 before using H&S funds. A unit with a cracked heat exchanger where diagnostic readings are attainable must be attempted to be replaced through cost justification as an ECM first before using H&S funding. Replacement of non-operational units can only be from H&S funding.

Air Conditioning & Cooling Systems

In a case where an AC system must be replaced and it cannot be justified as an ECM, replacement is an allowable expense under H&S and will always require an approved waiver from OEP. Evaporative Cooling will always be considered an H&S measure but do not require a waiver unless the \$2000 threshold is exceeded.

Package Unit Systems

When a package unit is encountered and only one component of that system is inoperable, you must first attempt to service the unit using H&S funds. If servicing the unit does not work and replacement of the inoperable component is determined to be less economical than the replacement of the entire unit, H&S funds may be used upon receiving written approval from OEP.

The weatherizing subgrantee must determine presence of at-risk occupants while also ensuring systems are present, operable and performing. Subgrantees must discuss and provide clients with information on the appropriate use and maintenance of units, with explanation, from the subgrantee.

Appliances and Water Heaters

Replacement of water heaters under H&S is allowed on a case by case basis under the following conditions outlined: Local agencies may replace a water heater if the cost of repair exceeds the cost of replacement or if the broken water heater is more than 10 years old.

Pictures of the old water heater are to be on file at subgrantee's office.

Information and explanation on appropriate use and maintenance are to be provided to client after installation. Disposal of old appliances and water heaters must be handled by subgrantee or their contractor.

Replacement and installation of appliances other than water heaters, such as stoves or washing machines, are not allowable H&S costs.

Asbestos

Asbestos anywhere on the interior of the dwelling that would need to be addressed either directly or incidentally during the weatherization process is not an allowable H&S cost. Testing by an AHERA professional for Asbestos is an allowable Health & Safety cost however Abatement of Asbestos is not. Policies have been in effect for asbestos presence and related work practices for many years. The approach is not to disturb, cut or drill said material and deter those measures that might do so. In instances where measures can be installed without disturbing asbestos surfaces or materials, that is the best approach. In instances where a local authority such as Code Enforcement imposes specific guidelines or requirements, service provider program staffs are to make themselves aware of those restrictions and comply with them.

If it is determined, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that weatherization work cannot be performed without creating a hazard the project is to be deferred. The client is to be informed in writing of the potential hazard and the agency must not return to weatherize until an AHERA certified professional issues a clearance statement. A copy of this statement/report must be kept in the client file.

Prior to drilling or cutting an exterior wall the subsurface must be inspected for asbestos.

When vermiculite is present, unless testing determines otherwise, the unit is to be deferred. Where blower door tests are performed, it is a best practice to perform pressurization instead of depressurization. Encapsulation by an appropriately trained professional is allowed. However asbestos encapsulation and testing cost are not reimbursable by the AZ WAP. Removal is not allowed.

With regard to pipes, furnaces and other small covered surfaces, assume asbestos is present in the covering materials. Encapsulation is allowed by an AHERA asbestos control professional and should be conducted prior to blower door testing.

Clients must be informed that suspected asbestos is present and how precautions will be taken. Clients will be instructed not to disturb suspected asbestos containing material. Clients must be provided information and explanation on asbestos safety information and steps to correct deferral conditions (where applicable). The clients are required to sign a form, provided by the weatherizing agency, indicating they have been informed (where applicable).

Biologicals and Unsanitary Conditions – odors, mustiness, bacteria, viruses, raw sewage, rotting wood, etc.

A sensory inspection is required. Clients must be informed of observed conditions. Clients must be provided information and explanation on how to maintain a sanitary home and steps to correct deferral conditions (where applicable).

Remediation of conditions that may lead to or promote biological concerns and unsanitary viruses is not an allowable cost. Addressing bacteria and viruses is not allowed. Cleaning or repairing biological and unsanitary conditions to perform weatherization is not allowed. Deferral may be necessary in cases where a known agent is present in the home that may create a serious risk to occupants or weatherization workers. Also see Mold and Moisture bullet below.

Building Structure and Roofing

Site conditions identified and documented by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that poses a safety hazard to its employees and subcontractors and cannot be corrected within the scope of the program. Building structure & roofing should be evaluated visually as to not disturb any existing conditions.

Building Structure – Structural problems with candidate dwellings can often lead to deferral because their scope is beyond the means of the program to treat. Beyond simple incidental repairs, such as roof patching, there is no feasible means to address severe structural defects.

During the pre-inspection or initial inspection of the dwelling, the evaluator must have access to all aspects of the structure in order to adequately and appropriately gather data for the REM energy audit if not using Priority List or to conduct the weatherization work itself. Clothing, dogs, trash or other impediments restricting access to any portion or portions of the dwelling that block necessary access may constitute a deferral.

Building rehabilitation is beyond the scope of the WAP. H&S funds should not be used when the repair is a component of an ECM. In that case, the repair should be cost justified as an incidental repair. Clients must be notified of structurally comprised areas (where applicable).

Code Compliance

Correction of preexisting code compliance issues is not an allowable cost other than where they are triggered by performing weatherization measures. State and local (or jurisdiction having authority) codes must be followed while installing weatherization measures. Condemned properties and properties where “red tagged” health and safety conditions exist that cannot be corrected under this guidance should be deferred.

Per WPN11-6a if a permit is pulled to replace a HVAC system, water heater or other appliance requiring a permit and it is require by the municipality to upgrade all smoke alarms in the home to hardwire with battery backup it would be allowed

Clients must be notified of observed code compliance issues (where applicable). H&S funds should not be used when the repair is a component of an ECM, such as fixing a light fixture in order to install a CFL bulb. In this case the cost should be cost justified as an ECM with the associated incidental repair.

Combustion Gases

Proper venting to the outside for combustion appliances, including gas dryers is required. Correction of venting is allowed when testing or inspection indicates a problem. Combustion safety testing is required when combustion appliances are present.

Correction of venting issues shall be completed and should be done as an incidental repair when it is a component of an ECM. Proper venting to the outside for combustion appliances, including gas dryers is required. Combustion safety testing is required when combustion appliances are present. Inspections, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, must include:

Inspections of venting of combustion appliance and confirmation of adequate clearances to combustibles.

Testing natural draft appliances for draft and spillage under worse case conditions before and after air sealing.

Inspection of cooking burners for operability and flame quality. Replacement of Cook stoves is not allowed. Repair is an allowable H&S cost.

Testing by approved WAP procedures of ambient air in combustion appliance zones & undiluted flue on applicable appliances.

Clients must be provided information and explanation of combustion safety and hazards information, including the importance of using exhaust ventilation when cooking and the importance of keeping burners clean to limit the production of CO.

Drainage – gutters, down spouts, extensions, flashing, sump pumps, landscapes, etc.

Drainage repairs are allowed with H&S funds only as they relate to code compliance. A repair is allowed as incidental repair when it is a component of an efficiency measure, but must be cost justified with the ECM(s).

Major drainage issues are beyond the scope of the Weatherization Assistance Program. Homes with conditions that may create a serious health concern that require more than incidental repair should be deferred. See Mold and Moisture bullet below.

What are major drainage issues?

Where the need for excavating equipment is brought

Installing gutters on more than half the home

An area more than 40 square feet where dirt is required to be moved

Clients must be provided information and explanation of the importance of cleaning and maintaining drainage systems, as well as the benefits of landscape design (where applicable).

Electrical, other than Knob-and Tube Wiring

Minor electrical repairs are allowed where health and safety of the occupants is at risk. Upgrades and repairs are allowed when necessary to perform specific weatherization measures such as relocating an electrical outlet to allow for a dryer to be relocated for proper ventilation or proper connection of an existing water heater.

Clients must be provided information and explanation on the hazards of overloading circuits, basic electrical safety/risks and over current protection (where applicable). H&S funds should not be used when the repair is a component of an ECM such as a service upgrade to handle increased load of a new HVAC system.

Electrical, Knob-and Tube Wiring

Knob and Tube wiring in a home in Arizona will make that home a deferral until the wiring can be upgraded to current wiring codes by homeowner or other program. Subgrantees are encouraged to seek all available programs to assist low-income households.

Subgrantees are required discuss and provide information and explanation to the client on the hazards of overloading circuits, basic electrical safety/risks and over current protection (where applicable).

Fire Hazards

Current inspection criteria (by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above) take into account fire hazards associated with combustion appliances including clearances and venting systems. Through fuel specific checklists, inspectors identify such hazards and make repairs accordingly with respect to budgetary and program limitations. Required adherence to appropriate NFPA codes when repairing or replacing equipment also minimizes the potential for fire hazards.

Correction of fire hazards is allowed when necessary to safely perform weatherization. Home evaluations include checking for fire hazards during the audit. Clients must be informed of observed hazards even if they will not be treated during weatherization.

Formaldehyde, Volatile Organic Compounds (VOCs) and other Air Pollutants

Formaldehyde and Volatile Organic Compounds (VOCs) – Formaldehyde, tobacco smoke, thinners, solvents, cleaners, and any other substances capable of negatively impacting indoor air quality are identified through the On-site inspection process. Basic strategies such as proper storage and ventilation are used to eliminate problems. Air sealing thresholds are maintained so that the presence of these pollutants are not concentrated and allowed to reach toxic amounts. However, this is primarily an occupant responsibility. In some cases, deferral may be an option.

Removal of pollutants is allowed and is required if they pose a risk to workers. If it is determined, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that pollutants pose a risk to workers and removal cannot be performed or is not allowed by the client, the unit must be deferred. Removal of pollutants that is not necessary to perform weatherization (e.g. cleaning old paint cans and oil out of the garages) is not allowed.

Clients must be informed of observed conditions and associated risks. Client must be given written information and explanation on safety and proper disposal of household pollutants (where applicable).

Injury Prevention of Occupants and Weatherization Workers – Measures such as repairing stairs and replacing handrails

Workers must take all reasonable precautions against performing work on homes that will subject workers or

occupants to health and safety risks. Minor repairs and installation may be conducted only when necessary to effectively weatherize the home; otherwise these measures are not allowed.

The Initial Auditors/ Inspectors, as well as workers where jobs are in progress, are to observe if dangers are present that would prevent weatherization. Clients must be informed by auditors and/or workers of observed hazards and associated risks (where applicable)

Lead Based Paint

Presence of lead based paint associated with dwellings built before 1978. State policy mandates that all personnel working directly on dwellings shall participate in an eight (8) hour Lead Workers Safety class. With respect to Lead Based Paint issues, AZ WX uses an approach that addresses client safety and awareness, worker safety and awareness, and on-site practices.

The head of household of pre-1978 homes to be weatherized receives the informational pamphlet: "Renovating Right". The inspector will also conduct a client education segment as part of the initial inspection to assure that the occupants are fully aware of the hazards posed by Lead Based Paint exposure. This procedure is documented by using a signed receipt from the head of household which confirms that the information was not only distributed, but also explained. This receipt is kept in the client file.

All workers on site on any Weatherization project, whether they be a crew based employee of one of the subcontractors or a private sector contractor, must complete an eight (8) hour Lead Safe Worker Practices Workshop. The aim of this course is to inform the worker about Lead hazards and the proper ways to deal with them, and in doing so, to work in such a way as to not expose client families (and their own families) to these hazards. All crews and contractors are required to carry HEPA vacuum machines, respirators, disposable bio suits, and all other items associated with safe Lead Work Practices.

The program manual addresses this area specifically with detailed guidance for onsite protocols:

- Wear a tight fitting respirator and disposable coveralls.
- Seal work areas within a home with tape and plastic. Cover furniture, carpet, and other surfaces with plastic drop cloths or tarps.
- Spray water on disturbed areas to minimize dust.
- Clean-up work area each day. Sweep carefully and wet mop as needed. Use a HEPA vacuum cleaner to collect dust and paint chips.
- Keep children away from work area at all times.

While this represents only a summary of the overall Lead Safe Practices and training, it illustrates AZ WX's awareness of the issue and how it is integral to any weatherization project.

Lead Safe Weatherization work practices occur only due to health and safety concerns. It cannot be considered part of an efficiency measure and shall always be calculated and charged as a health and safety cost.

OEP's monitoring staff will have oversight responsibility in this area. While Lead Safe Work Practices have long been built into the program, the monitors will focus more directly on this area as they conduct their monitoring visits. Program operators will be required to show that all Lead Based Paint protocols: information sharing, lead safe work practices, proper equipment, and so forth are up to date and in compliance to all regulations whatever they turn out to be. Those programs that are not in compliance, and fail to comply once identified, will face the most serious sanctions that can be leveled: reduced allocation to start with, loss of contract if necessary. Special attention will be aimed at those programs failing to meet requirements in the area of Lead Safe Work Practices since it poses such tangible consequences for the households that are served.

Subgrantees must follow EPA's lead; Renovation, Repair and Painting (RRP). In addition to RRP, Weatherization requires all weatherization crews working in pre-1978 housing to be trained in Lead Safe Weatherization (LSW). Deferral is required when the extent and condition of lead-based paint in the house would potentially create further health and safety hazards.

Arizona's current status is as follows: all sub grantees have applied for and received Lead Renovator Firm status. All auditors (inspectors) have acquired Lead Renovator (RRP) certification as well as select crew leaders. Additionally, private contractors (excluding HVAC and Plumbers) have also applied for and received Lead Renovator Firm status. This is a requirement for contracting with the program. Private contractors have also met the requirement of having adequate RRP certified employees among their ranks. In summary, Arizona has met the EPA requirements as they now stand by April 2010 deadline. As new contractors apply to work on WX projects the EPA requirements are explained during the application process. No private contractors will be awarded work on any pre-1978 dwellings that don't meet the EPA rules.

Private contractors will be required to furnish proof of RRP and Lead Renovator Firm status as a condition of working for the WX program. The monitoring staff will routinely check that documentation that is on file at each agency verifying compliance to the EPA rules.

All weatherization crews working on pre-1978 homes must receive the 8 hour LSW training and a certified renovator must be assigned to the project and be readily available.

State Monitor/Trainers must be Certified Renovators and receive the 8 hour LSW training.

The head of household of every home to be weatherized receives the informational pamphlet: "Renovating Right". The inspector also conducts a client education segment as part of the initial inspection to assure that the occupants are fully aware of the hazards posed by Lead Based Paint exposure.

The RRP requirements of client education apply. The agencies must give the client a copy of the EPA publication: July 2011 Edition of: *The Lead-Safe Certified Guide to Renovate Right Pamphlet* and have the client sign the Sample Pre-Renovation Form located in the back of the Pamphlet to certify the client has been given the pamphlet.

That signed form must be kept in the client's file to show proof the client has received educational material about the dangers of lead paint.

The certified renovator must be physically present at the work site while signs are being posted, containment is being established, and the work area is being cleaned after the renovation to ensure that these tasks are performed correctly. Although the certified renovator is not required to be on-site at all times, while the renovation project is ongoing, a certified renovator must nonetheless regularly direct the work being performed by other workers to ensure that the work practices are being followed. When a certified renovator is not physically present at the work site, the workers must be able to contact the renovator immediately by telephone or other mechanism. In addition, the certified renovator must perform the post-renovation cleaning verification.

Mold and Moisture

Limited water damage repairs that can be addressed by weatherization workers and correction of moisture and mold creating conditions are allowed when necessary in order to weatherize the home and to ensure the long term stability and durability of the measures. Where severe Mold and Moisture issues cannot be addressed, deferral is required.

The Arizona Weatherization program is not a mold remediation program and funds should not be used to test, abate, remediate, purchase insurance, or alleviate existing mold conditions identified during the audit by the Initial Auditor/ Inspector, the work performance period or the quality control inspection. Most typically, weatherization services may need to be delayed. All local agencies must include some form of notification or disclaimer to the client upon the discovery of a mold condition and what was specifically that was done to the home that is expected to alleviate the condition and/or that the work performed should not promote new mold growth.

Major moisture problems that cannot be corrected within the scope of the program such as:

·An enclosed crawlspace or basement that has standing water for significant periods of time due to inadequate ground or surface water drainage.

·Any building with no overhangs and no gutters, exhibiting signs of major moisture problems such as blistering paint and extensive mold/mildew on the inside of the house.

The clients must be provided with a disclaimer on mold and moisture awareness.

Occupational Safety and Health Administration (OSHA) and Crew Safety

Workers must follow OSHA standards and Material Safety Data Sheets (MSDS) and take precautions to ensure the health and safety of themselves and other workers. MSDS must be posted wherever workers may be exposed to hazardous materials.

MSDS information is monitored during OEP compliance monitoring. Field monitoring performs unit file review for evidence of safe work practices. Field monitoring of in progress units will perform assessments to determine if crews are utilizing safe work practices.

OSHA 10 hour training for all workers, including contractors, assessors, and inspectors, is required. OSHA 30 hour training is required for all crew leaders and OEP Monitor/Trainers by June 30, 2012. All new employees must obtain OSHA 10 or 30 depending on their position held within 180 days of hire. This training can be obtained in various ways. The following are suggested resources.

Classroom Training.

Construction 10 hour and Construction 30

Southwest Building Science Technical Center

Online Training. OSHA has accepted the below sites for online outreach training. We suggest that you sample them before choosing.

Construction 10 hour

1. Advance Online
2. Click Safety (also Roadway, Cal-OSHA, and Spanish)
3. Summit Training Source (also Spanish version)
4. Pure Safety (also Spanish version)
5. Career Safe - (Youth and Corporate versions)
6. Redvector
7. 360Training
8. University of South Florida
9. Coastal Training Technologies
10. Turner Construction

Construction 30 hour

1. Turner Construction (also Spanish version)
2. Click Safety
3. 360Training
4. Summit Training Source
5. University of South Florida
6. Pure Safety
7. Advance Online

Information on obtaining OSHA outreach classes in construction

To find in-person training conducted by an authorized OSHA Outreach Trainer:

- a. See www.OutreachTrainers.org to find outreach trainers and/or their schedules

We can send you lists of active trainers in your state – e-mail us if you want this list. Use the lists to contact trainers for information on their training plans.

b. OSHA Education Center in your area may offer it - www.osha.gov/dte/edcenters/map.html

c. The OSHA Consultation office in your area may offer it, see www.osha.gov/dcsp/smallbusiness/consult_directory.html

Pests

If found, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, any pest infestation within the dwelling or in any area outside of the dwelling where service provider staff or subcontractors would have to work to perform weatherization measure is an allowable expense. Cost of pest control cannot exceed 300 dollars and/or 20 percent of the homes budget. If the cost is great than that amount the home will be a deferral until the problem can be handled by another program or the homeowner. (Pests include, but are not limited to: fleas, roaches, rodents, etc.).

Clients must be informed of observed condition and associated risks.

Radon

Whenever site conditions permit, exposed dirt must be covered with a vapor barrier except for mobile homes without skirting or an exterior under surface that serves as a vapor barrier. In homes where radon may be present, precautions should be taken to reduce the likeliness of making radon issues worse. In extreme cases deferral may be an option.

In the State of Arizona Radon testing or remediation is not an allowable H&S measure. Clients must be provided with the EPA consumer's guide to radon.

Refrigerant

Refrigerators are allowed to be replaced as an ECM only. All reclaimed refrigerant processes must follow the Clean Air Act 1990, section 608, as amended by 40 CFR82, 5/14/93. All EPA testing protocols must apply to any testing. Clients are to be advised not to disturb refrigerant. Anyone working with refrigerant, within or employed by the WAP, must have the appropriate training, either an EPA-approved section 608 type I or universal certification. For any appliance containing refrigerant, disposal must include refrigerant reclamation.

Non-certified technicians may not attach or disconnect hoses of gauges to measure pressure within the appliances, top-off or remove refrigerant from appliances or otherwise damage the integrity of the appliance.

Smoke, Carbon Monoxide Alarms, and Fire Extinguishers

1. Weatherization agencies must install carbon monoxide (CO) alarms and smoke alarms in dwelling units where these devices are nonexistent or non-functioning.

2. CO alarms must be, UL listed, installed in accordance with the manufacturer's recommendations and located in compliance with state and local building codes and must have the capability to accurately detect and display low levels of carbon monoxide to 10 ppm and comply with other program requirements.

Local agencies must provide the occupant(s) of the dwelling unit with verbal and written information regarding the following:

a. Dangers of CO and smoke.

b. How to operate and reset the CO and smoke alarms.

c. How to read the CO alarm if there is a digital display.

d. How to respond to CO levels above 10 ppm. (Symptoms of CO poisoning and how the occupant should address the issue should it arise)

The most common symptoms of CO poisoning are headache, dizziness, weakness, nausea, vomiting, chest pain, and confusion.

If these symptoms are present shut off gas appliances, open windows and doors, get out of the home, seek medical help if needed and call a repair man.

e. How to change the batteries of CO and smoke alarms.

3. Smoke alarms must be, installed in accordance with the manufacturer's recommendations, listed in accordance with UL 217, comply with NFPA 72 and other program requirements.

4. Where multiple smoke alarms are required interconnection is required. Actuation of any one smoke alarm shall activate all of the alarms in the individual unit. Hard wiring and interconnection is not required in existing areas provided:

The alteration or repair does not cause the removal of wall or ceiling finishes exposing the structure, and No attic, crawl or basement is available which can provide access for hard wiring and interconnection without the removal of interior finishes.

5. On average no more than two smoke alarms will be installed in home unless a permit is pulled and code compliance for the municipality the home is located in states differently

:6. If the home has an attached garage or carport a smoke and CO detector are required to be installed if none are present

7. If the home is all electric with no attached garage or carport only smoke alarms are needed

8. Providing fire extinguishers is allowed only when solid fuel is present. Fire extinguishers must be installed, according to the manufactures recommendations, be type ABC, UL listed, ≤ 10 lb and with a permanently affixed wall bracket to receive the extinguisher. The client must sign a written agreement to allow a fire extinguisher to be installed in the home within sight of the solid fuel burning heat system when standing at the unit. The agency must discuss and provide information on the use and upkeep of the extinguisher to the client.

Solid Fuel Heating (Wood Stoves, etc)

The weatherization agency must inspect the stove, chimney and flue. Combustion zone depressurization (CAZ) is required per the Energy Out West Field Guide.

Maintenance, repair, and replacement of primary indoor heating units is allowed where occupant health and safety is a concern. Maintenance and repair of secondary heating units is allowed. Replacement of secondary heating units is not allowed. This system must be operational and inspected before any other weatherization begins.

Stand Alone Electric Heaters

Defined as, but not limited to, heaters that do not have a permanent connection to electric power. Repair, replacement or installation is not allowed. Removal is recommended. Circuitry must be checked to ensure adequate power supply for existing space heaters by a licensed electrician.

Clients must be informed of the hazards associated with these types of heaters and the weatherization agency must collect a signed waiver from the client if removal is not allowed.

Space Heaters, Unvented Combustion

Unvented combustion space heaters are not considered a primary heat source. Removal is required, except as secondary heat source and where the unit conforms to ANSI Z21.11.2. Units that do not meet ANSI Z21.11.2 must be removed prior to weatherization but may remain until a replacement heating system is in place. Testing for air-free carbon monoxide (CO) is to be performed per the Energy Out West Field Guide. All units must have an ANSI Z21.11.1 label.

The client must be informed of the dangers of unvented space heaters – CO, Moisture, NO₂, CO can be dangerous even if CO alarm does not sound. The replacement system must be operational and inspected using all Energy Out West Field Guide test protocols before any other weatherization begins

Space Heaters, Vented Combustion

These units will be treated as furnaces. The Energy Out West Field Guide details the testing required during an evaluation. The replacement system must be operational and inspected using all Energy Out West Field Guide test protocols before any other weatherization begins.

Spray Polyurethane Foam (SPF)

Use EPA recommendations (available online at http://www.epa.gov/dfe/pubs/projects/spf/spray_polyurethane_foam.html) when working within the conditioned space of when SPF fumes become evident within the conditioned space. When working outside the building envelope, isolate the area where foam will be applied, take precautions so that fumes will not transfer to inside conditioned space, and exhaust fumes outside the home. Testing will include checking for penetrations in the building envelope. Sensory inspection inside the home for fumes during foam application must also occur.

The client must be informed of plans to use two-part foam and the precautions that may be necessary. Workers using foam products must receive training on the proper use of these various products and understand the specification for each application type. Documentation of installers viewing an installation video or online training and verification of reading and understanding product use information must be kept at the service provider agency. MSDS sheets are mandatory for any foam product used and a thorough understanding of the temperature sensitivity of the product in use is required.

Ventilation

The State of Arizona will be implementing ASHRAE 62.2 to the fullest extent possible as required by DOE WPN 12-1. Arizona will be implementing the ASHRAE standard in the following phases.

Phase 1 will consist training which will be conducted by the Southwest Building Science Technical Center this will be completed by August 2012. Training is to include knowledge of ASHRAE 62.2, how to calculate needed ventilation rates, and installation of necessary ventilation equipment.

Phase 2 will consist of installation and technical assistance from OEP field staff. Full Implementation will be required by June 30, 2013.

Window and Door Replacement, Window Guards

Replacement, Repair, or installation is not an allowable H&S cost but may be allowed as an ECM if cost justified. If disturbing lead paint, follow LSW practices and the client must be informed on lead risks as indicated in this H&S plan when applicable. Replacement, repair or installation of doors, windows, or window guards is not an allowable H&S cost.

Window Glass is an allowable cost if it is an immediate danger to occupants if budget permits

Deferrals

Deferrals, and/or "walkaways" are processed accordingly:

- a. The client shall be informed in writing as to why the dwelling cannot be weatherized. If there are conditions that the client must correct before service is provided, those conditions must also be stated in writing.
- b. The service provider is required to refer the client to any alternate program such as home rehab, if one is available in the area.
- c. The service provider shall clearly indicate in the client file why the dwelling was given "deferral" status.
- d. The service provider must document all referrals to other programs or services in the client file.
- e. The client will receive any information prescribed in the Health and Safety section that is appropriate.

Client Education

This procedure is documented by using a signed receipt from the head of household which confirms that the information was not only distributed, but also explained. This receipt is kept in the client file. Draft forms have been developed to document all information discussed and given to the clients along with application and onsite interviews to verify preexisting at risk and health concerns.

REFRIGERATOR REPLACEMENT POLICY

Subgrantees will need to follow the tables for refrigerator replacement located within their climate specific zone.

METERING REQUIREMENTS

Meter at least 10% of units replaced — It is not required to meter every existing refrigerator that is replaced. Initially, as the program gains experience, DOE will require metering on at least 10% of the units replaced. Units that cannot be located in the Association of Home Appliance Manufacturers, or other refrigerator databases, may make up all or most of the 10% requirement.

Meter at least 2 hours — The minimum metering duration required to obtain results accurate enough to make a reliable replacement decision has been debated for several years. DOE believes a two-hour minimum metering duration is an appropriate compromise.

MATERIALS

New refrigerators shall:

Not exceed the size of the replaced unit.

Have a minimum 1-year warranty.

INSTALLATION

The electrical outlet shall:

Provide the voltage specified on the ID plate of the new refrigerator.

Be properly grounded and/or protected with a properly functioning GFCI device.

Be located within reach of the refrigerator without the use of an extension cord.

Be in good condition with nothing visibly wrong (e.g., not cracked or broken, and no spark, smoke, or burn marks, etc.).

Meet refrigerator manufacturer's specifications for space and clearances.

The contractor shall:

Deliver and install the new refrigerator.

Level the unit to ensure proper operation.

Ensure that door hinges are on the appropriate side.

Instruct the customer on refrigerator operation.

Deliver warranties and operating manuals to the customer.

Set temperature controls appropriately.

DISPOSAL

The contractor shall:

Take unit out of service. Make sure the existing refrigerator, removed from the house, and **DOES NOT** find its way back onto the electric grid.

Dispose of unit in an environmentally responsible manner. All refrigerators replaced must be properly disposed of according to the environmental standards in the Clean Air Act of 1990, section 608, as amended by Final Rule 40 CFR 82, May 14, 1993.

Take unit to a de-manufacturing facility or incorporate disposal requirements in vendor contract.
Remove all packing materials from the customer's premises.

REPORTING

The sub-grantee shall record the following information for both the existing and replacement refrigerators:

Manufacturer (for years available)

Brand

Year of manufacture

Model number

Type (e.g., side-by-side, top freezer)

Database estimated kWh/yr

On metered units, the sub-grantee shall provide an estimated annual kWh usage and the duration of metered data.
Provide saving to Investment Ratio for the replacement refrigerator.

WRITTEN AUTHORIZATION

There may be cases where it is the best interest of the client that a refrigerator be installed that does not meet the requirements of the Weatherization Assistance Program Refrigerator Replacement Policy. In these cases, written authorization must be obtained from OEP.



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

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

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

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

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

Regular BOS Meeting

<u>Meeting Date:</u>	04/07/2015		
<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>	7/1/2014-6/30/2015	<u>Budgeted?:</u>	Yes
<u>Contract Dates Begin & End:</u>	7/1/2014-6/30/2015	<u>Grant?:</u>	Yes
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	Replacement

InformationRequest/Subject

Amendment No. 1 to Independent Contractor Agreement Contract No. 07012014-15 with Arizona Community Action Association

Background Information

Arizona Community Action Association (ACAA) is a non-profit organization that, as part of its mission to promote economic self sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

What ACAA Does:

- Arizona Community Action Association promotes self-sufficiency by working with Community Action Agencies statewide to provide a hand up, the tools needed to become self-sufficient.
- Our members' services include case management and emergency assistance for food, utilities rent and eviction prevention, emergency shelter, financial assistance, resources, referrals and employment.

Original Independent Contractor Agreement No. 07012014-15 was approved by the Board of Supervisors on May 27, 2014.

Evaluation

Amendment No. 1 to Contract No. 07012014-15 will allocate additional Utility Repair Replacement Dollars (URRD) in the amount of \$10,000. Direct Service Dollars will go from \$58,501.88 to \$67,701.88 and Program Delivery Dollars will go from \$5,087.12 to \$5,887.12.

Conclusion

By the Board of Supervisors approving Amendment No. 1 to Contract No. 07012014-15, the Community Action Program will continue to provide weatherization work, utility deposits, repair and replacement work and bill assistance to eligible citizens residing in Gila County.

Recommendation

The Community Services Division Director recommends that the Board of Supervisors approve Amendment 1 to the 2014-15 Independent Contractor Agreement Contract No. 07012014-15.

Suggested Motion

Approval of Amendment No. 1 to an Independent Contractor Agreement (Contract No. 07012014-15) between the Arizona Community Action Association (ACAA) and the Gila County Division of Community Services, Community Action Program, whereby ACAA will allocate additional Utility Repair Replacement and Deposit (URRD) funds in the amount of \$10,000 (\$9,200.00 for Direct Services and \$800.00 for Program Delivery) in order to provide additional assistance to eligible households residing in Gila County for the period beginning July 1, 2014, through June 30, 2015.

Attachments

Amendment No. 1 to Contract 07012014-15

Contract No. 07012014-15

Legal Explanation



**Amendment No. One (1) to the 2014-2015
Independent Contractor Agreement
Contract No. 07012014-15**

The Independent Contract Agreement dated March 23, 2015, between Arizona Community Action Association (ACAA) and **Gila County Community Action Program, A Department of the Gila County Community Services Division** (hereinafter “Contractor”) to conduct application intake and eligibility determination for utility bill assistance and deposits is hereby amended as follows:

Purpose of the Amendment:

1. To allocate additional Utility Repair Replacement and Deposit (URRD) funds in the amount of **\$10,000.00** (\$9,200.00 for Direct Services and \$800.00 for Program Delivery) in order to provide additional assistance to eligible households residing in Gila County.

Amendment to:

Section I. Services and Programs – 1.2 Fund Sources:

URRD Fund Source: Increase direct service amount from \$58,501.88 to \$67,701.88 and program delivery dollars from \$5,087.12 to \$5,887.12. The total amount of URRD funding increased from \$63,589.00 to \$73,589.00.

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. One (1), effective as of the effective date.

CONTRACTOR

Gila County Board of Supervisors

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Name: _____

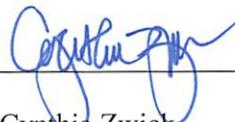
Title: _____

Date: _____

Address:

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

Arizona Community Action Association,
an Arizona nonprofit corporation

By:  _____

Name: Cynthia Zwick

Title: Executive Director

Date: 3.21.15

Address:

2700 North 3rd Street, Suite 3040
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org



Arizona Community Action Association

INDEPENDENT CONTRACTOR AGREEMENT

2014-15 Utility Assistance Programs
Contract No. 07012014-15

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between **Gila County Community Action Program, A Department of the Gila County Community Services Division** (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation (hereinafter "ACAA").

RECITALS:

A. ACAA is a nonprofit organization that, as part of its mission to promote economic self sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. ACAA is receiving or expects to receive during the term of this Agreement funding from the fund sources listed in ***Section 1*** (the "Fund Sources") pursuant to Program Documents (as defined in ***Section 4***).

C. ACAA desires to subcontract with Contractor to obtain assistance with fulfilling ACAA's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement. **The total amount of the contract is \$93,047.12.**

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, ACAA and Contractor hereby agree as follows:

1. Services and Programs.

1.1 Services. Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in ***Section 1.2***: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in ***Section 2***. ACAA will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow ACAA's instructions as to the result to be achieved. Contractor will receive ACAA's instructions through an employee of ACAA who is appointed to manage the program ("Program Manager"). Contractor may also received instructions from an ACAA employee designated to serve as a liaison between ACAA and Contractor ("Monitor").

Advocating, Educating and Partnering to Prevent and Alleviate Poverty.

1.2 Fund Sources. For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the following summary:

Fund Source(s)	Direct Service Amount (A)	Program Delivery (B)	Total Allocation (A+B)	Allowable Activities	Additional Information No credits can be given to accounts.
Utility Repair Replacement Deposit (URRD)	\$58,501.88	\$5,087.12	\$63,589.00	Utility/Appliance Repair or Replacement Utility Deposit	Refer to Exhibit A: Utility Repair Replacement Deposit Policy Manual Refer to Exhibit B: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status (6/2012 Edition) Agency makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Southwest Gas (SWG) Bill Assistance Program	\$6,039.12	\$0	\$6,039.12	Utility assistance for SWG customers	Refer to Exhibit C: Southwest Gas Bill Assistance Summary. No more than twenty-five percent (25%) of total allocation can be used for deposits. Of total allocation, \$1,510.00 can be used for deposits. Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Home Energy Assistance Fund (HEAF)	\$1,576.80	\$175.20	\$1,752.00	Utility assistance and deposits	Refer to Exhibit D: Home Energy Assistance Policy Manual Agency makes guarantees and payments to utility companies. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
HEAF/Tribal	\$6,000.30	\$666.70	\$6,667.00	Utility assistance and deposits for Native Americans living on the reservation.	
APS Crisis Bill Assistance	\$13,500.00	\$1,500.00	\$15,000.00	Utility assistance for APS customers	Refer to Exhibit E: APS Crisis Bill Assistance Program Summary ***** Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Total:	\$85,618.10	\$7,429.02	\$93,047.12		

The summary above of certain provisions of the Program Documents is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 Training. Contractor will participate in any training provided by ACAA on dates and times selected by ACAA.

1.4 Program Modification. ACAA and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

2. Term and Termination.

2.1 **Term.** Unless sooner terminated pursuant to **Section 2.2**, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement on **July 1, 2014** (the "Effective Date") and ending on **June 30, 2015**.

2.2 **Termination.** Either ACAA or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to ACAA, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 **Effect of Termination; Survival.** Upon termination, Contractor's obligation to perform further services for ACAA shall terminate and ACAA's obligation to provide funding to Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

3. Funding; Expenses; Nature of Relationship.

3.1 **Funding; Payments to Contractor.** Not later than the 15th day of each month, Contractor will submit an invoice to ACAA for all services Contractor performed during the prior month as required by **Section 4**. ACAA will endeavor to review Contractor's invoices and give notice to Contractor of any disallowed items within ten (10) business days after ACAA receives the invoice. ACAA will submit all approved portions of Contractor's invoice to the applicable Fund Sources. Contractor acknowledges and agrees that all invoices are subject to approval by the Fund Sources and ACAA's approval does not bind any Fund Source or constitute a guarantee by ACAA of payment to Contractor.

3.2 **Request for Additional Funds.** Contractor may submit in writing a request for additional funds to ACAA no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the ACAA Board of Directors on the next available agenda for final review and approval.

3.3 **Reimbursement of Expenses.** ACAA may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from ACAA.

3.4 **Expenditures.** ACAA reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate, is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. ACAA will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 **Advance Payments.** Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the ACAA Board of Directors. Contractor may request the Advance Request Form through ACAA, if needed.

3.6 **Nature of Relationship.** As between ACAA and Contractor, ACAA shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights

expressly provided to Contractor under this Agreement. The relationship between ACAA and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint venturers, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that ACAA may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 Indemnification. Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

3.8 Insurance.

3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. ACAA makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.

1. *Commercial General Liability – Occurrence Form*

General Aggregate: The policy will have a combined single limit of \$2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

15. The policy shall be endorsed to include the following additional insured language: *“Arizona Community Action Association, shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”*.

b. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

15. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

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

15. The policy shall be endorsed to include the following additional insured language: *“Arizona Community Action Association shall be named as additional insured 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”.*

15. Worker’s Compensation and Employers’ Liability

The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor’s employees.

15. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.8.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor’s insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to ACAA.

3.8.6 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. ACAA makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor 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 Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.8.7 Contractor shall furnish ACAA with certificates of insurance (ACORD form or equivalent approved by ACAA) as required by this Agreement. The certificates for each insurance policy are to be

igned by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by ACAA before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to ACAA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

4. Compliance with Terms of Funding. Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources listed in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the documents attached hereto as *Exhibits A* through *F* and any written policies and procedures that ACAA may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAA to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with ACAA in preparing these reports. In addition, Contractor shall submit monthly reports to ACAA on forms prescribed by ACAA and comply with all other reporting obligations under the Program Documents. Such invoices and reports shall be submitted no later than fifteen (15) days after the end of each month.

4.1 Grant Management System Database (GMS). Contractor will ensure, all fund sources will be directly inputted into the GMS Database system, CAP60, or transferred electronically.

5. Confidential Information.

5.1 Contractor's Obligation of Confidentiality. Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of ACAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAA in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this *Section 5* for the benefit of ACAA. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by ACAA. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by ACAA to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the

foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to ACAA or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. **Audit and Inspection.** ACAA will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide ACAA and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. **Notices.** All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. **Limitation of Liability.** Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. ACAA's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to ACAA or directly to Contractor) pursuant to the Program Documents. ACAA intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to ACAA, then ACAA reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by ACAA in its sole discretion.

9. **Assignment; Subcontractors.** Contractor may not assign Contractor's rights or obligations under this Agreement without ACAA's prior written consent, which consent ACAA may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without ACAA's prior written consent, which consent ACAA will not unreasonably withhold ACAA's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum.** This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver.** This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals and exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

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

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

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

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

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

13. **Anti-Terrorism Warranty.** Pursuant to A.R.S. §35-397 the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

14. **Cancellation.** This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

15. **Counterparts; Facsimile.** This Agreement may be executed in counterparts and delivered by facsimile.

[Signature Page Follows]

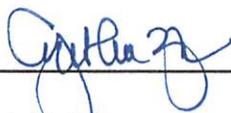
IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR

Gila County Board of Supervisors

Arizona Community Action Association,
an Arizona nonprofit corporation

By: 

By: 

Name: Michael A. Pastor

Name: Cynthia Zwick

Title: Chairman, Gila County

Title: Executive Director

Date: 5-27-2014

Date: May 14, 2014

Approved as to Form:

Address:

By: 

2700 North 3rd Street, Suite 3040
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org

Name: Bryan B. Chambers

Title: Deputy Attorney Principal

Date: 5-27-2014

Address:

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

INSTRUCTIONS FOR VERIFYING CITIZENSHIP AND NON-CITIZEN LEGAL PERMANENT RESIDENT (LPR) STATUS

U.S. CITIZENSHIP

U.S. citizenship is established at birth when an applicant is born in the U.S., its territories, or possessions.

U.S. territories or possessions include any of the following:

- American Samoa
- Guam - on or after January 17, 1917
- Northern Mariana Islands – on or after November 4, 1986
- Panama Canal Zone - on or after February 26, 1904
- Puerto Rico - on or after July 1, 2010
- Swain Islands
- U.S. Virgin Islands – on or after January 17, 1917

**100. VERIFICATION OF U.S. CITIZENSHIP
TO BE POTENTIALLY ELIGIBLE APPLICANTS WHO DECLARE U.S. CITIZENSHIP OR LEGAL RESIDENT STATUS MUST PROVIDE DOCUMENTATION FOR VERIFYING, WITH THE FOLLOWING EXCEPTIONS:**

The following participants are exempt if they are receiving the following services:

- Currently receiving Social Security Disability (SSD)...
- Currently receiving Supplemental Security Income (SSI). This includes participants who move here from another state and are in the process of transferring their SSI benefits to Arizona.
- Currently receiving Medicare (g).
- Eligible in the Deemed Newborn MA category.
- Children in Foster Care assisted under title IV-B of the Social Security Act.
- Children who are recipients of Foster Care maintenance or adoption assistance payments under title IV-e.
- Children receiving adoptions subsidies.

NOTE:The participants receiving the service must provide an award letter or documentation as proof of receiving the service. Once the participant is no longer receiving the benefits that meet the exemption criteria they must then provide the proper and approved documentation as described in the section below.

.01 APPROVED DOCUMENTATION

Citizenship may be verified using ANY of the documents indicated under sections A, B, C or D immediately below:

A. PRIMARY - VERIFICATION DOCUMENTS

1. A birth certificate showing birth in the U.S., its territories or possessions. Birth Certificates issued from Puerto Rico must be issued on or after July 01, 2010. (See policy clarification #010-01).
2. Certificate of Birth issued by the Department of State (FS-545 or DPS-1350).
3. U.S. Passport current or expired, except limited passports which are issued for periods of less than 5 years.
4. U.S. Passport Card issued by the United States Citizenship and Immigration Services (USCIS).
5. Certificate of Naturalization (N-550 or N-570).
6. Certificate of U.S. Citizenship (N-560 or N-561).
7. Report of Birth Abroad of a U.S. Citizen (FS-240) issued by the U.S. State Department.
8. U.S. Consular officer's statement.
9. A United States Citizen Identification Card (I-197).
10. Northern Mariana Identification Card (I-873).
11. A tribal enrollment card or Certificate of Indian Blood issued by a federally recognized Indian Tribe that shows that the person is enrolled or affiliated with that tribe.
12. American Indian Card (I-872) issued by USCIS with the classification code KIC.

B. SECONDARY - VERIFICATION DOCUMENTS

1. An identification card for use of Resident Citizen (I-179).
2. U.S. Census record that shows the applicant's name and a U.S. place of birth and the date of birth or age of the participant.
3. Religious record created within three months after birth, showing the participant's date of birth, OR the participant's age when the record was made. It must indicate a place of birth in the U.S., Territories, or Possessions. (See U.S. Citizenship on page 1)
4. Proof of employment as a U.S. government civil servant before June 1, 1976
5. Early school records, showing the date of admission, the child's date and place of birth and the names and places of birth of the parents.
6. Adoption finalization papers showing the child's name and place of birth in the U.S., its territories or possessions (See U.S. Citizenship on page 1). (When adoption is not finalized and the State will not release a birth certificate prior to final adoption, a statement from a state approved adoption agency containing the child's name and place of birth may be used. The source of information must be an original birth certificate and must be indicated in the statement).

C. When none of the primary or secondary documents are available, accept any other document that establishes a U.S. place of birth or in some way indicates U.S. Citizenship. These include the following:

1. Certificates of Live Birth signed by a hospital official and parent
2. Medical records created at least five years before applying for services that list a U.S. place of birth. For children under age 16 the document must be created near the time of birth OR five years prior to the application date. These include: hospital wrist bands, crib cards, or yellow copies of hospital birth certificates indicating birth in the U.S., its territories or possessions (See U.S. Citizenship on page 1).
3. American Indian Census Records
4. Verification from the U.S. Citizenship and Immigration Services (USCIS). **This documentation CANNOT be expired.**
5. Verification from the Social Security Administration, e.g. award letter.
6. Verification sent directly to the agency from a local, state or federal bureau of vital records office
7. Legal records showing the applicant's name and place of birth in the U.S., its territories or possessions.
8. Department of Homeland Security (DHS), Verification Information System (VIS) response that validates U.S. Citizenship.
9. Online data match screen print with the Arizona Department of Vital Records through the AHCCCS Citizenship Verification System
10. Military papers: When verifying military service criteria, the following apply:
 - An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers.
 - Verify active duty status with an original or notarized copy of the applicant's current orders or a military ID card (DD form 2(active)).
 - A spouse or unwed dependent child of a veteran or active duty noncitizen must provide a document to verify relationship along with military verification requirements.
 - A stepchild living with the stepparent must provide documents to verify relationship along with military verification requirements.
11. Marriage certificate showing marriage to a U.S. male citizen before September 22, 1922
12. Life, health or other insurance record, created at least five years before the application date. Record must indicate a place of birth in the U.S.
13. State census records that show the participant's name, a U.S. place of birth, and the date of birth or age of the participant.
14. Tribal census records for the Navajo or Seneca tribes. The records must be created at least five years before the application and list a U.S. place of birth.
15. An official notification of birth registration from a U.S. State's Department of Vital Statistics.
16. An amended U.S. public birth record that is amended more than five years from the applicant's birth.
17. A statement signed by the physician or midwife who was in attendance at the time of birth
18. The roll of Alaska Natives from the Bureau of Indian Affairs.
19. A **current** decision letter from the ADES/Family Assistance Administration

that demonstrates eligibility for the Food Stamp or Cash Assistance Programs. The award letter must list the Low Income Home Energy Assistance Program (LIHEAP) applicant as an eligible member of the household and for Short Term Crisis Services (STCS) Program the qualifying child must be listed as an eligible member of the household.

D. When the applicant cannot obtain the Primary or Secondary forms of verification they may provide an Affidavit Attesting Citizenship. An Affidavit Attesting Citizenship must meet all of the following requirements:

1. Be completed by a U.S. Citizen who is knowledgeable about the participant's circumstances.
2. Be signed by a U.S. Citizen that is not a member of the household.
3. Be approved by the Case Manager Supervisor.
4. Document the reason for using the affidavit form.

.02 ACCEPTABLE COPIES

Only original or un-tampered copies of required documents are acceptable for verifying citizenship.

Determining Non-citizen Status

To determine non-citizen status, complete the following:

Ask the applicant for their USCIS documentation. When the applicant states they do not have documentation, do not question the participant further regarding their status.

When the document is provided, compare the document to the documents listed on pages 5 through 12. If the document is one of the qualified non-citizen documents, the non-citizen has a qualified status.

A nonqualified non-citizen, who is residing in the United States without the knowledge or permission of USCIS, may do one of the following:

- Voluntarily self declare that they are residing in the U.S. illegally or
- Provide Immigrations and Customs Enforcement (ICE) documents verifying violation of USCIS law.

When either of these occurs, follow your agency's process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE).

200 VERIFICATION OF QUALIFIED NON-CITIZENS

.01 QUALIFIED NON-CITIZEN CATEGORIES

Applicants, who state they are Non-Citizen Legal Residents, must meet at least one of the categories set forth immediately below:

A. LAWFUL PERMANENT RESIDENT (LPR)

A lawful permanent resident (LPR) is admitted into the U.S. for permanent residence under the Immigration and Nationality Act (INA). This Non-Citizen Legal Resident is potentially eligible for services when they meet any of the following:

- 1) They have been continuously lawfully residing in the U.S. and their date of entry is five years in the past or more
- 2) They entered the U.S. as a Non-Citizen Legal Resident eligible for benefits in another qualified category prior to becoming an LPR
- 3) They have a military connection
- 4) They are American Indians born in Canada who possess at least 50 per centum of American Indian Blood. These Non-Citizen Legal Residents are recognized as LPR.

These applicants normally have one of the following USCIS documents
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

1. I-551- Resident Alien Card (Eligible for Benefits)
2. I-151- Alien Registration Receipt Card (Eligible for Benefits)

3. I-194- or unexpired passport with the words: Processed for I-551
Temporary Evidence of Lawful Permanent Residence. Valid Until (Date).
With the following Stamp/Annotations of Law

- a) Adjustment Admission Stamp – Eligible when any of the following sections of law are indicated: 203(a)(7); 207;208;212(d)(5); 243(h)(with a Prucol determination);
- b) Non-Specific Admission Stamp – Eligible when the form is noted with an I-551 eligible status code
- c) Parole Admission Stamp – Eligible when the period of parole is for at least one year as verified on the stamp
- d) Replacement Admission Stamp – Eligible when the stamp displays an I-551 eligible Status Code
- e) Temporary I-551 Admission Stamp – Eligible when the key phrase reads one of the following: “Admission for Permanent Residence at
a. D” or “Processed for I-551 Temporary evidence of admission for Permanent Residence” and displays one of the following Status Codes: AM1; -2; -3; -6; -7; -8;

B. ASYLEE - An asylee is an individual who has been granted protection and immunity from extradition by USCIS. These applicants normally have one of the following USCIS documents (**NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED**):

- 1. I-94 with one of the following:
 - A stamp showing grant of asylum under Section 208 of the INA to include:
 - a. AS1 - Eligible for benefits
 - b. AS2 - Eligible for benefits
 - c. AS3V92 - Eligible for benefits

C. BATTERED NON-CITIZEN

A battered Non-citizen is an individual who has suffered abuse or extreme cruelty while living in the U.S. Battered nonqualified noncitizens may become qualified Non-Citizens when they have suffered abuse from any of the following:

- a parent,
- a spouse
- a relative of the parent or spouse who resides in the same home as the battered noncitizen.

➤ In order for the Non-Citizen to be eligible under this category, they must meet **ALL** of the following:

- 1. Possess appropriate USCIS status
- 2. Abuse occurred in the U.S.
- 3. The abusive person was a U.S. Citizen or Lawful Permanent Resident (LPR).

4. The abused individual is no longer residing with the batterer

D. CUBAN OR HAITIAN ENTRANT

A Cuban or Haitian entrant is an individual who has fled to the U.S. from either Cuba or Haiti to escape oppression or persecution.

These applicants normally have the following USCIS document:
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)

1. I-94 with the words: CUBAN/HAITIAN ENTRANT UNDER 212(D) OF THE INA (Eligible for Benefits)

NOTE: Haitian nationals who resided in the United States on January 12, 2010, were granted Temporary Protected Status (TPS), due to the earthquake in their country. TPS does not satisfy qualified non-citizenship eligibility criteria. Therefore they are not eligible for benefits unless they meet other qualifying criteria.

E. NON-CITIZEN WHOSE DEPORTATION IS WITHHELD

A Non-Citizen Legal Resident whose deportation is withheld is a Non-Citizen whose continued presence in the U.S. is required by the U.S. government. A Non-Citizen Legal Resident whose deportation is withheld is potentially eligible for services for a period of seven years from the date of the judge's orders.

These applicants normally have one of the following USCIS documents **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)**:

I-94 – with an order from an immigration Judge showing one of the following:

- Deportation withheld under 243(h) of the INA
- Removal withheld under 241(b)(3) of the INA

F. INDEFINITE DETAINEE

Indefinite detention status pertains to Non-Citizens who have served their time for a criminal conviction and have been given formal orders to leave the U.S. Indefinite Detainee status is granted by USCIS when the Non-Citizen is allowed to indefinitely remain the U.S. because neither their home country, nor any other country will accept them.

An Indefinite Detainee applicant can be identified by an Order of Supervision (I-220B) USCIS form that should include both of the following:

- The applicant's alien registration number.
- A notation regarding U.S. exclusion, deportation, or removal.

Indefinite Detainee applicants may also have an Employment Authorization Document (I-688B) USCIS form showing 274a.12(c) (18). The agency should obtain as much of the following information as possible from the applicant:

1. Name and Date of Birth
 2. Alien Registration Number
 3. Social Security Number
 4. Home Country
 5. I-94 Card Number
 6. Parent's Names
 7. Driver's License Number
 8. Copies of ANY immigration documents (I-220B, I-688B, etc.)
- The agency should call the Office of Refugee Resettlement (ORR) to request an Indefinite Detainee eligibility determination and inform ORR that the collected information will be faxed.
 - The agency should fax the information collected from the applicant to ORR. The FAX must include the name, telephone number, and FAX number of the person requesting information.
 - The agency should document all action taken and the dates made.
 - The agency should not approve or disqualify the Non-Citizen Legal Resident during this period. The agency should hold the application pending detainee status confirmation from ORR.
 - ORR will submit the faxed information to USCIS and will notify the person requesting the information on the applicant's status and eligibility by FAX.

G. NON-CITIZEN PAROLED INTO THE U.S.

A parolee is an individual who has been granted lawful temporary residency in the U.S. by USCIS for humanitarian reasons, or the public benefit. The parolee status must be **BOTH** of the following:

- Granted status of at least one year.
- Granted under 212(d)5(A) of the Immigration and Naturalization Act.

Parolees must also meet the continuous residency requirements to be eligible for services (See page 10).

1. I-94 - with PAROLE PURSUANT TO SECTION 212(d) (5) on the front. The form must not be expired and the expiration date must be at least one year after the issue date. Both dates are documented on the form.

H. REFUGEE OR AMERASIAN

A Refugee or Amerasian is an individual who has fled their country to escape invasion, oppression, or persecution. A Refugee or Amerasian is admitted into the U.S. under Section 207 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date that their status is granted.

These applicants normally have one of the following USCIS documents (**NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED**):

I-94 – endorsed to show entry as a refugee under Section 207 of the INA or entry as an Amerasian OR noted with one of the following Status Codes: NP2 - 7; P2 –6, -7, -71; RE7 –8; Z2; (Eligible for Benefits)

I. VICTIM OF SEVERE HUMAN TRAFFICKING

A victim of severe human trafficking is admitted onto the U.S. under the Trafficking Victims Protection Act (TVPA) of 2000. This Non-Citizen Legal Resident is potentially eligible for services for a period of seven years from the date that their status is granted. These applicants normally have one of the following USCIS documents (**NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED**):

1. I-797, Notice of Action annotated with one of the following T Visa or Derivative T Visa class of admission codes: T-1, T-2, T-3, T-4, and T-5.

J. SPECIAL IMMIGRANT VISA HOLDER

Special Immigrant Visa (SIV) holders are individuals who enter the U.S. under a special visa issued by USCIS to Iraqi and Afghani citizens. These visas entitle the noncitizen to the same benefits and services as refugees.

K. AMERICAN INDIANS BORN OUTSIDE OF THE UNITED STATES

An American Indian born in Canada and not enrolled in a federally recognized tribe may be considered as a Lawful Permanent Resident (LPR), they must meet **BOTH** of the following:

- Possess at least 50% American Indian blood
- Established residency in the U.S.

These noncitizens usually have USCIS form I-181.

B. NON-SPONSORED LAWFUL PERMANENT RESIDENT

A non-sponsored Lawful Permanent Resident (LPR) is a noncitizen given permission to permanently live and work in the U.S. and has not been sponsored through USCIS by an individual or an organization. A non-sponsored LPR must meet at least **ONE** of the additional requirements listed below:

01. Five years of Lawful Residency:

To meet the five year requirement, a Lawful Permanent Resident (LPR) must have been continuously living in the U.S. as an LPR for five years or more.

02. Prior Qualified Status

To meet the qualified status, a Lawful Permanent Resident (LPR) must have entered the U.S. in a temporary qualified status.

03. Military Connection

Non-Citizens who meet both of the following criteria are potentially eligible for benefits, regardless of their date of entry:

- a. They are a qualified Non-Citizen
- b. They meet one of the following military service criteria:

- 01. An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers.
- 02. To verify the active duty status an original or notarized copy of the applicant's current orders or a military ID card (DD form 2 (active)) may be used.
- 03. Only full-time Air Force, Army, Navy, Marine, or Coast Guard is eligible. Any Reserve or National Guard duty is excluded.
- 04. A spouse or unwed dependent child of a veteran or active duty alien must provide a document to verify relationship along with military verification requirements listed below:
 - o Is legally married to the veteran or person on active duty
 - o Is legally separated from the veteran or person on active duty
 - o Is a widowed spouse of the veteran or person on active duty and has not remarried

NOTE: The applicant remains eligible regardless of whether they are living together or apart; the veteran or active duty person can be a U.S. Citizen or a Non-Citizen Legal Resident.

04. Continuous Residency

These noncitizens must provide documentation that indicates they have been residing in the U.S. continuously since August 22, 1996.

There must be no absences longer than 30 continuous days. The total of all absences must be fewer than 90 days from the time the noncitizen entered the U.S. up to the date their status (LPR, parolee, or battered) status was approved.

When it has been determined there is potential eligibility for the qualified noncitizen, the noncitizen must provide **BOTH** of the following:

1. A written statement. The statement must include both of the following:
 - A. The date the noncitizen arrived in the U.S.
 - B. All absences from the U.S. from the arrival date until the date the LPR, parolee, or battered noncitizen status was approved.

2. Documentation to support the statement of the qualified noncitizen that they reside in the U.S. and have continuously resided in the U.S. since PRIOR to August 22, 1996. Several documents may be required to support the presence of the noncitizen in the U.S. The documentation may include, but are not limited to, the following:
 - * Driver's license
 - * Motor vehicle title(s) that lists the noncitizen
 - * Rent or lease receipts or agreements that list the noncitizen
 - * Mortgage records
 - * Church records
 - * School records for children that list the noncitizen
 - * Income tax returns
 - * Medical records
 - * Statement from doctors indicating time frames the noncitizen as treated
 - * Statement from clergy
 - * Attorney records
 - * USCIS records
 - * Employment records

300. NON-CITIZEN ALIEN IDENTIFICATION CARDS

This section identifies alien ID cards that applicants may provide to determine whether they meet one of the qualified non-citizen requirements to receive benefits. **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED).**

.01 ALIEN IDENTIFICATION CARDS

The eligible ID cards listed in this section are as follows:

a. I-94 Arrival/Departure Record:

1-94 admission stamp used, section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

b. I-94 Parole Edition:

1-94 admission stamp used; section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

c. I-151 Alien Registration Card:

The I-151 is the original green card. Many however were printed on blue paper; several versions of this card exist. Applicants must also meet qualified Non-Citizen Legal Resident Status criteria identified in Section II-A.

d. I-551 Permanent Resident Card

e. Visa Stamps in Foreign Passports – Eligible when all of the following occur:

- The Visa is stamped "Processed for I-551, temporary Evidence of Lawful Admission for Permanent Residence".
- Neither the Visa NOR the passport have expired. The passport's expiration date is normally found on the same page as the person's photograph.

NOTE: Applicants, who have expired, lost or otherwise cannot locate their immigration documents from USCIS are responsible for contacting USCIS for replacement documents.

NOTE: Qualified Non-Citizen Legal Residents may have documents described as eligible; Case Managers must examine documents to establish their expiration date and cannot accept expired documents.

400 AFFIDAVIT THAT DOCUMENT(S) IS/ARE TRUE

.01 An eligible applicant must execute a sworn affidavit (see Exhibit IV) stating that the documentation provided as listed on this document during the verification process is/are true.

- i. Contractors who determine eligibility for these programs will be required to ensure that a sworn affidavit is obtained in a way that does not delay the eligibility determination process, or add cost to the process for the applicant.
- ii. Eligible applicants are exempt from providing an affidavit only if they are 60 years of age or older, if they are Tribal Members, or if they are disabled or have an incapacity of the body or mind which makes them unable to supply such affirmation
- iii. Contractors will establish their own process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE) and are advised to consult with legal counsel or ICE for further guidance.

400. NON-CITIZENS - INELIGIBLE CARDS

Consider the following Non-Citizens as Non-Qualified. Documents include, but are not limited to the following:

1. Any alien ID cards that are expired.
2. I-181a – Memorandum of creation of record of lawful permanent residence
3. I-184-Crewman Landing Permit
4. I-185-Nonresident Alien Canadian Border Crossing Card
5. I-186 – Nonresident Mexican Border Crossing Card
6. I-444-Mexican Border Visitor Permit
7. I-586-Nonresident Alien Border Crossing Card
8. I-688A – Employment Authorization – This is the first card issued to noncitizens living in the U.S. under the Amnesty Program of the Immigration Reform and Control Act of 1986.
9. I-688 -Temporary Resident - this is the second card issued to non-citizens under the Amnesty Program of the Immigration Reform and Control Act of 1986.
10. I-688B-Employment Authorization – Noncitizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the noncitizen's status.
11. I-689 Fee Receipt
12. I-766-Employment Authorization – This card was introduced in 1997. Noncitizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the noncitizen's status.
13. DSP150 Border Crossing Card – This card was introduced in 1998.
14. Student Visa

EXHIBIT F

**Arizona Community Action Association
Home Energy Assistance Fund
Federal Poverty Guidelines
FY2015 (July 1, 2014 - June 30, 2015)**

Information based on the Federal Register published on January 24, 2014

Household Size									
Percent of Poverty	1	2	3	4	5	6	7	8	For each additional member add:
up to	\$721	\$971	\$1,221	\$1,473	\$1,722	\$1,972	\$2,223	\$2,473	
100%	\$973	\$1,311	\$1,649	\$1,988	\$2,326	\$2,664	\$3,003	\$3,341	\$338
<i>100% Annual</i>	\$11,670	\$15,730	\$19,790	\$23,850	\$27,910	\$31,970	\$36,030	\$40,090	\$4,060
up to	\$1,218	\$1,640	\$2,062	\$2,485	\$2,908	\$3,331	\$3,754	\$4,177	
150%	\$1,459	\$1,966	\$2,474	\$2,981	\$3,489	\$3,996	\$4,504	\$5,011	\$508
<i>150% Annual</i>	\$17,505	\$23,595	\$29,685	\$35,775	\$41,865	\$47,955	\$54,045	\$60,135	\$6,096
up to	\$1,461	\$1,967	\$2,475	\$2,982	\$3,490	\$3,997	\$4,505	\$5,012	
200%	\$1,945	\$2,622	\$3,298	\$3,975	\$4,652	\$5,328	\$6,005	\$6,682	\$677
<i>200% Annual</i>	\$23,340	\$31,460	\$39,580	\$47,700	\$55,820	\$63,940	\$72,060	\$80,180	\$8,124

updated 4/25/2014



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-3065

Consent Agenda Item 5. C.

Regular BOS Meeting

Meeting Date: 04/07/2015
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

Greater Grace Fellowship/Classic Celebrations County Payson Complex Grounds Use Request.

Background Information

Greater Grace Fellowship/Classic Celebrations has used the Payson Complex grounds at 714 S. Beeline for the last 17 years for the Mountain High Arts and Crafts Bazaar and the Zane Grey Days Festival. This year they are requesting to use the grounds for the 3rd annual "Springfest" celebration on April 25-26, 2015. They are also requesting to use the grounds for two other events this year; "Memorialfest" on May 23-25 2015, and "Autumnfest" on October 3-4, 2015. They have in the past and will for these events provide liability insurance coverage. Night security, trash bins, port-a-potties and clean up will be provided as in the past.

Evaluation

These events are beneficial to the community.

Conclusion

These events are beneficial to the community.

Recommendation

Supervisor District 1, Tommie Martin, recommends that these events be approved.

Suggested Motion

Approval of the request by the Greater Grace Fellowship/Classic Celebration's non-profit organization to use the Payson Complex grounds for a "Springfest" on April 25-26, 2015; "Memorialfest" on May 23-25, 2015; and "Autumnfest" on October 3-4, 2015.

Attachments

Letter and Application

Ins Cert



GGF / Classic Celebrations

providing classic events for world-wide Christian ministry & charities

Springfest, Payson / Memorialfest, Payson / Summerfest, Lakeside / Freedomfest, Lakeside, / Fallfest, Lakeside / Autumnfest, Payson

January 24th, 2014



Ms Tommie Martin, Supervisor
Attn; Chreryl Sluyter, Admin Asst
Gila County Ct House
610 S Highway 260
Payson, AZ 85547

Dear Ms Martin & Supervisors:



I wish to express the ministry's sincere thanks for your willingness to allow us again the usage of the Courthouse grounds for our yearly Art & Craft Fairs, for our missions at home and overseas. I know it as well brings in the added funds to the community coffers, bringing in visitors and locals to enjoy the great Payson area.



Again this year I would like to request my usual 3 fairs as locals have asked for it. This, our **18th year**, we would like to request **SPRINGFEST, April 25th, & 26th 2015; MEMORIALFEST May 23rd, 24th, 25th, 2015, & AUTUMNFEST October 3rd, & 4th 2015**, as free to attend, community events.

will be sent in MAY

As usual we will provide liability insurance coverage, making the county additionally insured, for the events as usual, provide nite security, trash bin & pickup, porta pottys, & cleanup following event. Each vendor carries insurance and signs a waiver of release to be in the event.



If I haven't answered your questions you might have, feel free to call me at 928-595-4397. Looking forward to another year in Payson and I await your soon reply so as to get show info out to Trade & Travel Journals for this summer.

Respectfully,
Dean W Schlosser President GGF

dean_schlosser@yahoo.com

(forms attached)

Dean Schlosser, President
Greater Grace Fellowship / Classic Celebrations
PO Box 25817 Yuma, AZ 85367 928-595-4397
email: dean_schlosser@Yahoo.com
classicfestsUSA.com

**GILA COUNTY
BUILDING USE APPLICATION FORM**

Please complete all items listed below and submit to the Gila County Administration Department at 1400 E. Ash, Globe, Arizona 85501. A copy will be submitted to Gila County Facilities Management once the application is approved. **Facilities Management MUST be notified 24 hours in advance to unlock doors automatically.** Lines 1 through 9 with signature must be filled out before application is considered complete.

1. **Name of Organization: GREATER GRACE FELLOWSHIP INC
**Address: PO BOX 25817 City, Zip YUMA AZ 85367
**Phone Number: 928-595-4397
2. **Name of Responsible Person: DEAN SCHLOSSER, PRES
3. **Building Requested: PAYSON CT HOUSE PARKING LOT & RR
4. **Room or Area requested: ↘ ↘ ↘
5. **Date(s) wanted to use the above room or area: APRIL 25, 26, 2015
MAY 23, 24, 25, 2015 / OCTOBER 3, 4, 2015
6. **Do You Need Doors Unlocked? Yes Which Doors (give door #) R ROOMS
7. **Beginning Time: 8AM Ending Time: 5PM
8. **Number of People Attending: 2000 - 4000
9. **Type of Function (commercial, political, fundraiser, etc.): NON PROFIT ART & CRAFT FAIR
10. Table and Chairs Needed in Addition to what is provided: NONE

11. Fees: N/A

Rent:	\$	_____
Equipment:	\$	_____
Cleaning Deposit:	\$	_____
Other:	\$	_____
TOTAL:	\$	_____

Cleaning Deposit to be refunded to: _____

12. Proof of Insurance – Certificate of Liability Insurance Yes No
Additional Information: CRABDREE WILL SEND
OR I WILL PROVIDE IN APRIL

Applicant Certifies that the above information is correct
2/20/15 Dean Schlosser
Date Signature of Applicant

Permit, if required, will be issued pending approval. _____
2/14/03

GILA COUNTY
USE OF FACILITIES

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Waiver: In consideration of permission to use the facilities, staff, equipment, and services of Gila County. I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** Gila County and any and all of its trustees, directors, officers, employees, and agents **from any and all claims including the negligence of the Greater Grace Fellowship/Classic Celebration's non-profit organization, resulting in personal injury, accidents or illnesses (including death), and damage to property arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment at the Gila County Payson Complex grounds for the 18th Annual "Spring Fest" on April 25th and 26th 2015, "Memorial Fest" on May 23rd, 24th, and 25th 2014, and "Autumn Fest" on October 3rd and 4th 2015.**

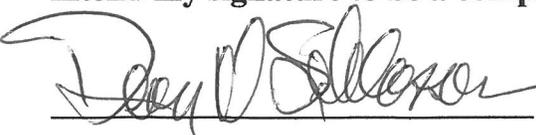
Assumption of Risk: This use of Gila County's property, facilities, staff, equipment, and/or services carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents or illnesses (including death), and damage to property.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by Gila County at the Payson County Complex grounds. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

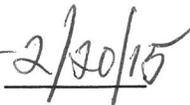
Indemnification and Hold Harmless: I further agree to **indemnify and hold** Gila County **harmless** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of my use of Gila County's Payson Complex grounds, and to reimburse them for any such expenses incurred.

Severability and Choice of Law: The undersigned further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by Arizona law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further agree that this Release shall be governed for all purposes by Arizona law, without regard to such law on choice of law.

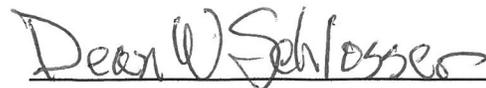
Acknowledgment and Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing this agreement freely and voluntarily, and **intend my signature to be a complete and unconditional release of all liability.**

 _____

Signature of User

 _____

Date

 _____

Print Name

Chris
Crabtree Insurance Agency
111 West Cedar Lane, Ste A
Payson, AZ 85541

February 20, 2015

Letter sent thru


Dear Chris

Please send a copy of my policy, as insured, and make the party listed below as "additionally insured" for GGF, Classic Celebrations, **Springfest Art & Craft Fair, April 25th & 26th, 2015; from 9-5pm and Memorialfest Art & Craft Fair, May 23rd-25th, 2015 from 9-5pm, and Autumnfest Art & Craft Fair, October 3rd & 4th, 2015 9-5pm**, for use of Gila County Payson Complex property for an Art & Craft Fair & Bazaar's. (October Fair coverage doesn't have to be in to county until Sept)

Send a copy showing as additionally insured:
"Gila County . Payson complex"

TO...
Nicole Weaver, Admin Clerk Spclst
610 S Highway 260
Gila County Admin / Payson
Payson, AZ 85541

Thank You...
Dean Schlosser, Event Promoter
Greater Grace Fellowship
PO Box 25817
Yuma, AZ 85367

928.595.4397

PS: send me a copy for my files / email by (pdf) or US mail

NEW EMAIL... dean_schlosser@yahoo.com
/ thx dean

chris@weinsurepayson.com



CERTIFICATE OF LIABILITY INSURANCE

GREAT-2

OP ID: KC

DATE (MM/DD/YYYY)

03/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crabtree Insurance & Financial 431 S Beeline Highway Payson, AZ 85541 C. Scott Crabtree	CONTACT NAME: C. Scott Crabtree	
	PHONE (A/C, No, Ext): 928-474-2265	FAX (A/C, No): 928-474-6919
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Auto-Owners Insurance Co.		18988
INSURED Greater Grace Fellowship Inc. dba Classic Celebrations PO Box 25817 Yuma, AZ 85367	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		45796423	05/11/2014	05/11/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Springfest Art & Craft Fair, April 25 & 26, 2015. Memorialfest Art & Craft Fair, May 23-25, 2015. Autumnfest Art & Craft Fair, October 3 & 4, 2015. Gila County is listed as ADDITIONAL INSURED.

CERTIFICATE HOLDER**CANCELLATION**

Gila County Payson Complex 610 S Highway 260 Payson, AZ 85541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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ARF-3071

Consent Agenda Item 5. D.

Regular BOS Meeting

Meeting Date: 04/07/2015

Submitted For: Eric Mariscal, Director

Submitted By: Cate Gore, Administrative Clerk, Elections Department

Department: Elections Department

Information

Request/Subject

Appointment of new governing board members to the Beaver Valley Fire District.

Background Information

In accordance with A.R.S. 48-803 (B), if a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board.

Evaluation

The Beaver Valley Fire District Governing Board has appointed Kelly Paulin and Harold Plues as governing board members. Their term of office will expire in November of 2018.

Conclusion

Kelly Paulin and Harold Plues have both agreed to serve as members of the of Governing Board for the Beaver Valley Fire District.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the appointment of Kelly Paulin and Harold Plues as newly appointed governing board members of the Beaver Valley Fire District.

Suggested Motion

Acknowledgment of the appointment of Kelly Paulin and Harold Plues to the governing board of the Beaver Valley Fire District for a term ending on December 31, 2018.

Attachments

Statute

Arizona State Legislature

Bill Number Search:



Fifty-second Legislature - First Regular Session

[change session](#) | [printer friendly version](#)[Email a Member](#) | [Email Webmaster](#)[Senate](#) [House](#) [Legislative Council](#) [JLBC](#) [More Agencies](#) [Bills](#) [Committees](#) [Calendars/News](#)[ARS TITLE PAGE](#) [NEXT DOCUMENT](#) [PREVIOUS DOCUMENT](#)**48-803. District administered by a district board; report**

A. In a district that the board of supervisors estimates has a population of fewer than four thousand inhabitants, the district board may consist of three or five members. In a district that the board of supervisors estimates has a population of four thousand or more inhabitants, the district board shall consist of five members, and for a noncontiguous county island fire district formed pursuant to section 48-851, the board shall consist of five members. The estimate of population by the board of supervisors is conclusive and shall be based on available census information, school attendance statistics, election or voter registration statistics, estimates provided by state agencies or the county assessor, or other information as deemed appropriate by the board of supervisors. If the board of supervisors determines, at any time prior to one hundred twenty days before the next regular scheduled election for members of a district board, that the population of a fire district administered by a district board consisting of three members exceeds four thousand inhabitants, estimated as provided in this section, the board of supervisors shall order an increase in the number of members of the district board. If the board of supervisors determines at any time prior to one hundred eighty days before the next regularly scheduled election for members of a district board that the population of a fire district administered by a district board that consists of five members exceeds fifty thousand inhabitants as prescribed in this section, the board of supervisors shall inform the district board that it may expand to seven members. Any expansion to seven members shall occur by majority vote of the district board. The increase is effective for the election of the additional members at the next regular election of members of the district board.

B. If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member and except for a district formed pursuant to article 3 of this chapter, the remaining board members shall fill the vacancy within ninety days after the date the vacancy occurs. Except for a district formed pursuant to article 3 of this chapter, if the remaining district board members do not appoint an interim member within that ninety-day period, the board of supervisors shall appoint an interim member to the district board within sixty days after expiration of the ninety-day period, and if the district is located in more than one county, the board of supervisors of the county in which the majority of the assessed valuation of the district is located shall make the appointment after the expiration of the ninety-day period. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days after the resignation of the entire board or its inability to fulfill its duties, a special election shall be held to fill the vacancies on the fire district board.

C. Members of the district board shall serve without compensation, but may be reimbursed for actual expenses incurred in performing duties required by law.

D. The board of a fire district shall appoint or hire a fire chief.

E. The district board shall elect from its members a chairman and a clerk. Except for a district formed pursuant to article 3 of this chapter, the election of the chairman and the clerk must occur at the district board meeting that first occurs in the month immediately following each general election.

F. For districts formed under article 3 of this chapter, of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms. Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members elected as additional members to a five-member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A of this section, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

G. For any fire district administered by a three-member board and that levies taxes in a fiscal year in the amount of five hundred thousand dollars or more, the district must be administered by a five-member board, beginning with the first general election held after the end of the fiscal year in which the district levied the prescribed amount, the change to a five-member board must occur as

prescribed in this subsection. On levying the prescribed amount, the district may not reorganize as a three-member board regardless of any subsequent change in the district's levy. For three-person boards with a single vacancy for an existing board membership position and that are adding two additional members, the three persons with the highest number of votes are elected to a four-year term of office. For three-person boards with two vacancies for existing board membership positions and that are adding two additional members, the three persons with the first, second and third highest numbers of votes are elected to four-year terms of office and the person with the fourth highest number of votes is elected to a two-year term of office. Thereafter, all terms of office for members of these five-person boards of directors must be four years. This subsection applies to any three-member board that is expanding to a five-member board, regardless of whether the expansion is the result of the amount of the district's levy. This subsection does not apply to districts formed under article 3 of this chapter.

H. Beginning with the 2014 general election and except for a district formed pursuant to article 3 of this chapter, all persons who are elected or appointed to a fire district board and the fire chief who is appointed or hired by the district board shall attend professional development training that is provided by an association of Arizona fire districts. District board members and the fire chief shall complete at least six hours of professional development training, with board members completing their training within one year after the date of the certification of their election and for the fire chief, within one year after the date of hiring. The fire district shall reimburse board members and the fire chief for the reasonable costs of the training. The professional development training must include training on open meetings laws, finance and budget matters and laws relating to fire district governance and other matters that are reasonably necessary for the effective administration of a fire district.

I. On or before December 31 of each year, the fire district association that has provided training required pursuant to subsection H of this section shall submit a report that describes the compliance with the training requirements to the county board of supervisors for every county in which the fire district operates. The annual report must include at least the following:

1. A compilation of the professional development training delivered by the association pursuant to this section and the names of the fire district board members and fire chiefs who are compliant and noncompliant with the requirements of this section.
2. Recommendations regarding improvements to the laws of this state or to administrative actions that are required under the laws of this state pertaining to fire districts.

J. For fire district governing board members and fire chiefs who are required to attend professional development training pursuant to subsection H of this section, a fire district governing board member or fire chief who fails to complete the professional development training within the time prescribed in this section is guilty of nonfeasance in office. Any person may make a formal complaint to the county board of supervisors regarding this failure to comply, and the county board of supervisors may submit the complaint to the county attorney for possible action. The county attorney may take appropriate action to achieve compliance, including filing an action in superior court against a fire district governing board member or a fire chief for failure to comply with the professional development training requirements prescribed in this section. If the court determines that a fire district governing board member or fire chief failed to comply with the professional development training requirements prescribed in this section, the court shall issue an order removing the fire district governing board member from office or the fire chief from employment or appointment with the district. Any vacancy in the office of a fire district governing board as a result of a court order that is issued pursuant to this subsection must be filled in the manner provided by law.

ARF-3098

Consent Agenda Item 5. E.

Regular BOS Meeting

Meeting Date: 04/07/2015

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Appointment of Industrial Development Authority Governing Board Members

Background Information

On February 16, 2015, William A. Byrne submitted his letter of resignation to the Board of Directors of the Industrial Development Authority (IDA) of the County of Gila. His term of office does not expire until July 15, 2019.

Gerald Kohlbeck recently passed away; therefore, another vacancy exists on the IDA. His term of office does not expire until May 17, 2016.

Evaluation

Due to Mr. Byrne's resignation and the passing of Mr. Kohlbeck, there are two current vacancies on this Board. District 3 Supervisor John Marcanti is recommending that the Board of Supervisors (BOS) appoint William A. "Bill" Bennett to fulfill Mr. Byrne's unexpired term of office, to which Mr. Bennett has agreed to serve on this Board; and appoint Trena Grantham to fulfill Mr. Kohlbeck's unexpired term of office, to which Ms. Grantham has agreed to serve on this Board.

The terms of office for all boards, commissions and committees that are under the purview of the Board of Supervisors are being adjusted to end on December 31st in order to establish correct terms of office. Members are appointed to the IDA Board for a six-year term of office.

Conclusion

The Board needs to acknowledge the resignation of William A. Byrne and the passing of Gerald Kohlbeck from the IDA Board of Directors and appoint replacements per the recommendation of Supervisor Marcanti.

In order to correctly align the term of office for incumbent William Bennett, his term is being extended to 12/31/19; thereafter, if he is reappointed for a six-year term, that term will be from 01/01/20 to 12/31/25. In order to correctly align the term of office for incumbent Trena Grantham, her term is being extended to 12/31/16; thereafter, if she is reappointed for a six-year term, that term will be from 01/01/17-12/31/22. Also, terms of office may be adjusted as necessary so that no more than two members' terms expire at the same time in accordance with the IDA bylaws.

Recommendation

It is recommended that the BOS acknowledge the resignation of IDA Board Member William A. Byrne; the passing of Gerald Kohlbeck; and further, that the Board consider Supervisor Marcanti's recommendation to appoint William A. "Bill" Bennett to fulfill Mr. Byrne's unexpired term of office to be made effective immediately and expiring December 31, 2019, and to appoint Trena Grantham to fulfill Mr. Kohlbeck's unexpired term of office to be made effective immediately and expiring on December 31, 2016.

Suggested Motion

Acknowledgment of the resignation of Industrial Development Authority (IDA) Board Member William A. Byrne; the vacancy created by the passing of IDA Board Member Gerald Kohlbeck; and further, that the appointment of William A. "Bill" Bennett to said Board to fulfill Mr. Byrne's unexpired term of office be effective immediately and expiring on December 31, 2019, and the appointment of Trena Grantham to said Board to fulfill Mr. Kohlbeck's unexpired term of office to be effective immediately and expiring on December 31, 2016.

Attachments

IDA List of Governing Board Members

William Byrne's Resignation Letter

GILA COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

(Proposed to the BOS on 4/7/15)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Tim Grier	D (Supv. Dist. 1 recommendation)	B (08/19/13) Scott Flake	-	08/19/13-07/15/19	When term ends, need to adjust terms of office for all members so they are staggered and end on 12/31.
Cliff Potts	D (Supv. Dist. 1 recommendation)	A (06/07/11)	-	06/07/11-06/06/17	
James Feezor	D (Supv. Dist. 1 recommendation)	B (07/16/13) Ray Pugel	-	07/16/13-06/06/17	
Robert Pastor	D (Supv. Dist. 2 recommendation)	A (07/16/13)	-	07/16/13-07/15/19	
Stanley Gibson	D (Supv. Dist. 2 recommendation)	B (07/16/13) Mark Marcanti	-	07/16/13-01/19/16	
Tim Humphrey	D (Supv. Dist. 2 recommendation)	A (07/16/13)	-	07/16/13-07/15/19	
Gerald Kohlbeck	D (Supv. Dist. 3 recommendation)	B (09/17/13) William Long	6 years	09/17/13-05/17/16 Deceased	
Trena Grantham	D (Supv. Dist. 3)	B (04/07/15) Gerald Kohlbeck	-	04/07/15-12/31/16	Current term will expire on 12/31/16
William A. Byrne	D (Supv. Dist. 3 recommendation)	C (07/16/13)	4 years, 1 month	07/16/13-07/15/19 Resigned 2/16/15	
William A. (Bill) Bennett	D (Supv. Dist. 3 recommendation)	B (04/07/15) William Byrne	-	04/07/15-12/31/19	Current term will expire on 12/31/19
Fred Barcon	D (Supv. Dist. 3 recommendation)	C (07/16/13)	18 years	07/16/13/07/15/19	

¹ Appointment Information:

- A. Date of creation: August 7, 1972
- B. Regulated by A.R.S. §35-701 through 35-761, and the IDA's Articles of Incorporation dated August 7, 1972.
- C. Governing Board members: A nine member board which is appointed by the Board of Supervisors.

D. Terms of Office: Members are appointed to six-year terms of office. The initial governing board was broken into 3 groups of 3 so that the terms of office would be two years apart for each group, per A.R.S. §35-705.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

William A. Byrne
1130 N. Wheatfields Road
Globe, Arizona 85501
(928) 425-2513

February 16, 2015

RE: Resignation from the IDA Board of Directors

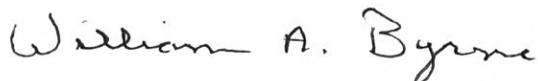
To Whom It May Concern:

This letter is to inform you of my decision to resign from the IDA Board of Directors.

It has been a privilege to serve on this board for over seven (7) years and the time has come to step down and give someone with renewed motivation and enthusiasm an opportunity to serve. I have truly appreciated being involved with this organization, and am grateful for the opportunity to have helped my community through my involvement with the IDA.

Again, I do thank you for everything.

Sincerely yours,



William A. Byrne

c: Gila County Board of Supervisors

ARF-3103

Consent Agenda Item 5. F.

Regular BOS Meeting

Meeting Date: 04/07/2015

Submitted For: Marian Sheppard, Clerk of the Board

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Lions Club of Globe Special Event Liquor License Application for April 18, 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 completed the application properly and if the Board of Supervisors approves the application, the Globe Lions Club will have used 1 of the allowable 10 days to serve liquor at a special event in 2015.

Recommendation

The Clerk of the Board 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 an Application for a Special Event Liquor License submitted by the Globe Lions Club to serve liquor at the annual Friends of NRA (National Rifle Association) dinner to be held at the Gila County Fairgrounds Exhibit Hall on April 18, 2015.

Attachments

Globe Lions Club Application

APPLICATION FOR SPECIAL EVENT LICENSE

Fee= \$25.00 per day for 1-10 days (consecutive)
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: GLOBE LIONS CLUB

SECTION 2 Non-Profit/IRS Tax Exempt Number: 501(c)4 / 86-6052543

SECTION 3 The organization is a: (check one box only)
 Charitable (501.C) Fraternal (must have regular membership and have been in existence for over five (5) years)
 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business License Number Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?
Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
- Dispense and serve all spirituous liquors under retailer's license
- Dispense and serve all spirituous liquors under special event
- Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: GILA COUNTY FAIRG ROUNDS
Address of Location: V. S. 60, GLOBE GILA/AZ, 85501
Street City County/State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: GUTHREY, DANIEL O. 12-28-1951
Last First Middle Date of Birth
2. Applicant's mailing address: P.O. BOX 206 CLAYPOOL, AZ 85532
Street City State Zip
3. Applicant's home/cell phone: (928) 812-2758 Applicant's business phone: () _____
4. Applicant's email address: dannambedg@cableone.net

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)
2. How many special event licenses have been issued to this location this year? 1
 (The number cannot exceed 12 events per year, exceptions under A.R.S. §4-203.02(D).)
3. 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.)
4. 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. Attach an additional page if necessary.

Name GLOBE LIONS CLUB Percentage 100%
 Address P.O. BOX 206 GLOBE AZ 85002
Street City State Zip

Name _____ Percentage _____
 Address _____
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police 4 Number of Security Personnel Fencing Barriers

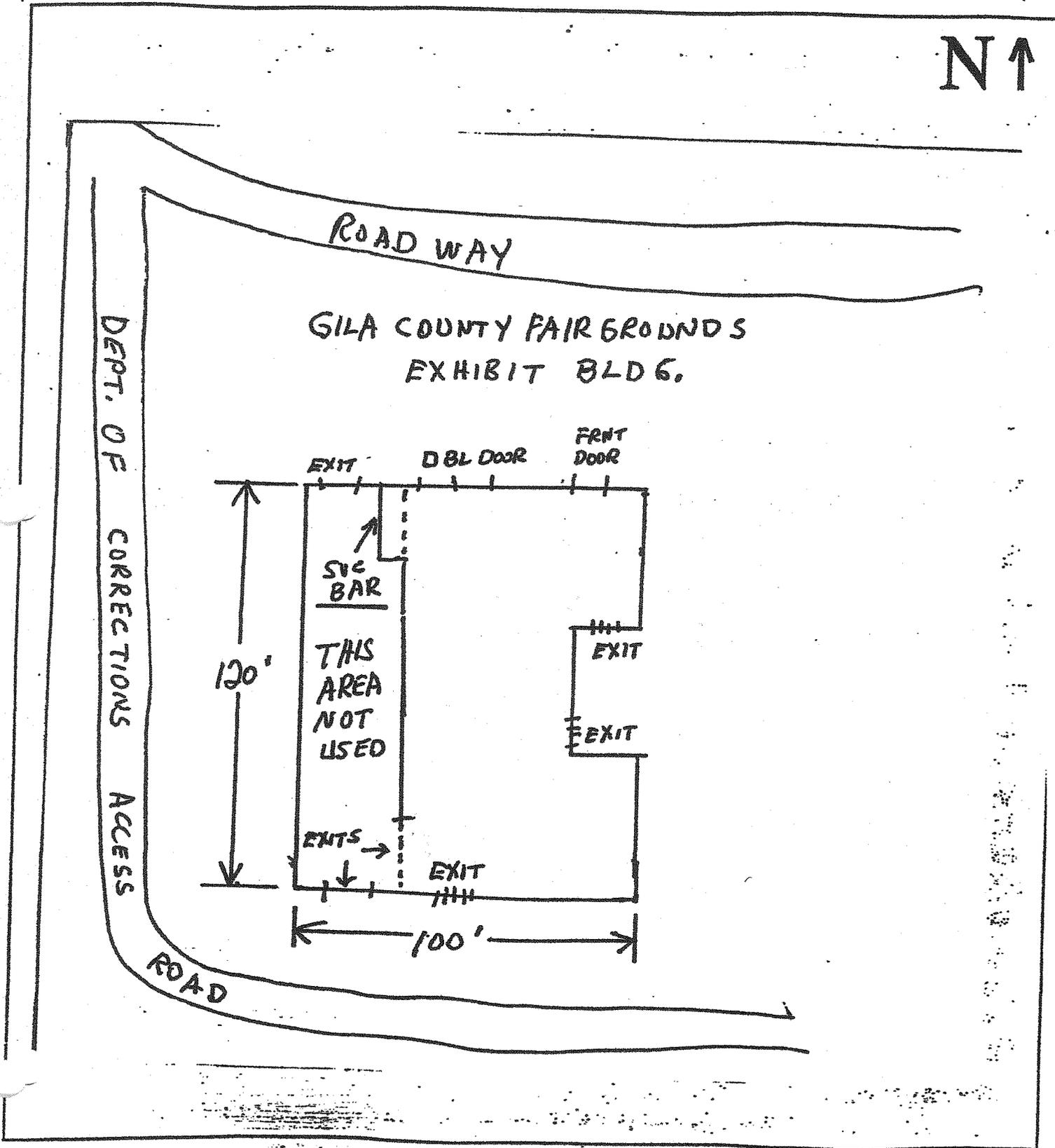
Explanation: ALL SALES ARE INSIDE BUILDING

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
 See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>APRIL 18</u>	<u>SATURDAY</u>	<u>4 P.M.</u>	<u>11 P.M.</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

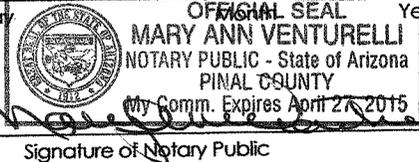


SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, DANIEL O. GUTHREY declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)
 appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event
 Liquor License.

xx Daniel O. Guthrey PRESIDENT 3-26-15 928-812-2758
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 26th March 2015
Day Month Year
 State Arizona County of Gila



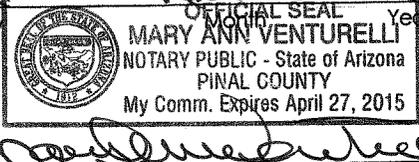
My Commission Expires on: April 27, 2015 Mary Ann Venturelli
Date Signature of Notary Public

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, DANIEL O. GUTHREY declare that I am the APPLICANT filing this application as
(Print full name)
 listed in Section 9. I have read the application and the contents and all statements are true, correct and
 complete.

xx Daniel O. Guthrey President 3-26-15 928 812 2758
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 26th March 2015
Day Month Year
 State Arizona County of Gila



My Commission Expires on: April 27, 2015 Mary Ann Venturelli
Date Signature of Notary Public

The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ recommend APPROVAL DISAPPROVAL
(government official) (Title)
 on behalf of _____, _____, _____, _____
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

ARF-3109

Consent Agenda Item 5. G.

Regular BOS Meeting

Meeting Date: 04/07/2015

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Bonita Creek Land and Homeowners' Association Water Franchise Application

Background Information

On February 3, 1992, the Board of Supervisors (BOS) adopted Resolution No. 92-2-1 transferring a water franchise from Rancho Bonita Water Company to the Bonita Creek Land and Homeowners' Association (BCLHA), which is the sole owner and operator of the Bonita Water Company. This water system has been in operation since 1956 when it was originally established as the Rancho Bonita Water Company. The BCLHA has successfully been operating the water system servicing the Bonita Creek community for 23 years, which presently serves 50 customers.

On July 27, 2010, the BOS accepted an application submitted by William Glaunsinger to transfer a water franchise from BCLHA to Bonita Creek Property and Preservation Association. It was discovered at that time that there was no record on file in Gila County that the BOS ever issued a franchise to BCLHA other than adopting the resolution which approved the transfer of the franchise; therefore, the term of the franchise could not be determined, so Mr. Glaunsinger's application was treated as a new application for a 15-year license.

On September 21, 2010, the BOS held a public hearing to consider Mr. Glaunsinger's application. After hearing public comment and reviewing documents submitted by opposing parties, who are members of the BCLHA, the BOS voted to table any action on this requested transfer of the franchise until such time that the water users could reach a consensus. The opposing parties believed that Mr. Glaunsinger acted on his own to change the name of BCLHA to Bonita Creek Property and Preservation Association.

In November 2014, the Clerk of the Board contacted a BCLHA governing board member to re-start the application process so that the BOS could issue a new 15-year franchise.

Evaluation

In December 2014, Ken Nagy, Water Director for the Bonita Creek Water system, submitted an application to renew this franchise for an additional period of 15 years; however, only recently was all of the required paperwork submitted. Per Gila County franchise application requirements, the applicant has paid the \$350 application fee, which was deposited with the County Treasurer on January 29, 2015.

Conclusion

The next step in the application process is for the Board of Supervisors to officially accept the application and set a hearing date to obtain public comment on this application. Once the application has been accepted, the application will be reviewed by the Clerk of the Board and the Deputy County Attorney/Civil Bureau Chief to determine if all application requirements have been met. A full report will be made to the BOS during the public hearing.

Recommendation

The BOS needs to officially accept the application and set a hearing date. The Clerk of the Board is recommending that the BOS set the public hearing for Tuesday, May 5, 2015, which will allow time to publish the hearing notice in the newspaper per the statutory required timeframe.

Suggested Motion

Approval to accept an Application for Water Franchise License submitted by Bonita Creek Land and Homeowners' Association to renew its franchise for an additional 15 years in order to continue providing water to the Bonita Creek community, and set a public hearing date of Tuesday, May 5, 2015, at 10:00 a.m. to consider the granting of said Franchise.

Attachments

Water Franchise Application-BCLHA

December 2014

Gila County Board of Supervisors
1400 East Ash Street
Globe, AZ 85501

TO THE HONORABLE BOARD OF SUPERVISORS:

The Bonita Creek Land and Homeowners Association has provided the Bonita Creek Community water service under the order and rules of the Arizona Corporation Commission for the past 23 years with an existing Certificate of Convenience and Necessity that was transferred from the prior water provider.

The Bonita Creek Land and Homeowners Association petitions your body for acceptance of our application for a 15 year Water Utility Franchise License to maintain and operate the water distribution system within the Certificate area.

It is unclear as to if the Water Franchise was ever transferred to the Bonita Creek Land and Homeowners Association back in 1992, thus the following is an application for a Water Franchise License. Please advise as to if any additional information or documents are requested to support the issuing of a Franchise and how to proceed. We shall look forward to hearing from you.

Sincerely,



WATER DIRECTOR

To: Gila County Board of Supervisors

Application for Water Franchise License

(1) Name, address and telephone contacts of the applicant:

Bonita Creek Land and Homeowners Association.

251 N. Big Al's Run

Payson, AZ 85541

Betty McRae – President phone: (480) 991-1017 Email bmcrae38@gmail.com

Ken Nagy – Water Director phone: (928) 978-7633 Email knagy1955@gmail.com

The Bonita Creek Land and Homeowners Association is a corporation formed in October 1990 for the primary purpose of owning and operating the Bonita Creek Water company.

See Exhibit A, 2013 annual report filed with the Arizona Corporation Commission.

(2) Statement of ownership interest with respect to the proposed License:

A Certificate of Convenience and Necessity was originally issued by the Arizona Corporation Commission to L. Himelstein and M. Bochat, DEA Rancho Bonita Water Company (Decision 29758 on July 18, 1956), was transferred to United Utilities when it acquired the utility (Decision No. 38200, December 9, 1965), transferred to Putnam-Graham Properties when it purchased the assets and changed the utility's name to Bonita Water Company (Decision No. 42274, August 4, 1972) and finally selling all assets and transferring the Certificate to Bonita Creek Land and Homeowner's Association (Decision No. 57390, May 22, 1991) See Exhibit B. ACC Decision No. 57390.

The Bonita Creek Land and Homeowner's Association is the sole owner and operator of the Bonita Water Company.

(3) Financial statements showing ability to complete construction, installation and operate the business:

Construction and installation is complete. For operational financial balance sheet, see the most recent Annual Report (Utilities / Water) filed for year ending 12/31/2013 with the Arizona Corporation Commission. See Exhibit A

(4) Map showing service area of water system:

The legal description of the service area for the Certificate of Convenience and Necessity is contained in the original certificate issued in the ACC Decision 29758. Described as the South Half (S½) of the Southeast Quarter (SE¼) and the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 31, and the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section 32, Township 12 North, Range 11 East Gila County, Arizona. See Exhibit C ACC Decision 29758. *see exhibit D.*

Map showing water distribution lines and water system is attached as Exhibit D.

The Bonita Creek Water system water supply is from Bonita Creek and does not own or draw any water from wells. The Bonita Creek Water system has always drawn surface water from Bonita Creek since 1956.

(5) Line extension policy with terms and conditions under which services will be provided:

The rates are governed by the Arizona Corporation Commission. The ACC Decision 59548 is the current rate schedule for the Bonita Creek Land and Homeowners Association water system.

See Exhibit E ACC Decision 59548.

(6) Proposed construction time schedule:

The water distribution system is complete. The final phase for the Bonita Creek Unit II Main Line Extension Agreement was approved by the Arizona Corporation Commission on July 30th 2012 and was installed under Gila County Right of Way permit P1207-043 in 2012.

(7) Type and capacity of business operated by the applicant:

The Bonita Creek Land and Homeowners Association was incorporated for the primary purpose to acquire and operate the Bonita Creek Water Company that was in a non-functional state following the damage done from the Dude fire in the summer of 1990. The Bonita Creek Water Company is a small system that currently services less than 50 customers with a potential maximum number of lots within the area of 150, of which several would likely never request water service. Membership in the Bonita Creek Land and Homeowners Association is strictly voluntary by the each property owner.

See Exhibit F Articles of Incorporation

(8) Description of all previous experience of the applicant in providing service:

The Bonita Creek Land and Homeowners Association has been successfully operating the water system servicing the Bonita Creek community for 23 years, since 1991. The operation of the water system is in compliance with the Arizona Department of Environmental Quality (ADEQ) which sets the requirements for water systems. The system is operated by contracted operators with ADEQ Grade 2 water operator and water distribution certifications.

(9) Other details pertinent to the subject matter:

The Bonita Creek Land and Homeowners Association was granted approval to transfer the water franchise held by Rancho Bonita Water Company to operate the community water system in Bonita Creek by the Gila County Board of Supervisors by Resolution No. 92-2-1 on February 11th, 1992.

See Exhibit G. Gila County Resolution No. 92-2-1

ARIZONA CORPORATION COMMISSION
UTILITIES DIVISION

ANNUAL REPORT MAILING LABEL – MAKE CHANGES AS NECESSARY

Bonita Creek Land and Homeowners' Association
251 Big Al's Run
Payson, AZ 85541

ANNUAL REPORT
Water

FOR YEAR ENDING

12	31	2013
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FOR COMMISSION USE

ANN 04	13
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COMPANY INFORMATION

Company Name (Business Name) <u>Bonita Creek Land and Homeowners' Association</u>		
Mailing Address <u>251 Big Al's Run</u>		
<small>Payson</small>	<small>AZ</small>	<small>85541</small>
<small>(City)</small>	<small>(State)</small>	<small>(Zip)</small>
<u>623-628-5720</u>		
<small>Telephone No. (Include Area Code)</small>	<small>Fax No. (Include Area Code)</small>	<small>Cell No. (Include Area Code)</small>
Email Address <u>justme.3@juno.com</u>		
Local Office Mailing Address <u>SAA</u>		
<small>(Street)</small>		
<small>(City)</small>		
<small>(State)</small>		
<small>(Zip)</small>		
<u>602-549-2628- Betty McCrae- President</u>		
<small>Local Office Telephone No. (Include Area Code)</small>	<small>Fax No. (Include Area Code)</small>	<small>Cell No. (Include Area Code)</small>
Email Address <u>bmcrae38@gmail.com</u>		

MANAGEMENT INFORMATION

<input type="checkbox"/> Regulatory Contact:			
<input checked="" type="checkbox"/> Management Contact:			
<u>Ken Nagy</u>		<u>Water Director</u>	
<small>(Name)</small>		<small>(Title)</small>	
<u>112 N Big Al's Run</u>	<u>Payson</u>	<u>AZ</u>	<u>85541</u>
<small>(Street)</small>	<small>(City)</small>	<small>(State)</small>	<small>(Zip)</small>
<u>480-789-0503</u>			
<small>Telephone No. (Include Area Code)</small>	<small>Fax No. (Include Area Code)</small>	<small>Cell No. (Include Area Code)</small>	
Email Address <u>knagy1955@gmail.com</u>			
On Site Manager: <u>Doyle Warner</u>			
<small>(Name)</small>			
<u>352 N Myrtle Pt. Trl.</u>	<u>Payson</u>	<u>AZ</u>	<u>85541</u>
<small>(Street)</small>	<small>(City)</small>	<small>(State)</small>	<small>(Zip)</small>
<u>928-978-5620</u>			
<small>Telephone No. (Include Area Code)</small>	<small>Fax No. (Include Area Code)</small>	<small>Cell No. (Include Area Code)</small>	
Email Address <u>doylewarner@yahoo.com</u>			

Statutory Agent: <u>Susan Sattelmaier</u>			
	(Name)		
152 N Big Al's Run	Payson	AZ	85541
(Street)	(City)	(State)	(Zip)
Telephone No. (Include Area Code) Fax No. (Include Area Code) Cell No. (Include Area Code)			
Attorney: _____			
(Name)			

(Street)	(City)	(State)	(Zip)
Telephone No. (Include Area Code) Fax No. (Include Area Code) Cell No. (Include Area Code)			
Email Address _____			

OWNERSHIP INFORMATION

Check the following box that applies to your company:

<input type="checkbox"/> Sole Proprietor (S)	<input checked="" type="checkbox"/> C Corporation (C) (Other than Association/Co-op)
<input type="checkbox"/> Partnership (P)	<input type="checkbox"/> Subchapter S Corporation (Z)
<input type="checkbox"/> Bankruptcy (B)	<input type="checkbox"/> Association/Co-op (A)
<input type="checkbox"/> Receivership (R)	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Other (Describe) _____	

COUNTIES SERVED

Check the box below for the county/ies in which you are certificated to provide service:

<input type="checkbox"/> APACHE	<input type="checkbox"/> COCHISE	<input type="checkbox"/> COCONINO
<input checked="" type="checkbox"/> GILA	<input type="checkbox"/> GRAHAM	<input type="checkbox"/> GREENLEE
<input type="checkbox"/> LA PAZ	<input type="checkbox"/> MARICOPA	<input type="checkbox"/> MOHAVE
<input type="checkbox"/> NAVAJO	<input type="checkbox"/> PIMA	<input type="checkbox"/> PINAL
<input type="checkbox"/> SANTA CRUZ	<input type="checkbox"/> YAVAPAI	<input type="checkbox"/> YUMA
<input type="checkbox"/> STATEWIDE		

COMPANY NAME Bonita Creek Land and Homeowners' Association

UTILITY PLANT IN SERVICE

Acct. No.	DESCRIPTION	Original Cost (OC)	Accumulated Depreciation (AD)	O.C.L.D. (OC less AD)
301	Organization	207	207	0
302	Franchises	45,509	885	44,624
303	Land and Land Rights			
304	Structures and Improvements	14,061	14,061	0
307	Wells and Springs			
311	Pumping Equipment	6,034	4,028	2,006
320	Water Treatment Equipment	7,285	6,363	921
320.1	Water Treatment Plants			
320.2	Solution Chemical Feeders			
330	Distribution Reservoirs and Standpipes	1,183	1,132	51
330.1	Storage Tanks			
330.2	Pressure Tanks			
331	Transmission and Distribution Mains			
333	Services			
334	Meters and Meter Installations	2,959	2,324	635
335	Hydrants			
336	Backflow Prevention Devices			
339	Other Plant and Misc. Equipment			
340	Office Furniture and Equipment	245	168	77
340.1	Computers & Software	697	697	0
341	Transportation Equipment			
343	Tools, Shop and Garage Equipment	871	648	223
344	Laboratory Equipment			
345	Power Operated Equipment			
346	Communication Equipment			
347	Miscellaneous Equipment			
348	Other Tangible Plant			
	TOTALS	79,051	30,306	48,537

This amount goes on the Balance Sheet Acct. No. 108 

COMPANY NAME Bonita Creek Land and Homeowners' Association

CALCULATION OF DEPRECIATION EXPENSE FOR CURRENT YEAR

Acct. No.	DESCRIPTION	Original Cost (1)	Depreciation Percentage (2)	Depreciation Expense (1x2)
301	Organization	207	0	0
302	Franchises	45,509	45	179
303	Land and Land Rights			
304	Structures and Improvements	14,061	7	549
307	Wells and Springs			
311	Pumping Equipment	3352	7	235
320	Water Treatment Equipment	6098	5	304
320.1	Water Treatment Plants			
320.2	Solution Chemical Feeders			
330	Distribution Reservoirs and Standpipes	1026	7	72
330.1	Storage Tanks			
330.2	Pressure Tanks			
331	Transmission and Distribution Mains			
333	Services			
334	Meters and Meter Installations	2122	7	149
335	Hydrants			
336	Backflow Prevention Devices			
339	Other Plant and Misc. Equipment			
340	Office Furniture and Equipment	139	7	10
340.1	Computers & Software	697	0	0
341	Transportation Equipment			
343	Tools, Shop and Garage Equipment	505	7	35
344	Laboratory Equipment			
345	Power Operated Equipment			
346	Communication Equipment			
347	Miscellaneous Equipment			
348	Other Tangible Plant			
	TOTALS	72,973		1533

This amount goes on the Comparative Statement of Income and Expense Acct. No. 403.

COMPANY NAME	Bonita Creek Land and Homeowners' Association
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BALANCE SHEET

Acct No.		BALANCE AT BEGINNING OF YEAR	BALANCE AT END OF YEAR
	ASSETS		
	CURRENT AND ACCRUED ASSETS	16908	17,783
131	Cash	\$	\$
134	Working Funds		
135	Temporary Cash Investments		
141	Customer Accounts Receivable		
146	Notes/Receivables from Associated Companies		
151	Plant Material and Supplies		
162	Prepayments		
174	Miscellaneous Current and Accrued Assets		
	TOTAL CURRENT AND ACCRUED ASSETS	\$	\$
		16,908	17,783
	FIXED ASSETS	34,351	66,320
101	Utility Plant in Service	\$	\$
103	Property Held for Future Use		
105	Construction Work in Progress		
108	Accumulated Depreciation – Utility Plant	28,017	30,306
121	Non-Utility Property		
122	Accumulated Depreciation – Non Utility		
	TOTAL FIXED ASSETS	\$	\$
		6,334	36,014
	TOTAL ASSETS	\$23,242	\$66,320

NOTE: The Assets on this page should be equal to Total Liabilities and Capital on the following page.

COMPANY NAME	Bonita Creek Land and Homeowners' Association
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BALANCE SHEET (CONTINUED)

Acct. No.	LIABILITIES	BALANCE AT BEGINNING OF YEAR	BALANCE AT END OF YEAR
	CURRENT LIABILITIES		
231	Accounts Payable	\$	\$
232	Notes Payable (Current Portion)		
234	Notes/Accounts Payable to Associated Companies		
235	Customer Deposits		
236	Accrued Taxes		
237	Accrued Interest		
241	Miscellaneous Current and Accrued Liabilities		
	TOTAL CURRENT LIABILITIES	\$	\$
	LONG-TERM DEBT (Over 12 Months)	0	45,509
224	Long-Term Notes and Bonds	\$	\$
	DEFERRED CREDITS		
251	Unamortized Premium on Debt	\$	\$
252	Advances in Aid of Construction		
255	Accumulated Deferred Investment Tax Credits		
271	Contributions in Aid of Construction		
272	Less: Amortization of Contributions		
281	Accumulated Deferred Income Tax		
	TOTAL DEFERRED CREDITS	\$	\$
	TOTAL LIABILITIES	\$	\$
	CAPITAL ACCOUNTS	2,805	1,002
201	Common Stock Issued	\$	\$
211	Paid in Capital in Excess of Par Value		
215	Retained Earnings	22,709	20,057
218	Proprietary Capital (Sole Props and Partnerships)	-2,272	-248
	TOTAL CAPITAL	\$	\$
		23,242	
	TOTAL LIABILITIES AND CAPITAL	\$23,242	\$66,320

COMPANY NAME Bonita Creek Land and Homeowners' Association

COMPARATIVE STATEMENT OF INCOME AND EXPENSE

Acct. No.	OPERATING REVENUES	PRIOR YEAR	CURRENT YEAR
461	Metered Water Revenue	\$ 22,337	\$ 23,008
460	Unmetered Water Revenue		6,730
474	Other Water Revenues		545
	TOTAL REVENUES	\$ 22,337	\$ 30,283
	OPERATING EXPENSES		
601	Salaries and Wages	\$	\$
610	Purchased Water		
615	Purchased Power	812	791
618	Chemicals	277	93
620	Repairs and Maintenance	2,193	5,191
621	Office Supplies and Expense	643	166
630	Outside Services	13,528	15,524
635	Water Testing	250	240
641	Rents		
650	Transportation Expenses		
657	Insurance - General Liability	2,310	2,310
659	Insurance - Health and Life		
666	Regulatory Commission Expense - Rate Case		
675	Miscellaneous Expense		
403	Depreciation Expense	1,988	3176
408	Taxes Other Than Income	1,536	1,456
408.11	Property Taxes	1,027	1,036
409	Income Tax	45	50
	TOTAL OPERATING EXPENSES	\$ 24,609	\$ 30,035
	OPERATING INCOME/(LOSS)	\$ -2,272	\$ -248
	OTHER INCOME/(EXPENSE)		
419	Interest and Dividend Income	\$	\$
421	Non-Utility Income		
426	Miscellaneous Non-Utility Expenses		
427	Interest Expense		
	TOTAL OTHER INCOME/(EXPENSE)	\$	\$
	NET INCOME/(LOSS)	\$ -2,272	\$ -248

COMPANY NAME Bonita Creek Land and Homeowners' Association

SUPPLEMENTAL FINANCIAL DATA
Long-Term Debt

	LOAN #1	LOAN #2	LOAN #3	LOAN #4
Date Issued	NA			
Source of Loan				
ACC Decision No.				
Reason for Loan				
Dollar Amount Issued	\$	\$	\$	\$
Amount Outstanding	\$	\$	\$	\$
Date of Maturity				
Interest Rate	%	%	%	%
Current Year Interest	\$	\$	\$	\$
Current Year Principle	\$	\$	\$	\$

Meter Deposit Balance at Test Year End \$ _____

Meter Deposits Refunded During the Test Year \$ _____

COMPANY NAME Bonita Creek Land and Homeowners' Association
Name of System: <i>BC Water Co</i> ADEQ Public Water System Number: <i>55-030</i>

WATER COMPANY PLANT DESCRIPTION

WELLS

ADWR ID Number*	Pump Horsepower	Pump Yield (gpm)	Casing Depth (Feet)	Casing Diameter (Inches)	Meter Size (inches)	Year Drilled
NA						

* Arizona Department of Water Resources Identification Number

OTHER WATER SOURCES

Name or Description	Capacity (gpm)	Gallons Purchased or Obtained (in thousands)
Spring Fed Creek	700-1200 acre ft per year	NA

BOOSTER PUMPS		FIRE HYDRANTS	
Horsepower	Quantity	Quantity Standard	Quantity Other
2.0	1		
2.0 standby	1		
2" flushing valves	3		
3/4" flushing valves	8		

STORAGE TANKS		PRESSURE TANKS	
Capacity	Quantity	Capacity	Quantity
10,000 gallons	2		

Note: If you are filing for more than one system, please provide separate sheets for each system.

COMPANY NAME Bonita Creek Land and Homeowners' Association
Name of System: <i>Bonita Water Co</i> ADEQ Public Water System Number: <i>55-030</i>

WATER COMPANY PLANT DESCRIPTION (CONTINUED)

MAINS

Size (in inches)	Material	Length (in feet)
2	PVC & Steel	5,100
3	PVC & Steel	6,600
4		
5		
6		
8		
10		
12		

CUSTOMER METERS

Size (in inches)	Quantity
5/8 X 3/4	48
3/4	
1	
1 1/2	
2	
Comp. 3	
Turbo 3	
Comp. 4	
Turbo 4	
Comp. 6	
Turbo 6	

For the following three items, list the utility owned assets in each category for each system.

TREATMENT EQUIPMENT:

1- Chemical purporting pump: 1- Alum Sulfate Sodium hypochlorite; 3-pressure filters (mixed media and sand);

UV filter: HACH turbidity meter 1720C

STRUCTURES:

1 10' x 12' shed for storage

1 security fence

1 water treatment plant building with chemical and filter

OTHER:

20 5/8 x 3/4 meters- not installed

10 5/8 x 3/4 meters- installed

Note: If you are filing for more than one system, please provide separate sheets for each system.

COMPANY NAME: Bonita Creek Land and Homeowners; Association

Name of System: Bonita Water Co ADEQ Public Water System Number: 55-030

WATER USE DATA SHEET BY MONTH FOR CALENDAR YEAR 2013

MONTH	NUMBER OF CUSTOMERS	GALLONS SOLD (Thousands)	GALLONS PUMPED (Thousands)	GALLONS PURCHASED (Thousands)
JANUARY	37	48030	51100	
FEBRUARY	38	40960	62500	
MARCH	38	29270	69700	
APRIL	38	42518	90200	
MAY	40	40816	84700	
JUNE	40	69080	87880	
JULY	42	60857	78600	
AUGUST	42	54275	141300	
SEPTEMBER	43	47288	91900	
OCTOBER	43	100330	111500	
NOVEMBER	43	31740	47200	
DECEMBER	43	24530	49300	
TOTALS →		589694	965880	

What is the level of arsenic for each well on your system? NA mg/l
(If more than one well, please list each separately.)

If system has fire hydrants, what is the fire flow requirement? NA GPM for ___ hrs

If system has chlorination treatment, does this treatment system chlorinate continuously?
 Yes () No

Is the Water Utility located in an ADWR Active Management Area (AMA)?
() Yes No

Does the Company have an ADWR Gallons Per Capita Per Day (GPCPD) requirement?
() Yes No

If yes, provide the GPCPD amount: _____

Note: If you are filing for more than one system, please provide separate data sheets for each system.

Bonita Creek Water Cooperative System Analysis

Month	Hours	Gallons Pumped	Gallons Sold					Total Customers
Jan-13	41.4	51100	48030	0	0	0	0	37
Feb-13	55.5	62500	40960	0	0	0	0	38
Mar-13	54.5	69700	29270	0	0	0	0	38
Apr-13	72	90200	42518	0	0	0	0	38
May-13	65	84700	40816	0	0	0	0	40
Jun-13	67.6	87880	69080	0	0	0	0	40
Jul-13	64.5	78600	60857	0	0	0	0	42
Aug-13	116.8	141300	54275	0	0	0	0	42
Sep-13	71.3	91900	47288	0	0	0	0	43
Oct-13	95	111500	100330	0	0	0	0	43
Nov-13	43.4	47200	31740	0	0	0	0	43
Dec-13	44.3	49300	24530	0	0	0	0	43
		965880	589694	0	0	0	0	

**VERIFICATION
AND
SWORN STATEMENT
Taxes**

VERIFICATION

STATE OF Arizona
I, THE UNDERSIGNED
OF THE

COUNTY OF (COUNTY NAME) Gila	
NAME (OWNER OR OFFICIAL) TITLE <u>Susan Sattelmayer</u> <u>Treasurer</u>	
COMPANY NAME Bonita Creek Land and Homeowners' Association	

DO SAY THAT THIS ANNUAL UTILITY PROPERTY TAX AND SALES TAX REPORT TO THE ARIZONA CORPORATION COMMISSION

FOR THE YEAR ENDING

MONTH	DAY	YEAR
12	31	2013

HAS BEEN PREPARED UNDER MY DIRECTION, FROM THE ORIGINAL BOOKS, PAPERS AND RECORDS OF SAID UTILITY; THAT I HAVE CAREFULLY EXAMINED THE SAME, AND DECLARE THE SAME TO BE A COMPLETE AND CORRECT STATEMENT OF BUSINESS AND AFFAIRS OF SAID UTILITY FOR THE PERIOD COVERED BY THIS REPORT IN RESPECT TO EACH AND EVERY MATTER AND THING SET FORTH, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

SWORN STATEMENT

I HEREBY ATTEST THAT ALL PROPERTY TAXES FOR SAID COMPANY ARE CURRENT AND PAID IN FULL.

I HEREBY ATTEST THAT ALL SALES TAXES FOR SAID COMPANY ARE CURRENT AND PAID IN FULL.

Susan Sattelmayer

SIGNATURE OF OWNER OR OFFICIAL

623-628-5720

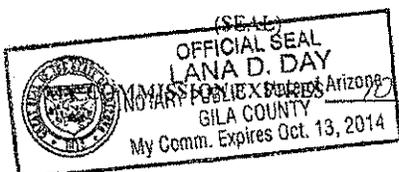
TELEPHONE NUMBER

SUBSCRIBED AND SWORN TO BEFORE ME

A NOTARY PUBLIC IN AND FOR THE COUNTY OF

THIS 17 DAY OF

COUNTY NAME <u>Gila</u>	
MONTH <u>July</u>	YEAR <u>2014</u>



[Signature]

SIGNATURE OF NOTARY PUBLIC

COMPANY NAME Bonita Creek Land and Homeowners' Association

YEAR ENDING 12/31/2013

INCOME TAXES

For this reporting period, provide the following:

Federal Taxable Income Reported	<u>30,282.94</u>
Estimated or Actual Federal Tax Liability	<u>0</u>

State Taxable Income Reported	<u>30,282.94</u>
Estimated or Actual State Tax Liability	<u>50.00</u>

Amount of Grossed-Up Contributions/Advances:

Amount of Contributions/Advances	<u>NA</u>
Amount of Gross-Up Tax Collected	<u>NA</u>
Total Grossed-Up Contributions/Advances	<u>NA</u>

Decision No. 55774 states, in part, that the utility will refund any excess gross-up funds collected at the close of the tax year when tax returns are completed. Pursuant to this Decision, if gross-up tax refunds are due to any Payer or if any gross-up tax refunds have already been made, attach the following information by Payer: name and amount of contribution/advance, the amount of gross-up tax collected, the amount of refund due to each Payer, and the date the Utility expects to make or has made the refund to the Payer.

CERTIFICATION

The undersigned hereby certifies that the Utility has refunded to Payers all gross-up tax refunds reported in the prior year's annual report. This certification is to be signed by the President or Chief Executive Officer, if a corporation; the managing general partner, if a partnership; the managing member, if a limited liability company or the sole proprietor, if a sole proprietorship.

Susan Sattelmaier
SIGNATURE

April 15, 2014
DATE

Susan Sattelmaier
PRINTED NAME

Treasurer
TITLE

**VERIFICATION
AND
SWORN STATEMENT
Intrastate Revenues Only**

VERIFICATION

STATE OF Arizona

**I, THE UNDERSIGNED
OF THE**

<small>COUNTY OF (COUNTY NAME)</small>	Gila
<small>NAME (OWNER OR OFFICIAL) TITLE</small>	Susan Sattelmaier, Treasurer
<small>COMPANY NAME</small>	Bonita Creek Land and Homeowners' Association

DO SAY THAT THIS ANNUAL UTILITY REPORT TO THE ARIZONA CORPORATION COMMISSION

FOR THE YEAR ENDING

<small>MONTH</small>	<small>DAY</small>	<small>YEAR</small>
12	31	2013

HAS BEEN PREPARED UNDER MY DIRECTION, FROM THE ORIGINAL BOOKS, PAPERS AND RECORDS OF SAID UTILITY; THAT I HAVE CAREFULLY EXAMINED THE SAME, AND DECLARE THE SAME TO BE A COMPLETE AND CORRECT STATEMENT OF BUSINESS AND AFFAIRS OF SAID UTILITY FOR THE PERIOD COVERED BY THIS REPORT IN RESPECT TO EACH AND EVERY MATTER AND THING SET FORTH, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

SWORN STATEMENT

IN ACCORDANCE WITH THE REQUIREMENT OF TITLE 40, ARTICLE 8, SECTION 40-401, ARIZONA REVISED STATUTES, IT IS HEREIN REPORTED THAT THE GROSS OPERATING REVENUE OF SAID UTILITY DERIVED FROM ARIZONA INTRASTATE UTILITY OPERATIONS DURING CALENDAR YEAR 2013 WAS:

<small>Arizona Intrastate Gross Operating Revenues Only (\$)</small>
\$ <u>30,282.94</u>

**(THE AMOUNT IN BOX ABOVE
INCLUDES \$ 1457.72
IN SALES TAXES BILLED, OR COLLECTED)**

****REVENUE REPORTED ON THIS PAGE MUST INCLUDE SALES TAXES BILLED OR COLLECTED. IF FOR ANY OTHER REASON, THE REVENUE REPORTED ABOVE DOES NOT AGREE WITH TOTAL OPERATING REVENUES ELSEWHERE REPORTED, ATTACH THOSE STATEMENTS THAT RECONCILE THE DIFFERENCE. (EXPLAIN IN DETAIL)**

SIGNATURE OF OWNER OR OFFICIAL

TELEPHONE NUMBER

SUBSCRIBED AND SWORN TO BEFORE ME

A NOTARY PUBLIC IN AND FOR THE COUNTY OF

THIS DAY OF

<small>COUNTY NAME</small>	
<small>MONTH</small>	.20__

(SEAL)

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____

TAXPAYER NAME	TRANS CODE	TRANS TP	CL-NUM	CO AREA	A	TRANSACTION KEY	ACTION CODE	CURRENT YEAR BLDG & STRUCTURES	CURRENT YEAR PERSONAL PROP	PREVIOUS YEAR BLDG & STRUCTURES	PREVIOUS YEAR PERSONAL PROP	CHANGE
BONITA CREEK LAND AND HOMEOWNERS ASSOCIATION												
JACK HELZER	30		55-030	04		1000		14,256		14,256		20,095
COUNTY TOTAL						04		14,256	000	14,256		20,095
TAXPAYER TOTAL			55-030					14,256	000	14,256		20,095

3:54 PM
 08/21/14
 Accrual Basis

Bonita Water Company
Balance Sheet
 As of December 31, 2013

	Dec 31, 13
ASSETS	
Current Assets	
Checking/Savings	
Chase Checking-9041	17,783.37
Total Checking/Savings	17,783.37
Total Current Assets	17,783.37
Fixed Assets	
302 Main Line Extensions	
Less Accum Deprec	-885.00
302 Main Line Extensions - Other	45,508.93
Total 302 Main Line Extensions	44,623.93
304 Structures	
Less Accum Deprec	-14,061.13
304 Structures - Other	14,061.13
Total 304 Structures	0.00
311 Pumping Equipment	
Less Accum Deprec	-4,028.26
311 Pumping Equipment - Other	6,034.06
Total 311 Pumping Equipment	2,005.80
320 Water Treatment	
Less Accum Deprec	-6,363.17
320 Water Treatment - Other	7,284.55
Total 320 Water Treatment	921.38
330 Standpipe	
Less Accum Deprec	-1,132.15
330 Standpipe - Other	1,183.15
Total 330 Standpipe	51.00
334 Meters	
Less Accum Deprec	-2,324.15
334 Meters - Other	2,959.07
Total 334 Meters	634.92
340 Office Equipment	
Less Accum Deprec	-167.55
340 Office Equipment - Other	244.80
Total 340 Office Equipment	77.25
342 Computer Software	
Less Accum Deprec	-696.84
342 Computer Software - Other	696.84
Total 342 Computer Software	0.00
343 Tools	
Less Accum Deprec	-647.75
343 Tools - Other	870.75
Total 343 Tools	223.00
Total Fixed Assets	48,537.28
Other Assets	
301 Organization	207.00
302 Accum Amortization	-207.00
Total Other Assets	0.00
TOTAL ASSETS	66,320.65

BEFORE THE ARIZONA CORPORATION COMMISSION

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MARCIA WEEKS
CHAIRMAN
RENZ D. JENNINGS
COMMISSIONER
DALE H. MORGAN
COMMISSIONER

IN THE MATTER OF THE APPLICATION)
OF PUTMAN-GRAHAM PROPERTIES, dba)
BONITA WATER COMPANY, TRANSFEROR,)
AND BONITA CREEK LAND AND HOME-)
OWNERS'S ASSOCIATION, TRANSFEREE)
FOR APPROVAL OF THE SALE OF)
UTILITY ASSETS AND TRANSFER OF THE)
CERTIFICATE OF CONVENIENCE AND)
NECESSITY.)

DOCKET NO. U-2195-90-355
DECISION NO. 57390

ORDER Arizona Corporation Commission
DOCKETED
MAY 22 1991

Open Meeting
May 22, 1991
Phoenix, Arizona

BY THE COMMISSION:

DOCKETED BY 

FINDINGS OF FACT

1. Pursuant to the authority granted by the Arizona Corporation Commission ("Commission") in Decision No. 29758 (July 18, 1956) Putman-Graham Properties dba Bonita Water Company ("Bonita") holds a Certificate of Public Convenience and Necessity ("Certificate") in order to provide public water utility service in an area northeast of Payson, Gila County, Arizona.¹

2. In September, 1989 Bonita began the process of selling its assets and transferring its Certificate to United Utilities, Inc.

¹ Although Bonita previously served 47 customers, in the summer of 1990 the "Dude Fire" destroyed all of the residences in the certificated area except one. Bonita's utility plant was also destroyed except for its underground facilities. Under these circumstances, Bonita has elected to withdraw from the utility business. However, some of the landowners have rebuilt their residences and are already receiving service and some will require service in the near future from the system as their homes are rebuilt.

1 ("United"), but with the fire in the summer of 1990, United withdrew
2 from the transaction.

3 3. On October 3, 1990, the Bonita Creek Land and Homeowner's
4 Association ("Homeowners"), a non-profit corporation, was
5 incorporated in Arizona and its board of directors voted to acquire
6 Bonita's assets.

7 4. Homeowners was formed to promote community awareness in
8 the Bonita Creek and Bonita Creek Ranch Subdivisions and to acquire
9 Bonita's assets in order to rebuild the system for the use of the
10 landowners within Bonita's certificated area.

11 5. On December 11, 1990, Bonita filed an application for
12 approval of the sale of Bonita's assets and transfer of its
13 Certificate to Homeowners.

14 6. On February 27, 1991, Bonita conveyed all of its assets
15 including its Certificate to Homeowners for \$1 and other valuable
16 consideration.

17 7. Bonita does not have any unrefunded security deposits or
18 main extension agreements.

19 8. In order to rebuild Bonita's system, Homeowners will be
20 receiving funds from the Division of Emergency Services of the
21 Arizona Department of Emergency and Military Affairs.

22 9. On March 26, 1991, notice of the proposed sale was mailed
23 to each of Bonita's former customers and some inquiries have been
24 filed concerning the transaction.

25 10. At the present time, Staff is unable to determine the
26 current net book value of the assets being transferred and will
27 defer, until the next base rate proceeding, the completion of a
28

1 plant inventory in order to determine whether an acquisition
2 adjustment is necessary.

3 11. The Commission in Decision No. 56048 (July 13, 1988)
4 ordered Bonita: to begin making refunds of \$3,300 which it had
5 collected for meter and service line installations from a number of
6 its former customers; and to complete the installation of meters for
7 the 14 remaining customers who did not have meters at that time
8 within 10 months of the effective date of that Decision.

9 12. Pursuant to Decision No. 56048, the 14 remaining unmetered
10 customers' meters were to be financed with a \$10 per month surcharge
11 for 10 months with said funds to be deposited in a separate bank
12 account and treated as a refundable advance in accordance with
13 A.A.C. R14-2-405(B) (2).

14 13. Bonita has failed to comply with Decision No. 56048 by
15 failing to refund the \$3,300 and by failing to meter the 14 former
16 customers' residences.

17 14. Staff has recommended that: Homeowners should be required
18 to complete the installation of the 14 meters by charging a one-time
19 \$100 fee that should be considered non-refundable in lieu of the 10-
20 month surcharge; Homeowners should not be required to refund the
21 \$3,300 that was Bonita's responsibility; Bonita should not be
22 required to refund the \$3,300 for meter and service line advances
23 either since these assets have been transferred to Homeowners along
24 with Bonita's other assets for \$1; the Commission should rescind the
25 refund requirement ordered in Decision No. 56048; the old customer
26 and the new customer meter and service line advances should be
27 treated as contributions thereby avoiding any discrimination;
28 Homeowners should file a copy of a new county franchise if one is

1 required or a letter or statement from Gila County, Arizona
2 indicating that no franchise is necessary; Homeowners be ordered to
3 continue to charge those rates and charges previously authorized for
4 Bonita in Decision No. 56048 with the exception that any new
5 customer's payment of \$175.00 for 5/8" x 3/4" meter service be made
6 non-refundable until further order of the Commission; and that the
7 application be approved without a hearing.

8 15. Although Staff recommended that Homeowners file an
9 application for rate review based on metered water usage 24 months
10 after the effective date of this Decision, due to the fire damage it
11 appears that a more reasonable approach is to let Homeowners
12 continue to charge a flat rate and elect when to file for rate
13 review using metered rates.

14 CONCLUSIONS OF LAW

15 1. Bonita is, and Homeowners will be, a public service
16 corporation upon the approval of this application within the meaning
17 of Article XV of the Arizona Constitution and A.R.S. §§ 40-285, 40-
18 282 and 40-252.

19 2. The Commission has jurisdiction over Bonita and Homeowners
20 and of the subject matter of the application.

21 3. There is a continuing need for the provision of water
22 service to the public in Bonita's certificated service area.

23 4. Homeowners is a fit and proper entity to receive Bonita's
24 assets and Certificate.

25 5. Staff's recommendations as set forth in Finding of Fact
26 No. 14 are reasonable and should be adopted.

ORDER

1
2 IT IS THEREFORE ORDERED that the application for approval of
3 the sale of utility assets and transfer of Certificate of
4 Convenience and Necessity filed by Putman-Graham Properties dba
5 Bonita Water Company and Bonita Creek Land and Homeowner's
6 Association be, and hereby is, granted.

7 IT IS FURTHER ORDERED that Bonita Creek Land and Homeowner's
8 Association shall complete the installation of water meters with a
9 one-time non-refundable charge to new customers of \$100.

10 IT IS FURTHER ORDERED that Bonita Creek Land and Homeowner's
11 Association shall not be required to refund the sum of \$3,300.

12 IT IS FURTHER ORDERED Putman-Graham Properties dba as Bonita
13 Water Company shall be relieved of its obligation to refund the sum
14 of \$3,300 and that portion of Decision No. 56048 which orders same
15 be, and is hereby, rescinded.

16 IT IS FURTHER ORDERED that Bonita Creek Land and Homeowner's
17 Association shall treat all former and new meter and service line
18 advances as contributions.

19 IT IS FURTHER ORDERED that Bonita Creek Land and Homeowner's
20 Association shall file with the Arizona Corporation Commission
21 within 180 days of the effective date of this Decision a copy of its
22 franchise or in the alternative a letter from the Gila County Board
23 of Supervisors indicating that a franchise is not required.

24 IT IS FURTHER ORDERED that Bonita Creek Land and Homeowner's
25 Association shall charge those customers in the area formerly
26 certificated to Putman-Graham Properties dba Bonita Water Company
27 the existing filed rates and charges that were established by
28 Decision No. 56048 with the exception that its 5/8" x 3/4" meter

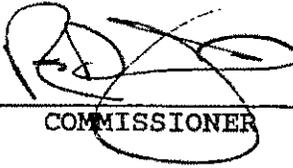
1 service charge be made non-refundable until further order of the
2 Arizona Corporation Commission.

3 IT IS FURTHER ORDERED that Bonita Creek Land and Homeowner's
4 Association shall maintain its books and records in accordance with
5 the NARUC Uniform System of Accounts.

6 IT IS FURTHER ORDERED that this Decision shall become effective
7 immediately.

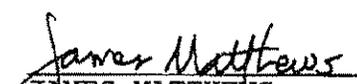
8 BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

9
10 
CHAIRMAN

11 
COMMISSIONER

12 
COMMISSIONER

13 IN WITNESS WHEREOF, I, JAMES MATTHEWS, Executive
14 Secretary of the Arizona Corporation Commission, have
15 hereunto set my hand and caused the official seal of
16 the Commission to be affixed at the Capitol, in the
17 City of Phoenix, this 22 day of May, 1991.

18 
19 JAMES MATTHEWS
20 EXECUTIVE SECRETARY

21 DISSENT _____

22 MES:11.

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF THE APPLICATION OF LOUIS RIMELSTEIN AND MILTON W. BOCHAT, DBA RANCHO BONITA WATER COMPANY, FOR A CERTIFICATE OF CONVENIENCE AND NECESSITY AUTHORIZING THE CONSTRUCTION AND OPERATION OF A WATER SYSTEM IN THE AREA DESCRIBED AS THE SOUTH HALF (S $\frac{1}{2}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 31, TOWNSHIP 12 NORTH, RANGE 11 EAST, AND THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 32, TOWNSHIP 12 NORTH, RANGE 11 EAST, G&SRB&M, GILA COUNTY, ARIZONA.

DOCKET NO. U-1503

Arizona Corporation Commission
RECORDED
DEC 19 1956
9,758

OPINION AND ORDER

BY THE COMMISSION:

Notice having been given as provided by law, the above entitled matter came on for hearing before the Commission sitting in Phoenix, Arizona on May 10, 1956.

Applicant was represented by Milton W. Bochat, and there was no appearance in opposition to the granting of the application.

Testimony was presented, both oral and documentary, and from the testimony, records and files in the matter the Commission is of the opinion that applicant has complied with the statutes of Arizona and with the rules and regulations of the Commission for the issuance of a certificate of convenience and necessity.

It further appears that the application does not conflict with any other person or corporation furnishing a service of like character within the area sought to be certificated.

WHEREFORE, IT IS ORDERED that the application be, and it is hereby approved, and this order shall constitute and be a certificate of convenience and necessity as contemplated by the provisions of Section 40-281, A. R. S., authorizing applicant herein to construct, operate and maintain a public water system within the area described as the South Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 31, and the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 32, Township 12 North, Range 11 East, G&SRB&M, Gila County, Arizona, and to furnish a domestic and commercial water service to residents and business establishments therein.

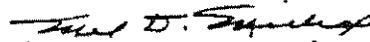
DOCKET NO. U-1993

DECISION NO. 29755

IT IS FURTHER ORDERED that a flat rate of \$5.00 per month per customer is hereby approved for a period of one year from the date of this order, and on or before the expiration of the one year period applicant is to meter the services and submit proposed rates for approval by this Commission. All other rates and charges shall be as set forth in General Order U-4, Rules and Regulations for Domestic Water Companies.

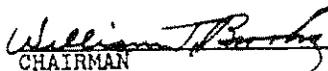
BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

IN WITNESS WHEREOF, I, MEL D. MICHAEL, Secretary of the Arizona Corporation Commission, have hereunto set my hand and caused the official seal of this Commission to be affixed, at the Capitol in the City of Phoenix, this 18th day of JULY, 1956.



MEL D. MICHAEL
SECRETARY

By
Assistant Secretary


CHAIRMAN

COMMISSIONER

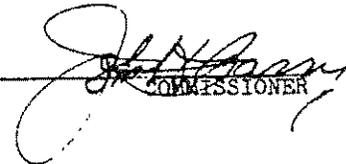

COMMISSIONER

Exhibit E
Haver

BEFORE THE ARIZONA CORPORATION COMMISSION

Arizona Corporation Commission
DOCKETED

1
2 RENZ D. JENNINGS
CHAIRMAN
3 MARCIA WEEKS
COMMISSIONER
4 CARL J. KUNASEK
COMMISSIONER

MAR 13 1996

DOCKETED BY SS

5
6 IN THE MATTER OF THE APPLICATION OF)
BONITA CREEK LAND AND HOMEOWNER'S)
7 ASSOCIATION'S APPLICATION FOR A)
PERMANENT RATE INCREASE }

DOCKET NO. U-2195-95-494

DECISION NO. 59548

ORDER

8
9 Open Meeting
10 March 13, 1996
Phoenix, Arizona

11 BY THE COMMISSION:

12 Bonita Creek Land and Homeowner's Association ("Bonita" or "Applicant") is an Arizona non-
13 profit corporation engaged in the business of providing water utility service to the public in a portion of
14 Gila County, Arizona. On November 7, 1995, the Arizona Corporation Commission ("Commission")
15 received from Bonita an application requesting authority to increase its rates and charges.

16 On December 7, 1995, the Commission's Utilities Division Staff ("Staff") found Bonita's
17 application sufficient.

18 On February 5, 1996, Staff filed its Staff Report, recommending an alternative rate schedule be
19 approved without a hearing.

20 DISCUSSION

21 Bonita is an Arizona non-profit corporation engaged in the business of providing water utility
22 service to the public in the Bonita Creek and Bonita Creek Ranch subdivisions which are located in Gila
23 County, approximately 25 miles northeast of Payson. Bonita is not located in an active management area.
24 During the test year ended June 30, 1995 ("TY"), Bonita provided water to 25 customers, all of which
25 were served by 5/8" x 1/4" meters. Of the 25 customers, only one resided in the service area on a full-time
26 basis. The remaining 24 customers were either weekend or seasonal residents. As a result, overall water
27 consumption is low. Bonita's pumping facilities are located near the service area along the banks of the
28 Bonita Creek (Applicant's present source of water) and Applicant's business functions are conducted

1 from the homes of various officers of Bonita. Bonita's current rates were approved in Decision No.
2 56048 (July 13, 1988).

3 Bonita has requested rate relief in order to cover increased costs for contract labor and insurance
4 coverage on its plant and equipment. Applicant is currently in the process of shifting from an operation
5 that has relied entirely on voluntary labor, to an operation that involves both volunteers and a contract
6 operator.

7 Background

8 Applicant was organized as an Arizona non-profit corporation in 1990 for the purpose of
9 acquiring Bonita Water Company ("BWC"), a small water provider that had suffered heavy fire damage
10 in the "Dude Fire" in the summer of 1990.¹ BWC's Certificate of Convenience and Necessity and
11 remaining physical assets were formally transferred to Bonita in Decision No. 57390 (May 22, 1991).

12 Prior to the fire, the Commission in Decision No. 56048 had ordered BWC to charge a flat rate
13 of \$18.00 per month with no limit on the amount of water usage. The Commission also had ordered
14 BWC to install meters for all remaining unmetered customers within 10 months and to file for new
15 permanent rates within 24 months. The flat rate was intended to be an interim rate until meters could be
16 installed and metered rates could be established. Decision No. 56048 also ordered BWC to comply with
17 several Staff recommendations dealing with accounting and bookkeeping functions. BWC failed to
18 install the remaining meters by the date ordered. The "Dude" fire occurred just before the deadline for
19 BWC to file another rate application.

20 After Bonita purchased the assets of BWC, the Commission ordered Applicant to continue using
21 the same rates and charges that were ordered in Decision No. 56048, with the exception that the \$175
22 meter installation charge be non-refundable until further order of the Commission. The Commission also
23 ordered Bonita to complete the installation of water meters by collecting a one-time, non-refundable \$100
24 charge from new customers. Bonita completed the installation of the water meters in November 1991.

25 Contributions in Aid of Construction

26 Bonita's fire-damaged system was rebuilt using \$10,163 in State disaster relief funds. In January

27 _____
28 ¹ At the time of the fire, BWC served 47 customers. Only five residences survived the
blaze.

1 1994, Applicant also suffered losses from a flood. Bonita received \$1,927 in disaster relief funds to
2 compensate for the flood losses. These disaster relief funds, plus \$700 in meter installation charges
3 collected after Decision 57390 became effective, represent a total of \$12,790 in gross contributions in
4 aid of construction ("CIAC") to be amortized and deducted from Applicant's rate base.²

5 Compliance

6 Bonita is presently in compliance with all the requirements of Decision No. 57390. Staff believes
7 that Bonita has made a good faith effort in complying with all but two of the accounting and bookkeeping
8 functions which BWC was ordered to establish in Decision No. 56048. To comply with the remaining
9 requirements, Bonita needs to establish separate plant and equipment accounts which identify assets that
10 meet the definition of used and useful, establish a separate file for all original copies of advances and
11 contributions in aid of construction contracts, and provide a listing of customer names and meter serial
12 numbers on the remaining meter installations which were completed in November 1991.

13 Bonita was originally organized as a non-profit organization, however it has never applied for tax-
14 exempt status with the Internal Revenue Service ("IRS") and is presently paying both federal and state
15 corporate income taxes. Staff believes that Applicant would not qualify for tax-exempt status at this time
16 due to the fact that it is collecting homeowner's association dues and performing homeowner's
17 association duties in addition to providing water services to its members. Staff recommends that
18 Applicant form a separate corporate entity for its water company operations, and that corporation file for
19 tax exempt status under Section 501(c)(12) of the Internal Revenue Code.

20 Bonita objected to Staff's recommendation to form a separate corporation, because of the
21 difficulties in operating two separate organizations on a volunteer basis and the economics of scale gained
22 by operating the water company as part of the homeowners' association. Bonita indicated that using
23 volunteer labor for billing, customer service, collection and meter reading saves each of its ratepayers
24 \$4.17 per month, while the income taxes it pays cost each ratepayer only \$.79 per month.

25 We concur with Applicant that, at this time, ordering Bonita to form a separate corporation to

26
27 ² The majority of Bonita's system was rebuilt with volunteer labor. As a result, Applicant
28 was able to replace the system for less than the total amount of disaster relief funds received.
Consequently, Bonita's CIAC is larger than the actual value of its plant and equipment and it therefore
has a negative Original Cost Rate Base.

1 operate the water company as a tax-exempt organization is not in the best interest of the ratepayers of the
2 Applicant. We therefore decline to order the Applicant to do so.

3 Revenue Requirement and Rate Design

4 The rates proposed by Applicant and Staff both produce revenues of \$8,340, which is a 51.1
5 percent increase over TY revenues. The increase in revenues will help to cover the \$4,129 in increased
6 expenses associated with Applicant's negotiated insurance coverage and contract labor agreement, and
7 should provide Applicant with an operating income and positive cash flow of \$827.

8 Applicant proposed a rate structure which included a monthly minimum charge of \$21.50
9 (including 1,000 gallons) and a commodity rate of \$4.50 per thousand gallons in excess of the minimum.
10 Staff proposed a commodity rate of \$4.25 per thousand gallons, and a monthly minimum of \$19.75,
11 which would not include any gallons.

12 Over two-thirds of Applicant's monthly bills during the TY were for less than 1,000 gallons, with
13 nearly half of those for customers who used no water during the billing period. A rate design which
14 includes no gallons in the minimum monthly charge is reasonable when customers have such low usage.
15 We therefore concur with Staff's recommended rate design.

16 Staff's proposed service line and meter installation charges, establishment, reconnection and
17 meter test charges that were lower than those proposed by Applicant. In the case of the service line and
18 meter installation charges, Staff's proposed charges were the maximum amounts recommended by Staff
19 Engineering. In the case of the establishment, reconnection and meter test charges, Staff believed that
20 Applicant's proposed charges were excessive and lowered them to amounts which, in Staff's opinion,
21 were more in line with the actual costs associated with providing those services to ratepayers. Applicant
22 provided no cost justification on why its proposed service charges should be higher than normal.
23 Accordingly, we will approve Staff's proposed charges.

24 * * * * *

25 Having considered the entire record herein and being fully advised in the premises, the
26 **Commission finds, concludes, and orders that:**

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FINDINGS OF FACT

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1. Applicant is an Arizona non-profit corporation engaged in the business of providing water utility service to the public in a portion of Gila, County, Arizona, pursuant to authority granted by the Commission in Decision No. 29758 (July 18, 1956) and transferred to Bonita in Decision No. 57390.

2. Applicant's present rates and charges for water service were approved in Decision No. 56048.

3. On November 7, 1995, the Commission received from Bonita an application requesting authority to increase its rates and charges.

4. On December 7, 1995, Staff found Bonita's application sufficient.

5. During the TY, Applicant served 25 customers, all of which were served with 5/8" x 3/4" meters.

6. Average and median usage during the TY were 1,895 and 487 gallons per month, respectively.

7. On October 31, 1995, Applicant notified its customers of the proposed rates and charges by first class U.S. mail and, in response thereto, no letters of protest has been received.

8. Staff conducted an investigation of Applicant's proposed rates and charges, and in the Staff Report filed on February 5, 1996, recommended that an alternative rate schedule be approved without a hearing.

9. The rates and charges for Applicant at present, as proposed in the application, and as recommended by the Staff are as follows:

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...

	<u>Present Rates</u>	<u>Proposed Rates</u>	
		<u>Applicant</u>	<u>Staff</u>
1			
2	<u>MONTHLY USAGE CHARGE:</u>		
3	Unmetered Flat Rate	\$ 0.00	\$ 0.00
4	5/8" x 3/4" Meter	\$ 0.00	\$ 19.75
	3/4" Meter	0.00	19.75
5	1" Meter	0.00	49.38
	1 1/2" Meter	0.00	98.75
6	2" Meter	0.00	158.00
	3" Meter	0.00	296.25
7	4" Meter	0.00	493.75
	5" Meter	0.00	740.63
8	6" Meter	0.00	987.50
9	Gallons included in minimum	-0-	-0-
10	<u>COMMODITY CHARGE</u>		
11	Per 1,000 Gallons	\$ 0.00	\$ 4.25
12	<u>SERVICE LINE AND METER INSTALLATION CHARGES:</u>		
13	5/8" x 3/4" Meter	\$ 175.00	\$ 365.00
	3/4" Meter	220.00	405.00
14	1" Meter	250.00	455.00
	1 1/2" Meter	375.00	668.00
15	2" Meter	500.00	1,080.00
	3" Meter	700.00	1,460.00
16	4" Meter	0.00	2,350.00
	5" Meter	0.00	3,400.00
17	6" Meter	0.00	4,450.00
18	<u>SERVICE CHARGES:</u>		
19	Establishment	\$25.00	\$30.00
	Establishment (After Hours)	30.00	35.00
20	Reconnection (Delinquent)	25.00	30.00
	Meter Test (If Correct)	40.00	40.00
21	Deposit	*	*
	Deposit Interest	*	*
22	Reestablishment	**	**
	(Within 12 Months)	**	**
23	NSF Check	\$10.00	\$15.00
	Meter Reread (If Correct)	\$10.00	\$10.00
24	<u>MONTHLY SERVICE CHARGE</u>		
25	<u>FOR FIRE SPRINKLER:</u>	\$ 0.00	***

26 * Per Commission Rule A.A.C. R14-2-403(B).
 27 ** Number of months off system times the monthly minimum, per Commission Rule
 28 A.A.C. R14-2-403(D).

1 *** 1% of monthly minimum for a comparable sized meter connection, but no less than
2 \$5.00 per month. The service charge for fire sprinklers is only applicable for service
3 lines separate and distinct from the primary water service line.

4 10. Pursuant to the Staff Report, Applicant's original cost rate base is determined to be
5 (\$1,081) which is the same as its fair value rate base ("FVRB").

6 11. Applicant's present rates and charges produced adjusted operating revenues of \$5,520 and
7 adjusted operating expenses of \$7,327, which resulted in a net operating loss of \$1,807 during the TY.

8 12. **The rates and charges Applicant proposed would produce operating revenues of \$8,340**
9 and adjusted operating expenses of \$7,513, resulting in net operating income of \$827.

10 13. The rates and charges Staff recommended would produce operating revenues of \$8,340
11 and operating expenses of \$7,513, resulting in net operating income of \$827.

12 14. Applicant's proposed rate schedule would increase the average monthly customer bill by
13 41.8 percent, from \$18.00 to \$25.53, and the median monthly customer bill by 19.4 percent, from \$18.00
14 to \$21.50.

15 15. Staff's recommended rates would increase the average monthly customer bill by 54.5
16 percent, from \$18.00 to \$27.80, and the median monthly customer bill by 21.2 percent, from \$18.00 to
17 \$21.82.

18 16. The rates and charges proposed by Staff are reasonable.

19 17. Staff has additionally recommended that:

20 (a) the Commission rescind the waiver from A.A.C. R14-2-4-5(B)(2) that was
21 granted in Decision No. 57390 and require Applicant to treat all future
22 service line and meter installation charges as refundable advances in aid
23 of construction;

24 (b) the Commission rescind the \$100 one-time, non-refundable meter
25 installation charge ordered by the Commission in Decision No. 57390;

26 (c) Applicant be ordered to form a separate corporate entity for its water
27 provider services and apply for recognition of exemption from federal
28 corporate income taxes by the Internal Revenue Service under the
29 provisions of Section 501(c)(12) of the Internal Revenue Code of 1986;

30 (d) Applicant be ordered to apply for recognition of exemption from state
31 corporate income taxes by the Arizona Department of Revenue under the
32 provisions of A.R.S. §43-1201 after it obtains a letter of exemption from
33 the IRS;

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- (e) Applicant be ordered to establish a separate file for all original copies of construction contracts that require advances and/or contributions in aid of construction;
- (f) Applicant be ordered to provide a listing of customer names and meter serial numbers on the remaining meter installations that were ordered by the Commission in Decision No. 56048;
- (g) Applicant be ordered to collect from its customers their proportionate share of any Privilege, Sales or Use Tax as provided for in A.A.C. R14-2-409(D); and
- (h) Applicant be ordered to apply for a rate review within 12 months of the effective date of this Decision.

18. Applicant is in full compliance with the regulations of the Arizona Department of Environmental Quality.

19. Applicant is current on its property and sales tax payments.

CONCLUSIONS OF LAW

1. Applicant is a public service corporation within the meaning of Article XV of the Arizona Constitution and A.R.S. Sections 40-250 and 40-251.

2. The Commission has jurisdiction over Applicant and of the subject matter of the application.

3. Notice of the application was provided in the manner prescribed by law.

4. The rates and charges authorized hereinbelow are just and reasonable and should be approved without a hearing.

5. Staff's recommendations, as set forth in Finding of Fact No. 17, are reasonable and should be adopted.

ORDER

IT IS THEREFORE ORDERED that Bonita Creek Land and Homeowner's Association is hereby directed to file on or before March 29, 1996 revised rate schedules setting forth the following rates and charges:

...
...
...

MONTHLY USAGE CHARGE:

2	5/8" x 3/4" Meter	\$ 19.75
	3/4" Meter	19.75
3	1" Meter	49.38
	1 1/2" Meter	98.75
4	2" Meter	158.00
	3" Meter	296.25
5	4" Meter	493.75
	5" Meter	740.63
6	6" Meter	987.50
7	Gallons included in minimum	-0-

COMMODITY CHARGE

Per 1,000 Gallons \$4.25

SERVICE LINE AND METER INSTALLATION CHARGES:

(Refundable pursuant to A.A.C. R14-2-405)

11	5/8" x 3/4" Meter	\$ 365.00
	3/4" Meter	405.00
12	1" Meter	455.00
	1 1/2" Meter	665.00
13	2" Meter	1,080.00
	3" Meter	1,460.00
14	4" Meter	2,350.00
	5" Meter	3,400.00
15	6" Meter	4,450.00

SERVICE CHARGES:

17	Establishment	\$30.00
	Establishment (After Hours)	35.00
18	Reconnection (Delinquent)	30.00
	Meter Test (If Correct)	40.00
19	Deposit	*
	Deposit Interest (Per Annum)	*
20	Reestablishment (Within 12 Months)	**
	NSF Check	\$15.00
21	Meter Reread (If Correct)	\$10.00

MONTHLY SERVICE CHARGEFOR FIRE SPRINKLER:

* Per Commission Rule A.A.C. R14-2-403(B).

** Number of months off system times the monthly minimum, per Commission Rule A.A.C. R14-2-403(D).

*** 1% of monthly minimum for a comparable sized meter connection, but no less than \$5.00 per month. The service charge for fire sprinklers is only applicable for service lines separate and distinct from the primary water service line.

IT IS FURTHER ORDERED that the above rates and charges shall be effective for all service provided on and after April 1, 1996.

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IT IS FURTHER ORDERED that Bonita Creek Land and Homeowner's Association shall notify its customers of the rates and charges authorized hereinabove and the effective date of same by means of an insert in its next regular monthly billing.

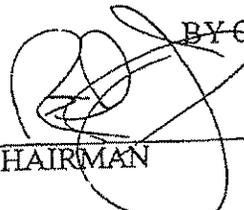
IT IS FURTHER ORDERED that Bonita Creek Land and Homeowner's Association is hereby directed to comply with the Staff recommendations set forth in Finding of Fact No. 17(e)-(h).

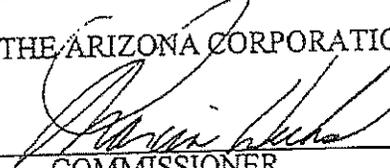
IT IS FURTHER ORDERED that the waiver from A.A.C. R14-2-4-5(B)(2) that was granted in Decision No. 57390 is hereby rescinded and Bonita Creek Land and Homeowner's Association is hereby ordered to treat all future service line and meter installation charges as refundable advances in aid of construction.

IT IS FURTHER ORDERED that the \$100 one-time, non-refundable meter installation charge ordered in Decision No. 57390 is hereby rescinded.

IT IS FURTHER ORDERED that this Decision shall become effective immediately.

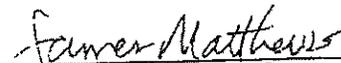
BY ORDER OF THE ARIZONA CORPORATION COMMISSION.


CHAIRMAN


COMMISSIONER


COMMISSIONER

IN WITNESS WHEREOF, I, JAMES MATTHEWS, Executive Secretary of the Arizona Corporation Commission, have hereunto set my hand and caused the official seal of the Commission to be affixed at the Capitol, in the City of Phoenix, this 13 day of March, 1996.



JAMES MATTHEWS
EXECUTIVE SECRETARY

DISSENT _____
SSW:kjh

1 SERVICE LIST FOR: BONITA CREEK LAND AND HOMEOWNER'S ASSOCIATION
2 DOCKET NO.: U-2195-95-494
3 Karl Cox
4 BONITA CREEK LAND AND HOMEOWNER'S
5 ASSOCIATION
6 2052 E. Gemini
7 Tempe, Arizona 85283
8 Paul A. Bullis, Chief Counsel
9 Legal Division
10 ARIZONA CORPORATION COMMISSION
11 1200 West Washington Street
12 Phoenix, Arizona 85007
13 Gary Yaquinto, Director
14 Utilities Division
15 ARIZONA CORPORATION COMMISSION
16 1200 West Washington
17 Phoenix, Arizona 85007
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Exhibit F

RECEIVED

OCT 03 1990

ARTICLES OF INCORPORATION
OF

BONITA CREEK LAND AND HOMEOWNER'S ASSOCIATION ARIZONA CORP. COMMISSION

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day associated ourselves together for the purpose of forming a nonprofit corporation under and pursuant to the laws of the State of Arizona, and for that purpose do hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of the corporation shall be Bonita Creek Land and Homeowner's Association.

ARTICLE II

The names and addresses of the incorporators are:

R. C. Meek
13437 North 16th Place
Phoenix, AZ 85022

Martha K. Brown
2164 West Eugie
Phoenix, AZ 85029

Sandra I. Rose
1547 West Juanita Circle
Mesa, AZ 85202

ARTICLE III

The purpose for which this corporation is organized is the transaction of any and all lawful business for which nonprofit corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time.

ARTICLE IV

The character of affairs which the corporation initially intends to actually conduct in this state is the promotion of

community awareness and cooperation among the property owners within the Bonita Creek and Bonita Creek Ranch Subdivisions (as shown in Exhibit A) of Gila County, Arizona, who elect to become members of the Association, and to represent them in all matters affecting their common interests, including management, maintenance, repair, replacement, administration and operation of common facilities and areas, however such statement shall not limit the character of affairs which the corporation ultimately conducts.

ARTICLE V

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in Article IV. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements,) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on: (a) by a corporation exempt from Federal Income Tax under Section 501(c) of the Internal Revenue Code of 1986, or the corresponding provision of any future United States Internal Revenue Law.

ARTICLE VI

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of its assets exclusively for the purposes of the corporation in such manner, or to such organizations organized and operated exclusively for the same or similar purposes and as shall at the time qualify as an exempt organization or organizations under Section 501(c) of the Internal Revenue Code of 1986, or the corresponding provision of any future United States Internal Revenue Laws, as the Board of Directors shall determine. Any such assets not disposed of shall be disposed of by the Superior Court of the county in which the principal office of the corporation is then located, exclusively for such purpose or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purpose.

ARTICLE VII

The members, directors and officers of the corporation shall not be individually or personally liable for the debts or other liabilities of the corporation. The private property of the members, directors and officers of the corporation shall be forever exempt from corporate debts or liabilities of any kind whatsoever; provided, however, that the foregoing shall not limit or affect the personal liability owed by a member directly to the corporation; nor shall the foregoing limit or otherwise affect the corporation's recourse against a member's property for any indebtedness owed to the corporation. The officers and directors of the corporation shall be indemnified to the extent allowed by law.

ARTICLE VIII

STATUTORY AGENT: The name and address of the initial statutory agent of the corporation is:

Martha K. Brown
2164 West Eugie
Phoenix, AZ 85029

ARTICLE IX

The business and affairs of the corporation shall be conducted by a Board of Directors in accordance with these Articles and the Bylaws. These Articles and the Bylaws may be amended at any time by a vote of the majority of those members present in person or by proxy at a meeting duly called for such purpose. The corporation may have one or more than one class of members and the designation of such class or classes, the manner of election or appointment and the qualifications and rights of the members of each class shall be set forth in the Bylaws. The Board of Directors, who shall serve without compensation for their services to the corporation, shall initially consist of not less than three nor more than nine Directors. The names and addresses of the persons who are to serve as the Directors until until their successors are elected and qualified are:

R. C. Meek
13437 North 16th Place
Phoenix, AZ 85022

Don Aleckson
7740 East Glenrosa
Scottsdale, AZ 85251

Martha K. Brown
2164 West Eugie
Phoenix, AZ 85029

Sandra I. Rose
1547 West Juanita Circle
Mesa, AZ 85202

William Artwohl
7525 North 16th Drive
Phoenix, AZ 85021

Steve Rose
1547 West Juanita Circle
Mesa, AZ 85101

Melissa Moore
10403 North 38th Street
Phoenix, AZ 85028

John Johnson
561 West Enid
Mesa, AZ 85210

DATED this 13th day of September, 1990.



R. C. Meek



Martha K. Brown

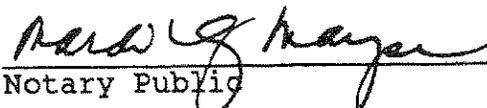


Sandra I. Rose

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 13th day of September, 1990, before me, the undersigned Notary Public, appeared Bob Meek, Martha Brown and Sandra Rose, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.



Notary Public

My Commission Expires September 23, 1991.

CONSENT TO ACT AS STATUTORY AGENT

I, Martha K. Brown, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed, or resignation is submitted in accordance with the Arizona Revised Statutes.

DATED this 13th day of September, 1990.



Statutory Agent's Signature

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Phoenix Address: 1200 West Washington
Phoenix, Arizona 85007

Tucson Address: 402 West Congress
Tucson, Arizona 85701

CERTIFICATE OF DISCLOSURE

A.R.S. Sections 10-128 & 10-1084

PLEASE SEE REVERSE SIDE

Bonita Creek Land and Homeowner's Associator

EXACT CORPORATE NAME

CHECK APPROPRIATE BOX(ES) A or B

ANSWER "C"

THE UNDERSIGNED CERTIFY THAT:

- A. No persons serving either by elections or appointment as officers, directors, incorporators and persons controlling, or holding more than 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation:
1. Have been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate.
2. Have been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraining the trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate.
3. Have been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate where such injunction, judgment, decree or permanent order:
- (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction; or
 - (b) Involved the violation of the consumer fraud laws of that jurisdiction; or
 - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction.

B. For any person or persons who have been or are subject to one or more of the statements in Items A.1 through A.3 above, the following information MUST be attached:

- 1. Full name and prior name(s) used.
- 2. Full birth name.
- 3. Present home address.
- 4. Prior addresses (for immediate preceding 7-year period).
- 5. Date and location of birth.
- 6. Social Security number.
- 7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

STATEMENT OF BANKRUPTCY, RECEIVERSHIP OR REVOCATION

A.R.S. Sections 10-128.01 and 10-1083

C. Has any person serving (a) either by election or appointment as an officer, director, trustee or incorporator of the corporation or, (b) major stockholder possessing or controlling any proprietary, beneficial or membership interest in the corporation, served in any such capacity, or held such interest in any corporation which has been placed in bankruptcy or receivership or had its charter revoked? YES ___ NO X

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

- 1. Name and address of the corporation.
- 2. Full name, including alias and address of each person involved.
- 3. State(s) in which the corporation:
 - (a) Was incorporated.
 - (b) Has transacted business.
- 4. Dates of corporate operation.
- 5. A description of the bankruptcy, receivership or charter revocation, including the date, court or agency involved and the file or cause number of the case.

Under penalties of law, the undersigned incorporators/Officers declare that we have examined this Certificate, including any attachments, and to the best of our knowledge and belief it is true, correct and complete.

BY [Signature] DATE 9/13/90
TITLE Treasurer

BY Sandra I Rose DATE 9-13-90
TITLE Treasurer

BY Martha K Brown DATE 9-13-90
TITLE Secretary

BY _____ DATE _____
TITLE _____

FISCAL DATE: August 31

3145
Q

Exhibit G
612491

STATE OF ARIZONA, County of Gila, ss;
I do hereby certify that the within instrument was filed and recorded at request of Gila County Board of Supervisor

Date Feb. 11, 1992 Time 3:20 P. M., Docket 857 Official Records Page 759
Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

MARY V. DE PAOLI, County Recorder

MICROFILMED

By Mary V. De Paoli Recorder

Gila County Board of Supervisors Compared

R E S O L U T I O N

NO. 92-2-1

WHEREAS, Rancho Bonita Water Company holds a franchise to operate a community water system in Gila County, Arizona; and

WHEREAS, Rancho Bonita Water Company has requested consent to transfer the Franchise to the BONITA CREEK LAND & HOMEOWNERS' ASSOCIATION; and

WHEREAS, information relating to the proposed transfer has been furnished; and

WHEREAS, after consideration of said request and information, it has been determined that it is appropriate to consent to the proposed transfer.

NOW, THEREFORE, BE IT RESOLVED, That the Gila County Board of Supervisors hereby consents, as requested, to the proposed transfer of the Franchise from Rancho Bonita Water Company to the BONITA CREEK LAND & HOMEOWNERS' ASSOCIATION.

PASSED AND ADOPTED this 3rd day of February, 1992, at Globe, Gila County, Arizona.



GILA COUNTY BOARD OF SUPERVISORS

[Signature]
Chairman

ATTEST:

Rosmary Clark
Deputy Clerk

ARF-3068

Consent Agenda Item 5. H.

Regular BOS Meeting

Meeting Date: 04/07/2015

Reporting Period: February 2015

Submitted For: Anita Escobedo, Clerk of the Superior Court

Submitted By: Vicki Aguilar, Chief Deputy Clerk of the Superior Court,
Clerk of the Superior Court

Information

Subject

Clerk of the Superior Court's Office Monthly Report for February 2015.

Suggested Motion

Acknowledgment of the February 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

Clerk of Court February 2015

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

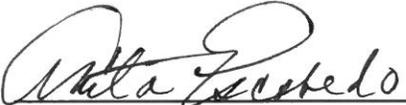
CLERK'S REPORT

FOR

February 2015

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

A handwritten signature in black ink, appearing to read "Anita Escobedo", written over a horizontal line.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 3/4/2015 10:12:47 AM

Criteria : From Date : 2/1/2015 To Date : 2/28/2015

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	5888.78		(\$6274.04)		(\$385.26)	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	4685.08				4685.08	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	2250.87		\$16.31		\$2267.18	\$113.36
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$6.23		\$2.00		\$8.23	\$0.41
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$49.85		\$16.00		\$65.85	\$3.29
		ZVAPB	30% INTERSTATE COMPACT	\$27.00				\$27.00	\$1.35
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$200.00		\$50.00		\$250.00	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$51.14		\$0.36		\$51.50	\$2.58
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$1095.00				\$1095.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$228.49				\$228.49	\$11.42
		ZFEE	BASE FEES (GENERAL FUND)	\$4645.64		\$34.14		\$4679.78	\$233.99
		ZFINE	BASE FINES	\$5534.24		\$185.69		\$5719.93	\$286.00

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZCIEF	CHILDREN ISSUES EDUC FUND	\$589.12		\$52.03		\$641.15	\$32.06
		ZCEF	CLEAN ELECTIONS FUND	\$511.00		\$19.36		\$530.36	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND- STATE			\$6.18		\$6.18	\$0.31
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND- LOCAL			\$0.32		\$0.32	\$0.02
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$37.94		\$0.25		\$38.19	\$1.91
		ZJDET	COUNTY JUV DETENTION	\$201.53				\$201.53	\$10.08
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2249.43		\$16.27		\$2265.70	\$113.29
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$2430.51		\$91.03		\$2521.54	\$126.08
		ZDNAS	DNA STATE SURCHARGE	\$298.18		\$11.46		\$309.64	\$15.48
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$932.14		\$16.84		\$948.98	\$47.45
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$283.17		\$2.04		\$285.21	\$14.26
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$188.97				\$188.97	\$9.45
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1303.49		\$15.93		\$1319.42	\$65.97
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$147.14				\$147.14	\$7.36

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$192.21		\$1.38		\$193.59	\$9.68
		ZDCRT	DRUG COURT FEE FUND	\$300.00				\$300.00	\$15.00
		ZDUIA	DUI ABATEMENT FUND	\$25.00				\$25.00	\$1.25
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$651.97				\$651.97	\$32.60
		ZWITN	EXPERT WITNESS FUND	\$840.00				\$840.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$134.23				\$134.23	\$6.71
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$267.30				\$267.30	\$13.37
		ZEXT	EXTRADITION REIMBURSEMENT	\$226.38				\$226.38	\$0.00
		ZFAR2	FARE DELINQUENCY FEE	\$36.39				\$36.39	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$296.88				\$296.88	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$357.71		\$13.55		\$371.26	\$18.56
		ZCC	GEN JURIS CONCILIATION COURT	\$1361.82		\$56.28		\$1418.10	\$70.91
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$5340.12		\$488.51		\$5828.63	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$890.01		\$81.42		\$971.43	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$2670.06		\$244.25		\$2914.31	\$0.00

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZJF	JAIL (INCARCERATION) FEES			\$66.06		\$66.06	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1105.01		\$7.99		\$1113.00	\$55.65
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2510.02		\$18.16		\$2528.18	\$126.41
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$58.49		\$42.00		\$100.49	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$112.04		\$78.00		\$190.04	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40	\$26.86		\$162.00		\$188.86	\$9.44
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$107.45		\$653.00		\$760.45	\$38.02
		ZJS	JUVENILE PROBATION SERV FEES	\$789.69				\$789.69	\$39.48
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$671.18		\$25.18		\$696.36	\$34.82
		ZMISC	MISCELLANEOUS FEES	\$75.66				\$75.66	\$3.78
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$8.00		\$4.00		\$12.00	\$0.60
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$16.92		\$4.00		\$20.92	\$1.05
		ZPP	PASSPORT APPLICATION FEES	\$1225.00				\$1225.00	\$61.25
		ZPCOF	PRISON CONSTRUCTION AND	\$2820.64		\$45.00		\$2865.64	\$143.28

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZPRS6	PROB SURCH 2006	\$0.08				\$0.08	\$0.00
		ZPBA	PROBATION FEE ADULT	\$18036.35		\$1693.27		\$19729.62	\$986.48
		ZPUBZ	PUBLIC DEFENDER FEES	\$179.01				\$179.01	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$1916.95		\$25.00		\$1941.95	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$99.75		\$4.33		\$104.08	\$5.20
		ZSTAT	STATE TREASURER - GENERAL FUND	\$20.00				\$20.00	\$1.00
		ZTECH	TECHNICAL REGISTRATION FUND	\$60.00		\$30.00		\$90.00	\$4.50
		ZVAF	VICTIMS ASSISTANCE FUND	\$63.00				\$63.00	\$3.15
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$124.32		\$150.00		\$274.32	\$13.72
		ZPRS9	ZPRS9	\$135.00		\$60.00		\$195.00	\$9.75

Agency Name : MISCELLANEOUS - TRUST

ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	\$22.00				\$22.00 ✓	\$0.00
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Agency Name : OVERPAYMENT FUND

ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$50.00				\$50.00 ✓	\$0.00
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Agency Name : RESTITUTION

ZREST	RESTITUTION	ZREST	RESTITUTION	\$14085.80		\$1784.45		\$15870.25 ✓	\$0.00
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Total: **\$91744.24** **\$0.00** **\$91744.24** **\$2801.78**

Less Shaded Areas: -22,894.51

\$68,849.73

Hold receipts: +385.26

\$69,234.99

Less FARE sent to State: -333.27

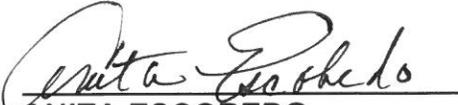
\$68,901.72

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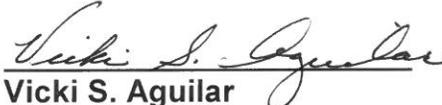
STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of February, 2015.


ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 6TH day of March 2015.


Vicki S. Aguilar
Chief Deputy

ARF-3063

Consent Agenda Item 5. I.

Regular BOS Meeting

Meeting Date: 04/07/2015

Reporting Period: February 2015

Submitted For: Mary Navarro, Justice Court Operations Mgr

Submitted By: Mary Navarro, Justice Court Operations Mgr, Justice Court-Globe Regional

Information

Subject

Globe Regional Justice of the Peace's Office monthly report for February 2015

Suggested Motion

Acknowledgment of the February 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

Globe Justice Court Report for February, 2015

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

FEBRUARY, 2015	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZOPRF		STATE	\$ 309.88	\$ 15.50	\$ 294.38
Drug and Gang Enforcement Fines	ZDECF		STATE	\$ 203.93	\$ 10.20	\$ 193.73
Domestic Violence Shelter Fund	ZDVSP		STATE	\$ 127.50	\$ 6.38	\$ 121.12
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 5,794.89	\$ 121.12	\$ 5,673.77
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 3,004.23	\$ -	\$ 3,004.23
Game and Fish - Wildlife	ZGF		STATE	\$ 54.44	\$ 2.73	\$ 51.71
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 2,973.66	\$ 148.69	\$ 2,824.97
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 738.56	\$ 36.93	\$ 701.63
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 2,920.00	\$ 146.00	\$ 2,774.00
Alternative Dispute Resolution	ZADR		T848-2061	\$ 43.96	\$ 2.20	\$ 41.76
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ 63.94	\$ 3.20	\$ 60.74
Confidential Address Assessment - State Treasurer	ZCAA1			\$ 121.13	\$ 6.06	\$ 115.07
Confidential Address Assessment - Local	ZCAA2			\$ 6.37	\$ 0.32	\$ 6.05
Citizens Clean Elections	ZCEF		T888-2061	\$ 2,022.11	\$ 6.05	\$ 2,016.06
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 9,776.96	\$ 488.85	\$ 9,288.11
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,600.00	\$ 80.00	\$ 1,520.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 1,146.11	\$ 57.31	\$ 1,088.80
DUI Abatement	ZDUIA		T889-2061	\$ 250.00	\$ 12.50	\$ 237.50
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 329.04	\$ 16.46	\$ 312.58
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 27.62	\$ 1.39	\$ 26.23
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,015.29	\$ 50.77	\$ 964.52
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 19,292.09	\$ 964.61	\$ 18,327.48
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,410.22	\$ 70.52	\$ 1,339.70
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 905.48	\$ 45.28	\$ 860.20
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X367-4615	\$ 907.46	\$ -	\$ 907.46
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 146.33	\$ 7.32	\$ 139.01
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,685.29	\$ 139.01	\$ 1,546.28
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 334.91	\$ 16.75	\$ 318.16
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 1,679.66	\$ 318.16	\$ 1,361.50
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 281.74	\$ 14.09	\$ 267.65
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 295.40	\$ 267.65	\$ 27.75
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 196.93	\$ 295.40	\$ (98.47)
County Attorney/Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ -	\$ -	\$ -
Law Enforcement Boating Safety Fund	ZLEAB			\$ -	\$ -	\$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 279.97	\$ 14.00	\$ 265.97
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 2,699.98	\$ 135.00	\$ 2,564.98
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 1,905.39	\$ 95.27	\$ 1,810.12
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 238.17	\$ 11.91	\$ 226.26
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 78.93	\$ 3.95	\$ 74.98
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 77.12	\$ 3.86	\$ 73.26
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 782.90	\$ 39.15	\$ 743.75
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 1.26	\$ 0.07	\$ 1.19
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	\$ -	\$ -	\$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	\$ 11.22	\$ 0.57	\$ 10.65
Health and Human Services (HHS)	ZOS17		T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18		T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	\$ -	\$ -	\$ -
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	\$ 0.73	\$ 0.04	\$ 0.69
Officer Safety Equipment - Attorney General Office	ZOS26			\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 61.03	\$ 3.06	\$ 57.97
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 128.43	\$ 6.43	\$ 122.00
Prison Construction Fund	ZPCOF		T908-2061	\$ 6,370.33	\$ 318.52	\$ 6,051.81
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 140.77	\$ 7.04	\$ 133.73
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 4,919.63	\$ 245.98	\$ 4,673.65
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 72.21	\$ 3.62	\$ 68.59
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 256.23	\$ 68.59	\$ 187.64
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 2,925.61	\$ -	\$ 2,925.61
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 1,950.40	\$ -	\$ 1,950.40
Security Enhancement Fee	ZSEOE			\$ -	\$ -	\$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

FEBRUARY, 2015 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 94.97	\$ 4.75	\$ 90.22
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
Victim Rights Enforcement Fund	ZVREA			\$ -	\$ -	\$ -
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 100.00	\$ 5.00	\$ 95.00
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ 8.24	\$ 0.42	\$ 7.82
TOTALS				\$ 82,768.65	\$ 4,318.68	\$ 78,449.97

TOTAL ADJUSTED BALANCE VERIFICATION \$ 78,449.97
TOTAL RESTITUTION RECEIVED \$ 619.60
TOTAL RECEIPTS THIS MONTH \$ 83,388.25

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
3/2/2015	8690	\$ 15,639.54	ARIZONA STATE TREASURER
3/2/2015	8691	\$ 67,026.29	GILA COUNTY TREASURER
3/2/2015	8699	\$ 95.00	GILA COUNTY SHERIFF D.A.R.E.
3/2/2015	8698	\$ 7.82	CITY POLICE SUSPENDED PLATES
		\$ 82,768.65	TOTAL DISTRIBUTIONS THIS MONTH

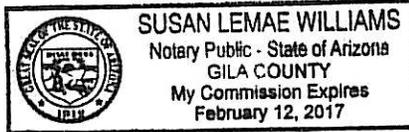
I, Jesse E. Bollinger, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of FEBRUARY, 2015

Jesse E. Bollinger
 Justice of the Peace

Subscribed and Sworn to before me this 2 day of March, 2015.

Susan Lemae Williams
 Notary Public

My Commission Expires: February 12, 2017



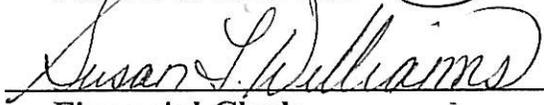
GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

For the Month of: February, 2015

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$ 8,059.00
RECEIVED DURING THE MONTH	\$ 1,934.98
DISBURSED DURING THE MONTH	\$ 5,618.45
BALANCE AT THE END OF THE MONTH	\$ 4,375.53


Justice of the Peace


Financial Clerk

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

ARF-3064

Consent Agenda Item

5. J.

Regular BOS Meeting

Meeting Date: 04/07/2015

Reporting Period: January 2014

Submitted For: Sadie Bingham, Recorder

Submitted By: Kaycee Stratton, Chief Deputy Recorder, Recorder's Office

Information

Subject

Recorder's Office Monthly Report for January 2015

Suggested Motion

Acknowledgment of the January 2015 monthly activity report submitted by the Recorder's Office.

Attachments

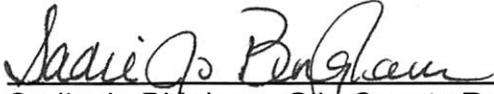
Recorder's Office Monthly Report for January 2015



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF JANUARY 2015

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

Bank Deposit

From 01/01/2015 To 01/31/2015

Journal Activity

Account		Debits	Credits	Net
Asset				
1005 Suspense Pre Pay Accounts	1005 Suspense - Prepay	\$2,831.40	\$0.00	\$2,831.40
Cash	Cash/Check	\$6,928.30	\$0.00	\$6,928.30
D-1005-120-01-4612-003	Postage (deferred)	\$11.00	(\$11.00)	\$0.00
D-1005-120-01-4612-023	Recording Fee (deferred)	\$33.00	(\$33.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$44.00	(\$44.00)	\$0.00
E Transfer	Electronic Transfers	\$4,004.00	\$0.00	\$4,004.00
	Total	\$13,851.70	(\$88.00)	\$13,763.70
Liability				
1005 Suspense Charge Accounts	1005 Suspense - Charge	\$88.00	(\$88.00)	\$0.00
	Total	\$88.00	(\$88.00)	\$0.00
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$332.00)	(\$332.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$72.00)	(\$72.00)
1005-120-01-4612-003	Postage	\$0.00	(\$597.40)	(\$597.40)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$230.00)	(\$230.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$63.00)	(\$63.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$19.00)	(\$19.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$40.00)	(\$40.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$6,123.00)	(\$6,123.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$3,632.00)	(\$3,632.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$1.00)	(\$1.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$4.00)	(\$4.00)
7147-120-01-4612-018	Voter	\$0.00	(\$1,819.30)	(\$1,819.30)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$840.00)	(\$840.00)
eRecording	eRecording	\$3,925.00	(\$3,916.00)	\$9.00
	Total	\$3,925.00	(\$17,688.70)	(\$13,763.70)
	Total	\$17,864.70	(\$17,864.70)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	\$6,928.30	\$0.00	\$6,928.30
	Range Total	\$6,928.30	\$0.00	\$6,928.30

Bank Deposit

From 01/01/2015 To 01/31/2015

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,395.00	
Check	\$5,533.30	
<hr/>		
Total Deposit	\$6,928.30	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
3865	Jan 2, 2015	10_ReceiptStation2_Fri / 3892	\$0.00	\$0.00		Bank Account
3866	Jan 2, 2015	15_Payson_Fri / 3889	\$69.00	\$69.00		Bank Account
3867	Jan 2, 2015	5_ReceiptStation1_Fri / 3890	\$357.00	\$357.00		Bank Account
3868	Jan 5, 2015	11_Payson_Mon / 3893	\$97.00	\$97.00		Bank Account
3869	Jan 5, 2015	1_ReceiptStation1_Mon / 3894	\$438.00	\$438.00		Bank Account
3870	Jan 6, 2015	2_ReceiptStation1_Tue / 3896	\$165.00	\$165.00		Bank Account
3871	Jan 6, 2015	12_Payson_Tue / 3895	\$123.00	\$123.00		Bank Account
3872	Jan 7, 2015	13_Payson_Wed / 3898	\$55.00	\$55.00		Bank Account
3873	Jan 7, 2015	3_ReceiptStation1_Wed / 3897	\$1,661.95	\$1,661.95		Bank Account
3874	Jan 8, 2015	4_ReceiptStation1_Thu / 3899	\$282.00	\$282.00		Bank Account
3876	Jan 9, 2015	5_ReceiptStation1_Fri / 3901	\$857.00	\$857.00		Bank Account
3877	Jan 12, 2015	11_Payson_Mon / 3902	\$122.00	\$122.00		Bank Account
3878	Jan 12, 2015	1_ReceiptStation1_Mon / 3903	\$534.00	\$534.00		Bank Account
3879	Jan 13, 2015	12_Payson_Tue / 3904	\$216.00	\$216.00		Bank Account
3880	Jan 13, 2015	2_ReceiptStation1_Tue / 3905	\$1,568.60	\$1,568.60		Bank Account
3881	Jan 14, 2015	13_Payson_Wed / 3907	\$98.00	\$98.00		Bank Account
3882	Jan 14, 2015	3_ReceiptStation1_Wed / 3906	\$598.00	\$598.00		Bank Account
3883	Jan 15, 2015	14_Payson_Thu / 3908	\$79.00	\$79.00		Bank Account
3884	Jan 15, 2015	4_ReceiptStation1_Thu / 3909	\$669.00	\$669.00		Bank Account
3885	Jan 16, 2015	15_Payson_Fri / 3910	\$168.00	\$168.00		Bank Account
3886	Jan 16, 2015	5_ReceiptStation1_Fri / 3911	\$702.00	\$702.00		Bank Account
3887	Jan 20, 2015	12_Payson_Tue / 3913	\$53.00	\$53.00		Bank Account
3888	Jan 9, 2015	15_Payson_Fri / 3900	\$214.00	\$214.00		Bank Account
3889	Jan 20, 2015	2_ReceiptStation1_Tue / 3912	\$1,085.00	\$1,085.00		Bank Account
3890	Jan 21, 2015	3_ReceiptStation1_Wed / 3914	\$241.00	\$241.00		Bank Account
3891	Jan 22, 2015	14_Payson_Thu / 3916	\$629.00	\$629.00		Bank Account
3892	Jan 22, 2015	4_ReceiptStation1_Thu / 3915	\$407.00	\$407.00		Bank Account
3893	Jan 23, 2015	5_ReceiptStation1_Fri / 3917	\$658.00	\$658.00		Bank Account
3894	Jan 26, 2015	11_Payson_Mon / 3919	\$438.00	\$438.00		Bank Account
3895	Jan 26, 2015	1_ReceiptStation1_Mon / 3918	\$1,231.35	\$1,231.35		Bank Account
3896	Jan 27, 2015	2_ReceiptStation1_Tue / 3920	\$584.00	\$584.00		Bank Account
3897	Jan 28, 2015	13_Payson_Wed / 3922	\$372.00	\$372.00		Bank Account
3898	Jan 28, 2015	3_ReceiptStation1_Wed / 3921	\$724.80	\$724.80		Bank Account
3899	Jan 29, 2015	4_ReceiptStation1_Thu / 3923	\$718.00	\$718.00		Bank Account
3900	Jan 30, 2015	5_ReceiptStation1_Fri / 3924	\$870.00	\$870.00		Bank Account
3901	Jan 30, 2015	15_Payson_Fri / 3925	\$460.00	\$460.00		Bank Account
3922	Jan 30, 2015	previousday / 3943	\$72.00	\$72.00		Bank Account
3929	Jan 30, 2015	previousday / 3954	\$160.00	\$160.00		Bank Account

Total	\$17,776.70	\$17,776.70
Non-Deposit Total	(\$10,848.40)	(\$10,848.40)
Deposit Total	\$6,928.30	\$6,928.30
Total Till Over/Short		\$0.00

GILA COUNTY RECORDER

Report for January 2015

SECTION I		CREDIT	DEBIT	TOTAL
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$4,004.00	\$0.00	\$4,004.00
	PAID OUT OF SUSPENSE ACCT	\$0.00	\$6,844.40	\$6,844.40
	RECORDING FEES	\$7,476.40	\$0.00	\$7,476.40
	REFUNDS- EXCESS FEES	\$0.00		\$0.00
	INTEREST PD TO ACCT	\$0.60	\$0.00	\$0.60
Staled Checks		\$0.00	\$0.00	\$0.00
TOTAL 1005 FUNDS		\$11,481.00	\$6,844.40	\$4,636.60
SECTION II				
	7145 FUND (RECORDER)	\$3,632.00	\$0.00	\$3,632.00
	7146 FUND (MINING - 80% STATE TREAS)	\$4.00	\$4.00	\$0.00
	7146 FUND (MINING - 20% RECORDER)	\$1.00	\$0.00	\$1.00
	7147 FUND (COMPUTER SVCS)	\$2,659.30	\$0.00	\$2,659.30
TOTAL SEC II FUNDS		\$6,296.30	\$4.00	\$6,292.30
COMBINED TOTALS - TOTAL FEES COLLECTED		\$17,777.30	\$6,848.40	\$10,928.90

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	1,027	3,632.00	4,636.60	2,659.30	1.00	10,928.90
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
Total	7,135	26,079	64,709.67	63,512.42	35.00	154,336.34
Fiscal Year All Monies		154,336.34				

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)	\$2.00	\$0.00	(\$46.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$30.77)	\$8.00	\$0.00	(\$22.77)
ADOT	AZ DEPT OF TRANS	(\$260.00)	\$0.00	\$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 & AMP RETRIEVAL SVCS	(\$126.00)	\$13.00	\$0.00	(\$113.00)
AWC	ARIZONA WATER COMPANY	(\$189.00)	\$0.00	\$0.00	(\$189.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(\$1,537.60)	\$46.80	\$0.00	(\$1,490.80)
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	(\$1.00)	\$0.00	\$0.00	(\$1.00)
DS	DATA SERVICES	(\$1,000.00)	\$0.00	\$0.00	(\$1,000.00)
EPN	eRecording Partners Network	(\$1,000.00)	\$19.00	(\$19.00)	(\$1,000.00)
EQUIT	EQUITY SERVICES	(\$122.00)	\$1.00	\$0.00	(\$121.00)
EXCEL	EXCEL DOCUMENT SERVICES	(\$25.00)	\$0.00	\$0.00	(\$25.00)
FARES	CORELOGIC	(\$486.40)	\$190.00	\$0.00	(\$296.40)
FATM	FIRST AMERICAN MICROFICHE	(\$1,657.80)	\$258.60	\$0.00	(\$1,399.20)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$549.00)	\$0.00	\$0.00	(\$549.00)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(\$1,123.20)	\$190.00	\$0.00	(\$933.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$164.50	\$0.00	\$0.00	\$164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$56.00)	\$0.00	\$0.00	(\$56.00)
IMAPP	IMAPP , INC	(\$53.40)	\$0.00	\$0.00	(\$53.40)
INDECOMM	INDECOMM	(\$1,000.00)	\$116.00	(\$116.00)	(\$1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(\$20.00)	\$2.00	\$0.00	(\$18.00)
Ingeo	Ingeo - eRecording	(\$1,055.00)	\$513.00	(\$513.00)	(\$1,055.00)
IRS	INTERNAL REVENUE SERVICE	(\$82.00)	\$88.00	(\$88.00)	(\$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)	\$126.00	(\$117.00)	(\$982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$5,946.00)	\$175.00	\$0.00	(\$5,771.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$4,865.00)	\$1,942.00	\$0.00	(\$2,923.00)
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-
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 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)	\$3.00	\$0.00	(\$194.00)
RUI	RESEARCH UNLIMITED INC	(\$88.00)	\$0.00	\$0.00	(\$88.00)
simplifile	Simplifile - eRecording	(\$1,089.00)	\$3,151.00	(\$3,151.00)	(\$1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,100.20)	\$0.00	\$0.00	(\$1,100.20)
TD	Timely Documents	(\$100.00)	\$0.00	\$0.00	(\$100.00)
Totals		(\$29,223.37)	\$6,844.40	(\$4,004.00)	(\$26,382.97)



ARIZONA STATE TREASURER'S OFFICE
 1700 West Washington, Phoenix, Arizona 85007-2812
 (602) 604-7800 FAX: (602) 542-7176

STATE REMITTANCE REPORT

Report Period: January 2015
 Date: 03 / 04 / 2015
 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>	<u>DESCRIPTION</u>	<u>STATUTE (ARS #)</u>	<u>AMOUNT</u>
FINES & FEES			FINES & FEES (continued)		
Confidential Inter Fund	08-135; 12-284.03A8	_____	DUI, OUI Assessment	5-395.01; 5-396, 7; 28-1381-3;	_____
Juvenile Family Counseling	08-263C	_____	(public safety equip fund)	28-8284, 6-8; 14-1723	_____
Victim's Rights - Juvenile	08-418; 41-191.08	_____	FARE General Services Fee		_____
AHCCCS	11-292	_____	FARE Delinquent Fee		_____
JCEF-Filing Fees	12-284.03A7; 22-281C1;	_____	FARE Special Collections Fee		_____
	22-404C1	_____	FARE Installment Fee		_____
JCEF - Time Payment	12-116B	_____	Constable Ethics Fund	11-445 (80%)	_____
JCEF - Diversion Fee	12-114	_____	Constable Ethics Fund	11-445 (20%)	_____
JCEF- Probation Assessment	12-114.01	_____	Photo Enforcement Fee	41-1722	_____
DNA Penalty Assessment	12-116.01C, J	_____	Photo Enforcement Process Serving Fee		_____
Domestic Violence	12-284.03A2	_____			
Drug Prevention Res Center	12-284.03; 41-2402H	_____			
Child Abuse	12-284.03A3	_____	OTHER FINES & FEES (describe and indicate ARS #)		
Sex Offender Assessment	13-3824	_____	_____	_____	_____
Anti-Racketeering Fund	13-811B; 13-2314.01	_____			
Drug & Gang Enforce Acct	13-811C; 41-2402	_____			
Community Punishment		_____	TAXES		
Program Drug Fines	13-821; 12-299	_____	Prior Year Real Property	42-208	_____
Citizens Clean Election Fund	16-949D; 16-954C	_____	Personal Property	42-208	_____
Game & Fish - Wildlife	17-313A	_____	County Education District	15-991.01A	_____
AZ Lengthy Trial Fund	21-222	_____	Property-Min School Tax	15-992B, C	_____
Alternative Dispute	22-281C2; 12-135;	_____	State Water Banking	48-3715.03; 45-2425	_____
Resolution Fund	12-284.03A5	_____	C.A.W.C.D.	48-3715	_____
Mining Fees	27-208D	<u>4.00</u>	Groundwater Replenishment	48-3773.A3; 48-3772	_____
Child Passenger Restraint	28-907C	_____			
DPS - Civil Penalty	28-2533C; 28-4139	_____	OTHER TAXES (describe and indicate ARS #)		
DUI Abatement Fund	28-1304; 28-1382, 3	_____	_____	_____	_____
Civil Penalties (Gen. Fund)	28-737; 28-876; 28-2416;	_____			
	32-1166	_____	90/10 REVENUE		
AZ Highway Fines (HURF)	28-5438F; 28-2533C	_____	Mobile Home Relocation	33-1476.03 (90%)	_____
Victim Comp/Assistance	31-411F; 31-466B	_____	Mobile Home/Ins. & Cost	33-1476.03 (10%)	_____
Registrar of Contractors	32-1107; 32-1124	_____			
MSEF Penalty Assessment	36-2219.01; 12-116.02F	_____	TOTAL AMOUNT REMITTED:		
CJEF Penalty Assessment	41-2401; 12-116.01	_____	By Check	_____	_____
Arson Detection Reward Fund	41-2167	_____	By Cr Advice (Wire)	_____	_____
FTG Penalty Assessment 7%	41-2421J; 12-116.01B	_____			
Prison Const & Ops Fund	41-1651; 5-395.01A4	_____	TOTAL		<u>4.00</u>
Dept of Law - Crim. Cases	41-2421E4	_____			
GIITEM	41-1724; 11-1051	_____			

NOTES:

Certain funds are required to be remitted to the State Treasurer directly, while others are to be remitted to other entities; i.e., county treasurer, city treasurer, etc. Only use this form to remit funds to the Arizona State Treasurer as required by Arizona Revised Statutes (A.R.S.). For all other remittances, please check with your city or county. Form TRE 102A is to be used by counties for required detailed information. Please keep a copy of this report for your records.

FOR STATE TREASURER USE ONLY

ARF-3070

Consent Agenda Item

5. K.

Regular BOS Meeting

Meeting Date: 04/07/2015

Reporting Period: February 2015

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 February 2015

Suggested Motion

Acknowledgment of the February 2015 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

Payson Regional Constable's Office Monthly Report for February 2015

Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

February 2015 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

March 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 **February, 2015**, the Payson Regional Constable's Office:

- ◆ Received a total of **88** papers for service
- ◆ Drove a total of **913** miles
- ◆ Collected a total of **\$865.40** as follows:

• Check Total	\$455.00
• Cash Total	<u>\$410.40</u>
• Total Deposited	\$865.40
• Combat Cartridge, ammo purchase	(\$371.35)
• Arizona Constables Association membership	(\$190.00)
• Lia Koeckes, refund overpayment	(\$40.00)
• Less Writ Fee (1 @ \$5.00/each) Collected (Check #2386/Treasurer's Receipt #98409)	<u>(\$ 5.00)</u>
• Paid to General Fund (Check #2387/Treasurer's Receipt #98410)	\$259.05
• 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	 <u>\$1,134.05</u>

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	113	1,828	\$831.00	\$875.00	\$1,706.00
FEBRUARY	88	913	\$865.40	\$875.00	\$1,740.40
MARCH					
APRIL					
MAY					
JUNE					
YEAR TOTAL:	1,146	9,580	\$10,883.20	\$7,000.00	\$17,883.20



Payson Regional Constable's Office

Cash Received Report, by Name

<u>Name</u>	<u>Process #</u>	<u>Received</u>	<u>Receipt #</u>	<u>Amount Received</u>
Borges and Company LLC,	1502PR040	02/17/15	443	40.00

				40.00
Canal Senior Apartments,	1502PR014	02/06/15	428	16.00
	1502PR014	02/06/15	429	32.00

				48.00
Cirac, Barbara Jean	1502PR048	02/19/15	446	48.00

				48.00
Gard, Bernard Eugne	1502PR047	02/18/15	444	58.40

				58.40
JJL Process Corp,	1502PR019	02/09/15	425	64.00
	1502PR020	02/09/15	426	69.00

				133.00
Koeckes, Lia M	1502PR070	02/26/15	452	80.00

				80.00
Koglmeier Law Group PLC,	1502PR003	02/03/15	423	48.00

				48.00
Myers, Robert	1502PR039	02/17/15	442	48.00

				48.00
Oak Park Partners,	1502PR012	02/06/15	431	48.00

				48.00
Olsen, Theodore	1502PR013	02/06/15	430	40.00

				40.00
Prudential Arizona Realty,	1502PR029	02/11/15	433	48.00

				48.00
R John Lee Attorney at Law,	1502PR071	02/26/15	451	56.00

				56.00
Sandoval, Michele Diana	1502PR067	02/26/15	450	40.00

				40.00
Smith, Loren Bernard	1502PR015	02/06/15	427	40.00

				40.00
Stratton, Garry Nelson	1502PR007	02/04/15	432	40.00

				40.00
Williams,Zinman & Parham P.C.,	1502PR037	02/12/15	436	48.00
	1501PR067	02/12/15	437	2.00

				50.00

	Total Cash			865.40
	Received:			

Report Includes:

All transaction dates between `02/01/15` and `02/28/15`, All received by persons, All courts, All agencies matching `PRCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`



Payson Regional Constable's Office

Process Status Report, by Process Type

<u>Process Description</u>	<u>Total</u>	<u>Active</u>		<u>Served</u>		<u>Retd/Unsrvd</u>	
Child Custody Packet	2	0	0.00	2	100.00	0	0.00
Criminal Subpoena	37	5	13.51	27	72.97	5	13.51
Civil Summons	1	0	0.00	1	100.00	0	0.00
Five Day Notice	1	0	0.00	1	100.00	0	0.00
Injunction Against Harassment	3	0	0.00	3	100.00	0	0.00
Notice and Summons	1	0	0.00	1	100.00	0	0.00
Notice to Appear; Petition	10	0	0.00	10	100.00	0	0.00
Order of Protection	11	0	0.00	11	100.00	0	0.00
Order to Appear	1	0	0.00	1	100.00	0	0.00
Summons Forcible Detainer	8	0	0.00	8	100.00	0	0.00
Criminal Summons	12	2	16.67	7	58.33	3	25.00
Writ of Garnishment Earnings	1	0	0.00	1	100.00	0	0.00
Totals	88	7	7.95	73	82.95	8	9.09

Report Includes:

All receive dates between `00:00:00 02/01/15` and `23:59:59 02/28/15`, 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: Antonides, Linda S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
807 S WESTERLY RD; unit 117, Payson	White, C	Linda Sue Antonides	YES
Time/Date: 15:29:00 02/06/15			

To Be Served: Asmundson, Nicole J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
400 W MAIN ST, Payson	White, C		NO
Time/Date: 15:40:00 02/06/15			
103 W ALPINE CIR, Payson	White, C		NO
Time/Date: 15:53:00 02/06/15			
119 E PINE ST, Payson	White, C		NO
Time/Date: 10:38:00 02/09/15			
1009 S BEELINE HWY; CIRCLE K, Payson	White, C	Nicole Jaqueline Asmundson	YES
Time/Date: 10:47:00 02/09/15			

To Be Served: Bingham, Jerry

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
403 E RANCHO RD; unit B, Payson	White, C		NO
Time/Date: 10:30:00 02/02/15			
403 E RANCHO RD; unit B, Payson	White, C	Jerry Bingham	YES
Time/Date: 14:00:00 02/05/15			

To Be Served: Blake, Joel M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
611 Granite Dells, Payson	White, C	Joel Michael Blake	YES
Time/Date: 16:54:00 02/04/15			

To Be Served: Bogatko, Nick

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

303 N Beeline Highway, Payson White, C PPD Clipboard YES
Time/Date: 10:30:00 02/20/15

To Be Served: Bowens, Jessica C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C	Jessica Bowens	YES

Time/Date: 15:35:00 02/13/15

To Be Served: Brooner, Rusty L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
209 S Ponderosa #13, Payson	White, C	Rusty Lee Brooner	YES

Time/Date: 12:53:00 02/03/15

To Be Served: Bryon, Michael

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
918 S PONDEROSA ST; unit B, Payson	White, C	Posted & Mailed	YES

Time/Date: 18:02:00 02/19/15

To Be Served: Chagolla, Robert

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	White, C	GCSO Clipboard	YES

Time/Date: 12:18:00 02/02/15

To Be Served: Cheney, Doris

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
305 W SADDLE LN, Payson	White, C		NO

Time/Date: 15:26:00 02/11/15

305 W SADDLE LN, Payson	White, C		NO
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Time/Date: 15:28:00 02/11/15

714 S BEELINE HWY, Payson	White, C	Doris Cheney	YES
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Time/Date: 14:42:00 02/13/15

To Be Served: Chevalier, Deborah L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
513 W FRONTIER ST; unit B, Payson	White, C		NO
Time/Date: 09:50:00 02/26/15			
513 W FRONTIER ST; unit 2, Payson	White, C		NO
Time/Date: 09:53:00 02/26/15			
103 W ALPINE CIR, Payson	White, C		NO
Time/Date: 09:58:00 02/26/15			
103 W ALPINE CIR, Payson	White, C	Deborah Lynn Chevalier	YES
Time/Date: 10:10:00 02/26/15			
To Be Served: Cristenson, Amber E.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
16557 N Hwy 87; unit 7, Payson	White, C	Posted & Mailed	YES
Time/Date: 10:43:00 02/19/15			
To Be Served: Dicus, Justin M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
100 E STHY 260; CARLS JR, Payson	Dirks, B C	Justin Martin Dicus	YES
Time/Date: 17:50:00 02/27/15			
To Be Served: Doss, Bobbi A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
308 E Airline Blvd, Payson	White, C		NO
Time/Date: 15:53:00 02/13/15			
308 E Airline Blvd, Payson	White, C		NO
Time/Date: 09:34:00 02/17/15			
308 E Airline Blvd, Payson	White, C		NO
Time/Date: 14:59:00 02/17/15			
80 S WALTERS LN, Star Valley	White, C	Bobbi Doss	YES
Time/Date: 11:51:00 02/19/15			
To Be Served: Engler, Donald B.			
<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: 10:30:00 02/20/15			
To Be Served: Esra, Joel E.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
205 N. Manzanita Dr, Payson	White, C	Joel Esra	YES
Time/Date: 11:20:00 02/23/15			
To Be Served: Figueroa, Ever			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
612 W COLT CIR, Payson	White, C		NO
Time/Date: 15:57:00 02/12/15			
612 W COLT CIR, Payson	White, C		NO
Time/Date: 14:34:00 02/13/15			
612 W COLT CIR, Payson	White, C		NO
Time/Date: 12:48:00 02/20/15			
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C	Desiree Ann Krieger	YES
Time/Date: 09:36:00 02/23/15			
To Be Served: Fisher, Anna			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
200 S Old Highway 188; unit 22, Tonto Basin	White, C		NO
Time/Date: 10:07:00 02/12/15			
601 W ST MORITZ DR, Payson	White, C		NO
Time/Date: 11:53:00 02/12/15			
200 S Old Highway 188; unit 22, Tonto Basin	White, C		NO
Time/Date: 14:34:00 02/13/15			
200 S Old Highway 188; unit 22, Tonto Basin	White, C		NO
Time/Date: 16:29:00 02/18/15			
121 S TONTO ST; unit 33, Payson	White, C	Anna Fisher	YES

Time/Date: 16:01:00 02/20/15

To Be Served: Fitch, Chamberlain B.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
815 W JOHNSON BLVD, Payson	White, C	Chamberlain Fitch	YES

Time/Date: 11:42:00 02/13/15

To Be Served: Glinzak, Jason R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
808 East Wagon Wheel Circle, Payson	White, C	Jason Ryan Glinzak	YES

Time/Date: 16:52:00 02/20/15

To Be Served: Graham, Linda

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N COLCORD RD, Payson	White, C	DPS Clipboard	YES

Time/Date: 10:40:00 02/20/15

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C		NO

Time/Date: 15:26:00 02/11/15

[REDACTED]	White, C		NO
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Time/Date: 15:28:00 02/11/15

[REDACTED]	White, C	Doris Cheney	YES
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Time/Date: 14:42:00 02/13/15

To Be Served: Hall, Roxanne L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 N BEELINE HWY; WALMART, Payson	White, C	Roxanne Hall	YES

Time/Date: 09:45:00 02/10/15

To Be Served: Hanna, Andrew

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
218 E AERO DR; unit 6, Payson	White, C		NO

Time/Date: 15:29:00 02/20/15

218 E AERO DR; unit 6, Payson

White, C

NO

Time/Date: 15:53:00 02/20/15

218 E AERO DR; unit 6, Payson

White, C

NO

Time/Date: 13:06:00 02/24/15

To Be Served: Hellsgate Fire Department

Service Attempt

Attempted By

Served On

Svd?

80 S Walters Ln, Star Valley

White, C

Angela Lecher

YES

Time/Date: 15:04:00 02/11/15

To Be Served: Hill, Bradley J.

Service Attempt

Attempted By

Served On

Svd?

Seven Ranch Road, Tonto Basin

White, C

NO

Time/Date: 15:30:00 02/25/15

MIMOSA & FOREST, Tonto Basin

White, C

NO

Time/Date: 16:00:00 02/25/15

Ewing Ranch Road, Tonto Basin

White, C

NO

Time/Date: 16:05:00 02/25/15

46415 N AZ HIGHWAY 188, Tonto Basin

White, C

Bradley Hill

YES

Time/Date: 16:16:00 02/25/15

To Be Served: Hill, Casey A.

Service Attempt

Attempted By

Served On

Svd?

201 S Ponderosa, Payson

White, C

Posted

YES

Time/Date: 11:13:00 02/12/15

To Be Served: Hinton, James B.

Service Attempt

Attempted By

Served On

Svd?

306 S COLCORD RD, Payson

White, C

James Brandon Hinton

YES

Time/Date: 11:00:00 02/12/15

To Be Served: Hughes, Tatum N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
109 E Garrels #B, Star Valley	White, C	Tatum Nicole Hughes	YES
Time/Date: 10:19:00 02/02/15			
To Be Served: Kendall, Benjamin			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
329 N MCLANE RD; FOREST HILLS; unit 6, Payson	White, C		NO
Time/Date: 15:00:00 02/20/15			
329 N MCLANE RD; FOREST HILLS; unit 6, Payson	White, C		NO
Time/Date: 15:13:00 02/20/15			
329 N McLane Rd #B, Payson	White, C		NO
Time/Date: 15:17:00 02/20/15			
329 N McLane Rd #B, Payson	White, C	Benhamin Kendall	YES
Time/Date: 10:06:00 02/23/15			
To Be Served: Koeckes, Tommy J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
609 S COLCORD RD; unit 39, Payson	White, C	Tommy Jacques Koeckes	YES
Time/Date: 16:40:00 02/09/15			
609 S COLCORD RD; unit 39, Payson	White, C		NO
Time/Date: 14:04:00 02/26/15			
922 W WAGON TRL, Payson	White, C		NO
Time/Date: 14:13:00 02/26/15			
GREEN VALLEY PARK LOOP, Payson	White, C		NO
Time/Date: 14:26:00 02/26/15			
609 S COLCORD RD; unit 39, Payson	White, C	Tommy Jacwues Koeckes	YES
Time/Date: 15:26:00 02/26/15			
To Be Served: LaBonte, Cole			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	White, C	GCSO Clipboard	YES

Time/Date: 12:04:00 02/12/15

To Be Served: Larson, Mark S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
101 N Pinecrest Road, Payson	White, C	Mark Steven Larson	YES

Time/Date: 17:24:00 02/20/15

To Be Served: Lauer, Beth I.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 E MCKAMEY ST, Payson	White, C		NO

Time/Date: 15:45:00 02/20/15

600 S PONDEROSA ST; unit A, Payson	White, C		NO
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Time/Date: 15:48:00 02/20/15

600 S PONDEROSA ST; unit A, Payson	White, C	Beth Irene Lauer	YES
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Time/Date: 16:04:00 02/23/15

To Be Served: Lee, Jacob

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES

Time/Date: 10:30:00 02/20/15

303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
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Time/Date: 10:30:00 02/20/15

To Be Served: Lill, Shannon L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
203 S GRANITE DR, Payson	White, C		NO

Time/Date: 14:22:00 02/23/15

To Be Served: Lombardo, Christopher S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
206 W MAIN ST; Unit 2, Payson	John France	Chris Lombardo	YES

Time/Date: 19:15:00 02/14/15

To Be Served: Marquez, Beatrice

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
126 E MAIN ST; unit B, Payson Time/Date: 13:59:00 02/26/15	White, C	Beatrice Marquez	YES
To Be Served: [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Time/Date: 15:50:00 02/09/15	White, C	Maura Mastin	YES
To Be Served: Mastin, Maura J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2005 N Murchinson Circle, Payson Time/Date: 15:50:00 02/09/15	White, C	Maura Jeanne Mastin	YES
To Be Served: McClure, Jeff A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W. Main, Payson Time/Date: 17:30:00 02/19/15	White, C	GCSO Clipboard	YES
To Be Served: McKim, Miranda I.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1123 N TYROLEAN DR, Payson Time/Date: 11:23:00 02/09/15	White, C		NO
111 E STHY 260, Payson Time/Date: 11:51:00 02/09/15	White, C	Miranda Irene McKim	YES
To Be Served: Medina, Justin R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1003 Geneva Cir, Payson Time/Date: 13:36:00 02/23/15	White, C		NO
1003 Geneva Cir, Payson Time/Date: 15:56:00 02/23/15	White, C		NO
1003 Geneva Cir, Payson	White, C		NO

Time/Date: 13:06:00 02/24/15

To Be Served: Melchisedech, Timothy J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
101 E BUCKBOARD TRL, Payson	White, C		NO

Time/Date: 15:30:00 02/02/15

2085 Pinewood Drive, Overgaard		Timothy Melchisedech	YES
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Time/Date: 09:45:00 02/04/15

To Be Served: Morrell, Whitney J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1305 W Stirrup Way, Payson	White, C		NO

Time/Date: 14:39:00 02/23/15

To Be Served: Newell, Melvin H.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	White, C	Melvin Howard Newell	YES

Time/Date: 16:42:00 02/12/15

To Be Served: Nichols, Eric S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
962 W Oxbow Trail #A, Payson	White, C	Posted on Door & Mailed	YES

Time/Date: 11:56:00 02/17/15

To Be Served: Norton, Christopher L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
500 S Mariposa St, Payson	White, C	Rose Ann Norton	YES

Time/Date: 14:16:00 02/23/15

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: 11:27:00 02/12/15

201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
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Time/Date: 10:40:00 02/20/15

To Be Served: Perry, Benjamin C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
149 W COFFEY PL, Payson	White, C	Desiree Ann Krieger	YES

Time/Date: 09:36:00 02/23/15

To Be Served: Ramirez, Mercedes N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
607 S Colcord Rd #A, Payson	White, C		NO

Time/Date: 16:04:00 02/13/15

607 S Colcord Rd #A, Payson	White, C		NO
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Time/Date: 16:05:00 02/13/15

607 S Colcord Rd #A, Payson	White, C	Bernadette D Ramirez	YES
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Time/Date: 16:11:00 02/13/15

To Be Served: Ray, John M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8157 W DEAD EYE RD, Payson	White, C		NO

Time/Date: 15:00:00 02/12/15

8157 W DEAD EYE RD, Payson	White, C		NO
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Time/Date: 15:11:00 02/12/15

8157 W DEAD EYE RD, Payson	White, C		NO
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Time/Date: 15:45:00 02/12/15

8157 W DEAD EYE RD, Payson	White, C		NO
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Time/Date: 16:00:00 02/12/15

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C		NO

Time/Date: 11:20:00 02/09/15

[REDACTED]	White, C	Miranda McKim	YES
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Time/Date: 11:51:00 02/09/15

To Be Served: Romo, Ernesto

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1107 S MCLANE RD, Payson Time/Date: 11:36:00 02/07/15	Todd, Travis		NO
1107 S MCLANE RD, Payson Time/Date: 08:00:00 02/08/15	Dirks, B C		NO
409 S Ponderosa St, Payson Time/Date: 08:15:00 02/08/15	Dirks, B C		NO
1107 S MCLANE RD, Payson Time/Date: 13:12:00 02/10/15	Dirks, B C		NO
1107 S MCLANE RD, Payson Time/Date: 11:20:00 02/11/15	White, C		NO
1107 S MCLANE RD, Payson Time/Date: 11:25:00 02/11/15	White, C		NO
8158 W BARRANCA RD, Payson Time/Date: 11:42:00 02/11/15	White, C		NO
8158 W BARRANCA RD, Payson Time/Date: 11:52:00 02/11/15	White, C	Ernesto Romo	YES

To Be Served: Rosell, Edward F.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
218 W AERO DR, Payson Time/Date: 16:32:00 02/04/15	White, C		NO
218 W AERO DR, Payson Time/Date: 16:34:00 02/04/15	White, C		NO
218 W AERO DR, Payson Time/Date: 16:45:00 02/04/15	White, C		NO
218 W AERO DR, Payson Time/Date: 10:13:00 02/06/15	White, C		NO
218 W AERO DR, Payson Time/Date: 10:04:00 02/09/15	White, C	Edward Fredrick Rosell	YES

To Be Served: Schmidt, Robert T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
301 E McKamey St, Payson	White, C		NO
Time/Date: 09:38:00 02/05/15			
301 E McKamey St, Payson	White, C		NO
Time/Date: 09:46:00 02/05/15			
301 E McKamey St, Payson	White, C		NO
Time/Date: 09:58:00 02/05/15			
301 E McKamey St, Payson	White, C	Robert Schmidt	YES
Time/Date: 15:17:00 02/06/15			

To Be Served: Scott, Daniel E. Jr

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
810 E Park Dr, Payson	White, C		NO
Time/Date: 10:46:00 02/25/15			
714 S BEELINE HWY, Payson	White, C	Daniel Scott Jr	YES
Time/Date: 13:36:00 02/25/15			

To Be Served: Scully, Tami J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1003 N Bern Cr, Payson	White, C		NO
Time/Date: 14:01:00 02/23/15			
1003 N Bern Cr, Payson	White, C		NO
Time/Date: 09:00:00 02/25/15			

To Be Served: Sheldahl, Nicholas A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
110 W Airport Road #23, Payson	White, C	Nicholas Sheldahl	YES
Time/Date: 11:00:00 02/25/15			

To Be Served: Skwartz, Ron

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N COLCORD RD, Payson	White, C	DPS Clipboard	YES

Time/Date: 10:40:00 02/20/15

To Be Served: Torres-Chairez, Avdiel

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
808 N MATTERHORN RD, Payson	White, C	Juan Manuel Gonzales	YES

Time/Date: 13:48:00 02/23/15

To Be Served: Trotter, Tijuana T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
107 E BONITA ST; unit 18, Payson	White, C		NO

Time/Date: 12:33:00 02/09/15

107 E BONITA ST; unit 18, Payson	White, C		NO
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Time/Date: 12:36:00 02/09/15

107 E BONITA ST; unit 18, Payson	White, C		NO
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Time/Date: 16:03:00 02/09/15

107 E BONITA ST; unit 18, Payson	White, C	Tijuana Tequila Trotter	YES
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Time/Date: 09:29:00 02/10/15

To Be Served: Ulmer, Kristy

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
307 E JUNIPER ST; unit B, Payson	White, C	Ruth Armenda Levine	YES

Time/Date: 18:12:00 02/19/15

To Be Served: Valenzuela, Robert B.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
703 E FRONTIER ST; unit 34, Payson	White, C	Robert Barcelo Valenzuela	YES

Time/Date: 17:10:00 02/12/15

To Be Served: Van Moppes, Maria

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1304 N BEELINE HWY; unit 3, Payson	White, C	Maria Van Moppes	YES

Time/Date: 12:23:00 02/06/15

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: 11:21:00 02/12/15			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 11:21:00 02/12/15			

To Be Served: Zakharov, Nicole M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
207 E AERO DR, Payson	White, C		NO
Time/Date: 09:43:00 02/05/15			
207 E AERO DR, Payson	White, C		NO
Time/Date: 09:45:00 02/05/15			
Homeless, Payson	White, C		NO
Time/Date: 10:42:00 02/05/15			
Homeless, Payson	White, C		NO
Time/Date: 09:47:00 02/10/15			
Homeless, Payson	White, C		NO
Time/Date: 16:29:00 02/13/15			
Homeless, Payson	White, C		NO
Time/Date: 16:40:00 02/13/15			
300 N BEELINE HWY; WALMART, Payson	White, C	Nicole Zakharov	YES
Time/Date: 17:11:00 02/13/15			

To Be Served: Zickefoose, Steven

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N COLCORD RD, Payson	White, C	DPS Clipboard	YES
Time/Date: 10:40:00 02/20/15			

To Be Served: Zimmerman, Matthew J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
Time/Date: 11:21:00 02/12/15			

Report Includes:

All dates between `00:00:00 02/01/15` and `23:59:59 02/28/15`, 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

February 2015

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
2/2	26			
2/3	14			
2/4	34			
2/5	36			
2/6	41			
2/9	54			
2/10	32			
2/11	37			
2/12	105			
2/13	131			
2/17	36			
2/19	55			
2/20	67			
2/23	74			
2/24	39			
2/25	84			
2/26	48			
DAYS	913		0	

**Total Miles Driven By
The Constable's Office**

913

February 2015

**GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA**

DATE 3/5/15

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Constables Ethics, Standards + Training Board writ fees Collected

Account Code	Revenue Description	Amount
T9162061	CESTB - writ fees collected February 2015	500
	1 @ 5 ⁰⁰	
	ck # 2386	
		500

Authorized Signature  Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER 98409

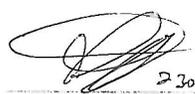
PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2386
91-527/1221 6128
0703680454

DATE 3/5/15

PAY TO THE ORDER OF Gila County Treasurer \$ 5⁰⁰

Five dollars + no/100's DOLLARS

FOR Writ fees - February 

WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com

MP

⑈0000002386⑈ ⑆122105278⑆ 0703680454⑈

ARF-3104

Consent Agenda Item 5. L.

Regular BOS Meeting

Meeting Date: 04/07/2015

Reporting Period: March 3, 2015

Submitted For: Marian Sheppard, Clerk of the Board

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

Information

Subject

March 3, 2015, Board of Supervisors' meeting minutes

Suggested Motion

Approval of the March 3, 2015, Board of Supervisors' meeting minutes.

Attachments

BOS 03-03-15 Meeting Minutes

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: March 3, 2015

MICHAEL A. PASTOR
Chairman

MARIAN E. SHEPPARD
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Laurie J. Kline
Deputy Clerk

JOHN D. MARCANTI
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via telephone); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief; Jacque Griffin, Assistant County Manager/Librarian; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Steve Stratton led the Pledge of Allegiance and Pastor Kelly Wooldridge of the First Assembly of God Church in Payson delivered the invocation.

Item 2 – PRESENTATIONS:

A. Presentation of information on the Resolution Copper Mining Project by Bryan Seppala, Stakeholder Engagement Analyst, and Jim Schneck, Manager of Communities.

Andrew Taplin, Resolution Copper Project Director, stated that Resolution Copper (Resolution) is working with local companies, municipalities, and schools to provide support, some examples of which are: offering tech support for a water system database, \$15,000 to sponsor the robotics program at the Globe High School, and has now been extended to the San Carlos High School. Scholarships of up to \$3,000 are available to qualified students of Globe High School, Miami High School and San Carlos High School. In 2014, Resolution spent approximately \$90,000 in support of local projects such as renovations to the Bullion Plaza Cultural Center and Museum, Globe High School Alumni Association, San Carlos Apache Tribe Basketball Team, and the San Carlos Back-to-School fundraiser, to name a few examples.

Resolution currently has 12 residents of Gila County employed full-time. In 2014, Resolution expended a total of \$1 million in direct wages and benefits for its local employees. The indirect employment provided to local contractors was \$3.5 million.

Mr. Taplin provided highlights and stated that safety is the number one issue of priority, and added that Resolution has had very few injuries over the last several years. The National Defense Authorization Act was passed by the federal government which included 80 pieces of legislation including the Southeast Arizona Land Exchange and Conservation Act (Land Exchange).

Resolution has made a number of improvements with regard to the Land Exchange in response to feedback received from the Native American community, particularly from the San Carlos Apache Tribe members. There are three key improvements which are: the land will only be conveyed to Resolution once a full environmental impact assessment is completed. Resolution has made a commitment to provide ongoing access to the Oak Flat campground for approximately 20 to 30 years before it will become unsafe to access that area due to mining activities, and also to permanently protect approximately 800 acres of Resolution-owned and federally-owned land. The United States Forest Service (Forest Service) has deemed that the 2,500 page Environmental Impact Statement is complete; therefore, the next step will be to begin the National Environmental Policy Act (NEPA) process which will commence during 2015.

Another public opinion survey was conducted in May 2014, and the level of support for development of the project in this region is 85%. After 6 years of development, shaft No. 10 is complete and it is 6,943 feet deep, which is the deepest shaft of its kind in the United States. Resolution is currently in the process of excavation to insert a pump room near the bottom of the shaft and then will be installing pumps to manage water ingress and egress to the shaft. Resolution is continuing the drilling activities of the ore body, which is one of the best undeveloped resources in existence. Thirty million dollars has been spent thus far to re-claim and restore the Magma Mine. In 2015, Resolution will continue to work to progress with project permitting. There are plans to provide outreach opportunities in order to obtain public comment throughout the process. Last year, Resolution held approximately 170 group meetings.

Vice-Chairman Martin expressed her appreciation for the update on Resolution and offered her support.

Supervisor Marcanti inquired as to a timeline for the NEPA process. Mr. Taplin anticipates that the NEPA process will commence at the end of 2015, and it will be completed in approximately 4 to 5 years barring significant opposition.

Chairman Pastor questioned the proposed site to dispose of tailings, which is west of Superior. Mr. Taplin provided a brief explanation as to the process that

was used to determine the location for the dumping of the tailings. The choice of location was to be approximately midway between Superior and Queen Valley, approximately 2 to 3 miles north of U.S. Highway 60.

Chairman Pastor added that Supervisor Marcanti continues to work with the San Carlos Apache Tribal Council in support of the Resolution Copper Mining project. In conclusion, a short video was then shown.

Item 3 – PUBLIC HEARINGS:

A. Information/Discussion/Action to adopt Gila County Ordinance No. 2015-01 establishing a curfew for minors in the unincorporated areas of Gila County.

Don McDaniel, County Manager, highlighted some of the revisions that have been made to the proposed curfew ordinance being presented today since the last time it was reviewed by the Board. Some of the revisions are the days and hours that the curfew will be effective, and clarification was added as to which County departments would be responsible for administering and enforcing the curfew ordinance. The hours of the ordinance are 10:00 p.m. to 6:00 a.m., Sunday through Wednesday, and 12:00 a.m. to 5:00 a.m., Thursday through Saturday. The Sheriff's Office would enforce the curfew ordinance and the Probation Department would administer the programs that are currently in place to follow up with violators of the curfew ordinance. The area of jurisdiction would be unincorporated areas of Gila County, including areas in Gila County which are owned by the U.S. Forest Service, the Bureau of Land Management, and on state-owned land; however, it excludes the incorporated areas of cities and towns, and the Indian Reservations within Gila County.

Chairman Pastor advised that the curfew ordinance has been thoroughly vetted with the County Attorney and Probation Department and he believes the document to be a viable ordinance. Kendall Rhyne, Chief Probation Officer/Superior Court Administrator, added that in order for the Probation Department to enforce the curfew ordinance violators must enroll in the diversion program, which does involve family assessments. Chairman Pastor stated that he has received four emails regarding the curfew ordinance; two who are in favor of the proposed ordinance and two who are opposed.

Vice-Chairman Martin stated that northern Gila County has a different situation because there aren't any scattered communities such as is the case in southern Gila County. The Board held a brief discussion which rendered that Chairman Pastor and Vice-Chairman Martin were in favor of the curfew ordinance contingent on a one-year trial period in order to measure the effectiveness of the ordinance. Supervisor Marcanti stated that he hasn't changed his point of view regarding this item and stated that there are too many laws in place without repetitiously creating another law. He stated that

there are current laws which cover issues that would come up with juveniles and that he is opposed to adopting the curfew ordinance.

Vice-Chairman Martin then stated that she's not sure adopting this ordinance will help the situation.

Chairman Pastor stated that in conversations with other County officials he believes this will give law enforcement another tool to manage juveniles.

Chairman Pastor opened the public hearing.

Sherry Rice, Vice-Chairman of the Copper Basin Safe Kids Chapter of Arizona, encouraged the Board to adopt a curfew ordinance for Gila County.

Jon Cornell of KQSS Radio inquired if the Bureau of Land Management (BLM) is different than sovereign Indian Reservation land and if there is BLM land that is not on Indian Reservation land, to which Chairman Pastor affirmed that he was correct. Mr. Cornell inquired as to the details of the curfew. He added that if juveniles are not breaking any laws, they should not be arrested; however, should a juvenile break the law, they would be dealt with accordingly by law enforcement so he was not in favor of the Board adopting another ordinance to enforce the laws that are currently in place.

Chairman Pastor reiterated that the proposed ordinance would provide the Sheriff's Office with yet another tool to address some of the problems that exist in the community.

Bryan Chambers, Deputy County Attorney/Civil Bureau Chief, addressed Vice-Chairman Martin's suggestion of having the Board adopt this proposed ordinance for just one year to determine if it is achieving the intended results. He stated that the Board's motion could include a specific date to review the ordinance and its performance; however, the ordinance itself could not be adopted to only be in force for a specific period of time. In order for the ordinance to be changed in any way if/once it is adopted, the Board would have to vote to repeal the adopted ordinance.

Vice-Chairman requested feedback from those County officials who were present at the meeting. She wanted to know if this proposed ordinance would be helpful with regard to their day-to-day responsibilities or if they felt current laws/regulations provide sufficient coverage.

Mr. Rhyne replied that the Probation Department is indifferent to the Board's adoption of this proposed ordinance. Research has shown that high juvenile delinquencies occur during daylight hours, right after school and on days when there is no school and not during the hours listed in the ordinance. He stated

that the Probation Department would certainly track the data; however, there will be no juvenile detained for a curfew violation.

Sheriff Adam Shepherd stated there are laws in place to handle juvenile delinquents; however, he doesn't have a strong opinion, either in support or against the proposed ordinance.

Mr. Chambers added that stopping youths who are out after the curfew hours may be useful to law enforcement officers in an effort to discover other illegal activities; however he has no opinion, and stated that this is a Board decision. Ms. Rice added that she doesn't see the harm in adopting the ordinance if its performance can be measured in a year. Vice-Chairman Martin appreciated that this discussion raised the awareness of the issue of juvenile delinquency; however, she believes that this issue may need to be addressed differently. She recommended having further discussion regarding this matter at an upcoming work session.

There being no further comments from the public, Chairman Pastor closed the public hearing and requested a motion. None of the Supervisors offered a motion; therefore, Chairman Pastor addressed the next agenda item.

Item 4 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve a Library Services and Technology Act (LSTA) Grant Application to the Arizona State Library, Archives, and Public Records in the amount of \$18,700 for an Adult Literacy Materials Grant for the period of May 20, 2015, through August 1, 2016.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adjourned as the Gila County Board of Supervisors and convened as the Gila County Library District Board of Directors.

Jacque Griffin, Assistant County Manager/Librarian, stated that if this grant funding is received, it would be used to obtain literacy materials and books to promote adult literacy. It would also enable the County to purchase high interest, low reading level materials for adult citizens of the County that would be interested in getting assistance in this area. Chairman Pastor inquired if this effort was in conjunction with the School Superintendent's Office, to which Ms. Griffin replied that the School Superintendent is a partner in this effort and this grant would allow for the supply of adult learning materials otherwise not provided for citizens throughout the County. She added that the online pass rate for the General Education Development (GED) test has dropped, which substantiates the need to assist adults in Gila County who want to take the GED test online. Supervisor Marcanti inquired if there are enough funds in this grant to use throughout the County. Ms. Griffin stated that it is a good

start toward obtaining a good base level of high interest, low level literacy materials in all of the libraries in the County. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved a Library Services and Technology Act (LSTA) Grant Application to the Arizona State Library, Archives, and Public Records in the amount of \$18,700 for an Adult Literacy Materials Grant for the period of May 20, 2015, through August 1, 2016.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adjourned as the Gila County Library District Board of Directors, and reconvened as the Gila County Board of Supervisors.

B. Information/Discussion/Action to review all bids submitted for Request for Proposals No. 111714 for the purchase of one new or used hydraulic tail equipment trailer; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder.

Jeff Hessenius, Finance Division Director, stated that the Board authorized the advertisement of the Request for Proposals (RFP) to purchase this piece of equipment on January 20, 2015. The request for proposal was then advertised in the Arizona Silver Belt newspaper on January 28, 2015, and February 4, 2015. There were four sealed bids which were received by the deadline and were opened on February 11, 2015. The lowest bid was submitted by Empire Truck & Trailer in the amount of \$75,319.75.

Chairman Pastor inquired if the hydraulic tail equipment trailer would be located in the Copper Region, which is the Globe area, or the Timber Region, which is the Payson area. Mr. Hessenius deferred to Steve Stratton, Public Works Division Director, who stated that the trailer would be located in the Timber Region. Chairman Pastor then inquired if this trailer would be used for both regions to which Mr. Stratton replied that there is a trailer currently located in the Copper Region; therefore, the trailer to be located in the Timber Region would not need to be transported back and forth, thereby increasing productivity. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously awarded a contract for RFP No. 111714 to Empire Truck & Trailer for the purchase of a new hydraulic tail equipment trailer in the amount of \$75,319.75, and authorized the Chairman's signature on the award contract.

C. Information/Discussion/Action to approve Contract No. 013015 with EPS Group to provide civil engineering design for the Copper Administration Building in an amount not to exceed \$49,966.85 without prior written approval of the County.

Mr. Hessenius stated that this item relates to the new Copper Administration Building and arises out of a need for the services of a civil engineer to help with the design of the outside of the property, to include grading, drainage, parking, ADA (Americans with Disabilities Act) compliance requirements, etc. that needs to be addressed from an engineering standpoint. The Public Works Division staff sent out a request for qualifications, reviewed the information received, and selected EPS Group to be the choice provider of this professional service.

Vice-Chairman Martin left the meeting at 11:12 a.m.

Jon Cornell, KQSS asked, "What is the Copper Administration Building?" Chairman Pastor replied that, at present, there are numerous modular buildings situated just south of the Globe Courthouse, which need to be connected to one another. Once completed, the building will be used for additional County office space and it will be referred to as the "Copper Administration Building."

Supervisor Marcanti inquired of Mr. Stratton if the County has staff to work with the civil engineering firm to connect the point of origin of where the fire safety water sprinkler system will be located.

Mr. Stratton explained that the Copper Administration Building project is being completed in segments, and the County will be contracting with an outside company to complete the fire safety water sprinkler system installation. He then provided a brief summary of the various segments of the work to be done on this project and stated that County employed engineers recommended EPS Group to assist with the engineering of the project. Supervisor Marcanti stated that he thought it was a good timeline for completion of the project. Mr. Stratton stated that the timeline for completion of the project was important in making a selection of vendors in order to be aligned with the goal of moving County employees from rented office space into County owned buildings.

Chairman Pastor inquired if moving the County fuel station was included in this segment of the project, to which Mr. Stratton responded that it is not included, and that moving the fuel station will be done in house; however, it does include the parking area for the fuel station. Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board approved Contract No. 013015 with EPS Group to provide civil engineering design for the Copper Administration Building in an amount not to exceed \$49,966.85 without prior written approval of the County.

D. Information/Discussion/Action to authorize the electronic submittal of an Arizona Nutrition Network SNAP-Ed Request for Grant Application (RFGA No. ADHS15-00004836) to the State of Arizona Department of Health Services in the amount of \$201,572 per year for a 3-year period which, if approved, will enable the Health and Emergency Services

Division to implement a policy, systems and environmental change focus to affect positive, healthy behaviors.

Josh Beck, Emergency Management/Public Health Emergency Preparedness Manager, stated that this is a grant that has been in existence for a long time; however, this is the first time the County will not be required to match the amount of the grant funds, if awarded. The County meets all of the requirements to apply for the grant as described above and the grant will allow Gila County to provide services to residents throughout the County. Supervisor Marcanti inquired as to the population that will be served. Mr. Beck stated that the program funding can serve any population in Gila County as long as the target population is more than 50% of being eligible for the free and reduced priced lunch and, by meeting that requirement, the grant would provide for the individuals that serve the students as well. Supervisor Marcanti inquired as to the management of the grant. Mr. Beck replied that, if approved, he would manage the grant program. He added that there will be three employees working under this program and it is his intention for one of them to eventually assume responsibility for managing it. Chairman Pastor inquired if the County would be required to match the funding at the end of the three-year timeframe. Mr. Beck replied that there would not be a match requirement from the County for this grant, and that usually the grant is fully funded every three years. Upon motion by Supervisor Marcanti, seconded by Chairman Pastor the Board authorized the electronic submittal of an Arizona Nutrition Network SNAP-Ed Request for Grant Application (RFGA No. ADHS15-00004836) to the State of Arizona Department of Health Services in the amount of \$201,572 per year for a 3-year period which, if approved, will enable the Health and Emergency Services Division to implement a policy, systems and environmental change focus to affect positive, healthy behaviors.

E. Information/Discussion/Action to sell State-owned tax parcel number 208-03-102B to the City of Globe for \$1.00 as it is a portion of land of which the Globe Active Adult Center is situated; and authorize the Chairman's signature on the Quit Claim Deed.

Don McDaniel, County Manager, stated that the Gila County Assessor's Office is encouraging the City of Globe to combine several small parcels of land into one parcel because the Globe Active Adult Center is situated on various parcels that adjoin one another. The sale of this parcel to the City of Globe would further that effort and it is beneficial to the County to sell it. He added that there is one remaining parcel that the City needs to obtain, which is owned by the Arizona Department of Transportation. Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board authorized the sale of State-owned tax parcel number 208-03-102B to the City of Globe for \$1.00 as it is a portion of land of which the Globe Active Adult Center is situated; and authorized the Chairman's signature on the Quit Claim Deed.

Chairman Pastor announced that Regular Agenda item 4-F would be addressed after remaining agenda items 5 through 7 were addressed by the Board.

Item 5 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval of the Payson Regional Constable's submission of a grant application to the State of Arizona Constable Ethics, Standards & Training Board in the amount of \$4,884.95 to purchase four tasers with holsters, download kits, battery packs and cartridges; accept the grant award in the amount of \$4,884.95; and authorize the Chairman's signature on Grant Award Contract No. CNA15-430.

B. Approval of the Payson Regional Constable's submission of a grant application to the State of Arizona Constable Ethics, Standards & Training Board in the amount of \$2,853.84 to purchase two ballistic vests with carriers; accept the grant award in the amount of \$2,853.84; and authorize the Chairman's signature on Grant Award Contract No. CNA15-431.

C. Acknowledgment of the resignations of Debra Williams, Michael O'Driscoll, John Armer and David Wales from the Gila County Local Emergency Planning Committee (GCLEPC); and the nominations of appointment of Keith Thompson, Gila County Sheriff's Office Lieutenant, as GCLEPC Chairman, and Todd Whitney, Gila County Emergency Services Division Emergency Management/Public Health Emergency Preparedness Planner, as GCLEPC Coordinator effective as of March 3, 2015, and upon approval by the Arizona Emergency Response Commission.

D. Approval of a request by the Phoenix Metro Bicycle Club to use the Courthouse parking area as a rest stop for a bike ride on March 14, 2015.

E. Approval of an Intergovernmental Agreement renewal between Gila County and the Town of Mammoth, whereby the Town of Mammoth Library will continue to be a designated "Access Point" under the Workforce Investment Act for the period of July 1, 2014, through June 30, 2015.

F. Acknowledgment of the January 2015 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

G. Acknowledgment of the January 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.

H. Acknowledgment of the January 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

I. Approval of the January 27, 2015, Board of Supervisors' meeting minutes.

J. Acknowledgment of the Human Resources reports for the weeks of February 3, 2015, February 10, 2015, February 17, 2015, and February 24, 2015.

FEBRUARY 3, 2015

DEPARTURES:

1. Austin Payne – Constituent Services 2 – Temporary Laborer – 01/26/15 – General Fund – DOH 10/20/14
2. Judith Moss – Globe Regional Justice Court – Justice Court Clerk – 01/23/15 – General Fund – DOH 12/11/06
3. Sabil Fitzhugh – Payson Regional Justice Court – Justice Court Clerk Associate – 01/26/15 – General Fund – DOH 02/11/13
4. Wesley Wilson – Public Works – Road Maintenance and Equipment Operator – 04/30/15 – Public Works Fund – DOH 03/26/03
5. Lee Austin Jones – Public Works – Vehicle and Equipment Maintenance Supervisor – 03/19/15 – Public Works Fund – DOH 03/29/93
6. Sally Denny – Clerk of Superior Court – Courtroom Clerk Technician – 01/22/15 – General Fund – DOH 05/12/14

NEW HIRES:

7. Micah Wheeler – Assessor's Office – Property Appraiser 1 – 02/23/15 – General Fund – Replacing Susan Aliprandini
8. Austin Livingood – Public Works – Road Maintenance Worker – 02/09/15 – Public Works Fund – Replacing Larry Perez

TEMPORARY HIRES TO COUNTY SERVICES:

9. Bryan Whitney – Health and Emergency Services – Temporary Public Health Emergency Preparedness Planner – 02/09/15 – Bio Terrorism Program Fund

END PROBATIONARY PERIOD:

10. Morgan Epperson – Community Development – Permit Technician – 02/04/15 – General Fund

OTHER ACTIONS:

11. Leslie Mora – Health and Emergency Services – Community Health Assistant – 06/30/15 – Various Funds – Change in fund codes
12. Sally Denny – Clerk of Superior Court – Courtroom Clerk Technician – 06/30/14 – General Fund - Classification and Compensation grade and salary update

REQUEST TO POST:

13. Health and Emergency Services – Administrative Clerk Senior – Vacated by Carol Tanner
14. Assessor's Office – Chief Deputy Assessor – Vacated by Lisa Romo

15. Public Works – Vehicle and Equipment Maintenance Supervisor – Vacated by Lee Austin Jones
16. Health and Emergency Services – Administrative Clerk Senior

FEBRUARY 10, 2015

DEPARTURES:

1. Austin Livingood – Public Works – Road Maintenance Worker – 02/09/15 – Public Works Fund – DOH 02/09/15
2. Sandra Estrada – Sheriff’s Office – Detention Officer Lieutenant – 02/06/15 – General Fund – DOH 08/26/96
3. Tyler Pearce – Public Works – Automotive Service Worker – 02/03/15 – Public Works Fund – DOH 01/06/14
4. Debora Briseno – Community Services – Career and Employment Specialist – 01/30/15 – Workforce Investment Act (.10)/Workforce Investment Act Programs (.90) – DOH 07/01/13
5. Lynette Hale – Community Services – Temporary WEX Participant – 01/23/15 – Workforce Investment Act Programs Fund – DOH 01/05/15
6. Lexie Nosie – Health and Emergency Services – Community Health Specialist – 02/13/15 – Tobacco Free Environment Fund – DOH 10/16/06
7. Brian Hudson – Health and Emergency Services – Hearing Officer Contractor – 01/29/15 – Health Service Fund – DOH 03/15/12

DEPARTMENTAL TRANSFER

8. Pamela Alvino – Treasurer’s Office – From Accountant – To Accounting Clerk Specialist – 02/15/15 – General Fund – Replacing Tiffiney Sanchez
9. Tiffiney Sanchez – Treasurer’s Office – From Accounting Clerk Specialist – To Accounting Analyst – 02/15/15 – General Fund – Replacing Pamela Alvino

REQUEST TO POST:

10. Globe Regional Justice Court – Justice Court Clerk – Vacated by Judith Moss
11. Globe Regional Justice Court – Justice Court Clerk Senior – Vacated by Mary Mendez
12. Health and Emergency Services – Community Health Specialist – Vacated by Lexie Nosie
13. Community Development – Temporary Senior Planner
14. Public Works – Automotive Service Worker – Vacated by Tyler Pearce
15. Public Works - Road Maintenance and Equipment Operator – Vacated by C. Brent Bailey
16. Public Works – Road Maintenance and Equipment Operator – Vacated by Joel McDaniel
17. Health and Emergency Services – Hearing Officer Contractor – Vacated by Brian Hudson

FEBRUARY 17, 2015

DEPARTURES:

1. Margaret Meares – Sheriff’s Office – 911 Dispatcher – 01/25/15 – General Fund – DOH 01/05/15

2. Caryn Garcia – Recorder’s Office – Recorder’s Clerk – 01/30/15 – General Fund – DOH 12/01/14
3. David Berry – Sheriff’s Office – 911 Dispatcher – 05/31/15 – General Fund – DOH 04/11/11
4. Terri Childers – Sheriff’s Office – Medical Assistant – 02/06/15 – General Fund – DOH 01/20/03

NEW HIRES:

5. Julie Taylor – Recorder’s Office – Recorder’s Clerk – 02/23/15 – General Fund – Replacing Caryn Garcia
6. Debra Williams – Clerk of Superior Court – Associate Jury Commissioner – 02/23/15 – General Fund – Replacing Sylvia Badilla
7. Sabrina Falquez – Probation – Juvenile Detention Officer – 02/23/15 – General Fund – Replacing Marcos Diaz
8. Guadalupe Aldape – Probation – Juvenile Detention Officer – 02/23/15 – General Fund – Replacing Dustin Hawkins
9. Devin Alvarez – Public Works – Building Maintenance Technician – 02/23/15 – Facilities Management Fund – Replacing Alex Cunningham
10. Calley Anderson – County Attorney’s Office – Deputy County Attorney – 03/02/15 – General Fund – Replacing Jessica Oortman

TEMPORARY HIRES

11. Frank Gonzales – Constituent Services 2 – Temporary Laborer – 02/23/15 – General Fund – Replacing Austin Payne

END PROBATIONARY PERIOD:

12. Jonathan Bearup – Superior Court – Deputy Court Administrator – 03/17/15 – General Fund

DEPARTMENTAL TRANSFERS:

13. Jordan Reardon – Sheriff’s Office – From Deputy Sheriff – To Detention Officer – 02/09/15 – General Fund – Replacing Jordan Reardon
14. Marcos Diaz – Probation – From Juvenile Detention Officer – To Surveillance Officer – 02/23/15 – Adult Probation Service Fees (.50)/General(.50) Funds – Replacing Kevin Kittle

REQUEST TO POST:

15. Sheriff’s Office – 911 System Coordinator – Vacated by Stacey Bryant

FEBRUARY 24, 2015

DEPARTURES:

1. Adrian Marks – Community Services – Housing Rehabilitation Specialist – 02/17/15 – Housing Fund – DOH 06/23/14

NEW HIRES:

2. Marci Lantz – Probation – Juvenile Detention Officer – 03/02/15 – General Fund – Replacing Brian Martin

REQUEST TO POST:

3. Treasurer’s Office – Temporary Treasurer Services Assistant – Vacated by Virginia Mounce

K. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of February 1, 2015, to February 6, 2015; and February 9, 2015 to February 13, 2015.

L. Approval of finance reports/demands/transfers for the weeks of February 24, 2015, and March 3, 2015.

February 24, 2015

\$547,389.03 was disbursed for County expenses by check numbers 268364 through 268496.

March 3, 2015

\$1,863,555.96 was disbursed for County expenses by check numbers 268497 through 268659. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board unanimously approved Consent Agenda action items 5-A through 5-L.

Item 6 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

Sheriff Adam Shepherd stated that he was raising awareness regarding a new program available to the public this week which is a sex offender registration site located on the Gila County web site, Sheriff's Office tab. He then demonstrated on the overhead projector how to navigate to the new site.

Item 7 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, Board voted to go into executive session to address item 4-F at 11:36 a.m.

F. Move to go into executive session pursuant to A.R.S. § 38-431.03(A) (3) and 38-431.03(A) (4) in order to receive legal advice from its attorney regarding a Complaint from Carson Construction (CV 201500006) regarding the Pine Creek Canyon Road Construction Project and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation. Then, after executive session has concluded move to direct the County Attorney's Office to proceed as directed in executive session

Chairman Pastor reconvened the meeting at 12:13 p.m. and asked for a motion on agenda item 4-F.

Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board unanimously voted to proceed with the direction provided by the County Attorney's Office in the Executive Session with regard to the complaint from Carson Construction, (CV 201500006 regarding the Pine Creek Canyon construction project.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 12:15 p.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-3073

Consent Agenda Item

5. M.

Regular BOS Meeting

Meeting Date: 04/07/2015

Reporting Period: March 6, 2015; and March 13, 2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 03-6-15; and 3-13-15.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 2, 2015, to March 6, 2015; and March 9, 2015 to March 13, 2015.

Attachments

Report for County Manager Approved Contracts Under 50,000 for Weeks Ending 3-6-15 and 3-13-15

Contract No. 010815-1 Willdan Homeland Security

Authorization to Utilize Cooperative Contract

Service Agreement No. 022415-Mountain Retreat Builders

Amendment No. 1 to Service Agreement No. 121814-Mountain Retreat

Amendment No. 2 to Service Agreement No. 041214-Alhambra MHP

Amendment No. 1 to Contract No. 022814-1-Glen Halverson

Service Agreement No. 013015-1-Earthquest Plumbing

Service Agreement No. 011615-High Country Plumbing

Service Agreement No. 030215-Noble Building LLC

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

March 2, 2015 to March 6, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
010815-1 Willdan Homeland Solutions	Contract No. 010815-1 Emergency Management Program-Consultation Services for Operational Plans	\$45,000.00	3-4-15 to 12-31-15	3-4-15	Expires	In accordance with a grant awarded to Emergency Services, the County Health and Emergency Services division is hiring consultation services for planning deliverables required by the Arizona Department of Emergency Management. The contractor will assist with the coordination and collaboration efforts of Emergency Services to meet the requirements. The overall goal will be to contribute to the development of emergency plans that achieve best practice emergency outcomes, based on federal regulations and client expertise and experience relative to evidence-based disaster planning.
ADSP012-033368 Western Technologies	Authorization to Utilize Cooperative Contract No. ADSP012-033368 for Statewide Environmental Consulting Services for Asbestos and Lead	\$1,324.97	3-4-15 to 6-30-15	3-4-15	Expires	Contractor will monitor and oversee asbestos abatement to be performed by D&K Enterprises in the former Mail Room and the Constable's Office on the 1 st floor of the Globe Courthouse.
022415 Mountain Retreat Builders	Service Agreement No. 022415 Weatherization Project No. HH#10254	\$5,550.00	3-4-15 to 6-30-15	3-4-15	Expires	The purpose of this weatherization project is, but not limited to, replace hot water heater, blown fiberglass, patch holes, and install ASHREA fan.

March 2, 2015 to March 6, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
121814 Mountain Retreat Builders	Amendment No. 1 to Service Agreement No. 1218514 Weatherization Project No. HH#9006	\$1,425.00	3-4-15 to 6-30-15	3-4-15	Expires	Amendment No. 1 to Service Agreement 121814 will serve to increase the contract amount by \$1,425.00, to repair leak under bathtub, remove carpet, mitigate water on floor and bedroom walls, blowers to dry walls and carpet and add new plywood and carpet, for a new total contract amount not to exceed \$14,925.00.
041214 Alhambra MHP, LLC	Amendment No. 2 to Lease Agreement No. 041214 Gila County Attorney's Office and Alhambra MHP & Storage LLC	\$5,355.00	3-1-15 to 2-28-16	3-4-15	Option to renew for one additional one year period	The Globe County Attorney's office rents storage space at Alhambra Mobile Home Park & Storage in Globe. The lease agreement covers the following storage Units: S107, S109, S110 and S115. Amendment No. 2 will serve to renew the term of the Lease Agreement for one additional year from March 01, 2015 to February 28, 2016. In addition Amendment No. 2 will serve to add a pro-rated amount of \$1,071.00 for Unit #S115, in order to have all four units within the same contract term. Each unit's rental rate is \$1,428.00 per year.

March 9, 2015 to March 13, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
022814-1 Glen Halverson	Amendment No. 1 to Professional Consulting Services Contract No. 022814-1 Cost Allocation Plan and OMB Circular A-87	\$10,500.00	3-26-15 to 3-25-16	3-11-15	Option to renew for one additional one year period	Amendment No. 1 will serve to extend the contract from March 26, 2015 to March 25, 2016. Consultant will continue to review data and prepare a cost allocation plan & OMB Circular A-87 for fiscal years ending 06/15 and 06/16.
013015-1 Earthquest Plumbing, Inc.	Service Agreement No. 013015-1 Backflow Testing & Repairs Southern Gila County	Not to exceed \$5,000.00	3-11-15 to 3-10-16	3-11-15	Option to renew for two additional one year periods.	Provide annual backflow inspections, testing and repairs as needed at 15 County Facilities in Southern Gila County.
011615 High Country Plumbing, Inc.	Service Agreement No. 011615 Backflow Testing & Repairs Northern Gila County	Not to exceed \$1,900.00	3-11-15 to 3-10-16	3-11-15	Option to renew for two additional one year periods.	Provide annual backflow inspections, testing and repairs as needed at 6 County Facilities in Northern Gila County.
030215 Noble Building LLC	Service Agreement No. 030215 Major Rehabilitation Project HH#7939	Not to exceed \$49,783.00	3-17-15 to 6-30-15	3-11-15	Expires	Scope of work to include, but not limited to, tear off existing roof to install new, remove tub and install shower unit, remove/replace vanity, sink, countertop, remove brick in master bedroom, and replace water heater.

REQUEST FOR SEALED PROPOSALS
BID NO. 010815-1
EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES
FOR OPERATIONAL PLANS

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 010815-1 Emergency Management Program Consultation Services for Operational Plans

The applicant submitting this Proposal warrants the following:

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

Willdan Homeland Solutions

1440 E. Missouri Avenue, Suite C170, Phoenix, Arizona 85014

602-315-4263

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your Contractor's present or any previous name)? _____ Yes No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
- a. A brief history of the Contractor.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. Gila County reserves the right to request additional information.

REQUEST FOR SEALED PROPOSALS
BID NO. 010815-1
EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES
FOR OPERATIONAL PLANS

Qualification & Certification continued...

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** 131%
(If Applicable)
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
7. **Current Contractor Business Arizona License Number:** F1705117-4
(If Applicable)

James E. Bailey
Signature of Authorized Representative

James E. Bailey
Printed Name

President and Chief Executive Officer
Title

**REQUEST FOR SEALED PROPOSALS
 BID NO. 010815-1
 EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES
 FOR OPERATIONAL PLANS**

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 010815-1 Emergency Management Program Consultation Services for Operational Plans.

Contractor Name: Willdan Homeland Solutions

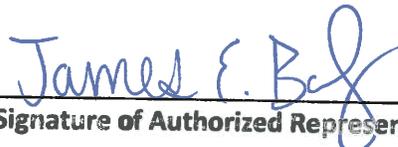
Phone No.: 602-315-4263

COSTS	
Gila County Emergency Operations Plan Revision SOUTHERN GILA COUNTY OPERATIONAL PLANS	\$ <u>22,500</u>
Gila County Tactical Interoperable Communications Plan Development NORTHERN GILA COUNTY OPERATIONAL PLANS	\$ <u>22,500</u>
TOTAL COST	\$ <u>45,000</u>

***CONTRACTOR SHALL ATTACH A SHEET TO THE PRICE SHEET SHOWING THE BREAK DOWN AND DETAILED DESCRIPTION OF EACH OF THE ABOVE COSTS.**

See attached sheet on following page for pricing breakdown and detailed description of each of the above costs.

****All applicable taxes shall be included in proposed amount.**



Signature of Authorized Representative

James E. Bailey

Printed Name

President and Chief Executive Officer

Title



Cost Breakdown

The following tables detail a breakdown of our proposed costs for both the Southern Gila County Wildfire Protection Plan and the Northern Gila County Wildfire Protection Plan. The following costs, provided by milestone, are all-inclusive of travel and other direct costs.

GILA COUNTY EMERGENCY OPERATIONS PLAN (EOP) REVISION	
<i>Milestone</i>	<i>Cost</i>
Kick Off Meeting	\$500
Discovery	\$1,000
Planning Meeting 1	\$2,500
Draft Plan	\$6,500
Planning Meeting 2	\$2,500
Final Draft Plan	\$8,000
Final Plan Approval	\$1,500
TOTAL COST	\$22,500

GILA COUNTY TACTICAL INTEROPERABLE COMMUNICATIONS PLAN (TICP) DEVELOPMENT	
<i>Milestone</i>	<i>Cost</i>
Kick Off Meeting	\$500
Discovery	\$1,000
Planning Meeting 1	\$2,500
Draft Plan	\$6,500
Planning Meeting 2	\$2,500
Final Draft Plan	\$8,000
Final Plan Approval	\$1,500
TOTAL COST	\$22,500

REQUEST FOR SEALED PROPOSALS
BID NO. 010815-1
EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES
FOR OPERATIONAL PLANS

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. **Company:** Greenlee County Government
Contact: Steve Rutherford, Director of Health
Phone: 928-865-2601
Address: 253 Fifth Street, PO Box 908, Clifton, AZ 85533
Job Description: Willdan provided technical expertise and plan development to the Greenlee County Health Department (GCHD) in support of the participation in the Project Public Health Ready (PPHR) program and subsequent accreditation. This included the revision and updating of various health department plans including the GCHD All-Hazards Emergency Operations Plan so it could meet the PPHR Evident Elements. Subsequent contractual support included the creation of a GCHD Continuity of Operations Plan (COO and a Pandemic Influenza COOP. Willdan is currently developing the Community Health Assessment (CHA) Community Health Improvement Plan (CHIP), and the County Health Department Strategic Plan.

2. **Company:** County of Riverside, County Fire Department, Office of Emergency Management
Contact: Peter Lent, Deputy Director of Emergency Services
Phone: 951-955-4700
Address: 4080 Lemon Street, Riverside, CA 92501
Job Description: Willdan developed and Emergency Operations Plan (EOP) compliant with the National Incident Management System (NIMS), the Standardized Emergency Management System (SEMS), the Incident Command System (ICS) and the guidance of CPG10. This project included development of 22 additional annexes for the EOP, which included an Emergency Operations Center (EOC) manual and customized checklists for the Riverside Operational Area EOC.

3. **Company:** Los Angeles County Department of Public Health
Contact: Mike Contreras, Director of Emergency Operations
Phone: 213-250-8681
Address: 600 S. Commonwealth Avenue, Suite 700, Los Angeles, CA 90005
Job Description: Willdan developed a Tactical Communications Plan (TICP) for the County in which Willdan detailed and codified the Department two-way radio, land line, and cellular communications devices into a tactical communications plan. Willdan conducted outreach and stakeholder meetings to gather information and establish functional needs for the Department. The resulting plan detailed methods used by the Department to communicate in preparation for, during, and as a result of emergencies and disaster operations, including current Federal Communications Commission rules of use and NIMS requirements for communications.

Willdan Homeland Solutions

Name of Business

James E. Bailey

Signature of Authorized Representative

James E. Bailey, President and Chief Executive Officer

Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

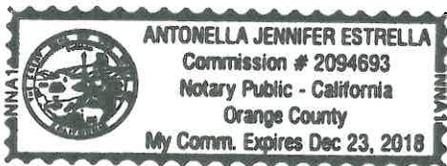
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On Feb. 17, 2015 before me, Antonella Estrella, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared JAMES E. Bailey
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Antonella Estrella
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**REQUEST FOR SEALED PROPOSALS
BID NO. 010815-1
EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES
FOR OPERATIONAL PLANS**

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 010815-1 Emergency Management Program Consultation Services for Operational Plans**, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and Arizona ROC. List must be provided in a sealed envelope marked "List of Subcontractors".

- YES, it is my intention to subcontract a portion of the work.
- NO, it is not my intention to subcontract a portion of the work.



Signature of Authorized Representative

James E. Bailey

Printed Name

President and Chief Executive Officer

Title

**REQUEST FOR SEALED PROPOSALS
BID NO. 010815-1
EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES
FOR OPERATIONAL PLANS**

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 delivery of services.

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.



Signature of Authorized Representative

James E. Bailey

Printed Name

President and Chief Executive Officer

Title

**REQUEST FOR SEALED PROPOSALS
 BID NO. 010815-1
 EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES
 FOR OPERATIONAL PLANS**

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	<u>COMPLETED</u>
PRICE SHEET	<u>COMPLETED</u>
REFERENCE LIST	<u>COMPLETED</u>
NO COLLUSION FORM	<u>COMPLETED</u>
INTENTIONS IN SUBCONTRACTING	<u>COMPLETED</u>
LEGAL ARIZONA WORKERS ACT COMPLIANCE	<u>COMPLETED</u>
CHECKLIST & ADDENDA ACKNOWLEDGMENT	<u>COMPLETED</u>
OFFER PAGE	<u>COMPLETED</u>

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA: No Addenda

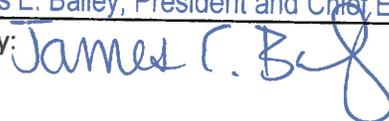
	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this 17th day of February, 2015

Willdan Homeland Solutions

Contractor:

James E. Bailey, President and Chief Executive Officer

By: 

Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 010815-1 Emergency Management Program Consultation Services for Operational Plans. All proposals shall be filed with the Gila County Finance Department Division in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before February 20, 2015, by 11:00 AM.

REQUEST FOR SEALED PROPOSALS
BID NO. 010815-1
EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES
FOR OPERATIONAL PLANS

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 Request for Proposal document.

Signature also certifies the Contractors 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 Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

CONTRACT NUMBER: 010815-1 Emergency Management Program Consultation Services for Operational Plans

Contractor Submitting Proposal:

For clarification of this offer, contact:

Willdan Homeland Solutions

Company Name

Name: Eliza Gregory Coll, MHA, CEM

1440 E. Missouri Avenue, Suite C170

Address

Phone No.: 602-315-4263

Phoenix

Arizona

85014

City

State

Zip

Fax 714-937-8085

Email: ecoll@willdan.com



Signature of Authorized Person to Sign

James E. Bailey

Printed Name

President and Chief Executive Officer

Title

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

REQUEST FOR SEALED PROPOSALS
BID NO. 010815-1
EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES
FOR OPERATIONAL PLANS

ACCEPTANCE OF OFFER

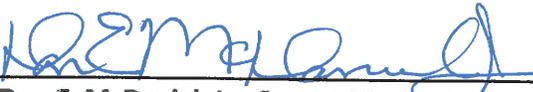
(For Gila County use only)

The Offer is hereby Accepted:

The Contractor Willdan Homeland Solutions is now bound to provide the materials or services listed in RFP No.: 010815-1 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 010815-1. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

GILA COUNTY:



Don E. McDaniel, Jr., County Manager

3/4/15

Date

Brief History of Contractor

Willdan Homeland Solutions (Willdan) is a preeminent full services homeland security professional services firm that has provided planning, training, exercise, and communications technologies support to public health departments, hospitals, public safety agencies, state and local jurisdictions throughout the United States since our inception in 2004.

Specifically, we have provided public health preparedness planning services to each of the 15 counties in Arizona including Gila County. The following three projects detail our recent Gila County experience which serve as an advantage to our team on this project as we are intimately familiar with the agencies within the county and their processes. Further, we have already reviewed several planning documents which will provide our team with further insight to the County's response plans.

Communication Exercise Support Project

Willdan provided planning, conduct and evaluation of two communication exercises, including one tabletop and one functional exercise for the purpose of testing and enhancing the County's interoperable communications plans and protocols. The exercises included emergency response disciplines, volunteer groups including RACES and CERT and private sector resources (hospitals). A public information component will also be included in this exercise. The tabletop exercise tested communications with county, city and town Emergency Operations Centers, emergency response agencies and local hospitals, utilizing the Nxt Communicator. The functional exercise tested deployment of TOAD3, use of the AIRS frequency, 800 MHz EOC network and provided agencies an opportunity to make use of regional NIMS and ICS training.

Willdan involvement in this project helped strengthened communications with county Emergency Operations Centers by assisting emergency response agencies, volunteer groups and private sector (hospitals) to review and enhance communications plans and protocols, both county and region-wide.

Willdan tested county emergency operations center interoperable communications resources, plans, protocols and infrastructure for the purpose of identifying shortfalls and developing corrective actions. By collaborating with local emergency response agencies, volunteer groups and private sector (hospitals), Willdan assisted the involved agencies to update emergency communications plans and protocols, with the final outcome being improved emergency communication and information between responders, private entities and the public.

Project Public Health Ready (PPHR) Planning Support

Gila County requested support from Willdan in the successful completion of the county's 2009-2010 Project Public Health Ready tasks. Support from Willdan included:

- Compiling and writing the Executive Summary
- Goal II: Workforce Capacity Development (all sections). Gathering and development of the county's workforce development plan.
- Goal III: Exercise/Real Event

Emergency Management Services:

- Public health preparedness and emergency management planning support services
- Communications interoperability and technology solutions
- Homeland Security Exercise and Evaluation Program (HSEEP) exercises
- Public safety and emergency management training, including DHS certified NIMS training
- Hazard mitigation planning
- Terrorism threat and vulnerability assessments
- Infrastructure protection evaluations

- Assisting with organizing and compiling AAR/H1N1 info to meet capability using existing data, including attending the H1N1 debriefing on April 28th, 2010
- Assisting with completing the crosswalk to ensure all areas were adequately addressed prior to submission.
- Compiling of all PPHR documents in accordance with PPHR guidance.

Pandemic Influenza Tabletop Exercise

The counties of Greenlee, Graham, Santa Cruz, Gila, Cochise and Pima requested support from Willdan in the design, development and evaluation of one pandemic influenza tabletop exercise. The exercise utilized H1N1 pandemic influenza funds and met the objective to provide a regional perspective and discussion on challenges, best practices and lessons learned during the 2009/2010 H1N1 response. There were 56 participants in this event, including representation from Arizona Department of Health Services and Arizona Division of Emergency Management.

Subject Matter Expert Staff

What differentiates Willdan from others is our staff's uniquely credible and practical expertise, as well as our ability to offer clients a one-stop shop to meet all of their public safety and homeland security needs. With extensive hands-on experience in local, state, and federal agencies, our outstanding professionals have served as incident commanders, emergency managers, first responders, and investigators.

Each Willdan project team member has an impeccable professional record, possesses formal educational experience and is highly credible and skilled in varied disciplines. The Willdan team also has the availability of a variety of mid-level and support staff to assist with this project. These team members may be utilized for project research, editing and administrative support.

Emergency Preparedness Planning

The act of writing an emergency plan serves as a catalyst for improved safety and security to reduce the risk of an emergency or disaster. The professionals at Willdan have extensive hands-on experience and offer services in reviewing, evaluating, designing, and implementing a multitude of emergency plans.

NIMS Compliance

Since our inception in 2004, the National Incident Management System (NIMS) has been at the center and the basis of all our core business services, which include homeland security, emergency management, and public safety planning, training, and exercises.

For over 10 years, Willdan has been the "go to" company for public health, public safety and emergency management training. Our U.S. Department of Homeland Security (USDHS) certified approved courses have taught over 10,000 first responder personnel and produced over 1,800 NIMS instructors.

Willdan personnel are imbued with a thorough understanding of emergency management systems and functions, including NIMS, the Incident Command System (ICS), and the National Response Framework (NRF). Willdan understands how these systems are implemented and work together in response to an emergency. Furthermore, Willdan was at the forefront of the Federal mandate for training in NIMS and ICS and has trained and certified more than 10,000 public agency employees in the NIMS emergency management curriculum.



Proposed Approach

Proven Project Team

As a best practice, our project teams are task-organized based on function and subject matter to offer our clients the right mix of personnel who are supported by a cadre of subject matter experts and administrative staff. For this project, Willdan has specifically assembled a project team skilled in plan development and communication with experience working with local emergency management.

Our Project Manager and primary point of contact for all services to be provided to Gila County, Mrs. Eliza Coll, MHA, CEM, has over 10 years of experience working with Public Health Preparedness and Emergency Management programs, NIMS compliance, and plan writing. For the past 5 years, Mrs. Coll has worked in Arizona with local health departments and local emergency management on planning, training, and exercise projects.

Primary Point of Contact

Eliza Coll, MHA, CEM
Project Manager
602-315-4263 (cell)

Ms. Denise Davis will serve as the Emergency Operations Planning Subject Matter Expert. Ms. Denise Davis, CEM, brings over 25 years of emergency management experience to this project, and is a Certified Emergency Manager with the International Association of Emergency Managers.

Ms. Davis served as the Emergency Services Coordinator for the City of Cypress for over 20 years while working within the Police Department. She was responsible for the overall emergency management of the City and authored the City's Emergency Operations Plan (EOP), the City's Emergency Operations Center (EOC), instructed City personnel in their emergency roles and responsibilities, and prepared and conducted the City's field and EOC emergency exercises under the Homeland Security Exercise and Evaluation Program (HSEEP) program. Denise managed the Federal and State emergency managements grants, reimbursement claims for three federally declared disasters, and coordinated several local emergencies.

Denise has written emergency operations plans for several cities, counties, functional departments, and school districts. These plans are NIMS and SEMS compliant, and incorporate State and Federal guidelines for populations with Access and Functional Needs, PETS Act guidelines for evacuation of pets and service animals, and overall emergency management responsibilities for a city or Operational Area and its employees, citizens, and visitors.

Denise has developed several Emergency Operations Center training courses and written EOC procedural manuals for many agencies and also instructs many of these courses.

Denise recently created basic and advanced web-based communications training courses for emergency responders in the 11-county Southern Planning Area region. These courses are being used to train law enforcement, fire services, emergency medical services, and non-public safety emergency responders in communications and interoperability solutions.

Additionally, Ms. Wendy Kleinman, MPH, MEP, will serve as the back-up to the Project Manager, as the Planning Subject Matter Expert. Ms. Kleinman, holds a **Master of Public Health degree**, is a certified Master Exercise Practitioner, and has over 12 years of experience working with local health departments and local emergency management on planning, training, and exercise projects, including 12 years working in Arizona.

Mr. Mike Hooper, MEP, will further augment the team and serve as Planning Subject Matter Expert. Mr. Hooper, a Master Exercise Practitioner, is a highly skilled emergency management, homeland security, terrorism prevention, and disaster preparedness, response, and recovery professional, with over 10 years of experience in emergency management and homeland security related activities, including: planning over 75 HSEEP exercises of varying size and complexity; developing emergency operations, response, and recovery, and continuity plans; and delivering various types of emergency management training. In addition, Mike has experience in emergency operations center activities at the local, state level, and federal level, extensive experience supporting state and regional Fusion Centers and intelligence activities, and working with a variety of homeland security and emergency management grant programs.

Finally, Ms. Patty Magallanes and Ms. Shadi Kia will provide logistical support in the capacities of graphic design and billing. Both Patty and Shadi have extensive experience working with our team on these types of projects, and specifically for Gila County.

Understanding Your Project Goal

Willdan will ensure that the overall goal of this project—to contribute to the development of emergency preparedness plans that achieve best practice emergency outcomes based on federal regulations and client expertise and experience relative to evidence-based public health planning—will be met and exceeded. Willdan understands these plans impact and involve all services within Gila County Division of Health and Emergency Services (GCDHES), and will take great care in delivering the highest quality product.

Contract Kick Off Meeting

Upon finalizing contract details, the Willdan team will conduct a “Kick Off Meeting” by March 2015 with the Gila County leads to review the project scope and timeline, to identify any stakeholders to participate in the plan working groups, and to receive any existing plans or protocols for reference. At this time, Willdan will provide contact information for the primary (Mrs. Coll) and secondary (Ms. Kleinman and Ms. Davis) points of contact.

Emergency Operations Plan Revision

After the Contract Kick Off Meeting has been held to confirm the Scope of Work and discuss project logistics (project timeline, meeting locations, etc.), Willdan will develop a project plan and begin the Discovery, or plan review, phase.

The Willdan team will conduct a review of the current Gila County Emergency Operations Plan and other county documents, plans and procedures to determine the critical planning elements that are missing from the plan. Willdan will conduct a project manager meeting and departmental meetings to maximize staff input during the plan development process. Additionally, Willdan will conduct public outreach and coordinate with agency response partners and stakeholders to provide and garner information.

As a result of the information gathered and stakeholder meetings, Willdan will write a draft plan that incorporates recent emergency plan requirements and input from departmental representatives. Once the draft plan is complete, it will be presented for review. After a review period, any comments or changes will be incorporated into the plan and the plan will be presented as a final version. Willdan will deliver the final plan for review and approval for adoption.



Tactical Interoperable Communications Plan Development

After the Contract Kick Off Meeting has been held to confirm the Scope of Work and discuss project logistics (project timeline, meeting locations, etc.), Willdan will develop a project plan and begin the Discovery, or plan review, phase.

The Willdan team will conduct a review of existing relevant county documents, plans, and procedures. Willdan will conduct additional meetings with all stakeholders to collect all additional communications data for the plan. These meetings may take place individually, or as a collective group, at the convenience and recommendation of the participants.

Upon receiving the key information, Willdan will write a draft TICP that incorporates data gathered through stakeholders and present a draft TICP for review to all participating agencies. Willdan will deliver the final plan for review and approval by the County.

Adherence to Project Timeline

Willdan will meet or exceed the timeline to begin the project by March 2015, and submit final plans no later than December 31, 2015. Our locally based staff and our extensive Gila County experience will ensure our team's ability to meet or exceed GCDHES' project deadline. In addition to the identified meeting schedule discussed above, Willdan will also be available for additional ad hoc meetings via phone or in person as necessary. The following tables detail the project milestones and dates, staffing, tasks and deliverables for both the Emergency Operations Plan Revision and Tactical Interoperable Communications Plan Development.

GILA COUNTY EMERGENCY OPERATIONS PLAN (EOP) REVISION		
Milestone and Date	Staffing	Tasks and Deliverables
Kick Off Meeting March 18, 2015	- Willdan - Gila County Project Lead(s)	<ul style="list-style-type: none"> ✓ Review project scope, timeline ✓ Identify working group ✓ Discuss draft Plan outline ✓ Receive any existing plans or protocols <p><i>Note: may be held at same time as TICP Kick Off Meeting</i></p>
Discovery March 2015	- Willdan	<ul style="list-style-type: none"> ✓ Review existing plans ✓ Review relevant best practices, planning guidance
Planning Meeting 1 April 29, 2015	- Willdan - EOP Working Group	<ul style="list-style-type: none"> ✓ Review draft Plan outline ✓ Gather information and feedback from Working Group ✓ Develop Meeting minutes
Draft Plan June 2015	- Willdan	<ul style="list-style-type: none"> ✓ Revise plan ✓ Reach out to Working Group members as needed throughout plan development ✓ Submit draft Plan to Working Group for review
Planning Meeting 2 August 12, 2015	- Willdan - EOP Working Group	<ul style="list-style-type: none"> ✓ Review of draft plan ✓ Gather information and feedback from Working Group ✓ Develop Meeting minutes
Final Draft Plan October 2015	- Willdan - Southern Gila County CWPP Working Group	<ul style="list-style-type: none"> ✓ Develop final draft for review by working group ✓ Post draft plan on Gila County Website for 30 day period for public comment
Final Plan Approval November 30, 2015	- Willdan - Gila County	<ul style="list-style-type: none"> ✓ Incorporate feedback and comments into final draft ✓ Submit final Plan to Gila County



GILA COUNTY TACTICAL INTEROPERABLE COMMUNICATIONS PLAN (TICP) DEVELOPMENT

<i>Milestone and Date</i>	<i>Staffing</i>	<i>Tasks and Deliverables</i>
Kick Off Meeting March 18, 2015	- Willdan - Gila County Project Lead(s)	<ul style="list-style-type: none"> ✓ Review project scope, timeline ✓ Identify working group ✓ Discuss draft Plan outline ✓ Receive any existing plans or protocols <p><i>Note: may be held at same time as EOP Kick Off Meeting</i></p>
Discovery March 2015	- Willdan	<ul style="list-style-type: none"> ✓ Review existing plans ✓ Review relevant best practices, planning guidance
Planning Meeting 1 April 29, 2015	- Willdan - TICP Working Group	<ul style="list-style-type: none"> ✓ Review draft Plan outline ✓ Gather information and feedback from Working Group ✓ Develop Meeting minutes
Draft Plan June 2015	- Willdan	<ul style="list-style-type: none"> ✓ Revise plan ✓ Reach out to Working Group members as needed throughout plan development ✓ Submit draft Plan to Working Group for review
Planning Meeting 2 August 26, 2015	- Willdan - TICP Working Group	<ul style="list-style-type: none"> ✓ Review of draft plan ✓ Gather information and feedback from Working Group ✓ Develop Meeting minutes
Final Draft Plan October 2015	- Willdan - Southern Gila County CWPP Working Group	<ul style="list-style-type: none"> ✓ Develop final draft for review by working group ✓ Post draft plan on Gila County Website for 30 day period for public comment
Final Plan Approval November 30, 2015	- Willdan - Gila County	<ul style="list-style-type: none"> ✓ Incorporate feedback and comments into final draft ✓ Submit final Plan to Gila County



Minimum Qualifications

Willdan is the best choice for the GCDHES Emergency Management Program Grant (EMPG) to provide operational and programmatic Emergency Management consultation services for planning deliverables required by the Arizona Department Emergency Management (ADEM) as we fully meet and exceed the minimum qualifications listed in the RFP as detailed in the table below. Willdan will assist with the coordination and collaboration efforts of the GCDHES in meeting the federal grant obligations related to emergency management and compliance emergency preparedness plans.

QUALIFYING EXPERIENCE	WILLDAN FULFILLMENT
<p><i>Individual or agency that employs a Master of Public Health.</i></p>	<ul style="list-style-type: none"> - All members of the Willdan team have high ranking education and credentials that exceed qualifying experience for this project. - Specifically: <ul style="list-style-type: none"> - Our Planning Subject Matter Expert, Ms. Wendy Kleinman, holds a Master of Public Health - Our Project Manager, Ms. Eliza Coll, is a Certified Emergency Manager and holds a Master of Healthcare Administration - Our Emergency Operations Subject Matter Expert, Ms. Denise Davis, is a Certified Emergency Manager - Our Planning Subject Matter Expert, Mr. Mike Hooper, is a Master Exercise Practitioner and has extensive operation plan experience <p><i>Our team's education and credentials are in direct parallel with the subject matter of this project and provides the GCDHES with the unmatched technical expertise and knowledge needed to make this project a success for the County.</i></p>
<p><i>Five (5) years of experience working with Public Health Preparedness and Emergency Management programs, NIMS compliance, and plan writing.</i></p>	<ul style="list-style-type: none"> - Not only has our firm provided Public Health Preparedness and Emergency Management program, NIMS compliance and plan writing services for over 10 years to agencies similar to the GCDHES, but each of our team members have as well. - Our Project Manager and Primary Point of Contact, Mrs. Eliza Coll, has over ten (10) years of experience with Public Health Preparedness and Emergency Management programs, NIMS compliance, and plan writing. - Both of our Subject Matter Experts each have over ten (10) years of experience with Public Health Preparedness and Emergency Management programs, NIMS compliance, and plan writing. - Further, our project team members have recent, direct Gila County experience, which provides our team with agency familiarity.
<p><i>Experience with local public health agencies using grant management principles is preferred, but not required.</i></p>	<ul style="list-style-type: none"> - The Willdan team has experience with local public health agencies using grant management principles. Specifically, Willdan has worked with each of the 15 counties in Arizona, as well as other local public health agencies across the nation. <p><i>This local public agency experience will enable our team to implement lessons learned and best practices gleaned from the successful completion of similar projects for similar agencies to this project, thus resulting in the most efficient team and project for the GCDHES.</i></p>

Resumes

To further exemplify the superior qualifications and directly relevant technical experience of our proposed team, on the following pages we have included resumes of our key personnel, including our Project Manager and Point of Contact (Eliza Coll), Planning Subject Matter Expert (Wendy Kleinman), and Emergency Operations Planning Subject Matter Expert (Denise Davis).

Eliza Gregory Coll, MHA, CEM

Project Manager and Primary Point of Contact

Education

Master, Healthcare
Administration,
Simmons College,
Boston, MA

Bachelor of Science, Health:
Science, Society and
Policy (HSSP)
Brandeis University,
Waltham, MA

Registration/ Certifications

Hazmat Operations Level B
and Level C certified

FEMA ICS/NIMS training:
IS-100, IS-200, IS-300,
IS-400, IS-700, IS-800,
HSEEP

Certified Emergency
Manager (CEM, International
Association of Emergency
Managers)

Affiliations

American College of
Healthcare Executives

International Association of
Emergency Managers

9 Years' Experience

Mrs. Eliza Gregory Coll is an emergency management professional with over nine years of experience in hospital emergency management, state public health emergency preparedness, and consulting with local, county, and state clients. Her operational emergency management experience encompasses training, development and conduct of exercises; plan and policy development; and in-depth project and personnel management. Mrs. Coll has earned designation as a Certified Emergency Manager. She is equipped to operate across diverse organizational cultures, and to manage and facilitate group collaboration. Mrs. Coll has successfully managed budgets and grants, assessed and set work plans, and managed wide ranging projects through to completion.

Relevant Experience

Willdan Homeland Solutions, Phoenix, Arizona. Emergency Management and Public Health Preparedness Consultant. Provides subject matter expertise in the development of emergency preparedness trainings and exercises utilizing Homeland Security Exercise and Evaluation Program (HSEEP) methodology, and development and revisions to a variety of emergency preparedness planning and response documents. Contracted work with state, county, and local clients for customized, agency-specific products. Examples of work include the creation or revision of written plans, the development and conduct of HSEEP compliant exercises, and relevant training and workshop delivery. Some recent projects include:

- **Maricopa County Department of Public Health (MCDPH) 2013 Strategic National Stockpile Full Scale Exercise.** Developed materials for and facilitated conduct and evaluation of full scale exercise with MCDPH and its Cities Readiness Initiative (CRI) co-recipient Pinal County Public Health Services District. During the three day exercise, MCDPH activated the Public Health Incident Command Center, (2) Receipt Stage and Store Warehouses, and (12) Closed Point of Dispensing Sites. There were over 2000 participants from 21 agencies.
- **Maricopa County Department of Public Health 2013 Community Disaster Resilience Workshop and Tabletop Exercise.** Developed materials for and facilitated conduct and evaluation of an interactive workshop and tabletop exercise engaging community partners from over 30 organizations including state and local emergency response agencies, private business, hospitals and healthcare, faith-based, schools, and other disciplines.
- **Orange County Health Care Agency (OCHCA) 2013 Statewide Exercise Series.** Designed, conducted, and evaluated participation in the California Statewide Exercise tabletop and functional exercises for OCHCA and healthcare participants. The scenario was foodborne illness outbreak, and was customized from the state-provided materials to test local plans and policies, and included three days of functional participation by OCHCA, hospitals, clinics, skilled nursing facilities, and dialysis centers.
- **Orange County Health Care Agency (OCHCA) 2013 Code Yellow Full Scale Exercise.** Designed, conducted, and evaluated this full scale exercise focusing on county-wide response to and recovery from bomb threats at area hospitals.

Eliza Gregory Coll, MHA,
CEM
Continued

One hospital evacuated and transported patients to receiving facilities, while others evaluated continuity of operations. There were over 1540 participants from hospitals, ambulance providers, OCHCA, Orange County Intelligence Assessment Agency, Orange County Sheriff's Department Hazardous Devices Squad, and the Anaheim/Santa Ana Urban Area Strategic Initiative.

- **Orange County Transportation Authority (OCTA): Frontline Personnel Training Program, 2011-2012.** Conducted assessment of existing infrastructure on six (6) different transportation bases, conducted trainings to include local first responders on site infrastructure and hazardous materials, developed and conducted six (6) tabletop exercises with OCTA staff and local first responders, and developed and conducted a Full Scale Exercise evaluating Unified Command and response capabilities for a hazardous materials event on a transportation base with OCTA staff and local first responders including law enforcement, fire, and Sheriff's Office bomb squad.
- **Santa Clara County Public Health Department (SCCPHD) Strategic National Stockpile Training Materials (2013) -** Willdan provided SNS training to the County of Santa Clara Public Health Department including, development of course materials and tools that were required to enable implementation of six medical countermeasure-related modules from the SCCPHD's Support Annex (SA) 1.0 Multi-Year Training & Exercise Plan (MYTEP). Trainings will be delivered throughout the county to public health, law enforcement, volunteers, and other related participants in medical countermeasure distribution and dispensing program.
- **Hospital Active Shooter Full Scale Exercise (2010) –** Santa Clara County selected Willdan for the development, conduct and evaluation of an Active Shooter Full-Scale Exercise. This exercise was the largest ever conducted in the County and included hundreds of medical staff, first responders and a significant exercise control/evaluation network. The County's objectives were to evaluate current active shooter plans and make improvements in hospital and law enforcement plans moving forward as a result of the key findings.

Bureau of Public Health Emergency Preparedness, Arizona Department of Health Services (ADHS), Phoenix, Arizona. Communications and Training Coordinator. Facilitation of communications from the state to county, hospital, and tribal stakeholders, as well as to the media and the general public. Coordination of the statewide training program. Oversight of related federal grants, and compliance with grant deliverables.

- Assessment of the existing state training program, including a needs assessment of stakeholders, and the coordination of new and existing trainings to meet the needs of internal and external stakeholders
- Management of a multi-year training and exercise plan
- Management of education and exercise requirements for the 2010 CDC Technical Assistance Review
- Management of education and exercise requirements for the 2010 Hospital Preparedness Program (HPP) grant

Beth israel Deaconess Medical Center (BIDMC), Boston, Massachusetts. Manager, Emergency Management Department. Management of the emergency management program, including identification, design, and implementation of departmental and hospital-wide projects and initiatives, plan and policy writing, staff training and education, and management and expenditure of operational budget and federal grant monies.



**Eliza Gregory Coll, MHA,
CEM**
Continued

- Successful 2009 CMS survey and 2007 unannounced Joint Commission survey; subsequently met and exceeded current Joint Commission and other state and federal regulatory standards.
- Recruited, hired, and mentored a new project manager, and supervised professional employees.
- Interfaced with external agencies, including the Conference of Boston Teaching Hospitals, the Massachusetts Department of Public Health, the Mayor's Office of Emergency Preparedness, peer hospitals and local first responder agencies.
- Developed a contract with satellite facility to provide design, implementation, management, and oversight of a new emergency management program. Led meetings, identified new projects, interfaced with senior leadership, facilitated work, complied with state and federal mandates, managed the budget, and passed an unannounced 2008 Joint Commission survey.
- Created and managed department metrics that improved training programs and attendance, increased drilling frequency, improved management of mitigation activities and successful corrective actions, and increased documentation.
- Completed major initiatives and projects concerned with evacuation and surge planning, alternate care sites, communications, volunteer management, patient decontamination, and regulatory compliance.

Beth Israel Deaconess Medical Center (BIDMC), Boston, Massachusetts. Project Manager, Emergency Management Department. Responsible for

implementation of the new emergency management program, including identification and management of new projects, staff training, and plan and policy formation and edits.

- Designed hospital decontamination program; recruited and managed on-call HazMat teams, including 30+ volunteer staff, equipment procurement, and database management
- Implemented the Hospital Incident Command System (HICS) within BIDMC and National Incident Management System (NIMS) compliance per federal regulations; provided over six hours of training to over 100 key personnel and senior leadership
- Planned and managed over 20 disaster drills, including two of the largest drills conducted nationwide
- Promoted to department manager

Emergency Department, Massachusetts General Hospital, Boston, Massachusetts. Emergency Planner. Provided project coordination and management assistance to emergency department administrators. Developed plans and the implementation of the HazMat decontamination response team program. Planned and coordinated three successful hospital-wide chemical hazmat drills, including preparations for the July 2004 Democratic National Convention.

Process Improvement Department, Beth Israel Deaconess Medical Center (BIDMC), Boston, Massachusetts. Project Manager. Provided project coordination and management as an internal process improvement consultant to departments hospital-wide. Projects were followed from concept to implementation, and then turned over to departments for internal management and maintenance.



Wendy Kleinman, MPH, MEP

Planning Subject Matter Expert / Back-Up Point of Contact

Education

MPH, Health Education and Behavioral Sciences, University of Arizona

BA, Sociology, University of Arizona

Master Exercise Practitioner

Additional Education

FEMA IS 120A, 130 and 139

HSEEP Mobile Training Course and HSEEP Train the Trainer, 2006

Terrorism Prevention Exercise Program (TPEP) Training, 2006

FEMA IS 800B, National Response Framework, 2008

FEMA IS 700 National Incident Management Systems, 2004

FEMA Incident Command System IS-195, 2003

Incident Command System 100 and 200, 2008

FEMA Incident Command and EOC Interface, 2003

FEMA Public Information Officer, 2002

Professional Societies/Affiliates

American Public Health Association 2000-Present

Security Clearance

Secret

12 Years' Experience

Ms. Wendy Kleinman currently serves as Vice President of Public Health Preparedness Services with Willdan. Over the last 12 years, Ms. Kleinman has managed a wide range of homeland security training and exercise programs, from federal to local implementation. Most recently she has been the manager for an extensive 3-year training and exercise program for Orange County Transportation Authority. She has been the lead instructor for numerous DHS-direct support Homeland Security Exercise & Evaluation Program (HSEEP) mobile training courses and HSEEP Train-the-Trainer courses in Guam, CNMI, Alabama, Arizona, San Francisco DEM, and Santa Clara County Public Health (CA). In addition to her program management skills and emergency preparedness exercise expertise, she has a strong and varied background in the field of Public Health. Her Public Health experience includes health education, cancer research, program planning, implementation and evaluation. Ms. Kleinman has valuable knowledge and experience in how states need to prepare and respond to natural and unnatural public health emergencies.

Relevant Experience

Vice President, Public Health Preparedness Services, Willdan Homeland Solutions, CA, 2008-Present. Provides subject matter expertise in the development of emergency preparedness exercises utilizing HSEEP methodology, development and revisions to a variety of emergency preparedness planning documents, instructs courses on behalf of DHS, lead instructor for HSEEP training courses, and assists in the implementation of all Public Health related projects. Ms. Kleinman is also responsible for program and project management and business development in her regional area including Northern California and Arizona. She currently manages two staff members in Arizona as well as the project manager on 9 projects in her regional area. Ms. Kleinman is a support contractor for FEMA (Regional Exercise Support Program) for Region V, and planned and implemented a Tri-State Communications FSE.

Recent projects include implementing and managing a Three-Year Training & HSEEP Exercise Program for Orange County Transportation Authority (OCTA), Hospital Preparedness Program (HPP) Exercise Series for the State of Arizona, and ongoing Anaheim/Santa Ana UASI emergency preparedness projects including supporting Orange County Healthcare Agency in the California statewide health exercise. Ms. Kleinman most recently completed the Santa Clara County Hospital Active Shooter Full-Scale Exercise as the exercise support lead. She was responsible for coordinating, planning, developing and ensuring all aspects of the large full-scale exercise were successfully managed. This FSE was one of the largest exercises the Bay Area has ever conducted, with over 300 participants responding to the hospital active shooter incident.

A few examples of her management and team lead projects include:

- **Arizona Department of Health Services (ADHS):** Phoenix National Disaster Medical System (NDMS) Full Scale Exercise, approximately 500 participants including Federal and State NDMS stakeholders, National Guard, ADHS, local Fire, Emergency Management, Public Health, Hospitals, Ambulance Providers, and Red Cross. The exercise evaluated emergency response plans, policies, and procedures as they pertained to an NDMS activation affecting the Phoenix NDMS Federal Coordinating Center (FCC)

Wendy Kleinman, MPH,
MEP
Continued

- **Stanford Hospital Active Shooter FSE.** This exercise will include first responders from Palo Alto, Santa Clara County Sheriff's Office and Stanford Hospital & Clinics, Lucile Packard Children's Hospital, Stanford University School of Medicine.
- **Greenlee County (AZ) Community Health Assessment, Community Health Improvement Plan and Strategic Plan.** Ms. Kleinman is leading the efforts to ensure Greenlee County Public Health Department completes pre-accreditation documents in advance of application to participate in the Public Health Accreditation Board (PHAB).
- **Riverside County (CA) Public Health Emergency Operation Plan revision.** This project is designed to update the Public Health EOP and provide suggestions to revisions to other plans, appendices and annexes. A significant portion of this project is to educate stakeholders about the plan and the necessary changes, suggestions based on best practices and current guidance.
- **County of Santa Clara Public Health Department:**
 - **Pandemic Flu Functional Exercise (2009)** – Willdan was selected via competitive solicitation to work with the SCCPHD in the design and development of a countywide pandemic flu functional exercise.
 - **H1N1 Operational Debrief and Seminar (2009)** – SCCPHD chose Willdan to support the County's efforts to debrief responders and develop a Countywide, public health-focused after-action report (AAR) in response to the H1N1 outbreak. Willdan personnel successfully conducted a workshop to gather the information needed to develop the AAR from stakeholders throughout Santa Clara County.
 - **Hospital Active Shooter Full Scale Exercise (2010)** – Santa Clara County selected Willdan for the development, conduct and evaluation of an Active Shooter Full-Scale Exercise. This exercise was the largest ever conducted in the County and included hundreds of medical staff, first responders and a significant exercise control/evaluation network. The County's objectives were to evaluate current active shooter plans and make improvements in hospital and law enforcement plans moving forward as a result of the key findings.
 - **Statewide Medical and Health Exercise Series, Tabletop and Functional Exercises (2012)** – Willdan performed exercise design, conduct, and evaluation for SCCPHD participation in the 2012 Statewide Medical and Health Exercise series, including a tabletop exercise and functional exercise, with a scenario of an earthquake resulting in prolonged power loss. Stakeholder participation included hospitals, Skilled Nursing Facilities/Long-Term Care, amateur radio operators, Community Health Partnership, and the SCCPHD.
 - **Pandemic Influenza Tabletop Exercises and Seminar** – Most recently, the SCCPHD awarded Willdan with the Pandemic Influenza Tabletop Exercises and Seminar contract, which will include an educational seminar and tabletop exercise design, conduct, and evaluation.
 - **Strategic National Stockpile Training Materials (2013)** - Most recently, Willdan provided SNS training to the County of Santa Clara Public Health Department including, development of course materials and tools that were required to enable implementation of six medical countermeasure-related modules from the SCCPHD's Support Annex (SA) 1.0 Multi-Year Training & Exercise Plan (MYTEP).

Wendy Kleinman, MPH,
MEP
Continued

Exercise Planner/Instructor, EG&G Technical Services, Inc., Phoenix, AZ, 2003-2008. Lead planner/controller for over 100 HSEEP compliant exercises. Provided expertise in support of a wide range of homeland security, exercise, and domestic preparedness activities, to include lead instructor for HSEEP mobile training courses and HSEEP Train-the-Trainer courses in Guam, CNMI, Alabama, Arizona, San Francisco DEM; supported TOPOFF 4 as the Assistant Chief of Control for FEMA AZ venue instructing over 250 Federal, State and local exercise control staff during the Controller Training. Specific exercise experience includes:

Controller/Evaluator, Bay Area Metropolitan Transportation Commission (MTC) Transportation Response Plan (TRP) Functional Exercise, EG&G Technical Services, Inc., Oakland, CA, 2007. This large-scale functional exercise incorporated the participation of all Bay Area transit agencies, including Bay Area Rapid Transit (BART), Municipal Transportation Agency (MUNI) and Caltrans. Ms. Kleinman was located at the BART EOC where she provided exercise control in coordination with the 13 transportation agencies participating, facilitated the safety briefings, and evaluated the agency's response to the terrorist scenario. Ms. Kleinman was tasked with providing an assessment of the BART emergency plan following the exercise as part of the After Action process.

Exercise Planner/Facilitator/Controller, Arizona/Sonora Bi-National Exercise, Nogales, AZ, EG&G Technical Services, Inc., 2003. The first bi-national exercise effort between the U.S. and Mexico utilizing DHS guidelines and funding, this is prior to HSEEP being formally developed. Responsibilities included coordinating the actor/victim plan for the chemical full-scale exercise and facilitating the Public Health forum for the recovery tabletop.

Exercise Planner/Facilitator/Controller, Arizona/Sonora Bi-National Exercise, Nogales, AZ, EG&G Technical Services, Inc., 2003. The first bi-national exercise effort between the U.S. and Mexico utilizing Office for Domestic Preparedness (now G&T) guidelines and funding, this is prior to HSEEP being formally developed. Responsibilities included coordinating the actor/victim plan for the chemical full-scale exercise and facilitating the Public Health forum for the recovery tabletop.

Health Educator, Arizona Department of Health Services, Phoenix, AZ, 2002-2003. Evaluator, Arizona National Pharmaceutical Stockpile (NPS) Exercise, Arizona Department of Health Services, Tucson, AZ, 2002. Participated as an evaluator at the Receipt, Staging and Storage (RSS) warehouse and the Mass Dispensing Site. Throughout this exercise worked closely with the Arizona Air National Guard, Arizona Division of Emergency Management, and the Arizona Department of Health Services. Exercise was a first for Arizona in evaluating the process to receive and distribute the National Pharmaceutical Stockpile (presently known as the Strategic National Stockpile) from the CDC as well as one of the first utilizing Federal Homeland Security funding through the direct support program to the States.

Publications

Contributor, EG&G Technical Services Inc., "San Diego County 2007 Firestorms After Action Report", written for the San Diego County Office of Emergency Services, February 2008.

Kleinman, W.A., "Camelpox," Encyclopedia of Bioterrorism Defense, (Eds. Richard F. Pilch and Raymond A. Zilinskas), Wiley-Liss Publishing, June 2005.



Denise S. Davis, CEM®

Emergency Operations and TICP Planning Subject Matter Expert

Education

*BS, Occupational Studies,
California State University,
Long Beach*

Specialized Training

*Certified Emergency
Manager, IAEM*

*SEMS-ICS instructor 1995-
present*

*NIMS instructor 2005-
present*

*Homeland Security Exercise
and Evaluation Program
(HSEEP) Instructor Training,
2011*

*Emergency Operations
Center Course Instructor*

*Interoperable
Communications Course
Developer and Instructor*

*Police Basic and State
Investigator Police
Academies Instructor for
Law Enforcement Response
to Terrorism*

Affiliations

*International Association of
Emergency Managers*

*California Emergency
Services Association*

*Orange County Business
Continuity Planning
Association*

*Orange County Emergency
Management Organization*

25 Years' Experience

Ms. Denise Davis brings over 25 years of emergency management experience to Willdan Homeland Solutions. Denise is a Certified Emergency Manager with the International Association of Emergency Managers. Ms. Davis served as the Emergency Services Coordinator for the City of Cypress while working within the Police Department. She was responsible for the overall emergency management of the city and authored the city's Emergency Operations Plan (EOP), the City's Emergency Operations Center (EOC), instructed City personnel in their emergency roles and responsibilities, and prepared and conducted the City's field and EOC emergency exercises under the Homeland Security Exercise and Evaluation Program (HSEEP) program. Denise managed the Federal and State emergency managements grants, reimbursement claims for three federally declared disasters, and coordinated several local emergencies. She was a Police Department instructor for over nineteen years, instructed emergency management courses for over twenty-two years, and is currently an instructor for several public safety courses.

Relevant Experience

Emergency Operations Plan Writing Experience. Denise has written emergency operations plans for several cities, counties, functional departments, and school districts including Riverside County, Mono County, the City of El Segundo, the City of Tustin, the City of Kingsburg, the City of Paramount, the Los Angeles City Department of Transportation, the City of San Diego Emergency Operations Center, the Oakland Charter School Cooperative (24 school sites), and the Coachella Valley Unified School District (22 school sites). These plans are NIMS and SEMS compliant, and incorporate State and Federal guidelines for populations with Access and Functional Needs, PETS Act guidelines for evacuation of pets and service animals, and overall emergency management responsibilities for a city or Operational Area and its employees, citizens, and visitors.

Emergency Operations Center Training. Denise has developed several Emergency Operations Center training courses and written EOC procedural manuals for many agencies including the County of Mono, City of Tustin, City of Oakland, City of Nipomo, City of El Segundo, and the City of Kingsburg. Denise is currently developing the City of Walnut Creek EOC course. She also instructs many of these courses.

Tactical Interoperability Communications Plan Experience. Denise recently created basic and advanced web-based communications training courses for emergency responders in the 11-county Southern Planning Area region. These courses are being used to train law enforcement, fire services, emergency medical services, and non-public safety emergency responders in communications and interoperability solutions.

Denise served as the lead planner for the County of Ventura Interoperability Gap Analysis, writing the core document and conducting assessments of public safety agency communications systems, resources, plans and procedures to conduct the gap analysis.

Ms. Davis was the Administrative Lead for the Interoperable Communications Project for the CalSIEC Southern Planning Area (SPA); an area encompassing the 11 California counties representing Mutual Aid Regions I and IV.

Denise Davis, CEM®
Continued

Denise was responsible for the collection of data to write Tactical Interoperable Communications Plans. She conducted a technical edit for each of the 11 plans and input verified information where needed.

Ms. Davis also led the entering of data into the Communications Assets and Survey Mapping (CASM) database for the 11 counties. She also designed and conducted Training Needs and Gap Analysis workshops for the SPA counties, wrote a Grant Administration document for the 11 counties, and the Training Requirements document for a standardized interoperable communications training course.

Ms. Davis played wrote the Grant Administration procedure in the governance document for the 22-county Capital-Bay Planning Area in Northern California, a technical review and edit of the governance, charter and by-laws documents, and conducted outreach workshops for public safety agencies.

Ms. Davis co-authored the City and County of San Francisco Tactical Interoperability Communications Plan (TICP): conducted data collection, assessment and gap analysis, and wrote key sections of the updated TICP. She also populated the Communications Asset and Survey Management (CASM) database for the City-County and its 41 agencies and departments.

Denise was the Senior Planner on the Riverside UASI Communications Project, responsible for writing an Essential Services Function #2 Communications Annex template for the counties of Riverside and San Bernardino, and the 17 cities within the UASI. She performed outreach surveys, conducted EOP gap analysis, radio system reviews and reports, and wrote emergency planning recommendations for the Utilities companies and emergency medical services agencies within the UASI.

Denise co-authored the update to the City of Los Angeles Tsunami Annex, and wrote the evacuation plan for the Santa Ana Regional Transportation Center (SARTC). Both plans included evacuation considerations for citizens, visitors and employees, including evacuation measures for people with Access and Functional Needs, measures for mass transportation (Amtrak, Metrolink, Transit Authority, intercity and interstate bus transportation, airport and taxi services) and notification, and alerting and warning the citizenry.

Denise was a Team Leader for the Anaheim/Santa Ana Urban Area Security Initiative (UASI) Continuity of Operations Planning (COOP) project. Her responsibilities included the design and development of COOP plans for the five largest cities in Orange County.



Mike Hooper, MEP

Planning Subject Matter Expert

Education

BA, History, Azusa Pacific University

Naval Postgraduate School (NPS), Center for Homeland Defense and Security Learning

Master Exercise Practitioner (MEP)

Specialized Training

NIMS 700

Incident Command 100, 200

NRF 800

Emergency Planning

Emergency Management

Terrorism Prevention Exercise Program (TPEP)

Intelligence Analysis

HAZMAT First Responder

Critical Infrastructure Protection: Transportation Security

Emergency Medical Technician - Basic EMT-B

Affiliations

International Association of Law Enforcement Intelligence Analysts (IALEIA)

10 Years' Experience

Mr. Hooper, Vice President, Western Regional Preparedness Services, is a highly skilled emergency management, homeland security, terrorism prevention, and disaster preparedness, response, and recovery professional, with over 10 years' experience of experience in emergency management and homeland security related activities, including: planning over 75 HSEEP exercises of varying size and complexity; developing emergency operations, response, and recovery, and continuity plans; and delivering various types of emergency management training.

In addition, Mike has experience in emergency operations center activities at the local, state level, and federal level, extensive experience supporting state and regional Fusion Centers and intelligence activities, and working with a variety of homeland security and emergency management grant programs.

Mr. Hooper previously served with the Riverside County, California, Fire Department and is a trained Emergency Medical Technician - Basic (EMT-B).

Related Experience

Los Angeles County Public Health, Point of Dispensing (POD) Site Planning Program, Los Angeles, CA. Led the development of over 150 POD site plans for the county and city of Los Angeles. Led site assessment teams in capturing relevant site data; developed processes for POD site flow and throughput; facilitated the development of site plan security and traffic elements; and liaised with local officials to identify appropriate sites throughout the region.

Los Angeles County Operational Area Exercise Program, Los Angeles, CA. Participated as a Controller in various exercises including: ICS and HAZMAT TTX; Point of Dispensing (POD) and Special Missions Units (HAZMAT) Drills; Strategic National Stockpile (SNS) drill and seminar/training; and County Emergency Operations Center Functional Exercises. Approximately 40 of these exercises had scenarios involving public health and bioterrorism. Prior to and during the exercises, assisted with the administration and logistics necessary to execute the exercise. Developed Situation Manuals, Exercise Plans, and Controller/Evaluator materials, reproduction of handouts, planning with design team members, setup, dissemination and collection of Participant Evaluation Forms. Wrote Multiple After Action Reports (AAR) in support of the Los Angeles County Program.

County of Riverside, Emergency Operations Plan (EOP), Recovery Functional Annex, Riverside, CA. Program manager for the 2012-2013 County of Riverside, Emergency Operations Plan update. Working with local, Operational Area, Regional, State, and Federal partners and programs, developed a Recovery Functional Annex/Emergency Function (EF) to the County EOP, which detailed stakeholders, objectives, roles, responsibilities, and processes for disaster recovery within the Riverside County Operational Area.

Emergency Operations Center Functional Exercise, City of Los Angeles, Emergency Management Department. Project Manager. Mr. Hooper served as Project Manager for and provided support for the City of Los Angeles in the design, development, and delivery of the City's annual Emergency Operation Center (EOC) Functional Exercise. Working with the City's EOC Task Force, and subject matter experts, Willdan designed and developed the exercise to be focused on vertical and horizontal coordination of information; and the horizontal coordination and communications between the EOC and relevant City

Mike Hooper, MEP
Continued

Department Operations Centers. Additionally, Willdan designed the exercise to include the evaluation of communication and coordination between the City's EOC and other public agencies and Non-Governmental Organizations (NGO) EOCs.

California Public Health and Medical Emergency Operations Manual (EOM), Disaster Financial Assistance/Recovery, Training Project, Sacramento, CA.

Working with the California Department of Public Health (CDPH) developed a Disaster Financial Assistance/Recovery training module, which described the general eligibility requirements for disaster-related assistance from state and federal programs; and the conditions which make accurate and complete record-keeping necessary. Consulted extensively with California Governor's Office of Emergency Services (OES), Public Assistance (PA) Section in the development of all training materials. Upon development of training materials, led the production of a training video, based on the developed training materials, intended to be used by Health and Medical entities throughout California.

Riverside County Department of Public Health Exercise Program, Riverside, CA. Lead planner for the Riverside County Disaster Recovery Tabletop Exercise (TTX), for the 2005-2006 Departmental Exercise Program. Developed the Disaster Recovery training elements of the TTX; and worked with Recovery Subject Matter Experts (SMEs) from federal and state recovery programs to facilitate training. Conducted a detailed analysis of departmental and Operational Area recovery plans to identify gaps. In conjunction with Recovery SMEs, developed recommendations for improvements in departmental and Operational Area Recovery plans.

City of Oakland, San Francisco Bay Area, Regional Catastrophic Preparedness Grant Program, Oakland, CA. Gathered input from various city, regional, state, and federal departments, agencies, and stakeholders, and, utilizing CPG 101, drafted *Mass Transportation and Evacuation*, and *Mass Fatality Annexes* to the City of Oakland, CA, Emergency Operations Plan (EOP).

Urban Area Security Initiative (UASI), Anaheim, Santa Ana, CA. Assisted in the design, execution and evaluation of exercises ranging in size from TTX to FSE. Provided the Anaheim/Santa Ana UASI region with exercise design and development support, which includes the design, development, execution, observation, and assessment of discussion and operations-based exercises, ranging in scope from natural disaster, terrorism, and active shooter exercises. In addition to providing exercise program and project management, also provided emergency planning assistance. Mike led the development of over 30 Continuity of Operation Plans (COOP) for the cities of Anaheim and Fullerton; additionally, designed and delivered follow on **training** and TTXs for these plans.

Terrorism Prevention Exercise Program (TPEP). Exercise Lead and training facilitator supporting the National Exercise Division (NED) Terrorism Prevention Exercise Program (TPEP), responsible for the design and development of multiple intelligence exercises for state and major urban area Fusion and intelligence Centers across the US, including a 48-day, real-time intelligence Functional Exercise with the Colorado Information Analysis Center (CIAC). Drafted and briefed information-sharing environment assessments for state fusion centers in the States of Colorado, Connecticut, Louisiana, and South Carolina. These assessments identified information and intelligence gaps in the processes at these fusion centers, and recommended solutions to filling these gaps.



Mike Hooper, MEP
Continued

FEMA National Exercise Division, Regional Support Program. As an Exercise Lead within the Regional Exercise Support Program (RESP), developed and supported multiple response and recovery exercises, of all levels and types, for jurisdictions of all sizes throughout the U.S, including FEMA Regions III, the States of California, South Carolina and Virginia, the cities of Los Angeles, San Diego, and the U.S. Virgin Islands.

Tactical Interoperable Communication Plan (TICP) exercises. Successfully facilitated federal evaluators in assessing the County of San Diego Tactical Interoperable Communications Plan (TICP) during the 2006 Horse Fire in eastern San Diego County; drafted the follow on After Action Report, which contributed to the County of San Diego receiving a perfect score from federal evaluators. Supported evaluation activities during additional TICP exercises in Los Angeles, Orange County, and Sacramento, CA and Phoenix, AZ. Additionally, conducted four separate Training and Exercise Plan Workshops (T&EPW) for the California Statewide Interoperability Executive Committee (CalSIEC) Southern Planning Area (SPA); from these workshops, developed a comprehensive,

California HSEEP Large Stadium Initiative (LSI) Tabletop Exercises. Supported the development of exercise materials for tabletop exercises conducted at the Arco Arena, Sacramento, CA, and the Los Angeles Memorial Coliseum, Los Angeles CA.

EXECUTIVE SUMMARY FORM

Contract Name:

Asbestos Abatement Oversight & Air Monitoring

Contract No.:

Arizona Procurement Contract No. ADSPO12-033368

Statement of Purpose and Need (3-5 Sentences)

Asbestos abatement is required for removal of flooring in the Mail Room and Constable's Office, located on the 1st floor of the Globe Courthouse. The tile, not the mastic, has previously tested positive for asbestos and needs to be removed.

Contract End Date:

3-3-15 to 6-30-15

Renewal Option:

Yes No

Maximum Dollar Limit:

\$1,324.97

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:

Type of Funds:

Restricted

Fund Code:

Grant

General Fund

Other

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. ADSPO12-033368, for Statewide Environmental Consulting Services for Asbestos and Lead approved this 4 day of MARCH, 2015.

GILA COUNTY MANAGER

Don E. McDaniel, Jr.



March 2, 2015

Gila County Finance
Guerrero Building
1400 East Ash Street
Globe, Arizona 85501

Attn: Jeannie Sgroi
Contracts Support Specialist

Re: Environmental Services WT Ref. No: 2185PH114
Task Assignment Scope of Work
Asbestos Abatement Oversight & Air Monitoring
Globe Courthouse, 1400 E. Ash Street, Globe, Arizona 85501

Western Technologies Inc. (WT) is pleased to present this proposal to provide asbestos abatement oversight and air monitoring during removal of approximately 561 square feet of asbestos containing flooring at the Globe Courthouse identified above. Our services will be conducted following the Environmental Protection Agency (EPA), National Emission Standards for Hazardous Air Pollutants (NESHAP) and the Occupational Safety and Health Administration (OSHA).

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 overseeing asbestos abatement activities performed by others (Gila County will select the asbestos abatement company). We will request to review the contractor's worker certifications and respirator fit tests while on site. We will set-up perimeter air sample collection pumps during all phases of work. This will assist in verifying the effectiveness of the contractor's engineering controls for the non-release of fibers into the building.
- Sample analysis will be by PCM. WT will provide a microscope and person on-site who is capable of reading the samples. WT participates in the American Industrial Hygiene Association (AIHA) Proficiency Analytical Testing (PAT) program for PCM analysis (Lab No. 101588).
- WT will conduct the final asbestos abatement inspection following completion of removal of the flooring materials. The work area will undergo sufficient air exchange prior to the collection of the final air samples. WT will collect the samples and analyze them on site by PCM.
- WT will prepare a written close-out report that will include our field data sheets, air monitoring documents, and photographic log.

Gila County
WT Ref. No. 2185PH114

Project Approach

WT did not conduct the asbestos inspection of the flooring so we will assume that the County will have the report on site for our review prior to the start of work. We will review the contractors certification and respirator fit-test documents, conduct perimeter air monitoring and analysis, conduct final abatement inspection, collect final air clearance samples and analysis, and prepare the close-out report for the County.

Experience of Staff

WT will provide an experienced EPA accredited contractor/supervisor for asbestos from our Phoenix office to conduct these tasks. Vicky Aviles 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). Ms. Aviles is also NIOSH 586 PCM analyst and director of the WT Phoenix fibers laboratory.

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

WT anticipate that the abatement can be completed with a long 12-14 hour shift. It is our understanding that this work will be conducted over a weekend.

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

Via
Attachment

**STATE OF ARIZONA
CONTRACT NO. ADOP012-033368
GILA COUNTY FINANCE**

ASBESTOS ABATEMENT OVERSIGHT AND AIR MONITORING, GLOBE COURTHOUSE 1400 EAST ASH STREET, GLOBE, ARIZONA				
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 (14 hours travel/oversight & 4 hours report)	\$ 55.00	18	\$ 990.00
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	\$ 120.00	1	\$ 120.00
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		\$ -
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	6	\$ 60.00
54	Phase Contrast Microscopy (PCM) Air Samples Rush	\$ 15.00		\$ -
55	Atomic Absorption Spectroscope (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) (146 miles X \$.44.5 per mile)	\$ 64.97	1	\$ 64.97
	TOTAL			\$ 1,324.97

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 022415
WEATHERIZATION PROJECT NO. HH#10254

THIS AGREEMENT, made and entered into this 04~~th~~ day of March, 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#10254, 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 022415 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement 022415 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 "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. Commercial General Liability - Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b.

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: 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 \$5,550.00 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

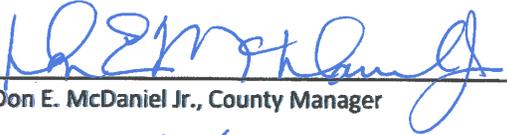
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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. 022415 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

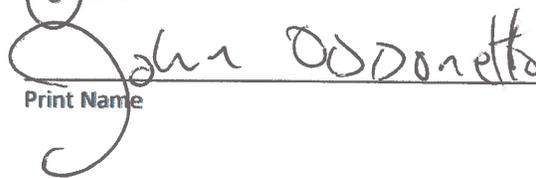


Don E. McDaniel Jr., County Manager

Date: 3/4/15

MOUNTAIN RETREAT BUILDERS



Signature


Print Name

Gila County Housing Services
5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631

Due 2/19/2015 @ 9:AM



SCOPE OF WORK

C:

BID DATE: _____

CONTRACTOR INFORMATION:

Name: M. R. B. LLC

Address: 745 E 5th Street

Globe AZ

85501

Phone: 606-4674

Email: _____

Jurisdiction City of Globe
Census: 1
Owner: _____

BID TOTAL \$: 5550⁰⁰

[Handwritten Signature]
Contractor Signature

**** In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. ****

Contractor Bld

Case#

Page# 2 of 3

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LINE ITEMS - COMPLETE WRITE-UP

General Requirments

1

\$ 0

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.

2

\$ 0

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3

\$ 0

performance

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and PROFESSIONAL manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

Plumbing Repairs

4

\$ 1,900⁰⁰

Replace Hot Water Heater

Remove and dispose of old unit and install new 30 gallon energy-efficient Electric unit to code.

Note: May have to replace electrical from meeter to eliminate improper electrical ran in attic

- 1) Include new shut off valve.
- 2) Install with new water flex lines.
- 3) Install a drain line from the pop-off valve to below the floor level, then horizontally in sight
- 4) Install to include dielectric unions
- 5) Install new electrical as needed to meet 2012 code.
- 6) Install new dog house and insulate unit.

Attic

5

\$ 0

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. and wap standards must have installed a bag density chart stapled to roof joist as well as insulation rulers. Also make all nessessary repairs to electrical in order to insulate attic properly install insulation with correct barriers around chimmney fue for fireplace and make any repairs need to protect our investment of insulation to the roof it leaks around fue and possible leak from ridge.

6

Repairs Areas Above does not guarantee that Rest of Roof does not leak

\$ 1,500

Contractor Bid

Case#

Page# 3 of 3

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6 Patch Holes reduce WH CFM by 1200 *Insulation*
 Patch all holes in sheet rock, walls, ceilings or any visible holes in the house that are leaking air to unconditioned spaces.

- 1) Remove evap cooler and patch inside and out wall penetration thru wall.
- 2) Caulk house as needed to meet cfm reduction Goal of less than 1000 CFM 50
- 3) Install a new attic hatch make sure the it is insulated and has insulation barrier installed properly according to wap guild lines! Must be securely attached to panel.

\$ 1,400⁰⁰

Low cost no cost

7 \$ 100⁰⁰

Weatherstrip Door
 Install adjustable tubular weatherstripping snugly against door without gaps. Include threshold and sweep and check for smooth operation.

8 \$ 100⁰⁰

Install Threshold
 Install aluminum threshold with bubble insert or interlocking aluminum threshold. Fit snugly and check for smooth operation of door.

9 \$ 50⁰⁰

Caulk Window
 Clean surface and caulk to provide leak-free seal according to Performance Manual guidelines.

Mechanical

10 \$ 500⁰⁰

Install ASHREA Fan
 Install ASHREA Fan to meet wap requirements. at 49 CFM constant run.

Job Total Cost: \$ 5,550⁰⁰

Eylicio, Gabriel

From: John Oddonetto <johnmyrayo58@gmail.com>
Sent: Thursday, February 19, 2015 8:53 AM
To: Eylicio, Gabriel; johnnyo
Subject: Weatherisation bid fo

Line bids as follow to meet requirement for JOB TOTAL COST

1. Permits = 0

2 Alternat e n Suggestions=0

3 PERFORMANCE=0

4. REPLACE HOT WATER HEATER=\$ 1,900.00

5 Blown Fiberglass open attic = \$1,500.00

(roof repairs to flue and ridge area are no Guarantee that the rest of roof may leak. Will not be held liable for rest of roof area)

6 Patch holes reduce WH CFM by 1200=\$ 1,400.00

7-8-9 Low cost no cost =\$ 250.00

10 Install ASHREA Fan= \$500.00

TOTAL includes taxes-----\$5,550.00

Will Turn in hard copy asap if selected as low bidder,



AMENDMENT NO. 1

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

**SERVICE AGREEMENT NO. 121814
WEATHERIZATION PROJECT NO. HH#9006
MOUNTAIN RETREAT BUILDERS**

Effective December 30, 2014, Gila County and Mountain Retreat Builders entered into a contract whereby Mountain Retreat Builders agreed to provide labor and materials required for performing all work for construction in Weatherization Project No. HH#9006, in Globe, Arizona.

Service Agreement No. 121814 was issued for a total flat fee of \$13,500.00. Amendment No. 1 to Service Agreement No. 121814 is being issued to request an addition to the contract scope in the amount of One Thousand Four Hundred Twenty-Five dollars and 00/100's (\$1,425.00), to repair leak under bathtub, remove carpet, mitigate water on floor and bedroom walls, blowers to dry out walls and carpet, and add new plywood and carpet. Refer to attached Attachment "A" to Amendment No. 1 to Service Agreement 121814 by mention made a binding part of this Amendment.

Consequently, the contract is amended to increase the contract amount by One Thousand Four Hundred Twenty-Five dollars and 00/100's (\$1,425.00) for a new total contract amount of Fourteen Thousand Nine Hundred Twenty-Five dollars and 00/100's (\$14,925.00).

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

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 4 day of MARCH, 2015.

GILA COUNTY:

Don E. McDaniel Jr.
Don E. McDaniel Jr., County Manager

Date: 3/4/15

MOUNTAIN RETREAT BUILDERS

John O'Donette
Signature
John O'Donette
Print Name

Mountain Retreat Builders, LLC.
 ROC #170186

745 E. Senita Dr.
 Globe AZ 85502
 Phone 928-606-4674

Water Leak INVOICE to repair

DATE— 2-4-2015

TO:
 Gila County Community Services Division
 Weatherization Program
 5515 S. Apache Ave. Suite #200
 Globe, AZ 85501
 928-425-7631

FOR
 HH #9006

	DESCRIPTION		AMOUNT
	Plumber charge to repair leak under bathtub		\$ 275.00
	Restoration company charges to remove carpet and mitigate water on floor and in Bedroom walls Blowers to dry out walls and carpet		\$875.00
	Add new plywood and carpet bedroom		\$275.00
	Tax Included		
	TOTAL		\$ 1,425.00



AMENDMENT NO. 2 to LEASE AGREEMENT NO. 041214

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

**GILA COUNTY ATTORNEY'S OFFICE
AND
ALHAMBRA MHP & STORAGE, LLC**

Effective March 1, 2014, Gila County Attorney's Office and Alhambra MHP & Storage LLC entered into a Lease Agreement whereby the Gila County Attorney's Office is leasing Three Storage Units, Unit #S107, S109 and S110, at 126th E. Montecito Drive, Globe, Arizona 85501 for the annual Storage Fee of Four Thousand Two Hundred Eighty-Four dollars and 00/100's (\$4,284.00).

Amendment No. 1 to Lease Agreement No. 040214 was executed on June 11, 2014, to exercise the option to add a fourth Storage Unit, Unit #S115, at a cost of \$1,428.00 per year. This increased the contract scope in the amount of One Thousand Four Hundred Twenty-Eight dollars and 00/100's (\$1,428.00.)

The Lease Agreement expires on February 28, 2015, Per Item #2 of Lease Agreement 040214, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods.

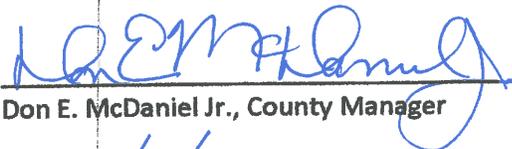
Amendment No. 2 to Lease Agreement 041214 will exercise the option to renew the term of Lease Agreement No. 041214 for one (1), one (1) year term, from March 01, 2015 to February 28, 2016.

In order to have all four units within the same contract term, this Amendment will add a pro-rated amount of \$1,071.00 for Unit #S115, to the original \$4,284.00 for Unit #S107, S109 and S110, for a new total contract amount of \$5,355.00.

All other terms, conditions and provisions of the original Lease Agreement, including previously executed Amendments, shall remain the same and apply during the March 1, 2015 to February 28, 2016 period.

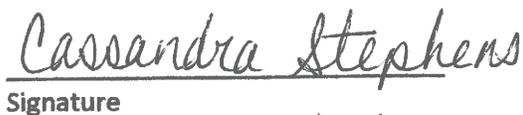
IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 3 day of MARCH, 2015.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 3/4/15

ALHAMBRA MHP & STORAGE LLC


Signature

Cassandra Stephens
Print Name



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 022814-1

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

**PROFESSIONAL SERVICES CONTRACT 022814-1
PROFESSIONAL CONSULTING SERVICES
COST ALLOCATION PLAN AND OMB CIRCULAR A-87**

GLEN DAVID HALVERSON

Effective March 26, 2014, Gila County and Glen David Halverson entered into a contract whereby Glen David Halverson agreed to provide Professional Consulting Services to for the development of cost allocation plans and OMB circular A-87.

Professional Service Contract No. 022814-1 will expire on March 25, 2015. Per Article IX – Term, Gila County shall have the right, at its sole option, to renew the contract for four (2) additional one (1) year periods.

Professional Service Contract No. 022814-1 will expire on March 25, 2015. Per Article IX-Term, Gila County shall have the right, to renew the contract for two (2) additional one (1) year periods.

Amendment No. 1 to Professional Services Contract No. 022814-1, will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from March 26, 2015 to March 25, 2016.

Consultant will continue to bill for services pursuant to Article X – Payment, of the original contract, but in no event shall charges for the March 26, 2015 to March 25, 2016 extension exceed \$10,500.00 without prior written agreement of the County.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 11 day of MARCH, 2015.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

GLEN DAVID HALVERSON


Signature

Date: 3/11/15

GLEN DAVID HALVERSON
Print Name



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 022814-1

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PROFESSIONAL CONSULTING SERVICES
COST ALLOCATION PLAN AND OMB CIRCULAR A-87**

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

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 11 day of MARCH, 2015.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

GLEN DAVID HALVERSON


Signature

Date: 3/11/15

GLEN DAVID HALVERSON
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. 013015-1
BACKFLOW TESTING AND REPAIRS
SOUTHERN GILA COUNTY

THIS AGREEMENT, made and entered into this 11th day of March, 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 **Facilities Manager** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 013015-1** 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 013015-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 013015-1** by mention made a binding part of this agreement as set forth herein.

The contractor shall perform the annual backflow testing at multiple county facilities in Globe, Arizona and repair/replace material as needed per approval.

Locations

Juvenile Detention
1400 E. South Street

Copper Administration Building
1400 E. Ash Street

Sheriff's Office
1100 E. South Street

Woman's Jail Facility
1100 E. South Street

**Sheriff's Office Jail
1100 E. South**

**Woman's Jail Facility
1100 E South Street**

**Gila County Fairgrounds
900 Fairgrounds Road**

**Gila County Fairgrounds RV Park
900 Fairgrounds Road**

**Gila County Courthouse
1400 E. Ash Street**

**Guerrero Building
1400 E. Ash Street**

**Michaelson Building
157 S. Broad**

**Gila County Rabies/Animal Control
700 W. Shelter**

**Facilities/Signs
725 N Rose Mofford Way**

**Administration Building
745 N Rose Mofford Way**

**Roads and Auto
1001 W. Besich Blvd**

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.

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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 sole option to renew the contract for two (2) additional one (1) year periods.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$5,000.00 for completion of the projects as outlined in the Scope of Services, *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. 013015-1 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: 3/11/15

EARTHQUEST PLUMBING INC.



Signature

Timothy W. Haas

Print Name

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on Friday, February 13, 2015 to, Jeannie Sgroi, jsgroi@gilacountyaz.gov, fax 928-402-4386

Contractor Name:	<u>EarthQuest Plumbing</u>		
Contractor Address:	<u>P.O. Box 539</u>		
Contractor Phone #:	<u>928-812-0112</u>	Email Address:	<u>earthquest@earthquestplumbing.com</u>
Contractor Signature:	<u>Timothy W. [Signature]</u>		
TOTAL COST FOR MATERIAL & INSTALLATION			
LABOR COST INCLUDED)	Per hour	\$ <u>55.00</u>	(TAXES
MATERIAL COST INCLUDED)	See attach	\$ <u>Invoice</u>	(TAXES
		+ 15%	
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.			

Earthquest Plumbing, Inc. ROC184573

P.O. Box 539
Globe, AZ 85501**Estimate**

Date	Estimate #
2/9/2015	309

Name / Address
GILA COUNTY FINANCE DEPT. ATTN: ACCOUNTS PAYABLE 1400 E. ASH ST. GLOBE, AZ. 85501

			Project
Description	Qty	Cost	Total
ESTIMATE FOR BACKFLOW TESTS, REPAIRS OR REPLACE. BACKFLOW TEST- -PERMITS INCLUDED, INITIAL CLEANING INCLUDED.. BACKFLOW TEST PRICE INCLUDES THE PERMIT(S) NEEDED FOR EITHER GLOBE OR ARIZONA WATER. INITIAL CLEANING CONSISTS OF FLUSHING GRIT OR DEBRIS TO ACHIEVE PROPER TEST RESULTS, IF NOT ATTAINABLE FROM FLUSH AND CLEANING, THEN REPAIR OR REPLACEMENT MAY BE NEEDED.	1	60.00	60.00
REPAIRS- LABOR PER HR	1	55.00	55.00
REPAIR KITS - 1/2" UP TO 2"	1	100.00	100.00
REPAIR KITS- 2" 1/2- UP TO 6" INVOICE PLUS 15 %		0.00	0.00
NEW 1/2, 3/4", 1" RP EA. WILKINS	1	150.00	150.00
NEW 1/2", 3/4", 1" 825YA FEBCO	1	200.00	200.00
1" PLUS SIZES FOR NEW BACKFLOWS WILL BE INVOICE COST PLUS 15%		0.00	0.00
		0.00	0.00
Subtotal			\$565.00
Sales Tax (8.6%)			\$0.00
Total			\$565.00

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. 011615
BACKFLOW TESTING AND REPAIRS
NORTHERN GILA COUNTY

THIS AGREEMENT, made and entered into this 11th day of March, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and High Country Plumbing Inc., 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 **Facilities Manager** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 011615** 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 011615**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 011615** by mention made a binding part of this agreement as set forth herein.

The contractor shall perform the annual backflow testing at multiple county facilities in Globe, Arizona and repair/replace material as needed per approval.

Locations

**Payson Courthouse
714 Beeline Highway**

**Payson Jail
108 W. Main**

**Payson's Sheriff's Office
108 W. Main**

**Payson Administration Building
610 e. Highway 260**

**Payson Health Department
107 W. Frontier**

**Pine Roads Yard
3810 Old Country Road**

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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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.

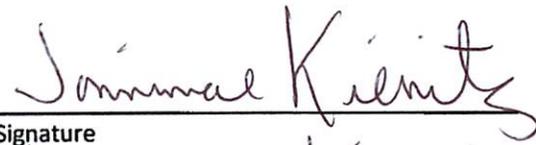
IN WITNESS WHEREOF, Service Agreement No. 011615 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 3/11/15

HIGH COUNTRY PLUMBING INC.


Signature

Jonnae Kienitz
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 Hassenius, Finance Director
Phone (928) 425-3231 Ext. 8743
Fax: (928)425-7056

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 030215
MAJOR REHABILITATION PROJECT NO. 7939

THIS AGREEMENT, made and entered into this 11th day of March, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Noble Building LLC**, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Major Rehabilitation Project No. 7939, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Office of Community Services Housing 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 Major Rehabilitation guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 030215**, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 030215**, 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 030215**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501**, or emailed to Jeannie Sgroi at jsgroi@gilcountyz.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 remain in effect from March 17, 2015 through June 30, 2015.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid in three separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one third (1/3) of the total contract amount. The second invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon fifty percent (50%) of project completion. The final invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This Service Agreement No. 030215 is for a total flat fee of \$49,783.00 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.

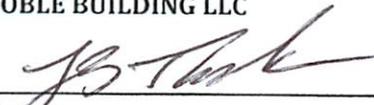
IN WITNESS WHEREOF, two (2) identical counterparts of **Service Agreement No. 030215**, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 11 day of MARCH, 2015.

GILA COUNTY:



Don E. McDaniel, Jr., County Manager

NOBLE BUILDING LLC



Signature

J. Byron Tarenhaus

Print Name

THE STATE OF CALIFORNIA, COUNTY OF ...
I, the undersigned, a Notary Public in and for the State of California, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

NOTARY PUBLIC

NOTARY PUBLIC

Notary Public

Notary Public

Notary Public

Gila County Housing Services

5515 S. Apache Ave.
 P.O. Box 1254
 Globe Az. 85502
 (928)425 - 7631

**SCOPE OF WORK**Case Number: **CDBG 152-13-03**REVIEW DATE: 2-19-15

Jurisdiction Town of Payson
 Census: 1

Owner:

Name/s: Noble Building IIcAddress: 236 W. Thompson rd
Payson Az 85541Phone 928 478-0059email: noblebuildingllc@yahoo.com
JB [Signature]Total - 49,783⁰⁰

Homeowner Signature

Homeowner Signature

** This document is not a finalized scope of work. The scope of work will be used to acquire bids from contractors to ensure a competitive bidding process. If all contractors' bids exceed the amount of funding available, some items will be removed from the scope of work in an attempt to accomplish the work in order of priority. By signing this form, the homeowner agrees and understands that the line items mentioned within the scope may be altered or removed to adjust for cost. **

Contractor Bid

Case# CDBG 152-13-03

Page# 2 of 5

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LINE ITEMS - COMPLETE WRITE-UP**General Requirements**

1

\$ 0.00**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

\$ 0.00**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

\$ 0.00**Any/All Lead Work**

ANY 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.

Roofing

4

\$ 13,368.00**Tear Off Existing Roof and Install New**

Remove existing roofing (including metal drip edge) and pile neatly and haul away immediately. Replace any damaged or rotten roof sheathing.

Replace any fascia (decorative) that is damaged or missing. Install new metal drip edge.

Replace shingles with 50 yr Metal Roofing to 2014 codes. Roofing to be standing seam tee panel, minimum of 24 gauge steel (almond, parchment, natural white, shasta white, or zinc cote). Color chosen by homeowner. Install rubber gaskets/boots on all penetrations.

NOTE: IF EXISTING SHEATHING OR STRUCTURAL MEMBERS ARE DETERIORATED, ROTTED, DAMAGED, NON- EXISTING, THE CONTRACTOR MUST CONTACT THIS AGENCY TO EXECUTE A CHANGE ORDER PRIOR TO ANY SHEATHING WORK BEING DONE THAT IS NOT DIRECTLY SPECIFIED IN THE WORK WRITE-UP.

**Price per sheathing replacement allowance, materials and labor: \$1.50 per sq. ft.

Plumbing Related

5

\$ 500.00**Repair Water Lines**

Remove and dispose of any and damaged lines in bathroom and under/to kitchen sink, replace with

Contractor Bid

Case# CDBG 152-13-03

Page# 3 of 5

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~~copper and or pex lines according to current 2014 code.~~

6

~~\$ 00.00~~**Repair Drain/Sewage Lines**

Remove and dispose of damaged old lines as needed to toilet and bathtub (any sewage and drains directly under bathroom); replace with new drain/sewage as needed. Verify all kitchen sink drain line are working correctly or replace with new drain line as needed to conform with to 2014 code.

7

\$ 3,175.00

Remove Tub and Install Shower Unit

Remove the existing tub/shower unit and all plumbing as needed.
Install a new approved shower unit to fit the area of the existing tub unit, with as few structural changes as possible. Performance Manual guidelines, and manufactures specs., including all framing and fixtures as needed.
Include an ADA anti-scald valve. (Delta #11 T 5243 or similar)
Make any and all repairs to any walls disturbed in the installation

8

\$ 600.00

Remove/Replace Toilet

Remove and dispose of old toilet;
Install new toilet to code as per Performance Manual guidelines. (Manfield, Artisian, Kohler or approved equal)

9

\$ 1,270.00

Remove/Replace Vanity, Sink, Countertop

Remove old vanity w/sink and replace with new to code.
Install new vanity w/sink to code complete. (allowance of up to \$240.00 for vanity and top. Customer is to have a choice in style and color)
Include trap, faucets, shut off valve, pop-up drain, caulk, etc. Faucet must be of water conserving type with max. flow rate of 2.2 GPM at 60 psi.

10

\$ 2,032.00

Remove/Replace Kitchen Sink & Counters

Remove kitchen counters & replace. Install new stainless steel double bowl sink with faucet assembly, trap, shut off valve, basket, and caulk seal at countertop.

11

\$ 127.00

Extend Drainage Line-HVAC Unit (West Ext Wall)

Extend plastic drain lines to code, to ensure no leaks/moisture on exterior paneling.

Interior Walls

12

\$ 1,016.00

Remove Brick in Master Bedroom

Remove and dispose all brick on floor and walls in master bedroom

13

\$ 762.00

Remove Windows & Skylight (Interior Walls)

Remove window between master bedroom and living room, master bedroom and hallway, bedroom #

14

\$ 600.00

Demo/Remove Hallway Closet

Demo hallway closet. Frame/enclose to add space to bathroom.

15

\$ 2540.00

Contractor Bid

Case# CDBG 152-13-03

Page# 4 of 5

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Remove Panelling/Replace Closet Bdrm #2

Remove damaged panelling and entire closet in bedroom #2. Frame & build new closet 1/2 size of

16

\$ 2540.00**Install Panels/Drywall in Demo Areas**

Wherever demo occurred, and wherever possible, install new panelling to match existing. If matching panelling is unavailable, install drywall corner to corner to ensure a consistent look and structural integrity. Ensure drywall and /or panelling is visually acceptable and aesthetically pleasing. If framing does not allow for proper install, add appropriate framing (16" OC) to 2014 farming codes.

General Repairs

17

\$ 2,794.00**Replace Stairs (Front Porch)**

Remove/replace existing stair system at front porch with 3' wide and long porch. See Exhibit A (Gila County Steps Requirements). Price shall include all repairs associated with removal and installation of stair system.

18

\$ 130.00**Remove Kitchen Island Cabinets**

Remove and dispose of upper kitchen island cabinets.

19

\$ 381.00**Remove/Replace Decorative Trim (E side)**

Remove decorative trim on east side of home. Replace with basic wood trim to match existing.

Doors

20

\$ 2,286.00**Replace Exterior Wood Doors**

Remove the two front exterior doors and replace with new comparable exterior door. Make all

Water Heater

21

\$ 2,794.00**Replace water Heater**

Replace the water heater as described. Install all new associated water heater closet plumbing

Painting

22

\$ 2,640.00**Paint Interior of the House**

Prep (caulk & patch), prime and paint interior drywall surfaces. Home owner to decide color (one

23

\$ 960.00**Paint Fascia & Trim**

Clean and scrape all poor surfaces. Prime all scraped surfaces and allow to dry. Apply two coats of paint as specified in Performance Manual. Homeowner to choose color (one color).

24

\$ 2,400.00**Seal Ext Wood Surfaces**

Clean and scrape all poor surfaces. Sample color to match north side of home. Apply a sealer (pigmented if needed to match) to all exterior unpainted wood surfaces, including steps.

Floor

Contractor Bid

Case# CDBG 152-13-03

Page# 5 of 5

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25\$ 1,920.⁰⁰**Install Lanoilum**

Install lanoilum floor covering in kitchen and bathroom. Homeowner chooses design, within price

26\$ 3,048.⁰⁰**Replace Carpet**

Remove and properly dispose of existing carpeting; prepare surface and install new carpet with backing and cushioning as per manufacturer's recommendation. Include needed chrome threshold strips. (Material allowance of \$12.00 a square yard.) Homeowner chooses color and type within price constraints of contractor.

Electrical

27\$ 2,400.⁰⁰**Electrical Repairs**

Make all repairs listed below, and/or on the attached electrical report.

- 1) Replace outlets with GFICs at all locations within 6' of water source including kitchen sink, bath lavatories, washer, exterior outlets, etc. Install to NEC. (Per CABO 4402.4, this does not apply to single receptacle supplying a permanently installed sump pump.)
- 2) Replace any missing or cracked outlets, switches, or covers.
- 3) Install new fan and one separate ceiling light fixture in master bedroom, living room, and dining room areas (include any switches to control fans and lights).
- 4) Replace any wall fixtures with ceiling light fixtures in other areas of home (include any switches needed to control lights).

Job Total Cost: \$ 49,783.⁰⁰