

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

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**REGULAR MEETING - TUESDAY, SEPTEMBER 15, 2015 - 10:00  
A.M.  
R E V I S E D**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE  
- INVOCATION**
  
2. **PRESENTATIONS:**
  - A. Presentation of electronic scanning units and accessible voting devices by Unisyn Voting Solutions as the Gila County Elections Department's voting equipment is outdated and in need of replacement. **(Eric Mariscal)** Presented
  
  - B. Presentation of electronic scanning units and accessible voting devices by Robis Elections, Inc. as the Gila County Elections Department's voting equipment is outdated and in need of replacement. **(Eric Mariscal)** Presented
  
3. **PUBLIC HEARINGS:**
  - A. Information/Discussion/Action to obtain public comment and consider adopting Ordinance No. 2015-03, an amendment to Section 104.7 of the Gila County Zoning Ordinance by deleting reference to a D40 Density District and replacing it with a D10 Density District. **(Bob Gould)** Adopted

B. Information/Discussion/Action to obtain public comment and consider adopting Ordinance 2015-04, an amendment to the Gila County Zoning Ordinance to allow for the establishment of accessory dwelling units in all single family residential districts and to delete references to guest houses. **(Bob Gould)** Tabled

4. **REGULAR AGENDA ITEMS:**

A. Information/Discussion/Action to provide an update on the activities of the Town of Miami's Cobre Valley Community Transit System; approve Intergovernmental Agreement No. 081915-3 (Economic Development Grant) between Gila County and the Town of Miami in the amount of \$31,500, to be paid from the County's 2015-2016 fiscal year budget in order to assist the Town of Miami with its Cobre Valley Community Transit System, specifically, the Dial-A-Ride Program; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. **(Jeff Hassenius and Joe Heatherly)** Approved

B. Information/Discussion/Action to approve Intergovernmental Agreement No. 082015-1 between Gila County and Tonto Basin Unified School District #33 (District) whereby the District shall be allowed to continue to park school buses at the Tonto Basin County facility, and also purchase fuel from the County for the buses at cost for a period of one year with the option for three one-year renewals by mutual agreement of both parties. **(Jeff Hassenius and Steve Sanders)** Approved

- C. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 080515-1 for the complete rebuild of an 816F CAT compactor utilized by the Recycling and Landfill Department. **(Jeff Hessenius and Steve Sanders)** Authorized
- D. Information/Discussion/Action to authorize the Chairman's signature on a Grant of Easement between Gila County and Arizona Water Company whereby the County will grant a waterline easement to Arizona Water Company. **(Steve Sanders)** 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 the Section Eight Management Assessment Program (SEMAP) Certification to finalize the FY 2015 U.S. Department of Housing and Urban Development (HUD) contractual obligations and to ensure that the Gila County Public Housing Agency receives a performance rating from HUD. Approved
- B. Approval of Amendment No. 1 to Contract No. ADHS15-094962 with the Arizona Department of Health Services for the Healthy People Healthy Communities program to change the contract number to ADHS16-098369 and various reporting deliverables of the contract currently utilized by the Gila County Health Department for the period of July 1, 2015, to Approved

June 30, 2020.

- C. Approval of Amendment No. 1 to Contract No. 121714 between Gila County and Koo Design-Build to increase the contract amount by \$5,197 for a new total contract amount of \$124,945, in order to modify the scope of work to provide improved access to various areas of the Payson Courthouse with no impact to the project completion date of November 15, 2015. Approved
  
- D. Approval of Amendment No. 1 to extend the contract term with Jani-Serv, Inc. to provide janitorial services for various County facilities in northern Gila County from August 18, 2015, to August 17, 2016, at an annual cost of \$40,714.56, with the addition of \$1,400, if needed, to cover any potential carpet cleaning and stripping and waxing of floors that may be required during the term of the renewal period. Approved
  
- E. Approval of the August 25, 2015, and September 1, 2015, Board of Supervisors' meeting minutes. Approved
  
- F. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of August 17, 2015 through August 21, 2015, and August 24, 2015 through August 28, 2015. Acknowledged
  
- G. Approval of finance reports/demands/transfers for the weeks of September 8, 2015, and September 15, 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. No Comments
7. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the 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. §38-431.03(A)((3)

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

**ARF-3344**

**Presentation Agenda Item 2. A.**

**Regular BOS Meeting**

Meeting Date: 09/15/2015

Submitted For: Eric Mariscal, Director

Submitted By: Cate Gore, Elections Assistant, Elections Department

Department: Elections Department

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Information

Request/Subject

Election Equipment Demonstration by Unisyn Voting Solutions.

Background Information

The Help American Vote Act of 2002 (HAVA) began the transition to electronic scanning units and accessible voting devices. The Gila County Elections Department received HAVA funding and began acquiring the necessary equipment in 2003 to fulfill the requirements of HAVA. The quoted lifespan of the equipment was stated at ten years. The Gila County Elections Department is seeking to upgrade equipment as the current equipment has begun to show signs of deterioration. Unisyn Voting Solutions is one vendor that provides the needed equipment to support Election Day activities in Gila County. The Board of Supervisors has provided direction that a move towards "Vote Centers" is a method in which citizens will be provided with efficient service that will be more cost effective. In order to establish the "Vote Center" model, this necessitates new elections equipment and software.

Evaluation

Paul Griego, Authorized Representative, of Unisyn Voting Solutions, will be providing the Board of Supervisors a demonstration of the Unisyn Voting Solutions product line.

Conclusion

This presentation will be advantageous to the Board of Supervisors, to help in their decision making process when it comes to the procurement of new voting equipment and software.

Recommendation

It is recommended that Mr. Griego present the Unisyn Voting Solutions equipment.

Suggested Motion

Presentation of electronic scanning units and accessible voting devices by Unisyn Voting Solutions as the Gila County Elections Department's voting equipment is outdated and in need of replacement. **(Eric Mariscal)**

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Attachments

Unisyn Voting Solutions

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World-Class Service

Commitment to  
Excellence

Professional Support

## Leading Innovation in the Election Industry

Unisyn OpenElect® Voting Optical Scan (OVO) is a comprehensive and secure paper-based digital optical scan voting system that both validates and tabulates ballots at each precinct.

### Supports Ranked Choice Voting (RCV)

- Familiar runoff process done in a single election
- Works equally well when there are multiple seats to fill
- Combines two elections into one, so voters only have to make one trip to the poll

### Integrity, Confidence and Flexibility

- 2005 Certification of the Voluntary Voting System Guidelines (VVSG) from the United States Election Assistance Commission (EAC)
- Hardened Linux and Java platform provides multiple layers of security and flexibility



### High levels of Physical and Software Security

Physical measures, coupled with comprehensive procedures, ensure proper and effective security and integrity during equipment preparation, testing, repair and use.

### Transparent System that Supports Accountability

- Reviewed by an EAC-accredited Voting System Testing Laboratory (VSTL)
- Lab reports are made public as part of our transparent process
- Software code is disclosed as part of a procurement process with a jurisdiction

### OVO Features and Benefits

- Self contained ballot counter includes a full color touch screen display, ballot scanner, and precinct report printer
- Provides the voter easy to follow onscreen instructions for all valid operations
- Scans ballots quickly
- Records and deposits ballots into a locked ballot box
- Prints reports and receipts
- Modular design and compact size provides easy transport and set-up



2005 VVSG Certified

Java and Hardened  
Linux Platform

### Questions?

Please visit: [www.unisynvoting.com](http://www.unisynvoting.com)

Call: 1-760-734-3233

Email: [marketing@unisynvoting.com](mailto:marketing@unisynvoting.com)

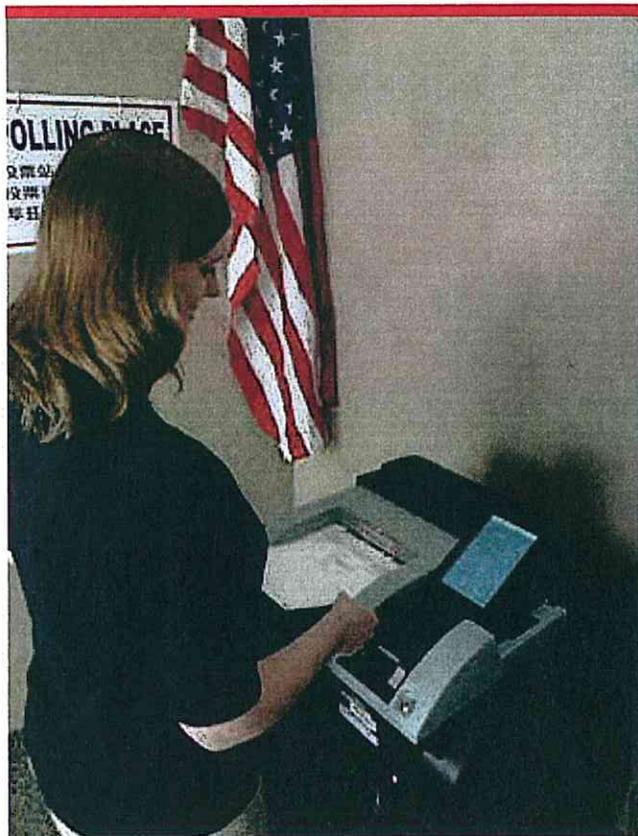
Scalability • Transparency

Flexibility

- Pre Election Support
- Results Reporting
- Media Support
- Voter Education
- Administration Management
- Technical Support
- Maintenance
- Printing
- Supplies

## Flexibility in Program Design and Support Services

Resources, best practices and leading-edge technology provides our clients with the skills and tools needed to revolutionize local elections.



*“Four letters describe Unisyn Voting Solutions - **SAFE: Secure, Accurate, Flexible and Easy** ... No wonder that they’re causing such a stir in the election community. The Unisyn OVO will change the way elections are managed in both the public and private sectors.”*

OpenElect Voting Optical Scan (OVO)

OpenElect Voting Interface (OVI)

OpenElect Voting Central Scan (OVCS)

OpenElect Central Suite (OCS)

**Unisyn Voting Solutions®** is a different kind of company! Embracing the standards set forth by the voting community, we are the *first* Company to offer a digital optical scanning system certified to the 2005 Voluntary Voting System Guidelines set forth by the U.S. Election Assistance Commission (EAC).

Our products provide a wide array of choices in selecting a voting system. Contact our Election Specialists today to learn more!

Unisyn Voting Solutions®: 2310 Cousteau Court, Vista CA 92081

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**Unisyn**  
Voting  
Solutions

## OpenElect® Voting Interface™ Vote Center (OVI-VC™)

Innovative and Versatile

2005 VVSG Certified

ADA

Early Voting

Ranked Choice Voting

Java and Hardened Linux  
Platform

OpenElect® Voting Interface™ Vote Center (OVI-VC™) provides touch screen voting to accommodate voters in an early vote center and multiple precinct vote locations. Fully HAVA compliant; each OVI-VC prints on demand a ballot which may be reviewed by the voter prior to being scanned. Secure tabulation is then completed using the OpenElect® Voting Optical Scan (OVO®) or the OpenElect® Voting Central Scan (OVCS®).



### Americans with Disabilities Act (ADA) Features

- HAVA compliant keypad, sip-n-puff, zoom-in ballot and multi-lingual audio functionality
- Allows voters to prepare ballots independently and privately
- Allows voters to correct mistakes (second chance voting)

### Early Voting/Vote Centers

- Contains all ballot styles to accommodate non-geographical use at early voting locations
- May be used for write-in candidates when required
- Ballots are printed in easy to read format for review by Voter before tabulation



### Transparent System that Supports Accountability

- Fully reviewed and certified by an EAC-accredited Laboratory
- Lab Reports are public as part of our transparent process
- Software code is disclosed for review as part of a procurement process with a jurisdiction



### Questions?

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## Scalability • Transparency Flexibility

- Pre Election Support
- Results Reporting
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- Supplies

## High Levels of Physical and Software Security

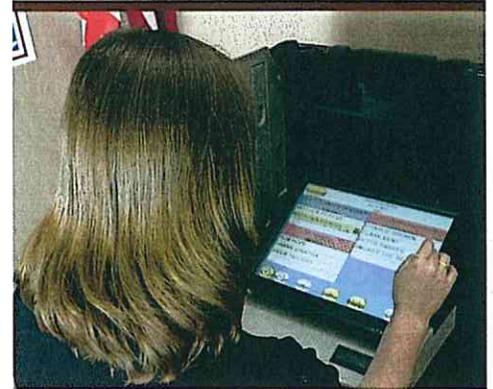
Physical measures, coupled with comprehensive procedures, ensure proper and effective security and integrity of equipment during preparation, testing, repair and use.

## Flexibility in Program Design and Support Services

Resources, best practices and leading-edge technology provides our clients with the skills and tools needed to efficiently conduct elections.

## OVI-VC™ Features and Benefits

- Supports multiple languages
- Rank Choice Voting (RCV)
- Modular design provides easy transport and set up for poll workers
- Ballots are printed in easy to read format for review
- Produces complete precinct audit logs and reports
- OVI-VC™ produced ballots can be easily scanned into the OpenElect® Voting Optical Scan (OVO®) or the OpenElect® Voting Central Scan (OVCS®)



*“Unisyn’s products are easy to use and their ability to customize a program that is good for our jurisdiction is exceptional. The entire company is focused on making sure our elections are successful.”*

OpenElect Voting Optical Scan  
(OVO)

OpenElect Voting Interface (OVI)

OpenElect Voting Interface  
(OVI-VC)

OpenElect Voting Central Scan  
(OVCS)

OpenElect Central Suite (OCS)

**Unisyn Voting Solutions®** is the *first* Company to offer a digital optical scanning system certified to the 2005 Voluntary Voting System Guidelines set forth by the U.S. Election Assistance Commission (EAC).



Our OpenElect® suite of products provides a wide array of equipment choices which allows us to provide the perfect match for the way you want to conduct your elections. Contact our Election Specialists today to learn more!

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**Unisyn**  
Voting  
Solutions

Innovative and Versatile  
2005 VVSG Certified  
ADA  
Early Voting  
Ranked Choice Voting  
Java and Hardened Linux  
Platform



### Americans with Disabilities Act (ADA) Features

- HAVA compliant keypad, sip-and-puff, zoom-in ballot and headphone functionality
- Allows voters to prepare ballots independently and privately
- Allows voters to correct mistakes (second chance voting)



### Early Voting

- Contains all ballot styles for non-geographical use at early voting locations
- Can be used for write-in candidates when authorized
- Ballots can be printed in easy to read format for review

### Ranked Choice Voting (RCV)

- Familiar runoff process done in a single election
- Works equally well when there are multiple seats to fill
- Combines two elections into one, so that voters only have to make one trip to the poll

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## OpenElect® Voting Central Scan (OVCS)

Innovative and Versatile

2005 VVSG Certified

ADA

Early Voting

Ranked Choice Voting

Java and Hardened Linux  
Platform

The OpenElect® Voting Central Scan (OVCS) resides at election headquarters. It is a bulk scanner designated to read absentee and provisional ballots, and to perform recounts. The OVCS also captures Write-In data images and produces a Write-In image report for manual processing upon request.

### Enhanced Speed and Security

- Hardened Linux/Java multi-tiered platform provides enhanced security
- Transparent source code – available for review as part of a jurisdiction's procurement process
- Capable of uploading results directly to the tabulator without intermediate steps

### Multifaceted, Flexible and Comprehensive

- Accommodates Ranked Choice Voting (RCV)
- Provides a permanent record of voter choices
- Captures full ballot images
- Extracts write-in entries from ballots and presents consolidated reports for each contest by precinct
- Can be used for central tabulation and recounts

### High levels of physical and software security

Physical measures, coupled with comprehensive procedures ensure proper and effective security, and integrity during equipment preparation, testing, repair and use.



### Questions?

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*"When It Came To Innovation, Unisyn invested to retool the traditional election technology; adopting a new business model and nurturing a support network of peer-reviewed trusted third parties, industry authorities and skilled workers. The change, led to the renaissance of an entire industry."*

## Scalability • Transparency Flexibility

- Pre Election Support
- Results Reporting
- Media Support
- Voter Education
- Administration Management
- Technical Support
- Maintenance
- Printing
- Supplies

### High Levels of Physical and Software Security

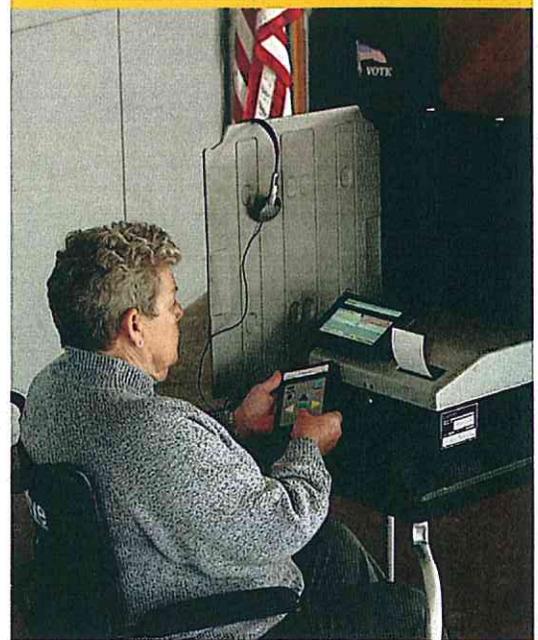
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### Flexibility in Program Design and Support Services

Resources, best practices and leading-edge technology provides our clients with the skills and tools needed to revolutionize local elections.

### OVI Features and Benefits

- Supports multiple languages
- Modular design provides easy transport and set up for poll workers
- Ballots can be printed in easy to read format for review
- Produces a variety of precinct logs and reports
- Ballots can be scanned into the OpenElect® Voting Optical Scan (OVO) or the OpenElect® Voting Central Scan (OVCS)



*"Unisyn's products are easy to use and their ability to customize a program that is good for our jurisdiction is exceptional. The entire company is focused on making sure our elections are successful."*

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Our products provide a wide array of choices in selecting a voting system. Contact our Election Specialists today to learn more!

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Voting  
Solutions

Unisyn OpenElect® Central Suite (OCS) is a Linux-based suite of software applications that works together to define and configure an election:

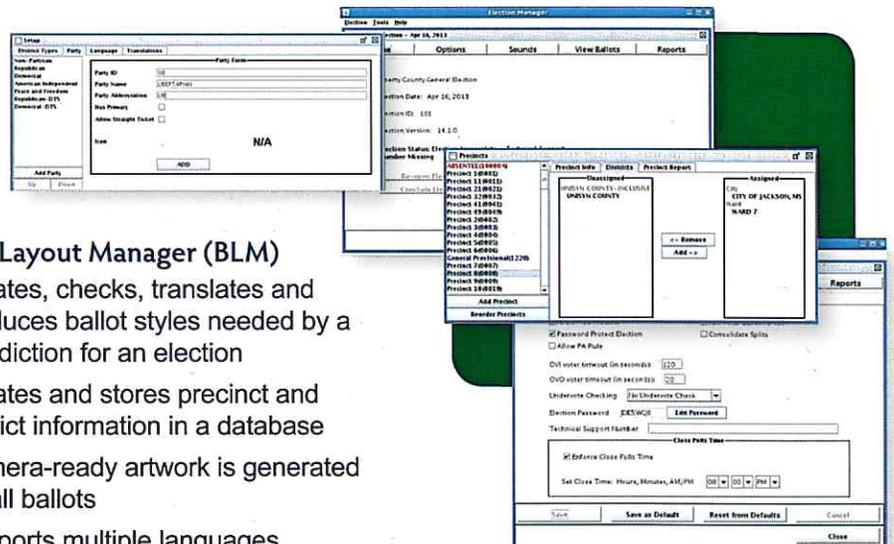
### Complete Control over Your Election Process

- The product suite provides maximum flexibility and customization while guiding the user through every step of the process
- User friendly graphical interface, with familiar interface conventions
- Consistent screen formats that make them easy to learn and easy to use
- Compiles and tabulates vote results
- Provides reports by precinct, by district, by county and statewide



World-Class Service  
Commitment to  
Excellence  
Professional Support  
Java and Hardened  
Linux Platform

The Unisyn OpenElect Central Suite (OCS) works in conjunction with our 2005 VVSG Certified Linux-platform digital scan products:



### Ballot Layout Manager (BLM)

- Creates, checks, translates and produces ballot styles needed by a jurisdiction for an election
- Creates and stores precinct and district information in a database
- Camera-ready artwork is generated for all ballots
- Supports multiple languages
- Supports Ranked Choice Voting (RCV)

### Election Manager (EM)

- Converts the Unisyn election definition file to a Unisyn-specific encrypted XML format
- Allows the jurisdiction to add voting device specific options
- Flexibility to check contests for undervotes, whether to allow or disallow certain features and other options
- Creates and manages Supervisor and Maintenance Technician logins and passwords
- Produces a CD containing encrypted compressed files that are loaded onto the voting devices
- CD is also used by post-election OVS components for election day vote processing

### Questions?

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## Scalability • Transparency

## Flexibility

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## Adjudication

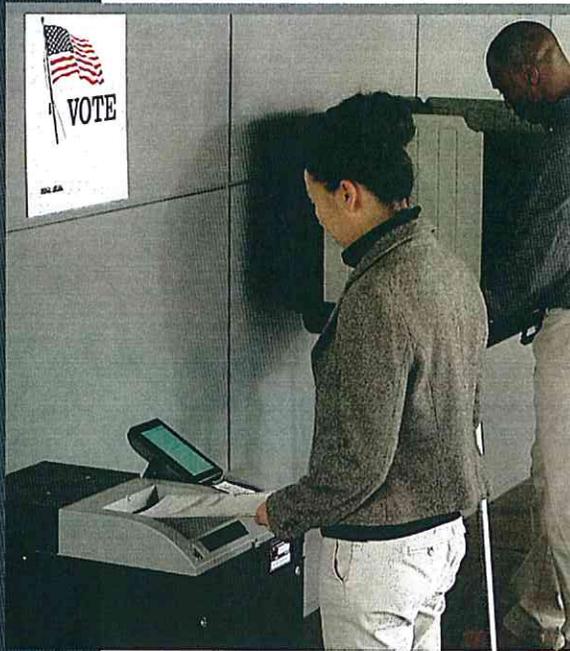
Provides adjudication whereby a qualified group is allowed to review error conditions on a ballot and adjust the ballot record according to the voter's perceived intent.

The OVCS allows for:

- Casting of ballots that cannot be read through system due to defacement of ballot
- Resolution of overvote/undervote conditions on a ballot
- Provides all-electronic handling of write-ins (without manual sorting)
- Provides method for visual validation of system function

## Flexibility in Program Design and Support Services

Resources, best practices and leading-edge technology provides our clients with the skills and tools needed to efficiently conduct local elections.



## Features and Benefits

- Units can be scaled, depending on number of ballots
- Flexibility to read various ballot sizes and two-sided ballots
- Capable of uploading results directly to tabulation without the need for intermediate steps

OpenElect Voting Optical Scan (OVO)

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Java and Hardened  
Linux Platform



### Unisyn Voting Solutions®...Integrity and Passion in Everything We Do!

Unisyn understands that the successful implementation of any new voting system relies on the team that operates it. That is why we work closely with election management, poll workers, technicians and warehouse personnel to help your election run smoothly and efficiently. This includes:

- Partnership that provides security, transparency, flexibility and scalability
- Leading-edge technology that makes reporting easy to manage and secure
- Customized design and delivery of support services and resources
- Highly qualified personalized and interactive staff training
- Nationwide service – we are available to come to you

#### Public and Private Election Services

- Tabulation System Reports
- Ongoing Maintenance
- Service Bureau Ballot Layout
- Early Voting and Absentee Ballots

#### Headquarters Election Staff

- Layout and design of ballots
- Candidate entry
- Tabulation
- Identification and resolution of potential problems

#### Poll Workers

Unisyn offers a “Train the Trainers” program by providing hands-on, classroom and video instruction so that trainers can easily and effectively instruct the numerous polling place workers in all functions of the Unisyn system used in their precinct.

#### Technicians and Warehouse Staff

We provide training for:

- Technical service (Unisyn-qualified voting machine repair technician)
- Functionality and maintenance of machines
- All hardware components including repair and replacement of parts
- Warehouse operations, and in the proper preparation, delivery and return of voting units
- “How to troubleshoot problems on Election Day”

#### Questions?

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Email: [marketing@unisynvoting.com](mailto:marketing@unisynvoting.com)

*“Unisyn provides a comprehensive and customized program that helps jurisdictions of all sizes obtain fast and accurate results. The entire company is focused on making sure that every vote will actually be counted.”*

## Scalability • Transparency Flexibility

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- Supplies

### Election Server (ES)

- Sets the correct system time on the voting devices
- Uses the Election CD created by the Election Manager component to download new election data (via a closed and secure network) to OVO and OVI voting devices

### Tabulator Client (TC)

- Following an election, transport media (Flash memory) from each poll location are delivered to a central count location, uploaded and converted to a database format that the jurisdiction can use for Unofficial and Official Canvass Reporting
- Retrieves, decrypts and transfers the vote files from the transport media to the Tabulator
- Resides on the same PC as the Tabulator or on a PC that communicates with the Tabulator

### Tabulator

- Unisyn's Tabulator receives and validates uploaded voting data and provides a status of uploaded files
- Provides Ranked Choice Voting (RCV) functionality
- Uses the Tabulator database to store results from all precincts

### Tabulator Reports (TR)

- Accesses data from the Tabulator Database to generate the necessary Unofficial and Official reports
- As precinct results are uploaded, the vote tabulator generates and updates a number of reports including:
  - Status reports
  - Consolidated Election Report, summarized by precinct
  - Voter Turnout report and other reports such as providing election results to the media
- The vote files maintain both an administrative audit trail and a voter audit trail that provide capability to retrieve ballot images

### Transparent Source Code that Supports Accountability

- Reviewed by EAC-accredited Laboratory
- Lab Reports are made public as part of our transparent process
- Software code is disclosed as part of a procedure process with a jurisdiction

*"In an industry challenged with old technology - One Company has stepped up to the plate. That company is **Unisyn Voting Solutions.**"*

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## Media/Public Information Services

- A media specialist to help with public education, establishing an image of transparency with local media and providing pertinent information to enhance a positive image of the Election Office
  - Hosted news conference to introduce and demonstrate the ease of use of the new voting machines
  - Literature distribution regarding the new system, including sample ballots
  - Press release to announce the contract signing
  - “Open House” with voting units at the Election Office for people to practice how to operate the machine and how to cast their ballot
  - Staff training on how to demonstrate the voting system to others, such as the public and media

## Maintenance Services

- Unisyn Voting Solutions provides a full complement of series for your election requirements, these include:
  - Service and maintenance of all voting unit components
  - Warehouse services, including storage, and set up

## Printing Services

**Unisyn provides jurisdiction printing services which include:**

- Early Voting, Absentee and Election Day Ballots
- Poll worker manuals
- Precinct kits
- Test decks

We also provide assistance for Ballot Management programs. This includes the coordination between the election staff and the Printer that is designated to print all required ballots in all ballot formats.

## Election Supplies

Unisyn offers all election supplies required to conduct a successful election. Whether you require ballots of any type, voting booths, ballot boxes, vote-here signs, sample ballots, precinct kits, security seals and miscellaneous expendable supplies, we can accommodate any need.

## Unisyn is a Different Kind of Company!

We understand that there are many dynamics involved in running a successful election. For instance, ballots that violate basic design principles can cause votes to be lost. That is why we partner with you to collaboratively design and deliver printed materials, along with staff training and support materials that are tailored to achieve success. Using our expertise and leading-edge technology, we help clients to instill voter confidence, while delivering optimal service and enhancing security. Contact our Election Specialists today to learn more!

**ARF-3345**

**Presentation Agenda Item 2. B.**

**Regular BOS Meeting**

Meeting Date: 09/15/2015

Submitted For: Eric Mariscal, Director

Submitted By: Cate Gore, Elections Assistant, Elections Department

Department: Elections Department

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Information

Request/Subject

Election Equipment Demonstration by Robis Elections Inc.

Background Information

The Help American Vote Act of 2002 (HAVA) began the transition to electronic scanning units and accessible voting devices. The Gila County Elections Department received HAVA funding and began acquiring the necessary equipment in 2003 to fulfill the requirements of HAVA. The quoted lifespan of the equipment was stated at ten years. The Gila County Elections Department is seeking to upgrade equipment as the current equipment has begun to show signs of deterioration. Robis Elections Inc. is one vendor that provides the needed equipment to support Election Day activities in Gila County. The Board of Supervisors has provided direction that a move towards "Vote Centers" is a method in which citizens will be provided with efficient service that will be more cost effective. In order to establish the "Vote Center" model, this necessitates new elections equipment and software.

Evaluation

Jonathan Chambers, Regional Sales Associate, of Robis Elections Inc., will be providing the Board of Supervisors a demonstration of the Robis product line.

Conclusion

This presentation will be advantageous to the Board of Supervisors to help in their decision making process when it comes to the procurement of new voting equipment and software.

Recommendation

It is recommended that Mr. Chambers present the Robis Elections equipment.

Suggested Motion

Presentation of electronic scanning units and accessible voting devices by Robis Elections, Inc. as the Gila County Elections Department's voting equipment is outdated and in need of replacement. **(Eric Mariscal)**

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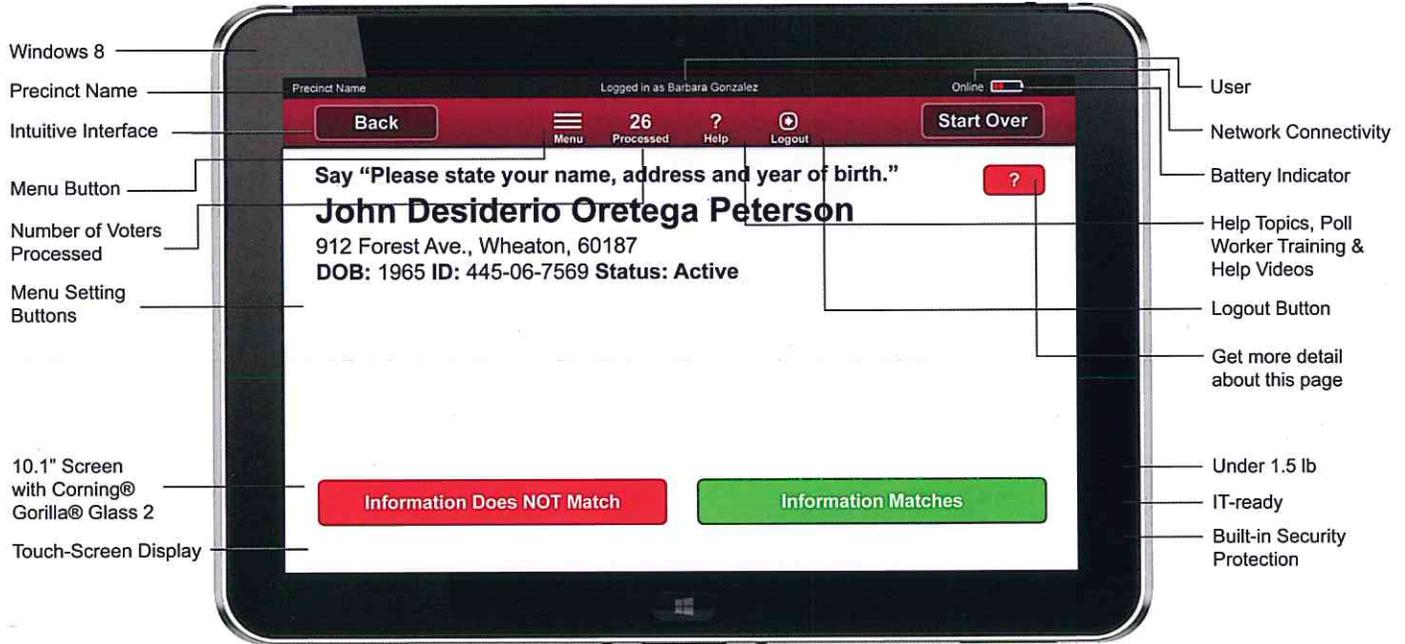
Attachments

Robis Elections Inc.

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# The AskED® ePollbook

Your All-In-One Electronic Poll Book Solution



## Connectivity

The AskED ePollbook does not require a connection to operate.

## Poll Site Maps

Direct voters to the correct polling location with built-in poll site maps.

## Help Topics

Train poll workers in real time. Supplement in-class and online training.

## Secure Data

Multiple built-in safety features encrypt and protect data.

## Election Decision Support™

Direct the poll worker consistently & accurately—saving calls to the office.

## On-Screen Signature Capture

Capture signatures on the screen without purchasing any additional hardware.

## Built-In Barcode Scanner

Scan a driver's license or ID without purchasing any additional hardware.

## Real-Time Command Center

Check the status on every electronic poll book and access reports in real-time

## Accessories

Do more with your electronic poll book.



All-In-One Case



Rugged Productivity Jacket



Voter Access Card Encoder



Label Printer



On-Demand Ballot Printer



**Election Decision**

**Robis** Inc.  
Elections

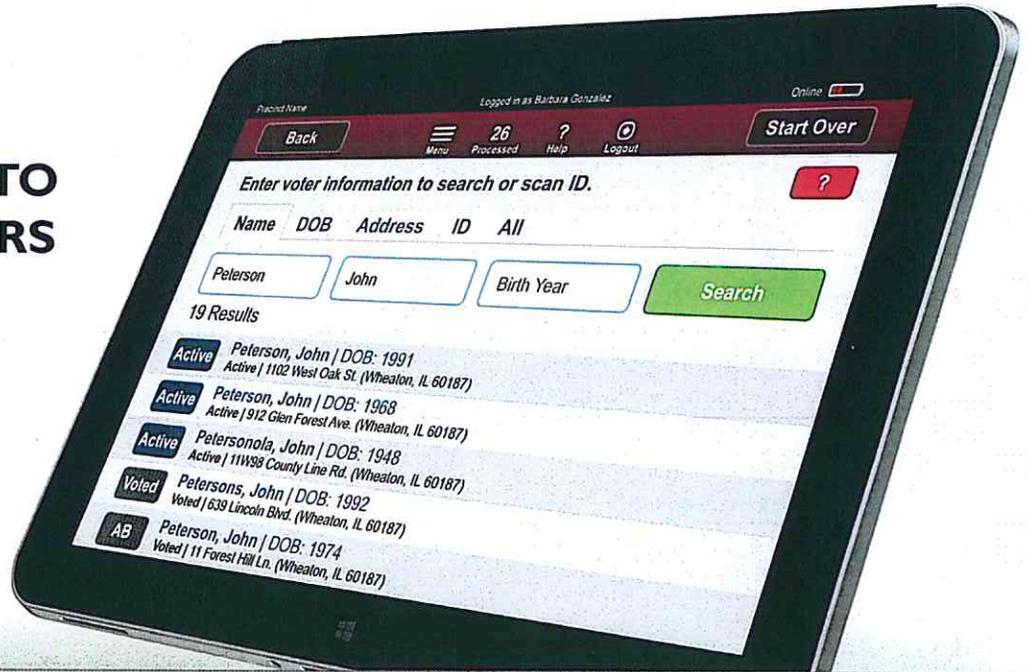
Visit [goasked.com](http://goasked.com) | Call 630.752.0220

# The AskED® ePollbook

Your All-In-One Electronic Poll Book Solution

## THE EASY WAY TO CHECK IN VOTERS

Flexible & Adaptable



### Super Simple

The AskED ePollbook is the most intuitive electronic poll book available. No technical experience is required.

### Ultra Efficient

Check in voters in 20 seconds or less, confirm ballot assignments and update voter history.

### Configurable

The AskED ePollbook is configurable to your specific procedures and laws to ensure accuracy.

### Stay Connected

See what is happening at every poll site, and make improvements with AskED's central Command Center.

## Low Profile

The AskED ePollbook is just 9.2 mm thin and weighs just 1.38 lb.



### Reduce Training

Your poll workers will love it. No other electronic poll book makes a poll worker's job easier. Step-by-step instructions guide the poll worker through the check-in process. The AskED ePollbook integrates all state and local regulations into the poll worker screens. Clear 'Yes' and 'No' responses to simple questions assure accurate and consistent voter check-in.

### Reduce Election Support Calls

Equip poll workers to conduct efficient voter look-up. Voter status issues can be immediately addressed and resolved at the polling site. The AskED ePollbook's logic is prepared to address all types of voters that require additional assistance or direction: voters who have moved, first-time voters and absentee voters.



**Election Decision**

Robis<sup>Inc.</sup>  
Elections

Visit [goasked.com](http://goasked.com) | Call 630.752.0220

# The Robis Elections Team

Helping state and local governments benefit from election technology



YOU CAN BE THIS RELAXED ON ELECTION DAY.

## Dedicated to Superior Customer Support

For over 20 years, Robis Elections, has been passionately committed to creating innovative products and solutions that help election officials improve the voter experience, create efficiencies and meet the unique needs of local and federal elections. Robis designed software is currently in use in over 50,000 polling places around the United States.

## Proven Partner for Elections Large and Small

Robis Elections has a reputation of support that is second to none. We partner with our customers to provide reliable, secure and scalable solutions that are easy-to-use. The AskED suite empowers election departments large and small to do more with less. We are working with election officials across the U.S. to improve the administration of elections.

## Robis Elections Gives You the Power to Work Smarter

### Election Decision Support™

Our patent-pending Election Decision Support system ensures that each election worker is guided to the correct, appropriate, consistent course of action for each situation.

### Ease of Use

The AskED suite of products is designed to be easy to use regardless of a user's election experience or technical ability, which means smoother elections for our customers.

### Powerful Personalization

Each AskED solution is adaptable to your particular needs so that the technology empowers the way you want to work instead of forcing you into someone else's mold.

### Save Time & Money

The AskED product suite can help you lower costs and reduce risks, so you can accomplish more with less – all while improving service to your constituents.



**Election Innovation**

Robis<sup>Inc.</sup>  
Elections

Visit [goasked.com](http://goasked.com) | Call 630.752.0220

# The AskED® Product Suite

Easy-to-use technology that lowers costs  
while enhancing the election process

## The AskED® Suite Provides Solutions That Reduce Workload With Increased Productivity

The AskED® Suite frees staff from administrative duties and paperwork by empowering employees with more flexibility in accessing and maintaining valuable information. Configurable to each jurisdiction's requirements, the AskED® Suite streamlines data collection, ensures information accuracy and saves time by making results available in real-time.

Easy  
to Use

Greater  
Efficiency

Proven  
Security

Powerful  
Personalization

Advanced  
Technology

Flexible  
& Scalable

Help Desk



### AskED® Help Desk 3.0

▶ The election industry's leading call-center solution for creating efficiencies and streamlining the management of elections.

E-Pollbook



### AskED® E-Pollbook & BOD

▶ The only all-in-one electronic pollbook with Election Decision Support.™ Empower users to solve voter issues in the polling place.

Problem Solver



### AskED® In-Precinct Problem Solver

▶ Change the way poll workers solve election problems. It's the ultrafast way to make election information easily accessible and useful.

Troubleshooter



### AskED® Troubleshooter

▶ Track and monitor election issues from the field. Dispatch troubleshooters electronically and instantly know the status of each issue.

Online Training



### AskED® Online Training

▶ Train poll workers anytime and anywhere. Provide consistent training with verifiable testing and results.

Materials Tracker



### AskED® Materials Tracker

▶ Track election equipment and materials. Drill down into more detail with instant access to equipment status and history for making informed decisions.

Surveyor



### AskED® Surveyor

▶ Quickly survey sites for ADA compliance, elections readiness, etc. Results are instantly compiled electronically. Supports question logic, photos, GPS and more.

Voter Outreach



### Voter Outreach & Education

▶ Improve voter service and reduce Election Day problems through better voter education via websites, kiosks, videos, banners, direct mail and more.

Consulting & Apps



### Election Consulting & Apps

▶ Ask about a custom solution that integrates with your existing systems and provides you with increased capabilities for your elections.



Election Innovation

Robis<sup>Inc.</sup>  
Elections

Visit [goasked.com](http://goasked.com) | Call 630.752.0220

**ARF-3340**

**Public Hearing 3. A.**

**Regular BOS Meeting**

Meeting Date: 09/15/2015

Submitted For: Robert Gould, Community Development Division Director

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

Department: Community Development Division Division: Planning and Zoning

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Information

Request/Subject

Adoption of Ordinance No. 2015-03 to amend Section 104.7 of the Gila County Zoning Ordinance to change the density district for General Unclassified (GU) Zoning District from a minimum 40,000 square foot lots to 10,000 square foot lots.

Background Information

In August 2014, the Board of Supervisors adopted a revised Zoning Ordinance for the unincorporated areas of Gila County. At that time staff recommended that the minimum lot size for a GU Zoning District should be 40,000 square feet. The minimum lot at that time was 10,000 square feet. A GU Zoning District was originally adopted in 1987, and at that time it was estimated by staff that 60% of all lots were unzoned. The GU Zoning District was then automatically applied to all of those lots.

Evaluation

In August 2014, the GU Zoning District was modified to require a minimum density of 40,000 square feet. There are many GU zoned lots located along the state highway which should be promoted for commercial use. Requiring minimum lot sizes of almost one acre is not practical for commercial lots. At the current time commercial lots do not have minimum lot sizes listed in the Gila County Zoning Ordinance.

Conclusion

The proposed change was done in error by the Community Development Division Director last year. This proposed change will correct that error.

Recommendation

The Planning and Zoning Commission held a public hearing on this proposed modification to the Gila County Zoning Ordinance and voted to recommend that the Board of Supervisors approve Ordinance No. 2015-03.

Suggested Motion

Information/Discussion/Action to obtain public comment and consider adopting Ordinance No. 2015-03, an amendment to Section 104.7 of the Gila County Zoning Ordinance by deleting reference to a D40 Density District and replacing it with a D10 Density District. **(Bob Gould)**

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Attachments

Ordinance No. 2015-03

Red-lined Ordinance

Staff Report

Legal Ad

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**ZONING ORDINANCE FOR UNINCORPORATED AREAS OF  
GILA COUNTY, ARIZONA  
ORDINANCE NO. 2015- 03**

AN ORDINANCE TO AMEND SECTION 104.7.A OF THE GILA  
COUNTY ZONING ORDINANCE BY DELETING REFERENCE TO D40 DENSITY  
DISTRICT AND REPLACING WITH D10 DENSITY DISTRICT.

**WHEREAS**, in accordance with the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and upon recommendation of the Planning and Zoning Commission, the Board of Supervisors may amend, supplement or change the regulations set forth in the zoning code; and

**WHEREAS**, revisions have been made to the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, to include Sections 104.7; and

**WHEREAS**, on August 20, 2015 a public hearing was held by the Planning and Zoning Commission to review and obtain public comment regarding the proposed changes to the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, as required by the Zoning Code; and

**WHEREAS**, the Planning and Zoning Commission has recommended that the Board of Supervisors adopt the amendment to allow the Density District for GU Zoning District to be changed from D40 to D10; and,

**WHEREAS**, the Board of Supervisors has properly noticed this Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and conducted a public hearing in compliance with A.R.S. §11-251-05(C) and 11-813.

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors adopts as amended the Zoning Ordinance of Unincorporated Areas of Gila County, Arizona, which will go into effect 30 days after Board of Supervisors' approval:

**SECTION 104.7**

**A. GU -- GENERAL UNCLASSIFIED DISTRICT**

1. **Intent and Purpose:** To provide for all the unincorporated areas of Gila County not otherwise designated for some other specific zone to be included in the "General Unclassified District" by this Ordinance.
2. **District Stipulations and Provisions:**
  - a. No subdivision of land for sale, rent, or lease, for residential, commercial, or industrial use, shall be conducted or approved in the GU District without prior rezoning of the land so intended.
  - b. Off-site signs (Billboards) are not permitted in this Zoning District
  - c. Sexually oriented businesses are not permitted in this Zoning District.
  - d. The minimum density requirements shall be that for D10 density district.

**3. Permitted Uses**

Farm and non-farm residential uses; farms, ranches, recreational, and commercial uses.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of September 2015

**ATTEST:**

**GILA COUNTY BOARD OF SUPERVISORS**

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

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief

**ZONING ORDINANCE FOR UNINCORPORATED AREAS OF GILA  
COUNTY, ARIZONA  
ORDINANCE NO. 2015 -03**

AN ORDINANCE TO AMEND SECTION 104.7.A OF THE GILA  
COUNTY ZONING ORDINANCE BY DELETING  
REFERENCE TO D40 DENSITY DISTRICT AND  
REPLACING WITH D10 DENSITY DISTRICT.

**WHEREAS**, in accordance with the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and upon recommendation of the Planning and Zoning Commission, the Board of Supervisors may amend, supplement or change the regulations set forth in the zoning code; and

**WHEREAS**, revisions have been made to the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, to include Sections 104.7; and

**WHEREAS**, on August 20, 2015 a public hearing was held by the Planning and Zoning Commission to review and obtain public comment regarding the proposed changes to the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, as required by the Zoning Code; and

**WHEREAS**, the Planning and Zoning Commission has recommended that the Board of Supervisors adopt the amendment to allow the Density District for GU Zoning District to be changed from D40 to D10; and,

**WHEREAS**, the Board of Supervisors has properly noticed this Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and conducted a public hearing in compliance with A.R.S. §11-251-05(C) and 11-813.

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors adopts as amended the Zoning Ordinance of Unincorporated Areas of Gila County, Arizona, which will go into effect 30 days after Board of Supervisors' approval:

**SECTION 104.7**

**A. GU -- GENERAL UNCLASSIFIED DISTRICT**

1. **Intent and Purpose:** To provide for all the unincorporated areas of Gila County not otherwise designated for some other specific zone to be included in the "General Unclassified District" by this Ordinance.
  - a. **District Stipulations and Provisions:**
    - i. No subdivision of land for sale, rent, or lease, for residential, commercial, or industrial use, shall be conducted or approved in the GU District without prior rezoning of the land so intended.
    - ii. Off-site signs (Billboards) are not permitted in this Zoning District
    - iii. Sexually oriented businesses are not permitted in this Zoning District.
    - iv. The minimum density requirements shall be that for ~~D40~~ **10** density district.

c. **Permitted Uses**

Farm and non-farm residential uses; farms, ranches, recreational, and commercial uses.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of September 2015

**ATTEST:**

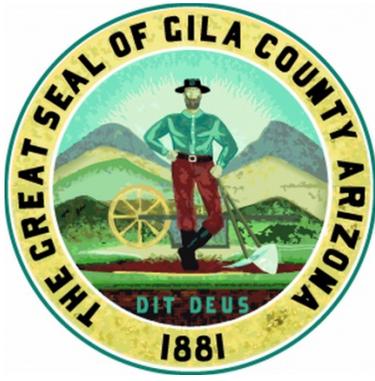
**GILA COUNTY BOARD OF SUPERVISORS**

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

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jefferson Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief



# **PROPOSED AMENDMENT TO ZONING REGULATIONS FOR GU ZONING DISTRICT**

## **Staff Report to the Planning & Zoning Commission**

*The purpose of this amendment is to return the Density provisions for GU Zoning District to a minimum lot size of 10,000 square feet.*

Application Z-15-03

Planning and Zoning Commission Hearing

8/20/2015

# Proposed Amendment to Zoning Regulations for GU Zoning District

## *Staff Report to the Planning & Zoning Commission*

In 1986 the Planning & Zoning Commission agreed to initiate the process to incorporate the GU Zoning District into the Zoning Ordinance.

In order to truly understand the intent of the GU zoning district you have to read the minutes for the hearings because the actual language of the zoning regulations for this district can be interpreted in a different manner than intended.

Bob Bigando presented this issue to the Commission and made the following points about the GU district.

1. First and foremost approximately 60% of the unincorporated area of Gila County was not zoned at that time and this zoning would apply to all those unzoned areas. (very rural areas)
2. The implementation of this zoning district would allow the County to impose building codes to the unzoned area.
3. This district was intended to be a holding pattern for all areas designated with GU zoning.
4. This district was especially needed in Tonto Basin because there were already plans at that time to install mobile home parks.

In August of 2014 I had requested that the Board amend the GU District by adding a stipulation that this district would follow the guidelines for the D40 Density District. Prior to this there was no specific requirement for any density district so we followed 104.2.A.2.b which states:

“If no density is established on any particular lot or parcel of land, then all provisions of the D10 District shall prevail.”

I believe the original intent was to create a holding zone that would be a highly restrictive zoning. Most holding zones are zoned for residential only with minimum lot sizes of five to ten acres. GU zoning does not quite qualify as a holding zone with no minimum lot size specified and the allowance of commercial development.

If GU were solely for residential development this amendment would be no problem, but it also allows commercial development. Requiring all commercial lots to be at least one acre in size can be and is problematic.

This proposal is simply take the GU zoning district back to what it was prior to the most recent amendment in 2014. The only change would be to specify 10,000 square foot minimum lot sizes.

The language on the following page is the proposed modification:

**A. GU -- GENERAL UNCLASSIFIED DISTRICT**

- a. **Intent and Purpose:** To provide for all the unincorporated areas of Gila County not otherwise designated for some other specific zone to be included in the “General Unclassified District” by this Ordinance.
  
- b. **District Stipulations and Provisions:**
  - i. No subdivision of land for sale, rent, or lease, for residential, commercial, or industrial use, shall be conducted or approved in the GU District without prior rezoning of the land so intended.
  - ii. Off-site signs (Billboards) are not permitted in this Zoning District
  - iii. Sexually oriented businesses are not permitted in this Zoning District.
  - iv. The minimum density requirements shall be that for ~~D40~~**-10** density district.
  
- c. **Permitted Uses**

Farm and non-farm residential uses; farms, ranches, recreational, and commercial uses.

**Staff Recommendations:**

Staff recommend that the Commission approve the proposed modifications to the GU Zoning District.

**Possible Motion:**

I move to recommend to the Board of Supervisors approval of Zoning application Z-15-03 to require minimum 10,000 square foot lots in GU zoning districts

As per ARSS 11-813: display advertisement covering not less than one-eighth of a full page.

**DISPLAY AD  
GILA COUNTY PLANNING AND ZONING COMMISSION  
AND THE  
GILA COUNTY BOARD OF SUPERVISORS**

**PUBLIC NOTICE IS HEREBY GIVEN** that the Gila County Planning & Zoning Commission will have a public hearing on Thursday August 20, 2015, at 10:00 am in the Gila County Supervisor's Hearing Room at 1400 E Ash Street, Globe, Arizona, and simultaneously broadcast to the Board of Supervisor's Conference Room at the Payson County Complex, 610 E Highway 260, Payson, Arizona.

The Gila County Board of Supervisor's will have a public hearing on Tuesday September 15, 2015, at 10:00 am in the Gila County Supervisor's Hearing Room at 1400 E Ash Street, Globe, Arizona, and simultaneously broadcast to the Board of Supervisor's Conference Room at the Payson County Complex, 610 E Highway 260, Payson, Arizona.

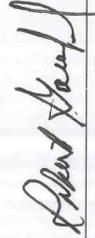
Both hearings will be to discuss and obtain public comment regarding amendments to the Gila County Zoning Ordinance. The Zoning Ordinance regulates land development in the unincorporated areas of Gila County that is currently zoned.

**Z-15-02 Amend Sections 102 and 104:** Section 102 Definitions add a new definition for Accessory Dwelling Unit (ADU).  
Section 104 Establishment of Zones: 1) Add a new section 104.B.2 applicable to the establishment of Accessory Dwelling Units in all single family residential districts.  
2) Delete 104.C.1 applicable to "Detached Guest House". 3) Move Sections 104.C.2 to C.1, Move section 104.C.3 to C.2, 104 C.4 to C.3. 4) Delete section 104.2.A.4.a 5) Edit section 104.2.F.3.a to refer to One main residence. 6) Edit section 104.2.G.3 to refer to One single family dwelling on any lot or parcel of land.

**Z-15-03 Modified Section 104.7:** Special Zoning Districts by deleting 2.d the requirement for D40 density district.

The complete DRAFT of these proposed amendments is available for public inspection in the office of the Gila County Community Development Division located at 745 N. Rose Mofford, Globe, Arizona, or 610 East Highway 260, Payson, Arizona and is also available on the Gila County website under the Community Development Division under Planning and Zoning ([www.gilacountyaz.gov](http://www.gilacountyaz.gov)).

Gila County Planning and Zoning



Robert Gould  
Planning and Zoning Director

**ARF-3341**

**Public Hearing 3. B.**

**Regular BOS Meeting**

Meeting Date: 09/15/2015

Submitted For: Robert Gould, Community Development Division Director

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

Department: Community Development Division

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Information

Request/Subject

Adopt as amended Ordinance No. 2015-04, an amendment to the Gila County Zoning Ordinance to allow Accessory Dwelling Units in the Unincorporated areas of Gila County.

Background Information

This Ordinance will allow the establishment of accessory dwelling units in all single family residential districts. Accessory dwelling units are second housing units that are accessory to the primary housing unit. It also deletes all reference to guest houses due to the fact that they are included with this amendment.

Evaluation

The current Zoning Ordinance allows guest houses but there are several restrictions such as no kitchen facilities and they have to be non-rental units. This is almost impossible to enforce and not necessary as it doesn't impact the residential character of a neighborhood. We have removed these restrictions while emphasizing the need to maintain the single family residential character. It helps with affordable housing and allows elderly to have a home close to their children when needed.

Conclusion

Staff believe this Ordinance would be beneficial to the residents of Gila County and have minimal adverse impacts that can be adequately dealt with.

Recommendation

The Planning and Zoning Commission held a public hearing on this application on August 20, 2015, and has unanimously recommended approval to the Board of Supervisors. The Community Development Division Director has been reviewing the proposed Ordinance with Deputy County Attorney Jeff Dalton. As a result a final draft of Ordinance No. 2015-04 is being presented to the Board of Supervisors for adoption after public comment has been obtained.

### Suggested Motion

Information/Discussion/Action to obtain public comment and consider adopting Ordinance 2015-04, an amendment to the Gila County Zoning Ordinance to allow for the establishment of accessory dwelling units in all single family residential districts and to delete references to guest houses. **(Bob Gould)**

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### Attachments

Ordinance No. 2015-04 Final as recommended for adoption by the BOS

Ordinance No. 2015-04 w/markups as recommended for adoption by the BOS

Staff Report

Final Ordinance as recommended by P&Z Commission

Draft Ordinance as recommended by P&Z Commission

Legal Ad

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## ZONING ORDINANCE FOR UNINCORPORATED AREAS OF GILA COUNTY, ARIZONA

### ORDINANCE NO. 2015-04

AN ORDINANCE TO AMEND SECTION 102 BY ADDING A DEFINITION FOR AN ACCESSORY DWELLING UNIT (ADU); ADDING SECTION 104.B.2 FOR REGULATING ADUs; DELETING SECTIONS 104.C.1 AND 104.2.A.4.a; AND AMENDING SECTIONS 104.2.F.3.a AND 104.2.G.3.a FOR GUEST QUARTERS.

**WHEREAS**, in accordance with the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and upon recommendation of the Planning and Zoning Commission, the Board of Supervisors may amend, supplement or change the regulations set forth in the zoning code; and

**WHEREAS**, revisions have been made to the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, to include Sections 102 and 104; and

**WHEREAS**, on August 20, 2015, a public hearing was held by the Planning and Zoning Commission to review and obtain public comment regarding the proposed changes to the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, as required by the Zoning Code; and

**WHEREAS**, the Planning and Zoning Commission has recommended that the Board of Supervisors adopt these amendments to allow for Accessory Dwelling Units; and,

**WHEREAS**, the Board of Supervisors has properly noticed this Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and conducted a public hearing in compliance with A.R.S. §11-251-05(C) and 11-813.

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors adopts as amended the Zoning Ordinance of Unincorporated Areas of Gila County, Arizona, which will go into effect 30 days after Board of Supervisors' approval:

#### **SECTION 102 DEFINITIONS**

**Accessory Dwelling Unit (ADU):** An ADU is a small self-contained dwelling, typically with its own entrance, and cooking and bathing facilities that shares the site of a larger, single-unit dwelling. ADUs may be attached, as in the case of a basement apartment, or detached, as in the case of a backyard cottage.

An ADU is not a separate property; it has the same owner as the primary dwelling.

**SECTION 104  
ESTABLISHMENT OF ZONES (USE AND DENSITY DISTRICTS)**

In conformity with the intent and purpose of this Zoning Ordinance, “Use” and “Density” districts are hereby adopted in order to classify, regulate, restrict and separate uses of land and structures, lot dimensions and areas, yard widths and depths, percent of lot coverage and open spaces, lot area required for dwelling units and other structures, spacing of buildings, and the height and bulk of structures. The following general regulations apply to all Single Family Districts except where noted otherwise:

**A. INTENT AND PURPOSE**

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

**B. DISTRICT STIPULATIONS AND PROVISIONS**

**2. ACCESSORY DWELLING UNITS:**

- a. There are three (3) different categories or types of Accessory Dwelling Units:
  - i. Attached Unit
  - ii. Detached Unit
  - iii. Interior Unit
  
- b. Regulations for Accessory Dwelling Units (ADUs):
  - i. In all single family residential districts, one ADU shall be permitted by right on an individual lot in accordance with the Gila County Building Code Ordinance.
  - ii. The ADU shall not occupy more floor area than the primary dwelling unit.
  - iii. Minimum size of lot or parcel for an ADU shall be 5,000 square feet.
  - iv. The primary use must already be established prior to permitting an ADU.
  - v. No more than one entrance per story shall be located in each building façade that faces a street.
  - vi. The property owner must reside in the primary or accessory unit.
  - vii. The Planning & Zoning Commission may grant, through a conditional use permit, approval to locate an ADU that does not meet one or more of the conditions of this section. The applicant must demonstrate that the application complies with the general purposes and intent of this chapter with no adverse effects to the character of the single family residential district.
  - viii. A deck or balcony is permitted as a portion of any story of the accessory building provided:
    - a) The deck or balcony is oriented so as to not face a principal building on an adjoining property in a single family residential district.

- ix. The accessory building shall conform to all applicable setback and lot occupancy regulations in accordance with 103.1.F of the Gila County Zoning Ordinance.
- x. The closest façade of a detached accessory building shall be separated from the closest façade of the principal building by a distance of ten (10) feet minimum unless attached to the principal building.
- xi. Park Models (Recreational Park Trailers) are built in accordance with ANSI Standards are not permitted in single family residential districts that do not allow manufactured homes. In order for a Park Model to be considered the following regulations must be followed in other single family residential districts:
  - a) The trailer tongue must be removed.
  - b) Adequate off-street parking and legal access must be provided.
  - c) Setup and installation must follow the same requirements as those for a manufactured home and any requirements of the Park Model manufacturer.
  - d) Must have exterior skirting.
  - e) Must be connected to permanent wastewater system in accordance with ADEQ rules and regulations.
  - f) Decks and patios must be self-supporting and require building permits in addition to the required permit for a park model.
  - g) Must meet all zoning, building and wastewater setback requirements.
  - h) Cannot be attached to the principal building and must meet the minimum 10 foot separation requirement from other structures.
  - i) Must meet all floodplain requirements.
  - j) Must place smoke detector in bedroom in accordance with the Gila County Building Code Ordinance No. 2014-03.
  - k) Primary residential unit must be permitted prior to permitting an ADU unit.
  - l) Park Models are the only type of recreational vehicle to be used as an ADU.
  - m) Every sleeping room shall have at least one operable emergency escape and rescue opening in accordance with the Gila County Building Code.

c. Development Standards

- i. Height. The maximum height for a detached ADU is 30 feet.
- ii. Building coverage. The building coverage shall not exceed the maximum percentage allowed in the Density District.
- iii. Parking. Adequate must be provided that is off-street.
- iv. Must have adequate facilities for the discharge of wastewater.

d. Design Standards

- i. Location of entrances. Only one main entrance may be located on the street-facing facade of the house, unless the house contained additional entrances before the ADU was created. An exception to this regulation is an entrance that does not have access from the ground, such as an entrance from a balcony or deck.

- ii. Exterior design details. Exterior finish materials, roof pitch, trim, eaves, window orientation and dimension must be the same or visually match those of the primary dwelling unit.

#### **104.C USES PERMITTED SUBJECT TO A USE PERMIT**

1. Bed and breakfast establishments, subject to the following conditions:
  - a. Applicants for a use permit shall be the property owner.
  - b. No more than three (3) bedrooms shall be designated and/or used as guest rooms.
  - c. The maximum duration of stay of any one guest shall be ten (10) days.
  - d. Guests must enter through the main entrance to the dwelling to get to their rooms with no separate entrance allowed.
  - e. All parking must be accommodated on the site.
  - f. All meals or snacks provided to guests shall be served in a common dining area.
  - g. Any applicable State and County Health Department regulations must be complied, and all required permits must be obtained and remain valid so long as the use is in operation.
  - h. The Use Permit shall be issued for periods of two years. Prior to the expiration date of the permit, the Director, or his designate, shall review the establishment for compliance with the terms of the permit. Full compliance shall result in an automatic two year extension; violations shall result in suspension or revocation.
2. Public utility facilities (but not business offices, repair facilities or storage and equipment yards) subject to the following conditions:
  - a. Water Storage Tanks
    - i. Shall be no taller than sixteen (16) feet.
    - ii. Shall be painted in neutral “earth tone” shades of green or brown and landscaped to minimize adverse visual impact to surrounding properties.
    - iii. All exposed valves and piping shall be vandal proofed and screened or painted to match tanks.
  - b. Water Wells
    - i. Shall be enclosed in well houses constructed of durable materials finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
    - ii. Shall be made secure and vandal proofed.
  - c. Electrical and Natural Gas Facilities
    - i. Shall be screened by an opaque fence or wall finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.

ii. Shall be made secure and vandal proofed.

3. Home Occupations.

**Section 104.2.A.4.a**

4. Uses Permitted Subject to a Use Permit:

a. Bed and breakfast establishments, subject to the following conditions:

- i. Applicants for a use permit shall be the property owner.
- ii. No more than three (3) bedrooms shall be designated and/or used as guest rooms.
- iii. The maximum duration of stay of any one guest shall be ten (10) days.
- iv. Guests must enter through the main entrance to the dwelling to get to their rooms with no separate entrance allowed.
- v. All parking must be accommodated on the site.
- vi. All meals or snacks provided to guests shall be served in a common dining area.
- vii. Any applicable State and County Health Department regulations must be complied, and all required permits must be obtained and remain valid so long as the use is in operation.
- viii. The Use Permit shall be issued for periods of two years. Prior to the expiration date of the permit, the Director, or his designate, shall review the establishment for compliance with the terms of the permit. Full compliance shall result in an automatic two year extension; violations shall result in suspension or revocation.

b. The keeping of individual animals not classified as household pets or domestic farm-type animals.

c. Non-commercial kennels.

d. Public utility facilities (but not business offices, repair facilities or storage and equipment yards) subject to the following conditions:

i. Water Storage Tanks:

- a) Shall be no taller than sixteen (16) feet.
- b) Shall be painted in neutral “earth tone” shades of green or brown and landscaped to minimize adverse visual impact to surrounding properties.
- c) All exposed valves and piping shall be vandal proofed and screened or painted to match tanks.

ii. Water Wells

- a) Shall be enclosed in well houses constructed of durable materials finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
- b) Shall be made secure and vandal proofed.

iii. Electrical and Natural Gas Facilities

- a) Shall be screened by an opaque fence or wall finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
- b) Shall be made secure and vandal proofed.

e. Home Occupations.

**Section 104.2.F.3.a**

3. Permitted Uses:

- a. One main residence.

**Section 104.2.G.3.a**

3. Permitted Uses

- a. One single family dwelling on any lot or parcel of land.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of September 2015.

**ATTEST:**

**GILA COUNTY BOARD OF SUPERVISORS**

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

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief



**ZONING ORDINANCE FOR UNINCORPORATED AREAS OF GILA COUNTY,  
ARIZONA  
ORDINANCE NO. 2015-04**

AN ORDINANCE TO AMEND SECTION 102 BY ADDING A DEFINITION FOR AN ACCESSORY DWELLING UNIT (ADU) AND ADDING SECTION 104.B.2 FOR REGULATING ACCESSORY DWELLING UNITS AND DELETING SECTIONS 104.C.1 AND 104.2.A.4.a AND AMENDING SECTIONS 104.2.F.3.a AND 104.2.G.3.a FOR GUEST QUARTERS.

**WHEREAS**, in accordance with the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and upon recommendation of the Planning and Zoning Commission, the Board of Supervisors may amend, supplement or change the regulations set forth in the zoning code; and

**WHEREAS**, revisions have been made to the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, to include Sections 102, and 104; and

**WHEREAS**, on August 20, 2015 a public hearing was held by the Planning and Zoning Commission to review and obtain public comment regarding the proposed changes to the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, as required by the Zoning Code; and

**WHEREAS**, the Planning and Zoning Commission has recommended that the Board of Supervisors adopt these amendments to allow for Accessory Dwelling Units; and,

**WHEREAS**, the Board of Supervisors has properly noticed this Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and conducted a public hearing in compliance with A.R.S. §11-251-05(C) and 11-813.

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors adopts as amended the Zoning Ordinance of Unincorporated Areas of Gila County, Arizona, which will go into effect 30 days after Board of Supervisors' approval:

**SECTION 102  
DEFINITIONS**

**Accessory Dwelling Unit (ADU):** An ADU is a small self-contained dwelling, typically with its own entrance, cooking, and bathing facilities, that shares the site of a larger, single-unit dwelling. ADUs may be attached, as in the case of a basement apartment, or detached, as in the case of a backyard cottage. An ADU is not a separate property; it has the same owner as the primary dwelling.

**SECTION 104  
ESTABLISHMENT OF ZONES (USE AND DENSITY DISTRICTS)**

In conformity with the intent and purpose of this Zoning Ordinance, "Use" and "Density" districts are hereby adopted in order to classify, regulate, restrict and separate uses of land and structures, lot dimensions and areas, yard widths and depths, percent of lot coverage and open spaces, lot area required for dwelling units and other structures, spacing of buildings, and the height and bulk of structures. The following general regulations apply to all Single Family Districts **except where noted otherwise:**

## A. INTENT AND PURPOSE

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

## B. DISTRICT STIPULATIONS AND PROVISIONS

### 2. ACCESSORY DWELLING UNITS:

- a. There are three (3) different categories or types of Accessory Dwelling Units:
  - i. Attached Unit
  - ii. Detached Unit
  - iii. Interior Unit
  
- b. Regulations for accessory dwelling units
  - i. In all single family residential districts, one accessory dwelling unit shall be permitted by right on an individual lot in accordance with the Gila County Building Code Ordinance
  - ii. The accessory dwelling unit shall not occupy more floor area than the primary dwelling unit
  - iii. Minimum size of lot or parcel for an ADU shall be 5,000 square feet.
  - iv. The primary use must already be established prior to permitting an accessory dwelling unit.
  - v. No more than one entrance per story shall be located in each building façade that faces a street;
  - vi. The property owner must reside in the primary or accessory unit.
  - vii. The Planning & Zoning Commission may grant, through a conditional use permit, approval to locate an accessory dwelling unit that does not meet one or more of the conditions of this section. The applicant must demonstrate that the application complies with the general purposes and intent of this chapter with no adverse effects to the character of the single family residential district.
  - viii. A deck or balcony is permitted as a portion of any story of the accessory building; provided:
    - a) The deck or balcony is oriented so as to not face a principal building on an adjoining property in a single family residential district.
  - ix. The accessory building shall conform to all applicable setback and lot occupancy regulations in accordance with 103.1.F of the Gila County Zoning Ordinance;
  - x. The closest façade of a detached accessory building shall be separated from the closest façade of the principal building by a distance of ten (10) feet minimum unless attached to the principal building;
  - xi. Park Models (Recreational Park Trailers) are built in accordance with ANSI Standards are not permitted in single family residential districts that do not allow manufactured homes. In order for a Park Model to be considered the following regulations must be followed in other single family residential districts:
    - a) The trailer tongue must be removed
    - b) Adequate off-street parking and legal access must be provided
    - c) Setup and installation must follow the same requirements as those for a manufactured home and any requirements of the Park Model manufacturer
    - d) Must have exterior skirting
    - e) Must be connected to permanent wastewater system in accordance with ADEQ rules and regulations
    - f) Decks and patios must be self-supporting and require building permits in addition to the required permit for a park model
    - g) Must meet all zoning, building and wastewater setback requirements

- h) Cannot be attached to the principal building and must meet the minimum 10 foot separation requirement from other structures
  - i) Must meet all floodplain requirements
  - j) Must place smoke detector in bedroom in accordance with the Gila County Building Code Ordinance 2014-03
  - k) ~~Cannot be a primary residence, only an ADU~~ Primary residential unit must be permitted prior to permitting an ADU unit
  - l) Park Models are the only type of recreational vehicle to be used as an ADU
  - m) Every sleeping room shall have at least one operable emergency escape and rescue opening in accordance with the Gila County Building Code.
- c. Development Standards
- i. Height. The maximum height for a detached ADU is 30 feet.
  - ii. Building coverage. The building coverage shall not exceed the maximum percentage allowed in the Density District.
  - iii. Parking. Adequate must be provided that is off-street.
  - iv. Must have adequate facilities for the discharge of wastewater.
- d. Design Standards
- i. Location of entrances. Only one main entrance may be located on the street-facing facade of the house, unless the house contained additional entrances before the ADU was created. An exception to this regulation is an entrance that does not have access from the ground, such as an entrance from a balcony or deck.
  - ii. Exterior design details. Exterior finish materials, roof pitch, trim, eaves, window orientation and dimension must be the same or visually match those of the primary dwelling unit.

#### 104.C USES PERMITTED SUBJECT TO A USE PERMIT

- ~~1. A detached guest house accessory to the main dwelling only, subject to the following conditions:~~
- ~~a. The guest house shall be confined to the rear one half of the property, shall be separated from the main dwelling by at least ten (10) feet and shall be located at least ten (10) feet from the rear property line.~~
  - ~~b. The total square footage of the guest house shall not exceed 800 square feet.~~
  - ~~c. A deed restriction shall be recorded for the subject property which prohibits the rental, lease or sale of the guest house.~~
1. Bed and breakfast establishments, subject to the following conditions:
- a. Applicants for a use permit shall be the property owner.
  - b. No more than three (3) bedrooms shall be designated and/or used as guest rooms.
  - c. The maximum duration of stay of any one guest shall be ten (10) days.
  - d. Guests must enter through the main entrance to the dwelling to get to their rooms with no separate entrance allowed.
  - e. All parking must be accommodated on the site.
  - f. All meals or snacks provided to guests shall be served in a common dining area.

- g. Any applicable State and County Health Department regulations must be complied with, and all required permits must be obtained and remain valid so long as the use is in operation.
  - h. The Use Permit shall be issued for periods of two years. Prior to the expiration date of the permit, the Director, or his designate, shall review the establishment for compliance with the terms of the permit. Full compliance shall result in an automatic two year extension; violations shall result in suspension or revocation.
2. Public utility facilities (but not business offices, repair facilities or storage and equipment yards) subject to the following conditions:
- a. Water Storage Tanks
    - i. Shall be no taller than sixteen (16) feet.
    - ii. Shall be painted in neutral “earth tone” shades of green or brown and landscaped to minimize adverse visual impact to surrounding properties.
    - iii. All exposed valves and piping shall be vandal proofed and screened or painted to match tanks.
  - b. Water Wells
    - i. Shall be enclosed in well houses constructed of durable materials finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
    - ii. Shall be made secure and vandal proofed.
  - c. Electrical and Natural Gas Facilities
    - i. Shall be screened by an opaque fence or wall finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
    - ii. Shall be made secure and vandal proofed.
3. Home Occupations.

#### Section 104.2.A.4.a

4. Uses Permitted Subject to a Use Permit:
- ~~a. A detached guest house appurtenant to the main dwelling only, subject to the following conditions:
 
    - ~~i. The guest house shall be confined to the rear one half of the property, shall be separated from the main dwelling by at least ten (10) feet and shall be located at least ten (10) feet from the rear property line.~~
    - ~~ii. The total square footage of the guest house shall not exceed 800 square feet.~~
    - ~~iii. A deed restriction will be recorded for the subject property which prohibits the rental, lease or sale of the guest house.~~~~
  - a. Bed and breakfast establishments, subject to the following conditions:
    - i. Applicants for a use permit shall be the property owner.
    - ii. No more than three (3) bedrooms shall be designated and/or used as guest rooms.
    - iii. The maximum duration of stay of any one guest shall be ten (10) days.
    - iv. Guests must enter through the main entrance to the dwelling to get to their rooms with no separate entrance allowed.
    - v. All parking must be accommodated on the site.
    - vi. All meals or snacks provided to guests shall be served in a common dining area.
    - vii. Any applicable State and County Health Department regulations must be complied with, and all required permits must be obtained and remain valid so long as the use is in operation.
    - viii. The Use Permit shall be issued for periods of two years. Prior to the expiration date of the permit, the Director, or his designate, shall review the establishment for compliance with the terms of the permit. Full compliance shall result in an automatic two year extension; violations shall result in suspension or revocation.
  - b. The keeping of individual animals not classified as household pets or domestic farm-type animals.
  - c. Non-commercial kennels.

- d. Public utility facilities (but not business offices, repair facilities or storage and equipment yards) subject to the following conditions:
  - i. Water Storage Tanks:
    - a) Shall be no taller than sixteen (16) feet.
    - b) Shall be painted in neutral “earth tone” shades of green or brown and landscaped to minimize adverse visual impact to surrounding properties.
    - c) All exposed valves and piping shall be vandal proofed and screened or painted to match tanks.
  - ii. Water Wells
    - a) Shall be enclosed in well houses constructed of durable materials finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
    - b) Shall be made secure and vandal proofed
  - iii. Electrical and Natural Gas Facilities
    - a) Shall be screened by an opaque fence or wall finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
    - b) Shall be made secure and vandal proofed.
- e. Home Occupations.

**Section 104.2.F.3.a**

3. Permitted Uses:

- a. One main residence. ~~and one detached, non-rental guest house with separate kitchen and sanitary facilities~~

**Section 104.2.G.3.a**

3. Permitted Uses

- a. One single family dwelling on any lot or parcel of land. ~~which may, in addition, contain quarters for servants or non-paying quests or non-paying guests provided no facilities for preparation or cooking of food are contained therein. If such quarters are detached from the main building, such accessory buildings shall be located no closer to property lines than is allowed for the main building.~~

**PASSED AND ADOPTED** this 15<sup>th</sup> day of September 2015

**ATTEST:**

**GILA COUNTY BOARD OF SUPERVISORS**

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

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jefferson Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief



# ACCESSORY DWELLING UNITS

## Staff Report to the Planning & Zoning Commission

Accessory dwelling units (ADUs) — also referred to as accessory apartments, second units, or granny flats — are additional living quarters on single-family lots that are independent of the primary dwelling unit. The separate living spaces are equipped with kitchen and bathroom facilities, and can be either attached or detached from the main residence.

*From Accessory Dwelling Units: Case Study (HUD)*



Application Z-15-02  
Planning & Zoning Commission Public Hearing  
August 20, 2015

# Accessory Dwelling Units

## *Staff Report to the Planning & Zoning Commission*

There are several objectives that should be addressed if this proposal is to have a positive effect that protects the character of a single family residential neighborhood. In order to ensure that we maintain that single family residential character we have included several regulations.

- First, the parcel must be occupied by the owner.
- Second, any construction must be geared toward being similar to the existing development in the neighborhood.
- Third, if a person follows all regulations then this should be by right and not require public hearings
- Fourth, if all regulations are not followed the applicant can still go through a public hearing process for a conditional use permit to demonstrate that they won't negatively impact the residential character.
- Finally, when families need to be close together due to health reasons or financial hardships that opportunity is available to them.

While we do allow deviations from the established development standards the applicant for that deviation(s) must go through the public hearing process and obtain a conditional use permit. This will assure that others in the neighborhood have input on the deviation prior to approval or disapproval and that the objectives stated above are all addressed. This will go a long way toward providing greater flexibility in our regulatory program.

Attached to this report is a Case Study for Accessory Dwelling Units that was prepared by the US Department of Housing and Urban Development. This study will provide ample information, as well as, sample ordinances for Accessory Dwelling Units.

### **Summary of Proposed Amendments**

1. Added a new definition for Accessory Dwelling Units (ADU) to Section 102 of the Zoning Ordinance
2. Deleted Section 104.C referring to guest houses. Did not see the need for this section if we allow accessory dwelling units. Also deleted Section 104.2.A.4.a that states the same thing for R1 Zoning Districts.
3. Amended Sections 104.F.3.a and 104.2.G.3.a to limit permitted use to residence.
4. Only allow one ADU per parcel.
5. An ADU cannot exceed the size of the primary dwelling unit.
6. Must have a minimum lot area of 5,000 square feet
7. Require the property owner to live on the parcel
8. Allows the Commission to make deviations from these standards through the conditional use permit process as long as the character of the single family district is not changed.
9. Requires compliance with all development standards for the district in which located.
10. Allows park models to be used for an ADU with several conditions.
11. Must provide adequate off-street parking
12. Requires that the design of the ADU blend in with the primary dwelling unit.

The following are the actual code amendments being proposed for consideration.

## **SECTION 102 DEFINITIONS**

**Accessory Dwelling Unit (ADU):** An ADU is a small self-contained dwelling, typically with its own entrance, cooking, and bathing facilities, that shares the site of a larger, single-unit dwelling. ADUs may be attached, as in the case of a basement apartment, or detached, as in the case of a backyard cottage. An ADU is not a separate property; it has the same owner as the primary dwelling.

## **SECTION 104 ESTABLISHMENT OF ZONES (USE AND DENSITY DISTRICTS)**

In conformity with the intent and purpose of this Zoning Ordinance, “Use” and “Density” districts are hereby adopted in order to classify, regulate, restrict and separate uses of land and structures, lot dimensions and areas, yard widths and depths, percent of lot coverage and open spaces, lot area required for dwelling units and other structures, spacing of buildings, and the height and bulk of structures. The following general regulations apply to all Single Family Districts **except where noted otherwise:**

### **A. INTENT AND PURPOSE**

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

### **B. DISTRICT STIPULATIONS AND PROVISIONS**

#### **2. ACCESSORY DWELLING UNITS:**

**a.** There are three (3) different categories or types of Accessory Dwelling Units:

- i.** Attached Unit
- ii.** Detached Unit
- iii.** Interior Unit

**b. Regulations for accessory dwelling units**

- i.** In all single family residential districts, one accessory dwelling unit shall be permitted by right on an individual lot.
- ii.** The accessory dwelling unit shall not occupy more floor area than the primary dwelling unit
- iii.** Minimum lot area for an ADU shall be 5,000 square feet.
- iv.** The primary use must already be established prior to permitting an accessory dwelling unit.
- v.** No more than one entrance per story shall be located in each building façade that faces a street;
- vi.** The property owner must reside in the primary or accessory unit.
- vii.** The Planning & Zoning Commission may grant, through a conditional use permit, approval to locate an accessory dwelling unit that does not meet one or more of the conditions of this section. The applicant must demonstrate that the application complies with the general

purposes and intent of this chapter with no adverse effects to the character of the single family residential district.

- viii. A deck or balcony is permitted as a portion of any story of the accessory building; provided:
  - a) The deck or balcony is oriented so as to not face a principal building on an adjoining property in a single family residential district.
- ix. The accessory building shall conform to all applicable setback and lot occupancy regulations;
- x. The closest façade of a detached accessory building shall be separated from the closest façade of the principal building by a distance of ten (10) feet minimum unless attached to the principal building;
- xi. Park Models (Recreational Park Trailers) are not permitted in single family residential districts that do not allow manufactured homes. In order for a Park Model to be considered the following regulations must be followed in other single family residential districts:
  - a) The trailer tongue must be removed
  - b) Must provide adequate off-street parking and legal access to that parking.
  - c) Setup/installation must follow same requirements as those for a manufactured home and any requirements of the Park Model manufacturer
  - d) Must have exterior skirting
  - e) Must be connected to permanent wastewater system
  - f) Decks and patios must be self-supporting and require building permits in addition to the required permit for a park model
  - g) Must meet all zoning, building and wastewater setback requirements
  - h) Cannot be attached to the principal building and must meet the minimum 10 foot separation requirement from other structures
  - i) Must meet all floodplain requirements
  - j) Must place smoke detector in bedroom.
  - k) Cannot be a primary residence, only an ADU
  - l) Park models are the only type of recreational vehicle to be used as an ADU

### c. Development Standards

- i. Height. The maximum height for a detached ADU is 30 feet.
- ii. Building coverage. The building coverage shall not exceed the maximum percentage allowed in the zoning district.
- iii. Parking. Adequate must be provided that is off-street.
- iv. Must have adequate facilities for the discharge of wastewater.

### d. Design Standards

- i. Location of entrances. Only one main entrance may be located on the street-facing facade of the house, unless the house contained additional entrances before the ADU was created. An exception to this regulation is an entrance that does not have access from the ground, such as an entrance from a balcony or deck.
- ii. Exterior design details. Exterior finish materials, roof pitch, trim, eaves, window orientation and dimension must be the same or visually match those of the primary dwelling unit.

## 104.C. USES PERMITTED SUBJECT TO A USE PERMIT

~~1. A detached guest house accessory to the main dwelling only, subject to the following conditions:~~

- ~~a. The guest house shall be confined to the rear one half of the property, shall be separated from the main dwelling by at least ten (10) feet and shall be located at least ten (10) feet from the rear property line.~~

- ~~b. The total square footage of the guest house shall not exceed 800 square feet.~~
- ~~c. A deed restriction shall be recorded for the subject property which prohibits the rental, lease or sale of the guest house.~~

**Section 104.2.A.**

- 4. Uses Permitted Subject to a Use Permit:
  - ~~a. A detached guest house appurtenant to the main dwelling only, subject to the following conditions:~~
    - ~~i. The guest house shall be confined to the rear one half of the property, shall be separated from the main dwelling by at least ten (10) feet and shall be located at least ten (10) feet from the rear property line.~~
    - ~~ii. The total square footage of the guest house shall not exceed 800 square feet.~~
    - ~~iii. A deed restriction shall be recorded for the subject property which prohibits the rental, lease or sale of the guest house.~~

**Section 104.2.F.a**

- 3. Permitted Uses:
  - ~~a. One main residence. and one detached, non rental guest house with separate kitchen and sanitary facilities~~

**Section 104.2.G.3**

- 3. Permitted Uses
  - ~~a. One single family dwelling on any lot or parcel of land. which may, in addition, contain quarters for servants or non paying quests or non paying guests provided no facilities for preparation or cooking of food are contained therein. If such quarters are detached from the main building, such accessory buildings shall be located no closer to property lines than is allowed for the main building.~~



## Accessory Dwelling Units: Case Study



U.S. Department of Housing and Urban Development  
Office of Policy Development and Research



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# **Accessory Dwelling Units: Case Study**

Prepared for:  
U.S. Department of Housing and Urban Development  
Office of Policy Development and Research

Prepared by:  
Sage Computing, Inc.  
Reston, VA

June 2008

The contents of this report are the views of the contractor and do not necessarily reflect the views or policies of the U.S. Department of Housing and Urban Development or the U.S. Government.

# Table of Contents

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Introduction.....	I
History of ADUs.....	I
Types of Accessory Dwelling Units.....	2
Benefits of Accessory Dwelling Units.....	2
Examples of ADU Ordinances and Programs.....	3
Conclusion.....	7
Appendix A.....	A-I
Appendix B.....	B-I
Appendix C.....	C-I
Appendix D.....	D-I
Appendix E.....	E-I
Appendix F.....	F-I



# Accessory Dwelling Units: Case Study

## Introduction

Accessory dwelling units (ADUs) — also referred to as accessory apartments, second units, or granny flats — are additional living quarters on single-family lots that are independent of the primary dwelling unit. The separate living spaces are equipped with kitchen and bathroom facilities, and can be either attached or detached from the main residence.<sup>1</sup> This case study explores how the adoption of ordinances, with reduced regulatory restrictions to encourage ADUs, can be advantageous for communities. Following an explanation of the various types of ADUs and their benefits, this case study provides examples of municipalities with successful ADU legislation and programs.

## History of ADUs

Development of accessory dwelling units can be traced back to the early twentieth century, when they were a common feature in single-family housing.<sup>2</sup> After World War II, an increased demand for housing led to a booming suburban population. Characterized by large lots and an emphasis on the nuclear family, suburban development conformed to Euclidean-type zoning codes, a system of land-use regulations that segregate districts according to use.<sup>3</sup>

Suburbs continued to be a prevalent form of housing development throughout the 1950s and 1960s. The rapid growth of suburbs reinforced the high demand for lower-density development, and ultimately led most local jurisdictions to prohibit ADU construction. In spite of zoning restrictions, illegal construction of ADUs continued in communities where the existing housing stock was not meeting demand; San Francisco was one such community. During World War II, the Bay Area experienced a defense boom that created a high demand for workforce housing, resulting in a large number of illegally constructed second units. By 1960, San Francisco

housed between 20,000 to 30,000 secondary units, 90 percent of which were built illegally.<sup>4</sup>

In response to suburban sprawl, increased traffic congestion, restrictive zoning, and the affordable housing shortage, community leaders began advocating a change from the sprawling development pattern of suburban design to a more traditional style of planning. Urban design movements, such as Smart Growth and New Urbanism, emerged in the 1990s to limit automobile dependency and improve the quality of life by creating inclusive communities that provide a wide range of housing choices. Both design theories focus on reforming planning practices to create housing development that is high density, transit-oriented, mixed-use, and mixed-income through redevelopment and infill efforts.<sup>5</sup>

In the late 1970s to the 1990s, some municipalities adopted ADU programs to permit the use and construction of accessory units. Many of these programs were not very successful, as they lacked flexibility and scope. Although a number of communities still restrict development of accessory dwelling units, there is a growing awareness and acceptance of ADUs as an inexpensive way to increase the affordable housing supply and address illegal units already in existence.



Interior ADU – located in attic space  
Photo credit: Town of Barnstable, Massachusetts

<sup>1</sup> Municipal Research and Services Center of Washington, *Accessory Dwelling Units*, October 1995, <http://www.mrsc.org/Publications/textadu.aspx#tenant>.

<sup>2</sup> Transportation and Land Use Coalition, *Accessory Dwelling Units*, <http://www.transcoalition.org/ia/acssdwel/01.html#body>.

<sup>3</sup> Transportation Research Board, *The Costs of Sprawl Revisited*, 1998, [http://onlinepubs.trb.org/onlinepubs/tcrp/tcrp\\_rpt\\_39-a.pdf](http://onlinepubs.trb.org/onlinepubs/tcrp/tcrp_rpt_39-a.pdf).

<sup>4</sup> San Francisco Planning and Urban Research Association, *Secondary Units: A Painless Way to Increase the Supply of Housing*, August 2001, <http://www.spur.org/newsletters/0801.pdf>.

<sup>5</sup> New Urban News, *The New Urbanism – An Alternative to modern, automobile-oriented planning and development*, July 2004, <http://www.newurbannews.com/AboutNewUrbanism.html>.

## Types of Accessory Dwelling Units

Depending on their location relative to the primary dwelling unit, ADUs can be classified into three categories: interior, attached, and detached.<sup>6</sup> Interior ADUs are located within the primary dwelling, and are typically built through conversion of existing space, such as an attic or basement.

Attached ADUs are living spaces that are added on to the primary dwelling. The additional unit can be located to the side or rear of the primary structure, but can also be constructed on top of an attached garage. Detached ADUs are structurally separate from the primary dwelling. They can be constructed over existing accessory structures, such as a detached garage, or they can be built as units that are separate from accessory and residential structures.



ADU attached to the side of a garage addition  
Illustration: RACESTUDIO and city of Santa Cruz

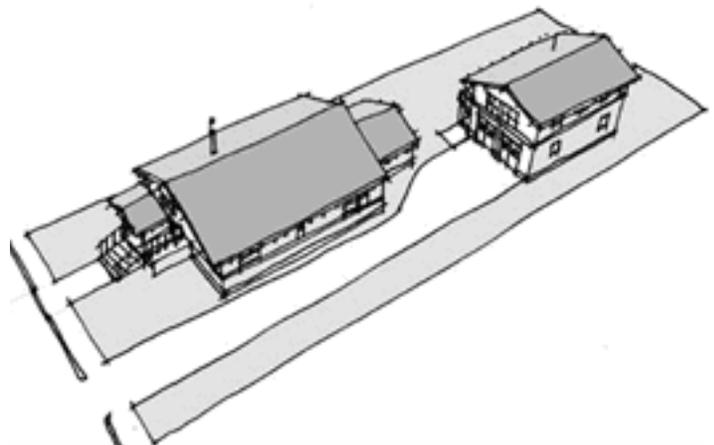
## Benefits of Accessory Dwelling Units

Accessory dwelling units offer a variety of benefits to communities. They help increase a community's housing supply, and since they cost less than a new single-family home on a separate lot, they are an affordable housing option for many low- and moderate-income residents.<sup>7</sup> Elderly and/or disabled persons who may want to live close to family members or caregivers, empty nesters, and young adults just entering the workforce find ADUs convenient and affordable.<sup>8</sup> In addition to increasing the supply of affordable housing, ADUs benefit homeowners by providing extra income that can assist in mitigating increases in the cost of living.



Attached ADU  
Photo credit: <http://mass.gov>

Accessory dwelling units have other advantages as well. They can be designed to blend in with the surrounding architecture, maintaining compatibility with established neighborhoods and preserving community character. Furthermore, there is no need to develop new infrastructure, since ADUs can be connected to the existing utilities of a primary dwelling. Allowing ADUs facilitates efficient use of existing housing stock, helps meet the demand for housing, and offers an alternative to major zoning changes that can significantly alter neighborhoods.<sup>9</sup>



Detached two-story ADU over garage  
Illustration: RACESTUDIO and city of Santa Cruz

<sup>6</sup> Transportation and Land Use Coalition.

<sup>7</sup> Atlanta Regional Commission, *Accessory Dwelling Units*, August 2007, [http://www.atlantaregional.com/documents/Accessory\\_Dwelling\\_Units\\_.pdf](http://www.atlantaregional.com/documents/Accessory_Dwelling_Units_.pdf).

<sup>8</sup> Ibid.

<sup>9</sup> Municipal Research and Services Center of Washington.

## Examples of ADU Ordinances and Programs

The following section of the case study provides an overview of ADU ordinances that have been adopted by five communities from across the nation. To gain a wider understanding of ADU programs in practice, the five communities have been chosen to represent a diverse range of geographic, demographic, and socioeconomic characteristics with different land use and growth control policies.

### Lexington, Massachusetts

Lexington, Massachusetts is an affluent historic town, located 11 miles northwest of Boston, with a population of 30,355.<sup>10</sup> According to the town's 2002 Comprehensive Plan, Lexington has largely exhausted its vacant unprotected land supply and is a highly built-out suburb with less than 1,000 acres of land available for new development.<sup>11</sup> Approximately 18 percent of the households in Lexington are eligible for affordable housing of some sort, and with a median home sales price of over \$600,000, many residents are being priced out of the housing market.<sup>12</sup> This limited growth potential and strong demand for affordable housing has led to the adoption of accessory apartment programs. The town implemented its first accessory unit bylaw in 1983, resulting in the construction of 60 units. In February of 2005, Lexington amended its bylaws to improve the clarity and flexibility of its ADU program.<sup>13</sup> The town affirmed that the purpose of promoting ADUs is to increase the range of housing choices, encourage population diversity, and promote efficient use of the housing supply while maintaining the town's character.

The amended bylaws reduce or **eliminate minimum lot size requirements**, allow ADUs 'by-right' in homes built as recently as five years ago, and allow second units by special permit in new construction, or as apartments in accessory structures. **The Lexington Zoning Code allows two ADUs per lot**, provided the primary dwelling is connected to public water and sewer systems.<sup>14</sup> **Provisions allow absentee ownership for two years under special circumstances.** In addition, a minimum of one off-street parking space

must be provided for every accessory unit. **The by-right accessory apartments must be located within the primary dwelling and are allowed on lots that are at least 10,000 square feet. The maximum gross floor area of a by-right accessory apartment is 1,000 square feet and the unit cannot have more than two bedrooms.**<sup>15</sup>

Increased flexibility in the program has proven beneficial to Lexington in the development of ADUs. According to Aaron Henry, Senior Planner for Lexington, the town's Housing Partnership Board is launching an education and outreach campaign for their ADU program to raise public interest.

### Santa Cruz, California

Santa Cruz, California is a seaside city with a population of 54,600; it is one of the most expensive cities in the country in which to live. In 2006, the median price for a single-family home in Santa Cruz was \$746,000, which only 6.9 percent of the city residents could easily afford.<sup>16</sup> In spite of the high cost of living, the city continues to be a desirable destination on account of its scenic location and proximity to San Francisco and the Silicon Valley. The location of a campus of the University of California — the area's largest employer — also adds to the demand for housing in Santa Cruz.<sup>17</sup> Another contributing factor is the limited amount of land allowed for development within the city's



Detached ADU over garage – design by Boone/Low Architects and Planners

Illustration: RACESTUDIO and city of Santa Cruz

<sup>10</sup> U.S. Census 2000, [www.census.gov](http://www.census.gov).

<sup>11</sup> Town of Lexington, *Comprehensive Plan*, 2002, <http://ci.lexington.ma.us/Planning/CompPlan.htm>.

<sup>12</sup> Town of Lexington, *Lexington Housing Strategy*, October 2007, [http://ci.lexington.ma.us/Planning/Documents/Housing%20Strategy%20\(Oct%202007\).pdf](http://ci.lexington.ma.us/Planning/Documents/Housing%20Strategy%20(Oct%202007).pdf).

<sup>13</sup> The Massachusetts Smart Growth/Smart Energy Toolkit, *Accessory Dwelling Units (ADU) Suburban Case Study*, [http://www.mass.gov/envir/smart\\_growth\\_toolkit/pages/CS-adu-lexington.html](http://www.mass.gov/envir/smart_growth_toolkit/pages/CS-adu-lexington.html).

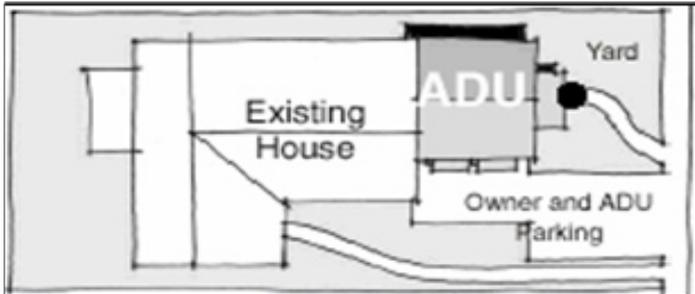
<sup>14</sup> See Appendix A.

<sup>15</sup> Town of Lexington, <http://ci.lexington.ma.us>.

<sup>16</sup> City of Santa Cruz, <http://www.ci.santa-cruz.ca.us>.

<sup>17</sup> Fred Bernstein, *Granny Flats for Cool Grannies*, February 2005, <http://www.fredbernstein.com/articles/display.asp?id=91>.

greenbelt. In order to preserve the greenbelt while accommodating new growth, promoting public transportation, and increasing the supply of affordable housing, the city adopted a new ADU ordinance in 2003.



Prototype site layout for attached ADU – ADU Manual  
Illustration: RACESTUDIO and city of Santa Cruz

This ordinance sets forth regulations for the location, permit process, deed restrictions, zoning incentives, and design and development standards for ADUs. Accessory dwelling units are permitted in designated residential zones on lots that are at least 5,000 square feet in area. No more than one ADU per lot is allowed and the property owner must occupy the primary or accessory dwelling unit. ADUs that do not meet the permitting requirements stipulated in the ordinance must undergo a public hearing process. Development fees are waived for ADUs made available for low- and very-low-income households.<sup>18</sup>

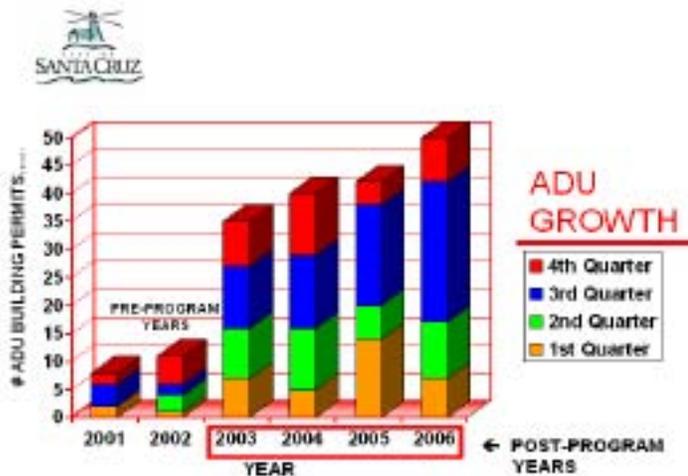
In addition to the ordinance that regulates the development of ADUs, Santa Cruz has established an ADU development program with three major components: technical assistance, a wage subsidy and apprentice program, and an ADU loan program.<sup>19</sup> As part of the technical assistance program, the city published an ADU Plan Sets Book that contains design concepts developed by local and regional architects. Homeowners can select one of these designs and receive permits in an expedited manner. In addition, the city offers an ADU Manual, which provides homeowners with information on making their ADU architecturally compatible with their neighborhood, zoning regulations relevant to ADUs, and the permitting process.

Santa Cruz's ADU Development Program has won numerous awards and has been used as a model by other communities. According to Carol Berg, who is the housing and community development manager for the city, an average of 40 to 50 ADU permits have been approved every year since the start of the program. She attributes the program's success primarily to zoning changes that were adopted to facilitate development of ADUs, such as the elimination of covered parking requirements.

## Portland, Oregon

With a population of approximately 530,000, Portland is the most populous city in the state of Oregon, and is noted for its strong land use control and growth management policies. Although Portland has had an ADU program in place for several years, ADU development was not effectively promoted until 1998, when the city amended its laws to relax the regulations governing ADUs.<sup>20</sup> The amendments eliminated the minimum square footage and owner-occupancy requirements. ADUs are now allowed in all residential zones with relaxed development standards.

Portland's regulations permit the construction of ADUs on lots with a single-family home, as long as they are smaller, supplementary to the primary residence, and no more than 800 square feet.<sup>21</sup> They can be created by conversion of an existing structure or by construction of a new building. An early assistance process is available to help with project development for ADUs created through the conversion of an existing structure. ADUs that meet all the standards are permitted by right and do not require a land use review. No additional parking is required for accessory



ADU Permits approved for the city of Santa Cruz  
Source: City of Santa Cruz

<sup>18</sup> See Appendix B.

<sup>19</sup> City of Santa Cruz, *Accessory Dwelling Unit Development Program*, <http://www.ci.santa-cruz.ca.us>.

<sup>20</sup> Barbara Sack, city of Portland.

<sup>21</sup> See Appendix C.

units. Portland's ADU program guide outlines ways to bring existing nonconforming units into compliance.

The city considers ADUs to be more affordable than other housing types because of the efficiency of the units in using fewer resources and reducing housing costs. City planner Mark Bello notes that allowing more ADUs did increase the housing supply, and that city residents viewed ADUs positively and were satisfied with the changes made. He also added, "There were no significant negative issues that arose from liberalizing Portland's code."

## Barnstable, Massachusetts

With seven villages within its boundaries and a total population of 47,821, the town of Barnstable is the largest community in both land area and population on Cape Cod.<sup>22</sup> Approved in November 2000, Barnstable's Accessory Affordable Apartment or Amnesty Program is a component of its Affordable Housing Plan.<sup>23</sup> The program guides creation of affordable units within existing detached structures or new affordable units within attached structures. Eligibility for the program is limited to single-family properties that are owner-occupied and multifamily properties that are legally permitted.

Barnstable's amnesty program is seen as a way to bring the high number of existing illegal ADUs into compliance with current requirements. In order to bring a unit into compliance, the property owner must agree to rent to low-income tenants — those earning 80 percent or less



ADU over detached garage  
Photo credit: Town of Barnstable



ADU on lower level of primary dwelling  
Photo credit: Town of Barnstable

of the area median income — with a minimum lease term of one year. The amnesty program offers fee waivers for inspection and monitoring of units and designates town staff to assist homeowners through the program's administrative process. The town can access Community Development Block Grant funds to reimburse homeowners for eligible costs associated with the rehabilitation or upgrade of an affordable ADU. Homeowners are also offered tax relief to offset the negative effects of deed restrictions that preserve the affordability of the units.<sup>24</sup>

Through its Amnesty Program, the town of Barnstable has successfully brought many of its illegal accessory units into compliance, with the added benefit of increasing the supply of affordable housing. Since the start of the program, Barnstable has approved 160 affordable ADUs. Beth Dillen, Special Projects Coordinator for the town's Growth Management Department, noted that "the ADU program has been very well received and there has been no neighborhood opposition." The program has been successful in converting existing illegal accessory apartments into code-compliant ADUs. According to Building Commissioner Tom Perry, "The benefit to this program is twofold. It is increasing the affordable housing supply and it also makes units, that before were unsafe and illegal, safe and legal."

## Wellfleet, Massachusetts — Home of Oysters...and ADUs

Wellfleet is located in Barnstable County, Massachusetts. Located on Cape Cod, Wellfleet is a tourist town with a

<sup>22</sup> U.S. Census 2000, [www.census.gov](http://www.census.gov).

<sup>23</sup> See Appendix D.

<sup>24</sup> Town of Barnstable, *Accessory Affordable Apartment Program*, [http://www.town.barnstable.ma.us/GrowthManagement/CommunityDevelopment/AssessoryHousing/AAAP-BROCHURE\\_rev041206.pdf](http://www.town.barnstable.ma.us/GrowthManagement/CommunityDevelopment/AssessoryHousing/AAAP-BROCHURE_rev041206.pdf).

year-round population of 3,500, which increases to 17,000 in the summer months. Sixty-one percent of the land area in Wellfleet is part of the Cape Cod National Seashore and about 70 percent of the entire land area is protected from development.<sup>25</sup> Wellfleet also has a growing concentration of elderly residents 65 years and older. A housing needs assessment study conducted by the town in 2006 recommended the adoption of an affordable ADU program to meet elderly housing needs and to increase the supply of affordable multifamily rental units.<sup>26</sup>

primary structure, and may not be larger than 1,200 square feet. Homeowners with pre-existing attached and nonconforming accessory apartments may only make changes that increase the conformity of the structures.<sup>27</sup>

Unless the provisions are specifically waived, the construction of new ADUs must conform to all zoning bylaw provisions and the owner of the property must occupy either the ADU or the primary dwelling. Detached units must comply with all setback requirements. Owners are required to rent to low- or moderate-income households. Maximum rents follow the Fair Market Rental Guidelines published by HUD and the property owners must submit annual information on rents to be charged.

To encourage participation in the ADU program, Wellfleet has instituted a new affordable accessory dwelling unit loan program.<sup>28</sup> The program offers interest-free loans for homeowners to develop affordable accessory units. The funds can also be used by homeowners to bring their ADU up to code. Wellfleet offers tax exemptions to homeowners on the portion of the property that is rented as an affordable unit. According to Nancy Vail, Assessor for the Town of Wellfleet, the combined tax savings for all ADU property owners totaled \$7,971.17 for fiscal year 2008. Sixteen units have been approved since the start of the program in November 2006.



Interior ADU – Town of Wellfleet  
Photo credit: Town of Wellfleet

The affordable ADU bylaw for Wellfleet allows up to three ADUs per lot in any district, but requires approval of a special permit from the Zoning Board of Appeals. Secondary units may be within, attached to, or detached from a

## Fauquier County, Virginia

Fauquier County is a largely rural county located about 50 miles outside of Washington, D. C. Beginning in 1967, Fauquier County adopted strict zoning regulations to limit growth to nine defined areas as a means of preserving farmland and open space; in effect, establishing growth boundaries.<sup>29</sup> However, the county population is rapidly increasing. The 2006 U.S. Census population estimate for Fauquier County was 66,170, a 20 percent increase from 2000. A needs assessment study by the Fauquier County Affordable Housing Task Force found that between 2000 and 2006, the median housing price in Fauquier County increased 127 percent, while the median household income increased 21 percent. To accommodate its growing population, especially the need for workforce housing, the county encourages infill development within the nine defined areas, and is active in reducing barriers to affordable housing.



Detached ADU – Town of Wellfleet  
Photo credit: Town of Wellfleet

<sup>25</sup> Town of Wellfleet, <http://www.wellfleetma.org>

<sup>26</sup> Town of Wellfleet, *Housing Needs Assessment, 2006*, [http://www.wellfleetma.org/Public\\_Documents/WellfleetMA\\_LocalCompPlan/Appendix8.pdf](http://www.wellfleetma.org/Public_Documents/WellfleetMA_LocalCompPlan/Appendix8.pdf).

<sup>27</sup> See Appendix E.

<sup>28</sup> Town of Wellfleet, *Affordable Accessory Dwelling Unit Program*, [http://www.wellfleetma.org/Public\\_Documents/WellfleetMA\\_WebDocs/AADU.pdf](http://www.wellfleetma.org/Public_Documents/WellfleetMA_WebDocs/AADU.pdf).

<sup>29</sup> Keith Schneider, *New Approaches to Shaping Community Futures*, March 1997, Michigan Land Use Institute, <http://www.mlui.org/growthmanagement/fullarticle.asp?fileid=3862>.

Fauquier County recognizes three different types of accessory units: family dwellings, efficiency apartments, and tenant houses.<sup>30</sup> Family dwelling units are detached accessory units constructed for use by the homeowner's family member(s); they must be occupied by no more than five people, at least one of them related to the owner. Family dwelling units may be as large as 1,400 square feet in size and are permitted in both rural and many residentially zoned areas. Efficiency apartments are alternatives to family dwelling units and are attached to either the primary residence or to an accessory structure, such as a garage. The size is limited to 600 square feet or 25 percent of the gross floor area of the main dwelling, whichever is greater. Efficiencies may not be occupied by more than two unrelated people and are allowed in rural and residential-zoned areas. Tenant houses are detached dwellings built on the property for the purpose of supporting agricultural land uses. At least one person occupying the tenant house must work on the property. Tenant houses have no size limits. They are allowed only on rurally zoned areas or properties of at least 50 acres, with one tenant house for every 50 acres of a property.

Development of ADUs in Fauquier County depends on the zoning, the size of the property, and availability of septic/sewer and water services. Each of the unit types is approved by the Fauquier Office of Zoning Permitting and Inspections, with a building permit, provided that the units meet zoning requirements. According to the county's zoning office, 155 accessory dwelling units and 37 efficiency apartments were permitted from 1997 to 2007.

## Conclusion

At the height of the suburbanization of the United States in the 1950s and 1960s, high-density development became undesirable. Instead, communities favored low-density development defined by large-lot single-family homes. Accessory apartments that were once a common feature in many homes were excluded from zoning ordinances. However, growing demand for affordable housing (coupled with the limited amount of land available for development in many communities) has led to changing attitudes about the use and development of accessory apartments. An

increasing number of communities across the nation are adopting flexible zoning codes within low-density areas in order to increase their affordable housing supply.

Communities find that allowing accessory dwelling units is advantageous in many ways. In addition to providing practical housing options for the elderly, disabled, empty nesters, and young workers, ADUs can provide additional rental income for homeowners. ADUs are smaller in size, do not require the extra expense of purchasing land, can be developed by converting existing structures, and do not require additional infrastructure. They are an inexpensive way for municipalities to increase their housing supply, while also increasing their property tax base. By providing affordable housing options for low- and moderate-income residents, communities can retain population groups that might otherwise be priced out of the housing market.

The examples provided in the previous section involve communities that have to rely on existing housing stock to meet rising demand, either due to lack of developable land or strict growth management regulations. Portland and Fauquier County have adopted ADU ordinances to increase housing supply within their growth boundaries. Communities that are built out or have limited available land benefit from allowing the development of accessory units, as in Lexington and Wellfleet. Barnstable's amnesty program shows how to successfully bring a large number of existing illegal accessory units into compliance. In addition to allowing ADUs in all residential zones, Santa Cruz has attracted interest in ADU development by publishing an ADU Manual and Plan Sets Book with seven prototype designs for accessory units.

A community can tailor ADU ordinances to suit its demographic, geographic, and socioeconomic characteristics. The communities discussed in this case study provide loan programs, tax incentives, streamlined permitting, and reduced development fees as part of their ADU programs. In order for an ADU program to succeed, it has to be flexible, uncomplicated, include fiscal incentives, and be supported by a public education campaign that increases awareness and generates community support.

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<sup>30</sup> See Appendix F.



## Appendix A — Town of Lexington, Massachusetts, Article V, 135-19, Accessory Apartments

### § 135-19. Accessory apartments. [Amended 5-2-1988 ATM by Art. 41; 4-10-1989 ATM by Art. 41; 4-4-1990 ATM by Art. 36; 4-4-2005 ATM by Art. 10]

An accessory apartment is a second dwelling subordinate in size to the principal dwelling unit on an owner-occupied lot, located in either the principal dwelling or an existing accessory structure. The apartment is constructed so as to maintain the appearance and essential character of a one-family dwelling and any existing accessory structures. Three categories of accessory apartments are permitted: by-right accessory apartments, which are permitted as of right, and special permit accessory apartments and accessory structure apartments, which may be allowed by a special permit.

A. General objectives. The provision of accessory dwelling units in owner-occupied dwellings is intended to:

- (1) Increase the number of small dwelling units available for rent in the Town;
- (2) Increase the range of choice of housing accommodations;
- (3) Encourage greater diversity of population with particular attention to young adults and senior citizens; and
- (4) Encourage a more economic and energy-efficient use of the Town's housing supply while maintaining the appearance and character of the Town's single-family neighborhoods.

B. Conditions and requirements applicable to all accessory apartments.

(1) General.

- (a) There shall be no more than two dwelling units in a structure, and no more than two dwelling units on a lot.
- (b) There shall be no boarders or lodgers within either dwelling unit.
- (c) No structure that is not connected to the public water and sanitary sewer systems shall have an accessory apartment.
- (d) The owner of the property on which the accessory apartment is to be created shall occupy one or the other of the dwelling units, except for temporary absences as provided in Subsection B (1) (e). For the purposes of this section, the "owner" shall be one or more individuals who constitute a family, who hold title directly or indirectly to the dwelling, and for whom the dwelling is the primary residence...

(2) Exterior appearance of a dwelling with an accessory apartment. The accessory apartment shall be designed so that the appearance of the structure maintains that of a one-family dwelling....

(3) Off-street parking. There shall be provided at least two off-street parking spaces for the principal dwelling unit and at least one off-street parking space for the accessory apartment....

C. By-right accessory apartments shall be permitted so long as the requirements set forth in the §135-19B are satisfied and the following criteria in this section are met:

(1) The lot area shall be at least 10,000 square feet.

(2) The apartment shall be located in the principal structure.

(3) The maximum gross floor area of the by-right accessory apartment shall not exceed 1,000 square feet.

(4) There shall not be more than two bedrooms in a by-right accessory apartment.

(5) There shall be no enlargements or extensions of the dwelling in connection with any by-right accessory apartment except for minimal additions necessary to comply with building, safety or health codes, or for enclosure of an entryway, or for enclosure of a stairway to a second or third story.

(6) The entire structure containing the by-right accessory apartment must have been in legal existence for a minimum of five years at the time of application for a by-right accessory apartment.

D. Special permit accessory apartments. If a property owner cannot satisfy the criteria for by-right accessory apartments that are set forth in § 135-19C above, the property owner may apply for a special permit from the Board of Appeals....

E. Accessory structure apartments. Notwithstanding any provisions of this Zoning By-Law that state an accessory apartment shall be located in a structure constructed as a detached one-family dwelling and the prohibition in § 135-35D against having more than one dwelling on a lot, the Board of Appeals may grant a special permit as provided in § 135-16, Table I, line 1.22C, to allow the construction of an accessory apartment in an existing accessory structure which is on the same lot in the RS, RT, KO, RM or CN District as an existing one-family dwelling provided:

(1) Lot area is at least 18,000 square feet if in the RS, RT, or CN District, at least 33,000 square feet if in the RO District, and at least 125,000 square feet if in the RM District;

(2) The structure containing the accessory structure apartment was in legal existence for a minimum of five years and had a minimum of 500 square feet of gross floor area as of five years prior to the time of application;

(3) The maximum gross floor area of the accessory structure apartment does not exceed 1,000 square feet. An addition to an accessory structure may be permitted, but no addition shall be allowed which increases the gross floor area of the structure to more than 1,000 square feet. The gross floor area for the accessory apartment shall not include floor area used for any other permitted accessory use. The accessory apartment cannot contain floor area that has been designed, intended or used for required off-street parking to serve the principal dwelling;...

## **Appendix B — City of Santa Cruz, California, Title 24, Zoning Ordinance, Chapter 24.16, Part 2: ADU Zoning Regulations**

### **24.16.100 Purpose.**

The ordinance codified in this part provides for accessory dwelling units in certain areas and on lots developed or proposed to be developed with single-family dwellings. Such accessory dwellings are allowed because they can contribute needed housing to the community's housing stock. Thus, it is found that accessory units are a residential use which is consistent with the General Plan objectives and zoning regulations and which enhances housing opportunities that are compatible with single-family development...

### **24.16.120 Locations Permitted.**

Accessory dwelling units are permitted in the following zones on lots of 5000 square feet or more...

### **24.16.130 Permit Procedures.**

The following accessory dwelling units shall be principally permitted uses within the zoning districts specified in Section 24.16.120 and subject to the development standards in Section 24.16.160.

1. Any accessory dwelling unit meeting the same development standards as permitted for the main building in the zoning district, whether attached or detached from the main dwelling.
2. Any single story accessory dwelling unit.

Any accessory dwelling unit not meeting the requirements above shall be conditionally permitted uses within the zoning districts specified in Section 24.16.120 and shall be permitted by administrative use permit at a public hearing before the zoning administrator, subject to the findings per Section 24.16.150 and the development standards in Section 24.16.160...

### **24.16.160 Design and Development Standards.**

All accessory dwelling units must conform to the following standards:

1. **Parking.** One parking space shall be provided on-site for each studio and one bedroom accessory unit. Two parking spaces shall be provided on site for each two bedroom accessory unit. Parking for the accessory unit is in addition to the required parking for the primary residence. (See Section 24.16.180 for parking incentives.)
2. **Unit Size.** The floor area for accessory units shall not exceed five hundred square feet for lots between 5000 and 7500 square feet. If a lot exceeds 7500 square feet, an accessory unit may be up to 640 square feet and, for lots in excess of 10,000 square feet, a unit may be up to 800 square feet. In no case may any combination of buildings occupy more than thirty percent of the required rear yard for the district in which it is located, except for units which face an alley, as noted below. Accessory units that utilize alternative green construction methods that cause the exterior wall thickness to be greater than normal shall have the unit square footage size measured similar to the interior square footage of a traditional frame house.
3. **Existing Development on Lot.** A single-family dwelling exists on the lot or will be constructed in conjunction with the accessory unit.
4. **Number of Accessory Units Per Parcel.** Only one accessory dwelling unit shall be allowed for each parcel...

#### **24.16.170 Deed Restrictions.**

Before obtaining a building permit for an accessory dwelling unit the property owner shall file with the county recorder a declaration of restrictions containing a reference to the deed under which the property was acquired by the present owner and stating that:

1. The accessory unit shall not be sold separately.
2. The unit is restricted to the approved size.
3. The use permit for the accessory unit shall be in effect only so long as either the main residence, or the accessory unit, is occupied by the owner of record as the principal residence...

#### **26.16.180 Zoning Incentives.**

The following incentives are to encourage construction of accessory dwelling units.

1. Affordability Requirements for Fee Waivers. Accessory units proposed to be rented at affordable rents as established by the city, may have development fees waived per Part 4 of Chapter 24.16 of the Zoning Ordinance...
2. Covered Parking. The covered parking requirement for the primary residence shall not apply if an accessory dwelling unit is provided...

#### **24.16.300 Units Eligible for Fee Waivers.**

Developments involving residential units affordable to low or very-low income households may apply for a waiver of the following development fees:

1. Sewer and water connection fees for units affordable to low and very low income households.
2. Planning application and planning plan check fees for projects that are one hundred percent affordable to low and very-low income households.
3. Building permit and plan check fees for units affordable to very-low income households.
4. Park land and open space dedication in-lieu fee for units affordable to very low income households.
5. Parking deficiency fee for units affordable to very-low income households.
6. Fire fees for those units affordable to very-low income households.  
(Ord. 93-51 § 6, 1993).

#### **24.16.310 Procedure for Waiver of Fees.**

A fee waiver supplemental application shall be submitted at the time an application for a project with affordable units is submitted to the city.  
(Ord. 93-51 § 6, 1993)

## Appendix C — City of Portland, Oregon, Title 33, Chapter 33.205: Accessory Dwelling Units

### 33.205.010 Purpose

Accessory dwelling units are allowed in certain situations to:

- Create new housing units while respecting the look and scale of single-dwelling development;
- Increase the housing stock of existing neighborhoods in a manner that is less intense than alternatives;
- Allow more efficient use of existing housing stock and infrastructure;
- Provide a mix of housing that responds to changing family needs and smaller households;
- Provide a means for residents, particularly seniors, single parents, and families with grown children, to remain in their homes and neighborhoods, and obtain extra income, security, companionship and services; and
- Provide a broader range of accessible and more affordable housing.

### 33.205.020 Where These Regulations Apply

An accessory dwelling unit may be added to a house, attached house, or manufactured home in an R zone, except for attached houses in the R20 through R5 zones that were built using the regulations of 33.110.240.E, Duplexes and Attached Houses on Corners.

### 33.205.030 Design Standards...

#### C. Requirements for all accessory dwelling units. All accessory dwelling units must meet the following:

- I. Creation. An accessory dwelling unit may only be created through the following methods:
  - a. Converting existing living area, attic, basement or garage;
  - b. Adding floor area;
  - c. Constructing a detached accessory dwelling unit on a site with an existing house, attached house, or manufactured home; or
  - d. Constructing a new house, attached house, or manufactured home with an internal or detached accessory dwelling unit.
2. Number of residents. The total number of individuals that reside in both units may not exceed the number that is allowed for a household...
5. Parking. No additional parking is required for the accessory dwelling unit. Existing required parking for the house, attached house, or manufactured home must be maintained or replaced on-site.
6. Maximum size. The size of the accessory dwelling unit may be no more than 33% of the living area of the house, attached house, or manufactured home or 800 square feet, whichever is less...

#### D. Additional requirements for detached accessory dwelling units. Detached accessory dwelling units must meet the following.

- I. Setbacks. The accessory dwelling unit must be at least:

- a. 60 feet from the front lot line; or
  - b. 6 feet behind the house, attached house, or manufactured home.
2. Height. The maximum height allowed for a detached accessory dwelling unit is 18 feet.
  3. Bulk limitation. The building coverage for the detached accessory dwelling unit may not be larger than the building coverage of the house, attached house, or manufactured home. The combined building coverage of all detached accessory structures may not exceed 15 percent of the total area of the site...

### **33.205.040 Density**

In the single-dwelling zones, accessory dwelling units are not included in the minimum or maximum density calculations for a site. In all other zones, accessory dwelling units are included in the minimum density calculations, but are not included in the maximum density calculations.

## **Appendix D — Town of Barnstable, Massachusetts, Chapter 9, Article II - Accessory Apartments and Apartment Units**

### **§ 9-12. Intent and purpose.**

- A. The intent of this article is to provide an opportunity to bring into compliance many of the currently unpermitted accessory apartments and apartment units in the Town of Barnstable, as well as to allow the construction of new dwelling units accessory to existing single-family homes to create additional affordable housing.
- B. This article recognizes that although unpermitted and unlawfully occupied, these dwelling units are filling a market demand for housing at rental costs typically below that of units which are and have been lawfully constructed and occupied.
- C. It is in the public interest and in concert with its obligations under state law, for the Town of Barnstable to offer a means by which so-called unpermitted and illegal dwelling units can achieve lawful status, but only in the manner described below.
- D. It is the position of the Town of Barnstable that the most appropriate mechanism for allowing for the conversion of unlawful dwelling units to lawful units is found in MGL c. 40B, §§ 20 to 23, the so-called “Comprehensive Permit” program. This provision of state law encourages the development of low- and moderate-income rental and owner-occupied housing and provides a means for the Board of Appeals to remove local barriers to the creation of affordable housing units. These barriers include any local regulation such as zoning and general ordinances that may be an impediment to affordable housing development.
- E. The Local Comprehensive Plan states that the Town should commit appropriate resources to support affordable housing initiatives. Under this article, the Town commits the following resources to support this affordable housing initiative:
  - (1) Waiver of fees for the inspection and monitoring of the properties identified under this article;
  - (2) Designation of Town staff to assist the property owner in navigating through the process established under this article;
  - (3) To the extent allowable by law, the negative effect entailed by the deed restriction involved will be reflected in the property tax assessment; and
  - (4) To assist property owners in locating available municipal, state and federal funds for rehabilitating and upgrading the properties identified under this article.
- F. The Local Comprehensive Plan supports, in conjunction with a variety of other strategies, the conversion of existing structures for use as affordable housing...

### **§ 9-14. Amnesty program.**

Recognizing that the success of this article depends, in part, on the admission by real property owners that their property may be in violation of the Zoning Ordinances of the Town, Editor’s Note: See Ch. 240, Zoning. the Town hereby establishes the following amnesty program:

- A. The threshold criteria for units being considered as units potentially eligible for the amnesty program are:
  - (1) Real property containing a dwelling unit or dwelling units for which there does not exist a validly issued variance, special permit or building permit, does not qualify as a lawful, nonconforming use or structure, for any or all the units, and that was in existence on a lot of record within the Town as of January 1, 2000; or

(2) Real property containing a dwelling unit or dwelling units which were in existence as of January 1, 2000, and which have been cited by the Building Department as being in violation of the Zoning Ordinance; and...

B. The procedure for qualifying units that meet the threshold criteria for the amnesty program is as follows:

(1) The unit or units must either be a single unit accessory to an owner occupied single-family dwelling or one or more units in a multifamily dwelling where there exists a legal multifamily use but one or more units are currently unpermitted;

(2) The unit(s) must receive a site approval letter under the Town's local Chapter 40B program;

(3) The property owner must agree that if s/he receives a comprehensive permit, the unit or units for which amnesty is sought will be rented to a person or family whose income is 80% or less of the area median income (AMI) of Barnstable-Yarmouth Metropolitan Statistical Area (MSA) and shall further agree that rent (including utilities) shall not exceed the rents established by the Department of Housing and Urban Development (HUD) for a household whose income is 80% or less of the median income of Barnstable-Yarmouth Metropolitan Statistical Area. In the event that utilities are separately metered, the utility allowance established by the Barnstable Housing Authority shall be deducted from HUD's rent level.

(4) The property owner must agree, that if s/he receives a comprehensive permit, that s/he will execute a deed restriction for the unit or units for which amnesty is sought, prepared by the Town of Barnstable, which runs with the property so as to be binding on and enforceable against any person claiming an interest in the property and which restricts the use of one or more units as rental units to a person or family whose income is 80% or less of the median income of Barnstable-Yarmouth Metropolitan Statistical Area (MSA)...

**§ 9-15. New units accessory to single-family owner-occupied dwellings.**

For a proposed new unit to be eligible for consideration under the local chapter 40B program, it must be a single unit, accessory to an owner-occupied single-family dwelling, to be located within or attached to an existing residential structure or within an existing building located on the same lot as said residential structure and comply with the following:

A. The unit(s) must receive a site approval letter under the Town's local Chapter 40B program;

B. The property owner must agree that if s/he receives a comprehensive permit, the accessory dwelling unit will be rented to a person or family whose income is 80% or less of the area median income (AMI) of Barnstable-Yarmouth Metropolitan Statistical Area (MSA) and shall further agrees that rent (including utilities) shall not exceed the rents established by the Department of Housing and Urban Development (HUD) for a household whose income is 80% or less of the median income of Barnstable-Yarmouth Metropolitan Statistical Area. In the event that utilities are separately metered, the utility allowance established by the Barnstable Housing Authority shall be deducted from HUD's rent level.

C. The property owner must agree, that if s/he receives a comprehensive permit, that s/he will execute a deed restriction for the unit, prepared by the Town of Barnstable, which runs with the property so as to be binding on and enforceable against any person claiming an interest in the property and which restricts the use of the one unit as a rental unit to a person or family whose income is 80% or less of the median income of Barnstable-Yarmouth Metropolitan Statistical Area (MSA)...

## Appendix E — Town of Wellfleet, Massachusetts, 6.21 Affordable Accessory Dwelling Units

**Purpose:** For the purpose of promoting the development of affordable rental housing in Wellfleet for year-round residents, a maximum of three affordable accessory dwelling units per lot may be allowed subject to the requirements, standards and conditions listed below:

**6.21.1** Up to three affordable accessory dwelling units per lot may be allowed in any district by Special Permit from the Zoning Board of Appeals.

**6.21.2** Affordable accessory dwelling units created under this by-law shall be occupied exclusively by income-eligible households, as defined by the guidelines in numbers 6.21.4 and 6.21.5 below. The affordability requirements of this by-law shall be imposed through conditions attached to the Special Permit issued by the Zoning Board of Appeals. No accessory apartment shall be constructed or occupied until proof of recording is provided to the Inspector of Buildings.

### **6.21.3** Requirements and Standards

- A. Affordable accessory dwelling units may be located within or attached to a principal dwelling, principal structure, a garage or constructed as a detached unit.
- B. Affordable accessory dwelling units shall not be larger than one thousand two hundred (1,200) square feet of Livable Floor Area as that term is defined in Section II of this Zoning By-law.
- C. Affordable accessory dwelling units within or attached to a principal dwelling, principal structure or garage that is pre-existing nonconforming shall not increase the nonconforming nature of that structure, except that any pre-existing accessory building may be eligible for conversion to an affordable accessory dwelling unit.
- D. Newly constructed detached accessory units shall comply with all applicable provisions of the Zoning By-law unless they are specifically waived by this by-law. Newly constructed detached accessory units shall comply with all setback requirements listed in Sections 5.4.2 of this Zoning By-law.
- E. Owners of residential property may occupy as a primary residence either the principal or accessory dwelling. For the purposes of this section, the “owner” shall mean one who holds legal or beneficial title.
- F. Septic systems are required to meet current Title 5 standards and shall be reviewed and approved by the Health Agent.
- G. The Inspector of Buildings and Health Agent shall inspect the premises for compliance with public safety and public health codes.
- H. No affordable accessory dwelling unit shall be separated by ownership from the principal dwelling unit or principal structure. Any lot containing an affordable accessory dwelling unit shall be subject to a recorded restriction that shall restrict the lot owner’s ability to convey interest in the affordable accessory dwelling unit, except leasehold estates, for the term of the restriction.

**6.21.4** All occupants of the affordable accessory dwelling unit shall upon initial application and annually thereafter on the first of September, submit to the Town or its agent necessary documentation to confirm their eligibility for the dwelling unit. Specifically, all dwelling units must be rented to those meeting the guidelines for a low or moderate-income

family. For the purpose of this section, low income families shall have an income less than eighty (80) percent of the Town of Wellfleet median family income, and moderate income families shall have an income between eighty (80) and one hundred twenty (120) percent of the Town of Wellfleet median family income, as determined by the United States Department of Housing and Urban Development (HUD) Published Income Guidelines, and as may from time to time be amended.

**6.21.5** Maximum rents shall be established in accordance with HUD published Fair Market Rental Guidelines. Property owners are required to submit to the Town or its agent information on the rents to be charged. Each year thereafter on the first of September, they shall submit information on annual rents charged to the Town or its agent. Forms for this purpose shall be provided. Rents may be adjusted annually in accordance with amendments to the Fair Market Rental Guidelines.

**6.21.6 Procedure**

- A. The property owner shall complete and submit an application for a Special Permit to the Zoning Board of Appeals in accordance with the Wellfleet Zoning Board of Appeals Rules and Procedures.
- B. The Zoning Board of Appeals shall hold a public hearing in accordance with the procedures and requirements set forth in Section 9 of Massachusetts General Law, Chapter 40A and the Wellfleet Zoning By-law, Section 8.4.2 .
- C. Appeal under this section shall be taken in accordance with Section 17 of Massachusetts General Law, Chapter 40A.
- D. The property owner shall complete and submit to the Inspector of Buildings an application for a Building Permit to allow a change in use.
- E. The property owner shall obtain a Certificate of Occupancy from the Inspector of Buildings prior to the affordable accessory dwelling unit being occupied.

Penalty – Failure to comply with any provision of this section may result in fines established in Section 8.3 of the Wellfleet Zoning By-laws.

## **Appendix F — Fauquier County, Virginia Zoning Ordinance**

### **ARTICLE 5 — ADMINISTRATIVE PERMITS, SPECIAL PERMITS AND SPECIAL EXCEPTIONS**

#### **5-104 Standards for an administrative permit for an Efficiency Apartment**

1. Such a unit shall not be occupied by more than two persons.
2. Not more than one such unit shall be located on a lot.
3. Such a unit shall contain no more than 600 square feet of gross floor area or 25% of the total gross floor of the dwelling, whichever is greater.
4. Such a unit shall be located only on the same lot as the residence of the owner of the lot.
5. Architectural features of such a unit shall conform with the single family character of the neighborhood (e.g., no additional front doors).

#### **5-105 Standards for an administrative permit for a Family Dwelling Unit**

1. Such a unit shall not be occupied by more than five (5) persons, at least one of whom must be the natural or adopted parent, grandparent, child, grandchild, brother or sister of the owner and occupant of the single family residence on the same lot. Or, the lot owner may live in the family dwelling unit and allow such family members to reside in the main house. In either case, the lot owner must reside on the property.
2. Such a unit may be 1,400 square feet of gross floor area.
3. No dwelling units other than the principal structure (a single family dwelling) and one such family dwelling unit shall be located on one lot...

### **ARTICLE 6 - ACCESSORY USES, ACCESSORY SERVICE USES AND HOME OCCUPATIONS**

#### **6-102 Permitted Accessory Uses**

Accessory uses and structures shall include, but are not limited to, the following uses and structures, provided that such uses or structure shall be in accordance with the definition of Accessory Use contained in Article 15...

9. Guest house or rooms for guests in an accessory structure, but only on lots of at least two (2) acres and provided such house is without kitchen facilities, is used for the occasional housing of guests of the occupants of the principal structure and not as rental units or for permanent occupancy as housekeeping units...
14. Quarters of a caretaker, watchman or tenant farmer, and his family, but only in the Rural Districts at a density not to exceed one (1) unit per fifty (50) acres...
31. The letting for hire of not more than two rooms to not more than two persons for periods no shorter than one month...





**ZONING ORDINANCE FOR UNINCORPORATED AREAS OF GILA  
COUNTY, ARIZONA  
ORDINANCE NO. 2015-04**

AN ORDINANCE TO AMEND SECTION 102 BY ADDING A DEFINITION FOR AN ACCESSORY DWELLING UNIT (ADU) AND ADDING SECTION 104.B.2 FOR REGULATING ACCESSORY DWELLING UNITS AND DELETING SECTIONS 104.C.1 AND 104.2.A.4.a AND AMENDING SECTIONS 104.2.F.3.a AND 104.2.G.3.a FOR GUEST QUARTERS.

**WHEREAS**, in accordance with the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and upon recommendation of the Planning and Zoning Commission, the Board of Supervisors may amend, supplement or change the regulations set forth in the zoning code; and

**WHEREAS**, revisions have been made to the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, to include Sections 102, and 104; and

**WHEREAS**, on August 20, 2015 a public hearing was held by the Planning and Zoning Commission to review and obtain public comment regarding the proposed changes to the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, as required by the Zoning Code; and

**WHEREAS**, the Planning and Zoning Commission has recommended that the Board of Supervisors adopt these amendments to allow for Accessory Dwelling Units; and,

**WHEREAS**, the Board of Supervisors has properly noticed this Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and conducted a public hearing in compliance with A.R.S. §11-251-05(C) and 11-813.

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors adopts as amended the Zoning Ordinance of Unincorporated Areas of Gila County, Arizona, which will go into effect 30 days after Board of Supervisors' approval:

**SECTION 102  
DEFINITIONS**

**Accessory Dwelling Unit (ADU):** An ADU is a small self-contained dwelling, typically with its own entrance, cooking, and bathing facilities, that shares the site of a larger, single-unit dwelling. ADUs may

be attached, as in the case of a basement apartment, or detached, as in the case of a backyard cottage. An ADU is not a separate property; it has the same owner as the primary dwelling.

## **SECTION 104 ESTABLISHMENT OF ZONES (USE AND DENSITY DISTRICTS)**

In conformity with the intent and purpose of this Zoning Ordinance, “Use” and “Density” districts are hereby adopted in order to classify, regulate, restrict and separate uses of land and structures, lot dimensions and areas, yard widths and depths, percent of lot coverage and open spaces, lot area required for dwelling units and other structures, spacing of buildings, and the height and bulk of structures. The following general regulations apply to all Single Family Districts except where noted otherwise:

### **A. INTENT AND PURPOSE**

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

### **B. DISTRICT STIPULATIONS AND PROVISIONS**

#### **2. ACCESSORY DWELLING UNITS:**

- a.** There are three (3) different categories or types of Accessory Dwelling Units:
  - i.** Attached Unit
  - ii.** Detached Unit
  - iii.** Interior Unit
  
- b. Regulations for accessory dwelling units**
  - i.** In all single family residential districts, one accessory dwelling unit shall be permitted by right on an individual lot.
  - ii.** The accessory dwelling unit shall not occupy more floor area than the primary dwelling unit
  - iii.** Minimum lot area for an ADU shall be 5,000 square feet.
  - iv.** The primary use must already be established prior to permitting an accessory dwelling unit.
  - v.** No more than one entrance per story shall be located in each building façade that faces a street;
  - vi.** The property owner must reside in the primary or accessory unit.
  - vii.** The Planning & Zoning Commission may grant, through a conditional use permit, approval to locate an accessory dwelling unit that does not meet one or more of the conditions of this section. The applicant must demonstrate that the application complies with the general purposes and intent of this chapter with no adverse effects to the character of the single family residential district.
  - viii.** A deck or balcony is permitted as a portion of any story of the accessory building; provided:
    - a)** The deck or balcony is oriented so as to not face a principal building on an adjoining property in a single family residential district.

- ix. The accessory building shall conform to all applicable setback and lot occupancy regulations;
- x. The closest façade of a detached accessory building shall be separated from the closest façade of the principal building by a distance of ten (10) feet minimum unless attached to the principal building;
- xi. Park Models (Recreational Park Trailers) are not permitted in single family residential districts that do not allow manufactured homes. In order for a Park Model to be considered the following regulations must be followed in other single family residential districts:
  - a) The trailer tongue must be removed
  - b) Must provide adequate off-street parking and legal access to that parking.
  - c) Setup/installation must follow same requirements as those for a manufactured home and any requirements of the Park Model manufacturer
  - d) Must have exterior skirting
  - e) Must be connected to permanent wastewater system
  - f) Decks and patios must be self-supporting and require building permits in addition to the required permit for a park model
  - g) Must meet all zoning, building and wastewater setback requirements
  - h) Cannot be attached to the principal building and must meet the minimum 10 foot separation requirement from other structures
  - i) Must meet all floodplain requirements
  - j) Must place smoke detector in bedroom.
  - k) Cannot be a primary residence, only an ADU
  - l) Park models are the only type of recreational vehicle to be used as an ADU

**c. Development Standards**

- i. Height. The maximum height for a detached ADU is 30 feet.
- ii. Building coverage. The building coverage shall not exceed the maximum percentage allowed in the zoning district.
- iii. Parking. Adequate must be provided that is off-street.
- iv. Must have adequate facilities for the discharge of wastewater.

**d. Design Standards**

- i. Location of entrances. Only one main entrance may be located on the street-facing facade of the house, unless the house contained additional entrances before the ADU was created. An exception to this regulation is an entrance that does not have access from the ground, such as an entrance from a balcony or deck.
- ii. Exterior design details. Exterior finish materials, roof pitch, trim, eaves, window orientation and dimension must be the same or visually match those of the primary dwelling unit.

**104.C. USES PERMITTED SUBJECT TO A USE PERMIT**

**1. Bed and breakfast establishments, subject to the following conditions:**

- a. Applicants for a use permit shall be the property owner.
- b. No more than three (3) bedrooms shall be designated and/or used as guest rooms.
- c. The maximum duration of stay of any one guest shall be ten (10) days.

- d. Guests must enter through the main entrance to the dwelling to get to their rooms with no separate entrance allowed.
  - e. All parking must be accommodated on the site.
  - f. All meals or snacks provided to guests shall be served in a common dining area.
  - g. Any applicable State and County Health Department regulations must be complied with, and all required permits must be obtained and remain valid so long as the use is in operation.
  - h. The Use Permit shall be issued for periods of two years. Prior to the expiration date of the permit, the Director, or his designate, shall review the establishment for compliance with the terms of the permit. Full compliance shall result in an automatic two year extension; violations shall result in suspension or revocation.
2. Public utility facilities (but not business offices, repair facilities or storage and equipment yards) subject to the following conditions:
- a. Water Storage Tanks
    - i. Shall be no taller than sixteen (16) feet.
    - ii. Shall be painted in neutral “earth tone” shades of green or brown and landscaped to minimize adverse visual impact to surrounding properties.
    - iii. All exposed valves and piping shall be vandal proofed and screened or painted to match tanks.
  - b. Water Wells
    - i. Shall be enclosed in well houses constructed of durable materials finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
    - 1. Shall be made secure and vandal proofed.
  - c. Electrical and Natural Gas Facilities
    - 1. Shall be screened by an opaque fence or wall finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
    - 2. Shall be made secure and vandal proofed.
3. Home Occupations.

#### **Section 104.2.A.4.a**

4. Uses Permitted Subject to a Use Permit:
- a. Bed and breakfast establishments, subject to the following conditions:
    - i. Applicants for a use permit shall be the property owner.
    - ii. No more than three (3) bedrooms shall be designated and/or used as guest rooms.
    - iii. The maximum duration of stay of any one guest shall be ten (10) days.
    - iv. Guests must enter through the main entrance to the dwelling to get to their rooms with no separate entrance allowed.
    - v. All parking must be accommodated on the site.
    - vi. All meals or snacks provided to guests shall be served in a common dining area.
    - vii. Any applicable State and County Health Department regulations must be complied with, and all required permits must be obtained and remain valid so long as the use is in operation.
    - viii. The Use Permit shall be issued for periods of two years. Prior to the expiration date of the permit, the Director, or his designate, shall review the establishment for compliance with the terms of the permit. Full compliance shall result in an automatic two year extension; violations shall result in suspension or revocation.

- b. The keeping of individual animals not classified as household pets or domestic farm-type animals.
- c. Non-commercial kennels.
- d. Public utility facilities (but not business offices, repair facilities or storage and equipment yards) subject to the following conditions:
  - i. Water Storage Tanks:
    - a) Shall be no taller than sixteen (16) feet.
    - b) Shall be painted in neutral “earth tone” shades of green or brown and landscaped to minimize adverse visual impact to surrounding properties.
    - c) All exposed valves and piping shall be vandal proofed and screened or painted to match tanks.
  - ii. Water Wells
    - a) Shall be enclosed in well houses constructed of durable materials finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
    - b) Shall be made secure and vandal proofed
  - iii. Electrical and Natural Gas Facilities
    - a) Shall be screened by an opaque fence or wall finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
    - b) Shall be made secure and vandal proofed.
- e. Home Occupations.

**Section 104.2.F.3.a**

- 3. Permitted Uses:
  - a. One main residence.

**Section 104.2.G.3.a**

- 3. Permitted Uses
  - a. One single family dwelling on any lot or parcel of land.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of September 2015

**ATTEST:**

**GILA COUNTY BOARD OF SUPERVISORS**

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

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Bryan Chambers  
Deputy Attorney Principle



**ZONING ORDINANCE FOR UNINCORPORATED AREAS OF GILA  
COUNTY, ARIZONA  
ORDINANCE NO. 2015-**

AN ORDINANCE TO AMEND SECTION 102 BY ADDING A  
DEFINITION FOR AN ACCESSORY DWELLING UNIT  
(ADU) AND ADDING SECTION 104.B.2 FOR REGULATING  
ACCESSORY DWELLING UNITS AND DELETING  
SECTIONS 104.C.1 AND 104.2.A.4.a AND AMENDING  
SECTIONS 104.2.F.3.a AND 104.2.G.3.a FOR GUEST  
QUARTERS.

**WHEREAS**, in accordance with the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and upon recommendation of the Planning and Zoning Commission, the Board of Supervisors may amend, supplement or change the regulations set forth in the zoning code; and

**WHEREAS**, revisions have been made to the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, to include Sections 102, and 104; and

**WHEREAS**, on August 20, 2015 a public hearing was held by the Planning and Zoning Commission to review and obtain public comment regarding the proposed changes to the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, as required by the Zoning Code; and

**WHEREAS**, the Planning and Zoning Commission has recommended that the Board of Supervisors adopt these amendments to allow for Accessory Dwelling Units; and,

**WHEREAS**, the Board of Supervisors has properly noticed this Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, and conducted a public hearing in compliance with A.R.S. §11-251-05(C) and 11-813.

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors adopts as amended the Zoning Ordinance of Unincorporated Areas of Gila County, Arizona, which will go into effect 30 days after Board of Supervisors' approval:

**SECTION 102  
DEFINITIONS**

**Accessory Dwelling Unit (ADU):** An ADU is a small self-contained dwelling, typically with its own entrance, cooking, and bathing facilities, that shares the site of a larger, single-unit dwelling. ADUs may

be attached, as in the case of a basement apartment, or detached, as in the case of a backyard cottage. An ADU is not a separate property; it has the same owner as the primary dwelling.

## **SECTION 104 ESTABLISHMENT OF ZONES (USE AND DENSITY DISTRICTS)**

In conformity with the intent and purpose of this Zoning Ordinance, “Use” and “Density” districts are hereby adopted in order to classify, regulate, restrict and separate uses of land and structures, lot dimensions and areas, yard widths and depths, percent of lot coverage and open spaces, lot area required for dwelling units and other structures, spacing of buildings, and the height and bulk of structures. The following general regulations apply to all Single Family Districts **except where noted otherwise**:

### **A. INTENT AND PURPOSE**

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

### **B. DISTRICT STIPULATIONS AND PROVISIONS**

#### **2. ACCESSORY DWELLING UNITS:**

**a.** There are three (3) different categories or types of Accessory Dwelling Units:

- i.** Attached Unit
- ii.** Detached Unit
- iii.** Interior Unit

**b. Regulations for accessory dwelling units**

- i.** In all single family residential districts, one accessory dwelling unit shall be permitted by right on an individual lot.
- ii.** The accessory dwelling unit shall not occupy more floor area than the primary dwelling unit
- iii.** Minimum lot area for an ADU shall be 5,000 square feet.
- iv.** The primary use must already be established prior to permitting an accessory dwelling unit.
- v.** No more than one entrance per story shall be located in each building façade that faces a street;
- vi.** The property owner must reside in the primary or accessory unit.
- vii.** The Planning & Zoning Commission may grant, through a conditional use permit, approval to locate an accessory dwelling unit that does not meet one or more of the conditions of this section. The applicant must demonstrate that the application complies with the general purposes and intent of this chapter with no adverse effects to the character of the single family residential district.
- viii.** A deck or balcony is permitted as a portion of any story of the accessory building; provided:
  - a)** The deck or balcony is oriented so as to not face a principal building on an adjoining property in a single family residential district.

- ix. The accessory building shall conform to all applicable setback and lot occupancy regulations;
- x. The closest façade of a detached accessory building shall be separated from the closest façade of the principal building by a distance of ten (10) feet minimum unless attached to the principal building;
- xi. Park Models (Recreational Park Trailers) are not permitted in single family residential districts that do not allow manufactured homes. In order for a Park Model to be considered the following regulations must be followed in other single family residential districts:
  - a) The trailer tongue must be removed
  - b) Must provide adequate off-street parking and legal access to that parking.
  - c) Setup/installation must follow same requirements as those for a manufactured home and any requirements of the Park Model manufacturer
  - d) Must have exterior skirting
  - e) Must be connected to permanent wastewater system
  - f) Decks and patios must be self-supporting and require building permits in addition to the required permit for a park model
  - g) Must meet all zoning, building and wastewater setback requirements
  - h) Cannot be attached to the principal building and must meet the minimum 10 foot separation requirement from other structures
  - i) Must meet all floodplain requirements
  - j) Must place smoke detector in bedroom.
  - k) Cannot be a primary residence, only an ADU
  - l) Park models are the only type of recreational vehicle to be used as an ADU

**c. Development Standards**

- i. Height. The maximum height for a detached ADU is 30 feet.
- ii. Building coverage. The building coverage shall not exceed the maximum percentage allowed in the zoning district.
- iii. Parking. Adequate must be provided that is off-street.
- iv. Must have adequate facilities for the discharge of wastewater.

**d. Design Standards**

- i. Location of entrances. Only one main entrance may be located on the street-facing facade of the house, unless the house contained additional entrances before the ADU was created. An exception to this regulation is an entrance that does not have access from the ground, such as an entrance from a balcony or deck.
- ii. Exterior design details. Exterior finish materials, roof pitch, trim, eaves, window orientation and dimension must be the same or visually match those of the primary dwelling unit.

**104.C. USES PERMITTED SUBJECT TO A USE PERMIT**

- ~~1. A detached guest house accessory to the main dwelling only, subject to the following conditions:~~
  - ~~a. The guest house shall be confined to the rear one half of the property, shall be separated from the main dwelling by at least ten (10) feet and shall be located at least ten (10) feet from the rear property line.~~

- ~~b. The total square footage of the guest house shall not exceed 800 square feet.~~
- ~~c. A deed restriction shall be recorded for the subject property which prohibits the rental, lease or sale of the guest house.~~

**1. Bed and breakfast establishments, subject to the following conditions:**

- a. Applicants for a use permit shall be the property owner.
- b. No more than three (3) bedrooms shall be designated and/or used as guest rooms.
- c. The maximum duration of stay of any one guest shall be ten (10) days.
- d. Guests must enter through the main entrance to the dwelling to get to their rooms with no separate entrance allowed.
- e. All parking must be accommodated on the site.
- f. All meals or snacks provided to guests shall be served in a common dining area.
- g. Any applicable State and County Health Department regulations must be complied with, and all required permits must be obtained and remain valid so long as the use is in operation.
- h. The Use Permit shall be issued for periods of two years. Prior to the expiration date of the permit, the Director, or his designate, shall review the establishment for compliance with the terms of the permit. Full compliance shall result in an automatic two year extension; violations shall result in suspension or revocation.

**2. Public utility facilities (but not business offices, repair facilities or storage and equipment yards) subject to the following conditions:**

- a. Water Storage Tanks
  - i. Shall be no taller than sixteen (16) feet.
  - ii. Shall be painted in neutral “earth tone” shades of green or brown and landscaped to minimize adverse visual impact to surrounding properties.
  - iii. All exposed valves and piping shall be vandal proofed and screened or painted to match tanks.
- b. Water Wells
  - i. Shall be enclosed in well houses constructed of durable materials finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
    - 1. Shall be made secure and vandal proofed.
- c. Electrical and Natural Gas Facilities
  - 1. Shall be screened by an opaque fence or wall finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
  - 2. Shall be made secure and vandal proofed.

**3. Home Occupations.**

**Section 104.2.A.4.a**

**4. Uses Permitted Subject to a Use Permit:**

- ~~a. A detached guest house appurtenant to the main dwelling only, subject to the following conditions:~~

- ~~i. The guest house shall be confined to the rear one half of the property, shall be separated from the main dwelling by at least ten (10) feet and shall be located at least ten (10) feet from the rear property line.~~
  - ~~i. The total square footage of the guest house shall not exceed 800 square feet.~~
  - ~~ii. A deed restriction shall be recorded for the subject property which prohibits the rental, lease or sale of the guest house.~~
- a. Bed and breakfast establishments, subject to the following conditions:
    - i. Applicants for a use permit shall be the property owner.
    - ii. No more than three (3) bedrooms shall be designated and/or used as guest rooms.
    - iii. The maximum duration of stay of any one guest shall be ten (10) days.
    - iv. Guests must enter through the main entrance to the dwelling to get to their rooms with no separate entrance allowed.
    - v. All parking must be accommodated on the site.
    - vi. All meals or snacks provided to guests shall be served in a common dining area.
    - vii. Any applicable State and County Health Department regulations must be complied with, and all required permits must be obtained and remain valid so long as the use is in operation.
    - viii. The Use Permit shall be issued for periods of two years. Prior to the expiration date of the permit, the Director, or his designate, shall review the establishment for compliance with the terms of the permit. Full compliance shall result in an automatic two year extension; violations shall result in suspension or revocation.
  - b. The keeping of individual animals not classified as household pets or domestic farm-type animals.
  - c. Non-commercial kennels.
  - d. Public utility facilities (but not business offices, repair facilities or storage and equipment yards) subject to the following conditions:
    - i. Water Storage Tanks:
      - a) Shall be no taller than sixteen (16) feet.
      - b) Shall be painted in neutral “earth tone” shades of green or brown and landscaped to minimize adverse visual impact to surrounding properties.
      - c) All exposed valves and piping shall be vandal proofed and screened or painted to match tanks.
    - ii. Water Wells
      - a) Shall be enclosed in well houses constructed of durable materials finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
      - b) Shall be made secure and vandal proofed
    - iii. Electrical and Natural Gas Facilities
      - a) Shall be screened by an opaque fence or wall finished in neutral “earth tones” and landscaped to minimize any adverse visual impact to surrounding properties.
      - b) Shall be made secure and vandal proofed.
  - e. Home Occupations.

### **Section 104.2.F.3.a**

#### **3. Permitted Uses:**

- a. One main residence, ~~and one detached, non-rental guest house with separate kitchen and sanitary facilities~~

**Section 104.2.G.3.a**

3. Permitted Uses

- a. One single family dwelling on any lot or parcel of land. ~~which may, in addition, contain quarters for servants or non-paying quests or non-paying guests provided no facilities for preparation or cooking of food are contained therein. If such quarters are detached from the main building, such accessory buildings shall be located no closer to property lines than is allowed for the main building.~~

**PASSED AND ADOPTED** this 15<sup>th</sup> day of September 2015

**ATTEST:**

**GILA COUNTY BOARD OF SUPERVISORS**

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

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Bryan Chambers  
Deputy Attorney Principle

As per ARSS 11-813: display advertisement covering not less than one-eighth of a full page.

**DISPLAY AD  
GILA COUNTY PLANNING AND ZONING COMMISSION  
AND THE  
GILA COUNTY BOARD OF SUPERVISORS**

**PUBLIC NOTICE IS HEREBY GIVEN** that the Gila County Planning & Zoning Commission will have a public hearing on Thursday August 20, 2015, at 10:00 am in the Gila County Supervisor's Hearing Room at 1400 E Ash Street, Globe, Arizona, and simultaneously broadcast to the Board of Supervisor's Conference Room at the Payson County Complex, 610 E Highway 260, Payson, Arizona.

The Gila County Board of Supervisor's will have a public hearing on Tuesday September 15, 2015, at 10:00 am in the Gila County Supervisor's Hearing Room at 1400 E Ash Street, Globe, Arizona, and simultaneously broadcast to the Board of Supervisor's Conference Room at the Payson County Complex, 610 E Highway 260, Payson, Arizona.

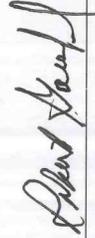
Both hearings will be to discuss and obtain public comment regarding amendments to the Gila County Zoning Ordinance. The Zoning Ordinance regulates land development in the unincorporated areas of Gila County that is currently zoned.

**Z-15-02 Amend Sections 102 and 104:** Section 102 Definitions add a new definition for Accessory Dwelling Unit (ADU).  
Section 104 Establishment of Zones: 1) Add a new section 104.B.2 applicable to the establishment of Accessory Dwelling Units in all single family residential districts.  
2) Delete 104.C.1 applicable to "Detached Guest House". 3) Move Sections 104.C.2 to C.1, Move section 104.C.3 to C.2, 104 C.4 to C.3. 4) Delete section 104.2.A.4.a 5) Edit section 104.2.F.3.a to refer to One main residence. 6) Edit section 104.2.G.3 to refer to One single family dwelling on any lot or parcel of land.

**Z-15-03 Modified Section 104.7:** Special Zoning Districts by deleting 2.d the requirement for D40 density district.

The complete DRAFT of these proposed amendments is available for public inspection in the office of the Gila County Community Development Division located at 745 N. Rose Mofford, Globe, Arizona, or 610 East Highway 260, Payson, Arizona and is also available on the Gila County website under the Community Development Division under Planning and Zoning ([www.gilacountyaz.gov](http://www.gilacountyaz.gov)).

Gila County Planning and Zoning



Robert Gould  
Planning and Zoning Director

**ARF-3332**

**Regular Agenda Item 4. A.**

**Regular BOS Meeting**

Meeting Date: 09/15/2015

Submitted For: Jeff Hassenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

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Information

Request/Subject

Town of Miami's FY 2015-2016 Economic Development Grant Request for its Cobre Valley Community Transit System's Dial-A-Ride Program and annual report of the Program's activities.

Background Information

On August 20, 2012, the Board of Supervisors (BOS) approved an Intergovernmental Agreement (IGA)-Economic Development Grant with the Town of Miami in the amount of \$74,700 so that the Town of Miami could purchase the Cobre Valley Community Transit (CVCT) building located in Miami, AZ.

On November 13, 2012, the BOS approved the issuance of a one-time economic development grant in the amount of \$25,000 to the Town of Miami for the continued operation and expansion of its CVCT System, in particular its Dial-A-Ride Program, providing that an IGA was presented to the BOS for signature at a future BOS meeting. Granting of these funds was allowed per the requirements outlined in A.R.S. § 11-254.

On February 5, 2013, the BOS and the Town of Miami entered into an IGA in order to release a \$25,000 economic development grant to the Town of Miami for its CVCT System.

On June 24, 2014, the BOS and the Town of Miami entered into an IGA in order to release a \$31,500 economic development grant to the Town of Miami for its CVCT programs.

Evaluation

The Town of Miami is requesting the Board of Supervisors' approval of an Intergovernmental Agreement between both entities in order to provide the Town with an economic development grant in the amount of \$31,500 to assist with the continued operation of its CVCT Dial-A-Ride Program. The requested funds would be provided utilizing fiscal year 2015-2016 budgeted funds.

### Conclusion

Without continued support from Gila County, the continuation of the Cobre Valley Community Transit System's Dial-A-Ride Program will be in jeopardy.

### Recommendation

It is recommended that the Manager of the Town of Miami provide the Board of Supervisors with an annual update on the activities of the CVCT Dial-A-Ride Program per the requirements of the IGA executed by both parties on June 24, 2014, and a request for economic development funds to assist with the continuation of the Dial-A-Ride Program.

### Suggested Motion

Information/Discussion/Action to provide an update on the activities of the Town of Miami's Cobre Valley Community Transit System; approve Intergovernmental Agreement No. 081915-3 (Economic Development Grant) between Gila County and the Town of Miami in the amount of \$31,500, to be paid from the County's 2015-2016 fiscal year budget in order to assist the Town of Miami with its Cobre Valley Community Transit System, specifically, the Dial-A-Ride Program; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. **(Jeff Hessian and Joe Heatherly)**

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### Attachments

Intergovernmental Agreement No. 081915-3 with Town of Miami for Dial-A-Ride Program 2015-2016

Request from Town of Miami for an Economic Development Grant for CVCT programs

Intergovernmental Agreement No. 060314-2 with Town of Miami for Dial-A-Ride Program 2014-2015

Intergovernmental Agreement with Town of Miami for Dial-A-Ride program 2013-2014

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**INTERGOVERNMENTAL AGREEMENT NO. 081915-3**

**GILA COUNTY  
AND  
TOWN OF MIAMI  
FOR THE  
COBRE VALLEY COMMUNITY TRANSIT SYSTEM'S DIAL-A-RIDE PROGRAM**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into effective this 15<sup>th</sup> day of September, 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "County" and the Town of Miami, an Arizona municipal corporation, hereinafter referred to as "Miami".

**RECITALS**

**WHEREAS**, Miami manages and operates the Cobre Valley Community Transit System and the Dial-A-Ride Program for the benefit of residents of County, Miami and Globe;

**WHEREAS**, The Dial-A-Ride program has been operating below potential due to funding cuts by the State. Due to continued state and federal budget cuts, the Local Area Transportation Funds II (LTAF) funding to County has been discontinued;

**WHEREAS**, County desires to provide funding to Miami in order to assist with the Cobre Valley Community Transit System Dial-A-Ride program;

**WHEREAS**, For many years County has entered into an Intergovernmental Agreement with Miami in order to provide a portion of County's state-funded Local Area Transportation Funds II (LTAF) to assist Miami with its funding of the Cobre Valley Community Transit System Dial-A-Ride program;

**WHEREAS**, Miami has requested one-time Economic Development Grant for funding to help replace the LTAF II funding;

**WHEREAS**, County has determined that the purpose of this funding request is a public purpose and that expenditure of these funds will assist in the continued services provided by the Cobre Valley Community Transit System Dial-A-Ride program, which provides transportation to local citizens;

**WHEREAS**, The Economic Development Grant will give Miami additional time to obtain alternative means of funding for this much needed program for the citizens of Miami and County.

## SCOPE

It is the intent of County pursuant to A.R.S. §11-254 to provide \$31,500 in an Economic Development Grant to Miami to further enhance the economic welfare of the inhabitants of the County.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and of the mutual benefits to result therefrom, the parties agree as follows:

1. County grants and awards to Miami an Economic Development Grant in the amount of thirty-one thousand five hundred dollars (\$31,500) (the "Grant") for the benefit of the public to be used as set forth below.
2. Miami shall use the Grant for the Cobre Valley Community Transit System Dial-A-Ride program, to improve service to the public.
3. Miami shall post a statement crediting and acknowledging the County's Economic Development Grant funding at the Cobre Valley Community Transit System Building and include such a statement in all literature advertising the Dial-A-Ride program.
4. Miami shall provide to the County an annual report on the activities of the Cobre Valley Community Transit System's Dial-A-Ride program no later than one (1) year after the passage of this Intergovernmental Agreement. Said report will include the number of rides provided for all participants in the program, and the city, town or county limits in which the participants reside, employee wages, vehicle expenses, number of passengers, and the location of pick up and drop off (city, town or county limits). The detailed report shall be mailed to Jeannie Sgroi, Gila County Finance Department, 1400 E. Ash Street, Globe, AZ 85501. All records shall be public record.
5. The term of this Intergovernmental Agreement shall be from the date of the passage of the Agreement by County and expire one (1) year later.
6. If at any time during the term of this Agreement, or within twenty-four months thereafter, Miami should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Town shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.
7. Miami shall be solely responsible for compliance with all rules and regulations and the adoption and enforcement of required rules and regulations. Miami shall hold the County harmless from any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages, of any sort, arising from, or as a result of, the operation of the transit program.
8. In conducting the program, Miami, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability. The Miami Town Council shall adopt policies and ordinances intended to comply with this provision and provide copies to the County Administration.

## 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:

Town of Miami  
Attn: Town Manager  
500 W. Sullivan Street  
Miami, Arizona 85539

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

## GENERAL TERMS

1. Indemnification: Miami shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operations of the Dial-A-Ride Program.
2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. Cancellation: This Agreement is subject to the cancellation provisions of A.R.S. §38-511.
4. 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.
5. Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
6. Finances and Budgetary Matters: Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this Intergovernmental Agreement, and the financing for it, shall be approved annually by each Party through its' board or council; financing may include commitment of general funds, grant funds, or other available financing.

7. 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.
8. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or Miami 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**

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

**ATTEST**

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
 Jefferson R. Dalton,  
 Deputy Gila County Attorney, Civil Bureau Chief  
 for Bradley D. Beauchamp, County Attorney

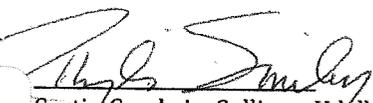
**TOWN OF MIAMI**

  
 \_\_\_\_\_  
 Darryl Dalley  
 Mayor

**ATTEST**

  
 \_\_\_\_\_  
 Karen Norris, Town Clerk  
 Town of Miami

**APPROVED AS TO FORM:**

  
 \_\_\_\_\_  
 Curtis, Goodwin, Sullivan, Udall  
 and Schwab, P.L.C., Town Attorney  
 By: Phyllis L.N. Smiley



**TOWN COUNCIL**

*Darryl Dalley, Mayor*  
*Don Reiman, Vice-Mayor*  
*Michael Black*  
*Jose "Angel" Medina*  
*Sammy Gonzales*  
*Rosemary Castaneda*  
*Susan Hanson*

**TOWN OF MIAMI**  
*"Copper Center of the World"*

500 W. Sullivan St.  
Miami, AZ 85539  
928-473-4403

**ADMINISTRATION**

*Joe Heatherly*  
*Town Manager*  
*Karen Norris*  
*Town Clerk*  
*Rachelle Sanchez*  
*Finance Director*

August 18, 2015

Mr. Don McDaniel  
Gila County  
1400 E. Ash Street  
Globe, AZ. 85501

Dear Mr. McDaniel

The Town of Miami has been a partner, covering the Cobre Valley Community Transit system (CVCT) with Gila County for the past several years. Miami would like to continue this partnership and is requesting the identical funding of last year amounting to \$31,500. We are putting together operating statistics for the past two years and should have that completed by the end of next week for submittal to Gila County.

We have made numerous operating enhancements over the past 12 months and will be adding several more in the next two months. All of these along with the establishment of the Transit Advisory Council (TAC) will make the CVCT more productive and efficient for us and the citizens of the Globe / Miami area.

I will be available to meet with you to discuss this request and review the past and projected operating statistics at your convenience.

Thank you for your consideration of this request and the Town of Miami looks to continue and keep our CVCT operating for the Globe / Miami area.

Sincerely;

Joseph Heatherly  
Town Manager / CVCT Director

**INTERGOVERNMENTAL AGREEMENT NO. 060314-2**

**GILA COUNTY  
AND  
TOWN OF MIAMI  
FOR THE  
COBRE VALLEY COMMUNITY TRANSIT SYSTEM'S DIAL-A-RIDE PROGRAM**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into effective this 24<sup>th</sup> day of June, 2014, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "County" and the Town of Miami, an Arizona municipal corporation, hereinafter referred to as "Miami".

**RECITALS**

**WHEREAS**, Miami manages and operates the Cobre Valley Community Transit System and the Dial-A-Ride Program for the benefit of residents of County, Miami and Globe;

**WHEREAS**, The Dial-A-Ride program has been operating below potential due to funding cuts by the State. Due to continued state and federal budget cuts, the Local Area Transportation Funds II (LTAF) funding to County has been discontinued;

**WHEREAS**, County desires to provide funding to Miami in order to assist with the Cobre Valley Community Transit System Dial-A-Ride program;

**WHEREAS**, For many years County has entered into an Intergovernmental Agreement with Miami in order to provide a portion of County's state-funded Local Area Transportation Funds II (LTAF) to assist Miami with its funding of the Cobre Valley Community Transit System Dial-A-Ride program;

**WHEREAS**, Miami has requested one-time Economic Development Grant for funding to help replace the LTAF II funding;

**WHEREAS**, County has determined that the purpose of this funding request is a public purpose and that expenditure of these funds will assist in the continued services provided by the Cobre Valley Community Transit System Dial-A-Ride program, which provides transportation to local citizens;

**WHEREAS**, The Economic Development Grant will give Miami additional time to obtain alternative means of funding for this much needed program for the citizens of Miami and County.

## SCOPE

It is the intent of County pursuant to A.R.S. §11-254 to provide \$31,500 in an Economic Development Grant to Miami to further enhance the economic welfare of the inhabitants of the County.

***NOW, THEREFORE***, in consideration of the mutual covenants and agreements contained herein, and of the mutual benefits to result therefrom, the parties agree as follows:

1. County grants and awards to Miami an Economic Development Grant in the amount of thirty-one thousand five hundred dollars (\$31,500) (the "Grant") for the benefit of the public to be used as set forth below.
2. Miami shall use the Grant for the Cobre Valley Community Transit System Dial-A-Ride program, to improve service to the public.
3. Miami shall post a statement crediting and acknowledging the County's Economic Development Grant funding at the Cobre Valley Community Transit System Building and include such a statement in all literature advertising the Dial-A-Ride program.
4. Miami shall provide to the County an annual report on the activities of the Cobre Valley Community Transit System's Dial-A-Ride program no later than one (1) year after the passage of this Intergovernmental Agreement. Said report will include the number of rides provided for all participants in the program, and the city, town or county limits in which the participants reside, employee wages, vehicle expenses, number of passengers, and the location of pick up and drop off (city, town or county limits). The detailed report shall be mailed to Jeannie Sgroi, Gila County Finance Department, 1400 E. Ash Street, Globe, AZ 85501. All records shall be public record.
5. The term of this Intergovernmental Agreement shall be from the date of the passage of the Agreement by County and expire one (1) year later.
6. If at any time during the term of this Agreement, or within twenty-four months thereafter, Miami should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Town shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.
7. Miami shall be solely responsible for compliance with all rules and regulations and the adoption and enforcement of required rules and regulations. Miami shall hold the County harmless from any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages, of any sort, arising from, or as a result of, the operation of the transit program.
8. In conducting the program, Miami, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability. The Miami Town Council shall adopt policies and ordinances intended to comply with this provision and provide copies to the County Administration.

## 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:

Town of Miami  
Attn: Jerry Barnes  
500 W. Sullivan Street  
Miami, Arizona 85539

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

## GENERAL TERMS

1. **Indemnification:** Miami shall indemnify, defend and hold harmless, County, its officers, employees agents from and against any and all obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operations of the Dial-A-Ride Program.
2. **Termination:** Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. **Cancellation:** This Agreement is subject to the cancellation provisions of A.R.S. §38-511.
4. **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.
5. **Immigration Law Compliance Warranty:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this Agreement to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

- 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 Miami 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**

Michael A. Pastor, Chairman  
Gila County Board of Supervisors

**TOWN OF MIAMI**

Rosemary Castenada  
Mayor

**ATTEST**

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

**ATTEST**

Karen Norris, Town Clerk  
Town of Miami

**APPROVED AS TO FORM**

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

**APPROVED AS TO FORM:**

Curtis, Goodwin, Sullivan, Udall  
and Schwab, P.L.C., Town Attorney  
By: Phyllis L.N. Smiley

**INTERGOVERNMENTAL AGREEMENT**

**GILA COUNTY  
AND  
TOWN OF MIAMI  
FOR THE  
COBRE VALLEY COMMUNITY TRANSIT SYSTEM'S DIAL-A-RIDE PROGRAM**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into effective this 5<sup>th</sup> day of February, 2013, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "County" and the Town of Miami, an Arizona municipal corporation, hereinafter referred to as "Miami".

**RECITALS**

**WHEREAS**, Miami manages and operates the Cobre Valley Community Transit System and the Dial-A-Ride Program for the benefit of residents of County, Miami and Globe;

**WHEREAS**, The Dial-A-Ride program has been operating below potential due to funding cuts by the State. Due to continued state and federal budget cuts, the Local Area Transportation Funds II (LTAF) funding to County has been discontinued;

**WHEREAS**, County desires to provide funding to Miami in order to assist with the Cobre Valley Community Transit System Dial-A-Ride program;

**WHEREAS**, For many years County has entered into an Intergovernmental Agreement with Miami in order to provide a portion of County's state-funded Local Area Transportation Funds II (LTAF) to assist Miami with its funding of the Cobre Valley Community Transit System Dial-A-Ride program;

**WHEREAS**, Miami has requested one-time Economic Development Grant for funding to help replace the LTAF II funding;

**WHEREAS**, County has determined that the purpose of this funding request is a public purpose and that expenditure of these funds will assist in the continued services provided by the Cobre Valley Community Transit System Dial-A-Ride program, which provides transportation to local citizens;

**WHEREAS**, The Economic Development Grant will give Miami additional time to obtain alternative means of funding for this much needed program for the citizens of Miami and County.

## **SCOPE**

It is the intent of County pursuant to A.R.S. §11-254 to provide \$25,000 in an Economic Development Grant to Miami to further enhance the economic welfare of the inhabitants of the County.

***NOW, THEREFORE***, in consideration of the mutual covenants and agreements contained herein, and of the mutual benefits to result therefrom, the parties agree as follows:

1. County grants and awards to Miami an Economic Development Grant in the amount of twenty-five thousand dollars (\$25,000) (the "Grant") for the benefit of the public to be used as set forth below.
2. Miami shall use the Grant for the Cobre Valley Community Transit System Dial-A-Ride program, to improve service to the public.
3. Miami shall post a statement crediting and acknowledging the County's Economic Development Grant funding at the Cobre Valley Community Transit System Building and include such a statement in all literature advertising the Dial-A-Ride program.
4. Miami shall provide to the County an annual report on the activities of the Cobre Valley Community Transit System's Dial-A-Ride program no later than one (1) year after the passage of this Intergovernmental Agreement. Said report will include the number of rides provided for all participants in the program, and the city, town or county limits in which the participants reside, employee wages, vehicle expenses, number of passengers, and the location of pick up and drop off (city, town or county limits). The detailed report shall be mailed to Jeannie Sgroi, Gila County Finance Department, 1400 E. Ash Street, Globe, AZ 85501. All records shall be public record.
5. The term of this Intergovernmental Agreement shall be from the date of the passage of the Agreement by County and expire one (1) year later.
6. If at any time during the term of this Agreement, or within twenty-four months thereafter, Miami should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Town shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.
7. Miami shall be solely responsible for compliance with all rules and regulations and the adoption and enforcement of required rules and regulations. Miami shall hold the County harmless from any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages, of any sort, arising from, or as a result of, the operation of the transit program.
8. In conducting the program, Miami, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability. The Miami Town Council shall adopt policies and ordinances intended to comply with this provision and provide copies to the County Administration.

## 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:

Town of Miami  
Attn: Jerry Barnes  
500 W. Sullivan Street  
Miami, Arizona 85539

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

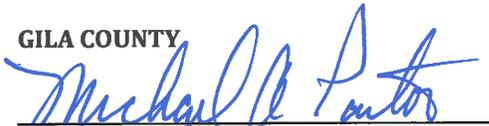
## GENERAL TERMS

1. **Indemnification:** Miami shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operations of the Dial-A-Ride Program.
2. **Termination:** Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. **Cancellation:** This Agreement is subject to the cancellation provisions of A.R.S. §38-511.
4. **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.
5. **Immigration Law Compliance Warranty:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this Agreement to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

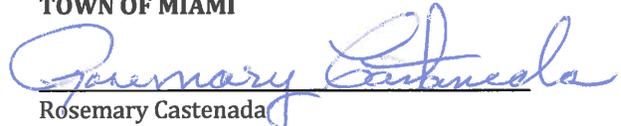
6. Scrutinized Business Operations. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the parties each certify that they do not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in A.R.S. §§ 35-391 or 35-393, as applicable. If either party determines that the other party submitted a false certification, the party making such determination may impose remedies as provided by law, including terminating this Agreement.
7. 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.
8. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or Miami 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**

  
 Michael A. Pastor, Chairman  
 Gila County Board of Supervisors

**TOWN OF MIAMI**

  
 Rosemary Castenada  
 Mayor

**ATTEST**

  
 Marian Sheppard, Chief Deputy Clerk  
 Gila County Board of Supervisors

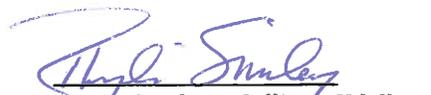
**ATTEST**

  
 Karen Norris, Town Clerk  
 Town of Miami

**APPROVED AS TO FORM**

  
 Bryan B. Chambers,  
 Deputy Attorney Principal

**APPROVED AS TO FORM:**

  
 Curtis, Goodwin, Sullivan, Udall  
 and Schwab, P.L.C., Town Attorney  
 By: Phyllis L.N. Smiley

**ARF-3347**

**Regular Agenda Item 4. B.**

**Regular BOS Meeting**

Meeting Date: 09/15/2015

Submitted For: Jeff Hossenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

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Information

Request/Subject

Approve Intergovernmental Agreement No. 082015-1 with Tonto Basin School District #33.

Background Information

On August 26, 2004, Gila County entered into an Intergovernmental Agreement (IGA) with the Tonto Basin School District to allow the School District to park their bus at the Tonto Basin County facility, at their risk, and to purchase fuel from the County, at cost, for their school bus. The initial term of the IGA was for five years.

On August 31, 2010, Gila County entered into an IGA with the Tonto Basin School District to continue to allow the School District to park their bus at the Tonto Basin County facility and to purchase fuel from the County for their school bus. The initial term of the IGA was for five years.

The IGA expired as of August 30, 2015.

Evaluation

Since 2004, Gila County has partnered with the Tonto Basin School District #33 to allow them to park their school buses, at their risk, at the Tonto Basin County facility. Additionally, Gila County allows Tonto Basin School District #33 to purchase fuel for their school buses, at cost, from the County facility. This partnership has worked out well and benefits the School District, as well as the Tonto Basin community.

Conclusion

Intergovernmental Agreement No. 082015-1 is being executed to replace the 2010 IGA which expired on August 30, 2015.

Recommendation

The Finance Division Director and the Public Works Division Director recommend that the Board approve Intergovernmental Agreement No. 082015-1 between Gila County and Tonto Basin School District #33 to allow the School District to park their school buses, at their risk, at the Tonto Basin County facility; and to purchase fuel, at cost, from the Tonto Basin County facility.

Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. 082015-1 between Gila County and Tonto Basin Unified School District #33 (District) whereby the District shall be allowed to continue to park school buses at the Tonto Basin County facility, and also purchase fuel from the County for the buses at cost for a period of one year with the option for three one-year renewals by mutual agreement of both parties.

**(Jeff Hassenius and Steve Sanders)**

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Attachments

Intergovernmental Agreement No. 082015-1-Tonto Basin School District #33

Intergovernmental Agreement-2010-2015-Tonto Basin School District  
Intergovernmental Agreement-2004-2010-Tonto Basin School District

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**INTERGOVERNMENTAL AGREEMENT NO. 082015-1**  
**BETWEEN**  
**GILA COUNTY**  
**AND**  
**TONTO BASIN SCHOOL DISTRICT #33**  
**BUS PARKING AND FUEL PURCHASES**

**THIS AGREEMENT** is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "County" and the Tonto Basin School District, hereinafter referred to as "District".

**RECITALS**

**WHEREAS**, the District wishes to continue to park their school buses at the County facility in Tonto Basin; and

**WHEREAS**, the District wishes to continue to purchase fuel for their school buses from the County facility in Tonto Basin.

**NOW, THEREFORE**, the parties agree as follows:

1. **Term of Agreement; Renewals.** The initial term of this agreement shall be effective as of August 27, 2015 and shall continue in effect until August 26, 2016. Thereafter it may be renewed annually beginning on August 27, 2016 for up to three renewal terms, by mutual agreement of the Parties.
2. **Scope.** The District will be allowed to park their buses at the County's facility in Tonto Basin. The District will also purchase fuel for its buses, for which it will reimburse the County monthly, at cost, for the fuel consumed by the District's buses.
3. **Payment.** The District will pay the County for the fuel that is consumed at the cost the County incurs for the fuel. The County will invoice the previous month's fuel used by the District, on or about the beginning of each month. Payment will be made by the District on or about the 15<sup>th</sup> day of each month.
4. **Disclaimer.** The County assumes no responsibility of liability for any vehicle parked with the County's Tonto Basin Facility Yard. The County is not responsible for loss or damage due to fire, theft, breakage, collisions or articles left in any vehicle.
5. **Independent Contractors.** The status of the parties shall be that of independent contractors and nothing in this agreement shall be construed as creating a joint venture.

6. **Indemnification and Insurance.** The District shall save, hold harmless and indemnify the County, its officers, employees or agents from claims, damages or other losses arising from the negligent acts or omissions of the District, its officers, employees or agents pursuant to this Agreement. The District shall obtain and maintain general liability insurance in such amounts as may be required to protect itself and the County from claims, damages or other losses as described in this Section.
7. **Termination for Convenience.** The parties reserve the right to terminate this Agreement at any time and without cause by serving upon the other party, 30 days advance written notice of such intent to terminate. In the event of such termination, the District's only obligation to County shall be payments described in Paragraph 3.
8. **Termination for Cause.** This contract may be terminated at any time without advance notice and without further obligation to the County when the District is found by County to be in default of any provision of this Agreement.
9. **Cancellation.** This Agreement is subject to the cancellation provisions of A.R.S §38-511.
10. **Workers Compensation.** During work on this Intergovernmental Agreement, employees of both the District and the County staff shall maintain their status respectively as District or County employees, but shall perform under the direction and authority of either the County or District as designated in this Intergovernmental Agreement. Notwithstanding the foregoing, an employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this agreement, for the purposes of A.R.S. §23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. §23-906 in substantially the following form:  
  
All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an Intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.
11. **Non-Assignment.** The District shall not assign its rights to this Agreement in whole or in part, without prior written approval of the County. Assignment may be withheld at the sole discretion of the County, provided that such approval shall not be unreasonably withheld.
12. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
13. **Applicable Law.** The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.

14. **Notices.** Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

District: Tonto Basin School District  
Superintendent  
P.O. Box 337  
Tonto Basin, AZ 85553

Gila County: Gila County  
County Manager  
1400 E. Ash Street  
Globe, AZ 85501

These addresses may be changed by either party by giving notice in writing. Such changes shall also be deemed to have been effectively noticed five (5) calendar days after being mailed to each party by the party changing the address.

15. **Non-Waiver.** The failure of either party to insist on any one or more instances upon the full and complete performance of any of the terms and conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance of either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

16. **Compliance with 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. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement shall be brought in a court of the State of Arizona in Gila County. Any changes in the governing laws, rules and regulations during the terms of the Agreement shall apply, but do not require an amendment.

17. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.

18. **Other Inclusions.** This agreement shall be deemed to include any provisions required by law, whether actually recited or not.

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

**20. Legal Arizona Workers Act Compliance.** As required by A.R.S. §41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

**21. Finances and Budgetary Matters:** Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this Intergovernmental Agreement, and the financing for it, shall be approved annually by each Party through its' board or council; financing may include commitment of general funds, grant funds, or other available financing.

This document constitutes the entire Agreement between the parties and shall not be modified, amended, altered, or changed, except through written amendment signed by the parties.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this Intergovernmental Agreement No. 082015-1, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinafter named, on the date and year first above written.

**GILA COUNTY BOARD OF SUPERVISORS**

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

**TONTO BASIN SCHOOL DISTRICT**

  
\_\_\_\_\_  
Teri Cline  
Board President

**ATTEST**

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jefferson R. Dalton,  
Deputy Gila County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney



When recorded deliver to:

**Marian Sheppard, Chief Deputy Clerk  
Gila County Board of Supervisors  
(08/31/10 #5)**



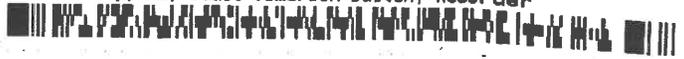
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## **CAPTION HEADING:**

**Intergovernmental Agreement  
Between  
Gila County  
and  
Tonto Basin Unified School District**

**DO NOT REMOVE**

**This is part of the official document**



**INTERGOVERNMENTAL AGREEMENT**

**GILA COUNTY**

**AND**

**TONTO BASIN UNIFIED SCHOOL DISTRICT**

**THIS AGREEMENT** is made by and between GILA COUNTY BOARD OF SUPERVISORS on behalf of GILA COUNTY PUBLIC WORKS DIVISION (hereinafter designated the "COUNTY") and TONTO BASIN UNIFIED SCHOOL DISTRICT (hereinafter designated the "DISTRICT").

**NOW THEREFORE**, in consideration of the mutual promises contained in this agreement, the parties agree as follows:

**ARTICLE I – SCOPE:** The District shall be allowed to park their bus at the County facility in Tonto Basin. The District will also purchase fuel from the County for the bus.

**Disclaimer**

- The County assumes no responsibility or liability for any vehicle parked within the Tonto Basin Facility Yard.
- The County is not responsible for loss or damage due to fire, theft, breakage, collisions or articles left in any vehicle.

**Independent Contractors**

- The status of the parties shall be that of independent contractors and nothing in this agreement shall be construed as creating a joint venture.

**ARTICLE II – PAYMENT:** Fuel consumed by the District shall be reimbursed to the County on a monthly basis at the cost the County incurs for the fuel. This payment shall be made by the 15<sup>th</sup> day of each month. Address of payment shall be the address on the invoice from the County.

**ARTICLE III – TERM:** The term of this agreement shall commence upon award and shall remain in effect for a period of five (5) years, unless terminated or cancelled. The County shall have the right, at its sole option, to renew the agreement for one (1) additional five (5) year period.

**ARTICLE IV – CANCELLATION:** This agreement may be cancelled 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.

**ARTICLE V – TERMINATION:** The parties reserve the right to terminate this agreement at any time and without cause by giving a thirty (30) written notice to the other party. In the event of such termination, the District's only obligation to the County shall be payment for services rendered prior to the date of termination.

**ARTICLE VI – NOTICES:** Any notice required or permitted to be given under this agreement shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

COUNTY

Gila County Public Works Division  
Attn: Fiscal Services Manager  
1400 E. Ash Street  
Globe, AZ 85501

DISTRICT

Tonto Basin Unified School District  
Attn: John Ketchem  
P.O. Box 337  
Tonto Basin, AZ 85553

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

**ARTICLE VIII – NON-WAIVER:** The failure of either party to insist on any one (1) or more instances upon the full and complete performance of any of the terms and conditions of this agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance of either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

**ARTICLE IX – INDEMNIFICATION:** District 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

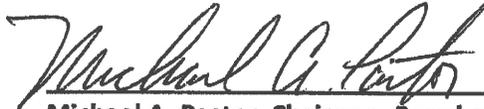


litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of District or any of its owners, officers, 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 District 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 District from and against any and all claims. It is agreed that the District will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this agreement, the District 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 District for the County.

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

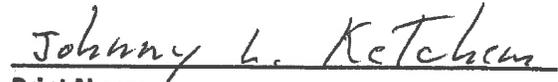
GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

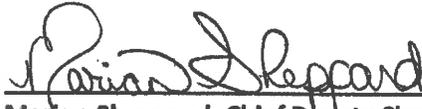
  
Michael A. Pastor, Chairman, Board of Supervisors

TONTO BASIN UNIFIED SCHOOL DISTRICT:

  
Chairperson of the Board *superintendent*

  
Print Name

ATTEST

  
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

  
Bryan B. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney





## DISCLOSURE OF DUAL REPRESENTATION

In approving the preceding Intergovernmental Agreement between Tonto Basin Unified School District and Gila County, Gila County Attorney Daisy Flores has represented Tonto Basin Unified School District and Gila County.

Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the Intergovernmental Agreement on behalf of Tonto Basin Unified School District and Gila County, Daisy Flores has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by her responsibilities to the other.

However, it is possible in the future that if any dispute arises from this IGA, and Tonto Basin Unified School District and Gila County are adverse to each other, Daisy Flores may have to invoke the requirements of Ethical Rule 1.7. Rule 1.7 requires the attorney to reasonably believe the dual representation will not be adversely affected, and each client must consent after consultation.



*Disclosure of Dual Representation*

page two

Therefore, the undersigned acknowledges this dual representation and acknowledges that if the Rule's conflict of interest occurs, Daisy Flores may have to withdraw her representation of one client.

**GILA COUNTY**

**EXECUTED BY:**

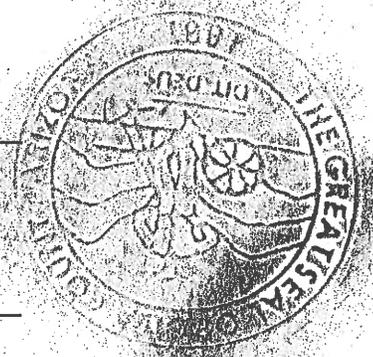
By Michael A. Pastor  
Michael A. Pastor, Chairman, Board of Supervisors

**ATTESTED BY:**

By Marian Sheppard  
Marian Sheppard, Deputy Clerk of the Board

**APPROVED AS TO FORM:**

By Bryan B. Chambers  
Bryan B. Chambers, Deputy County Attorney  
for Daisy Flores, County Attorney



**TONTO BASIN UNIFIED SCHOOL DISTRICT**

**EXECUTED BY:**

By Johnny L. Ketchum  
Superintendent, Tonto Basin Unified School District

Print Name: Johnny L. Ketchum

INTERGOVERNMENTAL AGREEMENT BETWEEN GILA COUNTY BOARD OF  
SUPERVISORS ON BEHALF OF GILA COUNTY PUBLIC WORKS DIVISION  
AND TONTO BASIN SCHOOL DISTRICT

**THIS AGREEMENT** is made by and between GILA COUNTY BOARD OF SUPERVISORS on behalf of GILA COUNTY PUBLIC WORKS DIVISION (hereinafter called the "COUNTY") and TONTO BASIN SCHOOL DISTRICT (hereinafter called the "DISTRICT").

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I – TERM**

This agreement shall be for a term of 5 years, commencing the date signed by both parties, or in the alternative, by August 26, 2004, the date DISTRICT is scheduled to obtain the bus.

**ARTICLE II – SCOPE**

The DISTRICT will be allowed to park their bus at the COUNTY'S facility in Tonto Basin. The DISTRICT will also purchase fuel for its bus for which it will reimburse the COUNTY monthly at cost for the fuel consumed by DISTRICT'S bus.

**ARTICLE III – PAYMENT**

The DISTRICT will pay COUNTY for the fuel that is consumed at the cost the COUNTY incurs for the fuel. This payment will be made by the 15<sup>th</sup> day of each month.

#### **ARTICLE IV – DISCLAIMER**

The COUNTY assumes no responsibility or liability for any vehicle parked within the Tonto Basin Facility Yard. The COUNTY is not responsible for loss or damage due to fire, theft, breakage, collisions or articles left in any vehicle.

#### **ARTICLE V – INDEPENDENT CONTRACTORS**

The status of the parties shall be that of independent contractors and nothing in this agreement shall be construed as creating a joint venture.

#### **ARTICLE VI – TERMINATION FOR CONVENIENCE**

The parties reserve the right to terminate this Contract at any time and without cause by serving upon the other party, 30 days in advance written notice of such intent to terminate. In the event of such termination, the DISTRICT'S only obligation to COUNTY shall be payment for services rendered prior to the date of termination.

#### **ARTICLE VII – TERMINATION FOR CAUSE**

This contract may be terminated at any time without advance notice and without further obligation to the COUNTY when the DISTRICT is found by COUNTY to be in default of any provision of this Contract.

#### **ARTICLE VIII – CONTRACT EXTENSION**

The COUNTY shall have the option to extend this Contract for one time for a second five year period. Any modification, or extension shall be by formal written amendment executed by the parties hereto.

#### **ARTICLE IX – NON-ASSIGNMENT**

The DISTRICT shall not assign its rights to this Contract in whole or in part, without prior written approval of the COUNTY. Assignment may be withheld at

the sole discretion of the COUNTY, provided that such approval shall not be unreasonably withheld.

### **ARTICLE X – INDEMNIFICATION**

The DISTRICT 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 or negligence by the DISTRICT, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

### **ARTICLE XI – SEVERABILITY**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

### **ARTICLE XII – NOTICES**

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

#### COUNTY

Gila County Public Works Division  
ATTN: Public Works Manager  
Gila County Courthouse  
1400 E. Ash St.  
Globe AZ 85501

#### DISTRICT

John Ketchem  
Tonto Basin Unified School District  
P.O. Box 337  
Tonto Basin, AZ 85553

### **ARTICLE XIII – CONFLICT OF INTEREST**

This agreement is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated by reference.

### **ARTICLE XIV – NON-WAIVER**

The failure of either party to insist on any one or more instances upon the full and complete performance of any of the terms and conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance of either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

### **ARTICLE XV – AMERICANS WITH DISABILITIES ACT**

The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35.

### **ARTICLE XVI – COMPLIANCE WITH 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 Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Gila County. Any changes in the governing laws, rules and regulations during the terms of the Contract shall apply, but do not require an amendment.

ARTICLE XVII – OTHER INCLUSIONS

This agreement shall be deemed to include any provisions required by law, whether actually recited or not.

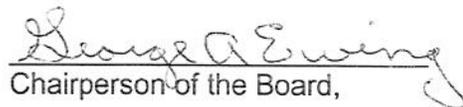
This document constitutes the entire Contract between the parties and shall not be modified, amended altered or changed except through written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the dates written below.

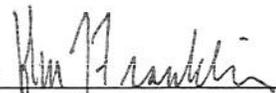
GILA COUNTY BOARD OF SUPERVISORS

TONTO BASIN SCHOOL DISTRICT

  
Chairman of the Board

 8-24-04  
Chairperson of the Board,

APPROVED AS TO FORM:

By:  8-17-04  
John T Franklin  
Deputy Gila County Attorney

**ARF-3342**

**Regular Agenda Item 4. C.**

**Regular BOS Meeting**

Meeting Date: 09/15/2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: FY 2015-2016 Budgeted?: Yes

Contract Dates TBD Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

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Information

Request/Subject

Request to Advertise Request for Proposals No. 080515-1 - Complete Rebuild 816F Compactor Engine.

Background Information

The Gila County Recycling and Landfill Department has a need for a complete rebuild on equipment number H-3, a CAT 816F compactor at the Buckhead Mesa landfill. It lacks the power to efficiently compact trash on steep grades.

Evaluation

Equipment number H-3 was purchased new on May 31, 2000, at a cost of \$267,380. It has 12,400 hours on it. It currently lacks the power to efficiently compact trash on steep grades. In reviewing all options, staff asked Caterpillar to prepare a proposal for the purchase of a new compactor, based on their City of Tucson contract through the National IPA Cooperative Purchasing Agreement, of which Gila County, as a cooperative member, can utilize. The price of a new compactor came out to \$423,512 (see attached July 2015 Caterpillar finance proposal). Rebuilding the compactor is the best use of Landfill funds, as the frame is in good shape, and the wheels were rebuilt last year and have many years of use left in them.

Conclusion

To rebuild equipment number H-3, an 816F Caterpillar compactor, will add many years of use to the machine. Good compaction and saving space is critical for the life of the landfill.

Recommendation

The Public Works Division Director and the Finance Division Director recommend that the Board of Supervisors approve the advertisement of Request for Proposals No. 080515-1, for the complete rebuild of equipment number H-3, an 816F Compactor used at the Buckhead Mesa landfill in Payson, AZ.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 080515-1 for the complete rebuild of an 816F CAT compactor utilized by the Recycling and Landfill Department. **(Jeff Hassenius and Steve Sanders)**

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Attachments

Request to Advertise

Request for Proposals No. 080515-1-Rebuild Compactor Engine

Empire CAT Finance Proposal for new Compactor

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**REQUEST FOR PROPOSALS NO. 080515-1**

**COMPLETE REBUILD 816F COMPACTOR**

**GLOBE, ARIZONA**

**BIDDER'S INFORMATION  
CONTRACT DOCUMENTS AND SPECIFICATIONS**



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

**\*County Manager\***  
**Don E. McDaniel, Jr.**

**TABLE OF CONTENTS**

<b>CONTENT</b>	<b>PAGE</b>
<b>Table of Contents</b> .....	<b>1</b>
<b>Advertisement</b> .....	<b>2</b>
<b>Scope of Work</b> .....	<b>3</b>
<b>Exhibit “A”; Instructions to Vendors</b> .....	<b>4-7</b>
Preparation of Proposal.....	4
Amendments .....	5
Inquiries .....	5
Late Proposals .....	6
Submittal Proposal Format .....	6-7
<b>General Terms and Conditions</b> .....	<b>8-9</b>
Award of Contract.....	8
Protests.....	9
<b>Exhibit “B” Contract Award Agreement</b> .....	<b>9-13</b>
Indemnification.....	9
Overcharges by Antitrust Violations .....	10
Authority to Contract.....	10
Contract Amendments .....	10
Contract Default.....	11
Right to Assurance .....	11
Co-op Intergovernmental Purchasing Agreement.....	11
Cancellation of County Contracts.....	12
Termination of Contract.....	12
Proposal Evaluation Process .....	13
<b>Minimum Specifications</b> .....	<b>14-15</b>
<b>Exhibit “C”; Minimum Product Specifications and Information</b> .....	<b>14</b>
Section 1.0; General Purpose.....	14
Section 2.0; Proposal Pricing.....	15
Section 3.0; Order and Delivery.....	15
<b>Qualification and Certification Form</b> .....	<b>16-17</b>
<b>Reference List</b> .....	<b>18</b>
<b>Legal Arizona Workers Act Compliance</b> .....	<b>19</b>
<b>Affidavit of Non Collusion</b> .....	<b>20</b>
<b>Price Sheet</b> .....	<b>21-25</b>
<b>Vendor Checklist</b> .....	<b>26</b>
<b>Vendor Offer Page</b> .....	<b>27-28</b>



**GILA COUNTY  
NOTICE OF REQUEST FOR PROPOSALS NO. 080515-1  
COMPLETE REBUILD 816F COMPACTOR**

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**Request for Proposals for the complete rebuild of an 816F Compactor for the Gila County Recycling and Landfill Department.**

**SUBMITTAL DUE DATE: 4:00 PM MST, Wednesday, October 07, 2015**

RETURN PROPOSAL TO: GILA COUNTY FINANCE DEPARTMENT  
GUERRERO COMPLEX  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

**NOTICE IS HEREBY GIVEN**, that sealed competitive Proposals for the equipment, material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Complex Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested vendors may obtain a copy of this solicitation by calling the Contracts Administrator, Jeannie Sgroi at 928-402-8612. Vendors are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding technical aspects of this Request for Proposals shall be directed to:

John Root, Shop, Fleet, Fuel Manager, PH. 928-402-8524

Questions regarding general terms and conditions of this Request for Proposals should be directed to:

Jeannie Sgroi, Contracts Administrator, PH. 928-402-8612

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

Arizona Silver Belt Advertisement Dates: **September 23 and September 30, 2015**

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

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

Signed: \_\_\_\_\_  
Jefferson R. Dalton, Deputy County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

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

**REQUEST FOR PROPOSALS NO. 080515-1**  
**COMPLETE REBUILD 816F COMPACTOR**

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**SCOPE OF WORK**

It is the intent of this solicitation to award a contract for the rebuilding of one 816F Caterpillar Compactor Engine.

See attached: **(Exhibit "C") Pages 14-15 for Minimum Specifications** and **pages 21-25** as specified on **Price Sheet** for total price being proposed.

Vendors who agree to provide the Minimum Proposal Specifications for this equipment rebuild shall be considered for award.

**REQUEST FOR PROPOSALS NO. 080515-1  
COMPLETE REBUILD 816F COMPACTOR**

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**INSTRUCTIONS TO VENDORS**

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

**EXHIBIT "A" INSTRUCTIONS TO VENDORS**

**Preparation of Proposal**

- A. Proposals will be received by the Gila County Finance Department, from Vendor(s) to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks Proposals only from qualified, experienced Vendors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms if required.
- B. Before submitting its Proposal and Qualification Form each Vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendor(s) must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, **original signature in ink**, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Forms in evaluating the capacity of the Vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature-Offer Page at time and place of opening shall be grounds for automatic disqualification of the Vendor(s) from further consideration.

**REQUEST FOR PROPOSALS NO. 080515-1**  
**COMPLETE REBUILD 816F COMPACTOR**

---

*Instructions to Vendors continued...*

- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Vendor; if initialed, the County may require the Vendor to identify any alteration so initialed.

**Amendments**

Any addendum issued as a result of any change in this Request for Proposal must be acknowledged by all Vendors in one of the following manners:

- 1. The Vendors Checklist form will contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Proposal Vendor Checklist Form).
- 2. Copies of all addenda must be attached to the submittal.

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

**Inquiries**

Any questions related to this Request for Proposal 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 a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Vendor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received less than three (3) working days prior to the date for opening Proposals will be answered only if time permits.

**REQUEST FOR PROPOSALS NO. 080515-1  
COMPLETE REBUILD 816F COMPACTOR**

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*Instructions to Vendors continued...*

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- A. Proposal results **ARE NOT** provided in response to telephone inquiries. A tabulation of "As Read" proposals received is on file in the Finance Department.

**Late Proposals**

Any proposal received later than the date and time specified on the Notice for Proposal will be returned unopened. Late Proposals shall not be considered. Any Vendor submitting a late Proposal shall be so notified.

**Submittal Proposal Format:**

**It is required that Three copies ( 3 TOTAL ) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal.** The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by Vendor

**REQUEST FOR PROPOSALS NO. 080515-1  
COMPLETE REBUILD 816F COMPACTOR**

---

*Instructions to Vendors continued...*

awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

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

**The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Vendor. The words “REQUEST FOR PROPOSALS” with Proposal Title “COMPLETE REBUILD 816F COMPACTOR”, Bid Number, “080515-1”, Date “WEDNESDAY, OCTOBER 07, 2015”, and Time “4:00 PM MST” of Proposal opening shall be written on the envelope. The Vendor shall assume full responsibility for timely delivery at the location designated in the RFP notice.**

**REQUEST FOR PROPOSALS NO. 080515-1**  
**COMPLETE REBUILD 816F COMPACTOR**

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**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

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

**REQUEST FOR PROPOSALS NO. 080515-1  
COMPLETE REBUILD 816F COMPACTOR**

---

*General Terms & Conditions continued...*

**Protests**

A protest of a solicitation must be received at the Gila County Board of Supervisors before the solicitation opening date. Only other Vendors have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after Proposal opening. A protest 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.

**EXHIBIT "B" CONTRACT AWARD AGREEMENT**

This exhibit shall serve as an example of the contract agreement to any Vendor, their agents, or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature appearing on page 27, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form(s) pages 16-17.

**Indemnification**

The Vendor 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 Vendor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Vendor 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

**REQUEST FOR PROPOSALS NO. 080515-1**  
**COMPLETE REBUILD 816F COMPACTOR**

---

*Contract Award Agreement continued...*

Vendor 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 Vendor for the County.

**Overcharges by Antitrust Violations**

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

**Authority to Contract**

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Vendor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements 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 approve the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

**Contract Amendments**

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

**REQUEST FOR PROPOSALS NO. 080515-1  
COMPLETE REBUILD 816F COMPACTOR**

---

*Contract Award Agreement continued...*

**Contract Default**

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

**Right to Assurance**

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

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

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

**REQUEST FOR PROPOSALS NO. 080515-1  
COMPLETE REBUILD 816F COMPACTOR**

---

*Contract Award Agreement continued...*

**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 the Vendor. 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 Vendor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

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

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

**REQUEST FOR PROPOSALS NO. 080515-1  
COMPLETE REBUILD 816F COMPACTOR**

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*Contract Award Agreement continued...*

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.

**Proposal Evaluation Process**

**All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Vendor whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award where such action serves the County's best interest.**

**General**

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

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

**REQUEST FOR PROPOSALS NO. 080515-1  
COMPLETE REBUILD 816F COMPACTOR**

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**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: The complete rebuild of an 816F Compactor.**

**Purpose:**

It is the intent of Gila County to establish, by this Request for Proposals, the contract to have a qualified contractor provide a complete rebuild of an 816F Compactor.

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

**SECTION 1.0**

**General:**

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing and stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Vendor shall review its Proposal submission to assure the following requirements are met.
  - 1.5.1 Three (3) copies with original signatures of all submissions is MANDATORY.
  - 1.5.2 Qualification and Certification Form, MANDATORY. (Attachment page 16-17)
  - 1.5.3 Reference List, MANDATORY. (Attachment page 18)
  - 1.5.4 Legal Arizona Workers Act Compliance, MANDATORY. (Attachment page 19)
  - 1.5.5 Non Collusion Affidavit, MANDATORY. (Attachment page 20)
  - 1.5.6 Pricing pages, MANDATORY. (Attachment page 21-25)
  - 1.5.7 Vendor Checklist, MANDATORY. (Attachment page 26)
  - 1.5.8 Offer page, MANADATORY. (Attachment page 27-28)

**REQUEST FOR PROPOSALS NO. 080515-1**  
**COMPLETE REBUILD 816F COMPACTOR**

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*Minimum Specifications continued...*

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the proposal in the form of a firm unit price for each **Complete Rebuild 816F Compactor** during the contract period. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of one hundred and twenty calendar days (120), unless terminated, cancelled or extended as otherwise provided herein.

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 ORDERING: Gila County does not warrant the order quantity of any equipment prior to actual need. Gila County's Public Works personnel may re-order equipment as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 PRODUCT DELIVERY Location: Buckhead Mesa Landfill, 1321 E. Buckhead Mesa Landfill Road, Payson, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.
- 3.3 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

**REQUEST FOR PROPOSALS NO. 080515-1  
COMPLETE REBUILD 816F COMPACTOR**

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**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION**

**PURPOSE**

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

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

**SECTION 4.0**

**CONTRACT NUMBER: 080515-1, COMPLETE REBUILD OF 816F COMPACTOR**

The applicant submitting this Proposal warrants the following:

4.1 Name, Address, and Telephone Number of Principal Vendor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.2 Has Vendor (under its present or any previous name) ever failed to complete a contract? \_\_\_\_\_ Yes \_\_\_\_\_ No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.

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

4.4 Has a contracting agency ever terminated a contract for cause with Vendor (under the Vendors present or any previous name)? \_\_\_\_\_ Yes \_\_\_\_\_ No. If "Yes", give details including the date, the contracting agency, and the reasons Vendor was terminated in the narrative part of this Contract.

**REQUEST FOR PROPOSALS NO. 080515-1  
COMPLETE REBUILD 816F COMPACTOR**

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*Qualification & Certification Form continued...*

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

\_\_\_\_\_  
**Signature of Authorized Representative**

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

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

**REQUEST FOR PROPOSALS NO. 080515-1  
COMPLETE REBUILD 816F COMPACTOR**

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**REFERENCE LIST**

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

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

**References**

List at least four (4) customers for whom you have provided service of a similar scope as this Request for Proposals 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>
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\_\_\_\_\_  
**Signature of Authorized Person to Sign**

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

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

**REQUEST FOR PROPOSALS NO. 080515-1  
COMPLETE REBUILD 816F COMPACTOR**

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**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

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

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

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

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

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

\_\_\_\_\_  
**Signature of Authorized Representative**

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

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

**REQUEST FOR PROPOSALS NO. 080515-1  
COMPLETE REBUILD 816F COMPACTOR**

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

STATE OF ARIZONA            )  
  )ss  
COUNTY OF:                 )

\_\_\_\_\_  
(Name of Individual) being first duly sworn, deposes and says:

That he is

\_\_\_\_\_  
(Title)

of \_\_\_\_\_  
and

\_\_\_\_\_  
(Name of Business)

That he is bidding on **Gila County Request for Proposals No. 080515-1 – Complete Rebuild 816F Compactor** and,

That neither he nor anyone associated with the said \_\_\_\_\_

\_\_\_\_\_  
(Name of Business)

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

\_\_\_\_\_  
**Name of Business**

\_\_\_\_\_  
**By**

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

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

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

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

**REQUEST FOR PROPOSALS NO. 080515-1  
COMPLETE REBUILD 816F COMPACTOR**

**PRICE SHEET**

**Complete and Return this form(s) for the total price being proposed.** Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

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

Trailer Make & Model: \_\_\_\_\_

SPECIFICATIONS <i>Complete Rebuild 816F Compactor</i>	Meets Specifications	
	<u>Yes</u>	<u>No</u>
<b>PART 1</b>		
REMOVE, RECONDITION AND INSTALL RADIATOR		
REMOVE AND INSTALL ENGINE		
RECONDITION 3306 ENGINE		
<b>NEW PARTS TO BE INSTALLED:</b>		
AIR FILTERS		
ALL SOFT HOSES		
BREATHER		
CAMSHAFT BEARINGS		
CONNECTING ROD BEARINGS		
EXHAUST STUDS		
FAN BELTS		
FRONT AND REAR CRANKSHAFT SEALS		
HAND PRIMING PUMP		
LIFTER CLIPS		
OIL, OIL FILTERS, FUEL FILTERS		
ALL GASKETS AND SEALS		
SENSORS AND SWITCHES		
TEMPERATURE REGULATOR		
THRUST BEARINGS AND CRANKSHAFT BEARINGS		

<b>RECONDITION OR INSTALL REMANUFACTURED:</b>		
AIR COMPRESSOR		
CYLINDER HEAD(S): INCLUDES VALVE GUIDES		
EXHAUST VALVES, INTAKE VALVES, ROTATORS, SPRING SEATS		
CYLINDER LINER PACKS: Includes Liner, Piston, Rings, Wrist Pin and Connecting Rod		
ENGINE OIL COOLER		
FAN DRIVE		
FUEL INJECTION PUMP		
FUEL INJECTORS		
GOVERNOR		
OIL PUMPS		
TIMING ADVANCE		
TURBOCHARGER: Includes Re-bearing and Re-Seal, Clean Housings, New Gaskets, Seals and Bolts; or a Remanufactured Cartridge (where available)		
WATER PUMP		
ELECTRONIC CONTROL MODEL		
REQUIRED PRODUCT UPDATES		
QUALITY CONTROL RECORD		
<b>SERVICES TO BE PERFORMED:</b>		
OPERATIONAL TEST, TO INCLUDE:		
CHECK AND ADJUST HIGH IDLE, LOW IDLE, BALANCE POINT AND RATED SPEED		
PERFORMANCE CHECK OF ENGINE WITHIN 3% OF RATED HP		
SAMPLE ENGINE OIL AND INSPECT OIL FILTERS		
PAINT ENGINE		
<b>REPLACE WIRING HARNESS:</b>		
REPLACE ALL WIRING HARNESSES INCLUDING CAB HARNESSES		
<b>REMOVE AND INSTALL TRANS, TC AND TRF GEARS</b>		
RECONDITION POWER SHIFT TRANSMISSION: Replace all seals, gaskets, bearings, and plates that do not meet Caterpillar Re-use Guidelines		
<b>REMOVE AND INSTALL BOTH AXLE GROUPS FOR RECONDITIONING</b>		
REPLACE ALL AXLE MOUNTING BOLTS ON FRONT AXLE		
RECONDITION FRONT DRIVE AXLE: Replace all seals, bearings, and brake plates that do not meet Caterpillar Re-use Guidelines		

RECONDITION REAR DRIVE AXLE: Replace all seals, bearings, and brake plates that do not meet Caterpillar Re-use Guidelines
<b>REBUILD - REPAIR OSCILLATION MOUNT AS REQUIRED</b>
REPLACE TRANSMISSION LINES IF NEEDED, AND ALL HOSES
REPLACE ALL POWER TRAIN HOSES
REPLACE TRANSMISSION CONTROL
<b>RECONDITION DRIVE SHAFTS AND CARRIER BEARING:</b> Replace crosses and slip joint, if needed
<b>REMOVE AND INSTALL STEERING CYLINDER</b>
REPLACE PINS, HARDWARE AND SEALS ON BOTH STEERING CYLINDER MOUNTS
RECONDITION STEERING CYLINDERS: Replace all seals, hone cylinders, check rod for true, replace-repair rod, if needed
RECONDITION LIFT CYLINDERS: Replace all seals, hone cylinders, check rod for true, replace-repair rod, if needed
<b>REPLACE HYDRAULIC AND STEERING HOSES</b>
RECONDITION IMPLEMENT PUMP
<b>RESEAL HYDRAULIC CONTROL VALVE</b>
<b>RESEAL CONTROL VALVES, STEERING AND HYDRAULIC</b>
<b>REPLACE HEADLINER, FLOOR-MAT, SEAT, BROKEN PANELS AND INDICATORS. ALL WIRING IS TO BE REPLACED.</b>
<b>REFRESH AND REPAIR AIR CONDITIONER SYSTEM AS NEEDED</b>
<b>DISASSEMBLE AND ASSEMBLE ARTICULATION PIVOT PIN</b> Replace seals, bearings and pins, as needed. Machine bores if needed.
<b>REMOVE AND INSTALL GUARD GROUP ASSEMBLY, LANDFILL GUARDING SYSTEM</b>
WELD MINOR CRACKS, STRENGTHEN GUARDS
TEST AND ADJUST PRODUCT LINK TO ENSURE IT IS WORKING PROPERLY
<b>TEST AND ADJUST POWERTRAIN</b>
TEST AND ADJUST ALL HYDRAULIC AND POWERTRAIN PRESSURES AND CALIBRATIONS AFTER MACHINE REBUILD
<b>PAINT MACHINE</b>
PREP-PAINT: STANDARD MACHINE IDENTIFIER DECALS, SAFETY DECALS AND OPERATIONAL DECALS INCLUDED
<b>36 MONTH OR 5000 HOUR POWERTRAIN WARRANTY</b>
<b>TRANSPORT MACHINE ROUND TRIP FROM PAYSON LANDFILL TO BIDDERS SHOP</b>
<b>THIS SPACE INTENTIONALLY LEFT BLANK</b>

**PART 2**  
**INSPECT OR TEST. THESE ITEMS ARE ADDITIONAL TO THE COST OF RECONDITION ONLY IF**  
**THEY DO NOT MEET CATERPILLAR RE-USE GUIDELINES:**

CAMSHAFT, CAMSHAFT ROLLERS AND FOLLOWERS		
CRANKSHAFT (INSPECT AND POLISH), CYLINDER BLOCK		
ENGINE MOUNTS		
FUEL INJECTION LINES		
HEAT SHIELDS		
PISTON SPRAY TUBES		
PULLEYS AND DAMPER		
GEARS		
RING GEAR		
ROCKER ARM ASSEMBLY		
SPACER PLATE AND LINER PROTRUSION		
STARTER AND ALTERNATOR		
TRANSMISSION AND OTHER ATTACHED OIL COOLER		
DAMAGED REMANUFACTURED OR NON-CATERPILLAR CORES		
DAMAGED MAJOR CASTINGS (CYLINDER BLOCK, FUEL PUMP HOUSING, FRONT COVER, REAR COVER, FLYWHEEL, FLYWHEEL HOUSING, OIL PAN CRANKSHAFT)		

**OPTION**

<b>REPAIR AND APPLY ABRASION RESISTANT MATERIAL (NOT HARD FACE) ON THE OUTER HORIZONTAL EDGE OF THE WHEEL ASSEMBLY OF ALL FOUR WHEELS.</b>		
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**THIS SPACE INTENTIONALLY LEFT BLANK**

<b>PART 1 SUB-TOTAL</b>	\$ .
<b>ELIGIBLE DISCOUNTS</b>	\$ .
<b>TAXES</b>	\$ .
<b><i>TOTAL COST OF PART 1</i></b>	\$ .
<b>PART 2 SUB-TOTAL</b>	\$ .
<b>ELIGIBLE DISCOUNTS</b>	\$ .
<b>TAXES</b>	\$ .
<b><i>TOTAL COST OF PART 2</i></b>	\$ .
<b>OPTION -WHEEL REPAIR-SUB-TOTAL</b>	\$ .
<b>ELIGIBLE DISCOUNTS</b>	\$ .
<b>TAXES</b>	\$ .
<b><i>TOTAL COST OF OPTION-WHEEL REPAIR</i></b>	\$ .

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

Delivery Location: Gila County Buckhead Mesa Landfill, 1321 E. Buckhead Mesa Landfill Road, Payson, AZ, or other site which may be designated.

**REQUEST FOR PROPOSALS NO. 080515-1  
COMPLETE REBUILD 816F COMPACTOR**

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**VENDOR CHECKLIST**

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

**CHECKLIST:**

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED - EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
REFERENCE LIST	_____
LEGAL AZ WORKERS ACT COMPLIANCE	_____
NON COLLUSION AFFIDAVIT	_____
PRICE SHEET	_____
OFFER PAGE	_____

-----  
**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

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

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

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

\_\_\_\_\_  
BY:

Each proposal shall be sealed in an envelope addressed to Jeannie Sgroi, Gila County Finance Department and bearing the following statement on the outside of the envelope: **Bid No. 080515-1, Complete Rebuild 816F Compactor.** All proposals shall be filed with the Gila County Finance Department at **1400 E. Ash St., Globe, AZ** on or before **4:00 PM, Wednesday, October 07, 2015.**

**REQUEST FOR PROPOSALS NO. 080515-1  
COMPLETE REBUILD 816F COMPACTOR**

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**OFFER PAGE**

**TO GILA COUNTY:**

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

**CONTRACT NO.: 080515-1 Complete Rebuild 816F Compactor**

**Vendor Submitting Proposal:**

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

\_\_\_\_\_  
Address

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

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

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

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

Fax No.: \_\_\_\_\_

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

\_\_\_\_\_  
**Signature of Authorized Representative**

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

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

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

**REQUEST FOR PROPOSALS NO. 080515-1  
COMPLETE REBUILD 816F COMPACTOR**

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*Offer Page continued...*

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in RFP No.: 080515-1, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County or public entity.

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

**GILA COUNTY BOARD OF SUPERVISORS**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2015

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

**ATTEST**

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jefferson R. Dalton, Deputy County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**Finance Proposal**

**CUSTOMER**

Name: Gila County-816F2-GOV

Address .....  
 City .....  
 State .....  
 Zip code .....  
 County .....

Good if:  
 Acknowledged by ..... Jul-26-15  
 Funded by ..... Jul-26-15

**DEALER**

EMPIRE SOUTHWEST, LLC  
 Sales person .....  
 Dealer contact .....  
 Telephone .....

Quote number ..... 472-1675  
 Fax number .....  
 Quote date ..... 04/27/2015  
 Quote time ..... 13:39:04

**FINANCE PROPOSAL**

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... GOVERNMENTAL  
 Number of payments ..... 60 Monthly  
 Payments ..... in Arrears  
 Quoted by ..... AGASSAM  
 Report created by ..... AGASSAM

	Model	Ann. Hours	Qty	Sale Price	Down Payment	Amount Financed	Payment	Balloon	Fixed Rate
New	816F2	1000	1	423,512.00	43,000.00	380,962.00	6,879.28	1.00	3.2000

Special Conditions:

816F2  
 Model Year - 2015, Industrial Environment; Major Attachments-Cab, Air Conditioning;  
 Blades/Buckets/Rippers-Landfill Blade

	Model	Insurance	Payment w/Insurance
New	816F2	477.01	7,356.29

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

**CONDITIONS**

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

**Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

**Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

**Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Please indicate your acceptance of this proposal by executing this proposal and returning it to my attention along with the Proposal Fee at the address below. Please be sure to indicate which financing option you have accepted.

Caterpillar Financial Services Corporation  
 2120 West End Avenue, Nashville, TN 37203  
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

**Caterpillar Financial Services Corporation**

**Finance Proposal**

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Caterpillar Financial Services Corporation

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Gila County-816F2-GOV

Date

**ARF-3343**

**Regular Agenda Item 4. D.**

**Regular BOS Meeting**

Meeting Date: 09/15/2015

Submitted For: Steve Sanders, Director

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

Department: Public Works Division

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Information

Request/Subject

Grant of easement to Arizona Water Company for a waterline adjacent to Besich Blvd.

Background Information

In 2010, Gila County granted multiple waterline easements (Fee Nos. 2010-004416, 2010-004417, 2010-012269, 2010-021270, Gila County Records) to Arizona Water Company for the installation of waterlines needed for the various Public Works complexes along Rose Mofford Lane and Besich Blvd.

Evaluation

This current grant of easement will provide for connectivity between a waterline in front of the road yard and a water line at the Cobre Valley Regional Medical Center. The easement will be adjacent to Besich Blvd. and will not impact the road.

Conclusion

It is in the best interest of the County to grant this easement.

Recommendation

It is the recommendation of the Public Works Division Director that the Board of Supervisors authorize the Chairman to sign the grant of easement to Arizona Water Company.

Suggested Motion

Information/Discussion/Action to authorize the Chairman's signature on a Grant of Easement between Gila County and Arizona Water Company whereby the County will grant a waterline easement to Arizona Water Company. **(Steve Sanders)**

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Attachments

Arizona Water Company Grant of Easement

Arizona Water Company Easements

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Recording Requested By:  
**ARIZONA WATER COMPANY**

When Recorded, Mail To:  
Arizona Water Company  
P.O. Box 29006  
Phoenix, Arizona 85038-9006

ABOVE SPACE RESERVED FOR COUNTY RECORDER

**GRANT OF EASEMENT**

GILA COUNTY, an Arizona body politic, organized under the laws of the State of Arizona (hereinafter referred to as "GRANTOR"), for a valuable consideration, receipt of which is hereby acknowledged, grants to ARIZONA WATER COMPANY, an Arizona corporation, its successors and assigns (hereinafter referred to as "GRANTEE"), a perpetual easement and the right to excavate for, install, operate, maintain, remove or replace one or more pipelines, including valves, hydrants, meters and other equipment and appurtenances, for the purpose of conveying water for domestic use, fire protection and irrigation, ingress and egress, or other purposes, and to use the same for such purposes, on that certain real property in the County of Gila, State of Arizona, described as follows:

See Exhibit A, attached hereto and made a part hereof.

GRANTOR agrees for itself, its successors and assigns that no building or other structure will be constructed, or other obstruction placed, over this easement or over any facilities of GRANTEE; provided, however, that with GRANTEE's prior written consent, GRANTOR may build over this easement after granting an alternative easement satisfactory to GRANTEE and without additional cost to GRANTOR.

GRANTEE, its agents and employees, shall at all times have the right of unobstructed ingress and egress to said real property, and free access to said pipelines, equipment and appurtenances for the purpose of maintaining, operating, removing or replacing same including the right to trim or remove any trees or shrubs that in GRANTEE's judgment interfere with the rights herein granted. GRANTEE agrees to use reasonable care to avoid damage to the property of GRANTOR in the exercise of this easement.

**The individual signing this Grant of Easement warrants that he/she has read this Grant of Easement, has the authority to execute this Grant of Easement, and will furnish such evidence reasonably necessary to validate such authority upon request.**

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_.

**Attest:**

**GILA COUNTY BOARD OF SUPERVISORS**

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

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

**Approved as to form:**

\_\_\_\_\_  
Jefferson R. Dalton  
Deputy Chief County Attorney  
Civil Bureau Chief

**See Page 2 for Acknowledgment**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

This foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ by \_\_\_\_\_ Its \_\_\_\_\_, of Gila County, an Arizona body politic.

My Commission Expires:

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



EXPIRES: 3/31/2018

## EXHIBIT A



### **Legal Description Waterline Easement Cobre Valley Medical Center**

Job No. 12-104

Rev. August 5, 2015  
February 26, 2015

A portion of the Northwest Quarter of Section 27, Township 1 North, Range 15 East of the Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:

COMMENCING at a 3" brass cap at the northwest corner of said Section 27, from which a 3" aluminum cap at the north sixteenth corner of said Section 27 and Section 28 bears South 0 degrees 10 minutes 44 seconds West at a distance of 1289.89 feet;

thence South 0 degrees 10 minutes 44 seconds West, along the west line of the Northwest Quarter of said Section 27, 72.44 feet to the POINT OF BEGINNING;

thence South 89 degrees 46 minutes 25 seconds East, 177.98 feet;

thence South 67 degrees 59 minutes 51 seconds East, 606.31 feet;

thence South 50 degrees 48 minutes 41 seconds East, 233.47 feet;

thence South 64 degrees 35 minutes 13 seconds East, 42.00 feet to the most westerly line of that easement granted to the Arizona Water Company by Document No. 2010-004417, records of Gila County, Arizona ;

thence South 25 degrees 24 minutes 47 seconds West, along said westerly line, 20.00 feet;

thence North 64 degrees 35 minutes 13 seconds West, 44.41 feet;

thence North 50 degrees 48 minutes 41 seconds West, 232.87 feet;

thence North 67 degrees 59 minutes 51 seconds West, 599.44 feet;

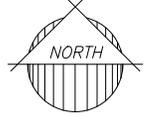
thence North 89 degrees 46 minutes 25 seconds West, 174.11 feet to a point on the west line of the Northwest Quarter of said Section 27;

thence North 0 degrees 10 minutes 44 seconds East, along said west line, 20.00 feet to the POINT OF BEGINNING.

An area containing 21,106 square feet or 0.4845 acres, more or less.

EPS Group, Inc. • 2045 S. Vineyard, Suite 101 • Mesa, AZ 85210  
Tel (480) 503-2250 • Fax (480) 503-2258

MAP TO EXHIBIT A



N.T.S.

NW COR., SEC 27  
T1N, R15E  
FD 3" BC

BESICH  
BLVD

72.44'

S89°46'25"E  
177.98'

POB

N89°46'25"W  
174.11'

N00°10'44"E  
20.00'

20'

S67°59'51"E  
606.31'

N67°59'51"W  
599.44'

S50°48'41"E  
233.47'

N50°48'41"W  
232.87'

S64°35'13"E  
42.00'

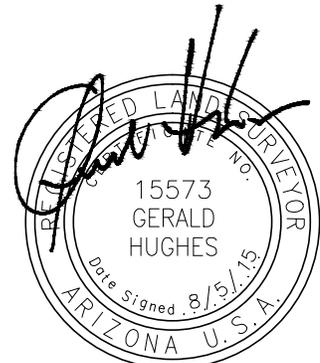
N64°35'13"W  
44.41'

S25°24'47"W  
20.00'

1289.89'

S0°10'44"W

N 1/16 COR, SEC 27 T1N, R15E  
FD 3" AC STAMPED NE 1/4 28,  
NW 1/4 27, E 40 COR, W 40 COR



EXPIRES: 3/31/2018

12-104

WATERLINE EASEMENT

COBRE VALLEY MEDICAL CENTER





**Regular BOS Meeting**

Meeting Date: 09/15/2015  
Submitted For: Malissa Buzan  
Submitted By: Leitha Griffin, Administrative Assistant, Community Services Division  
Department: Community Services Division Division: Administration

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InformationRequest/Subject

Section Eight Management Assessment Program (SEMAP) Certification.

Background Information

The Section Eight Management Assessment Program (SEMAP) measures the performance of the public housing agencies (PHAs) that administer the Housing Choice Voucher program in 14 key areas.

SEMAP will help the U.S. Department of Housing and Urban Development (HUD) target monitoring and assistance to PHA programs that need the most improvement.

SEMAP is used to remotely measure PHA performance and administration of the Housing Choice Voucher Program. SEMAP uses HUD's national database of tenant information and information from audits conducted annually by independent auditors. HUD will annually assign each PHA a rating on each of the 14 indicators and an overall performance rating will be received of "high", "standard", or "troubled." Metropolitan PHAs will also be able to earn bonus points for their achievements in encouraging assisted families to choose housing in low poverty areas.

Evaluation

The collection of this information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section Eight tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies and to assign an overall performance rating to the PHA. Gila County's PHA yearly performance rankings have been consistently high for this reason, so Gila County is allowed to submit the SEMAP Certification biannually instead of annually.

Malissa Buzan, Gila County Community Services Division Director, signed this year's certification on August 21, 2015, and it was submitted on Monday, August 24, 2015.

By the Board of Supervisors approving the SEMAP Certification, it will ensure Gila County's PHA is in compliance with HUD rules and regulations and will enable HUD to provide a performance rating to the Gila County Public Housing Agency.

Conclusion

By the Board of Supervisors approving the SEMAP Certification, the Gila County Public Housing Agency will be in compliance with HUD regulations.

Recommendation

The Gila County Community Services Director recommends that the Board of Supervisors approve the SEMAP Certification.

Suggested Motion

Approval of the Section Eight Management Assessment Program (SEMAP) Certification to finalize the FY 2015 U.S. Department of Housing and Urban Development (HUD) contractual obligations and to ensure that the Gila County Public Housing Agency receives a performance rating from HUD.

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Attachments

SEMAP Certification

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# Section 8 Management Assessment Program (SEMAP) Certification

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

OMB Approval No. 2577-0215  
(exp. 11/30/2016)

Public reporting burden for this collection of information is estimated to average 12 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. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

**Instructions** Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name <b>Gila County Housing Authority</b>	For PHA FY Ending (mm/dd/yyyy) <b>06/30/2015</b>	Submission Date (mm/dd/yyyy) <b>08/25/2015</b>
--	---	---

Check here if the PHA expends less than \$300,000 a year in Federal awards

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

## Performance Indicators

- Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))

(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response    Yes     No

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response    Yes     No
- Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response    Yes     No

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response     At least 98% of units sampled     80 to 97% of units sampled     Less than 80% of units sampled
- Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA property obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response     At least 90% of files sampled     80 to 89% of files sampled     Less than 80% of files sampled
- Utility Allowance Schedule. (24 CFR 982.517)

The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response    Yes     No
- HQS Quality Control Inspections. (24 CFR 982.405(b))

A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

PHA Response    Yes     No
- HQS Enforcement. (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response     At least 98% of cases sampled     Less than 98% of cases sampled

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).

**Applies only to PHAs with jurisdiction in metropolitan FMR areas.**

Check here if not applicable

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response Yes  No

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response Yes  No

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response Yes  No

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response Yes  No

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response Yes  No

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response Yes  No

8. Payment Standards. The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes  No

Enter current FMRs and payment standards (PS)

0-BR FMR <u>597</u>	1-BR FMR <u>622</u>	2-BR FMR <u>838</u>	3-BR FMR <u>1210</u>	4-BR FMR <u>1420</u>
PS <u>597</u>	PS <u>622</u>	PS <u>838</u>	PS <u>1210</u>	PS <u>1420</u>

**If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.**

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

PHA Response Yes  No

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

PHA Response Yes  No

11. Precontract HQS Inspections. Each newly leased unit passed HQS inspection before the beginning date of the assisted lease and HAP contract. (24 CFR 982.305)

PHA Response Yes  No

12. Annual HQS Inspections. The PHA inspects each unit under contract at least annually. (24 CFR 982.405(a))

PHA Response Yes  No

13. Lease-Up. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year.

PHA Response Yes  No

14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)

**Applies only to PHAs required to administer an FSS program.**

Check here if not applicable

PHA Response

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

or, Number of mandatory FSS slots under HUD-approved exception

b. Number of FSS families currently enrolled

c. Portability: If you are the initial PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b + c divided by a)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)  
**Applies only to PHAs required to administer an FSS program.**

Check here if not applicable

PHA Response Yes  No

Portability: If you are the initial PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

**Deconcentration Bonus Indicator** (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

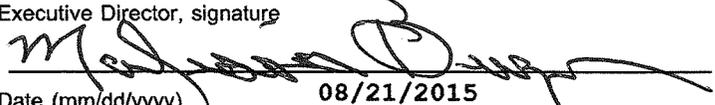
The PHA is submitting with this certification data which show that:

- (1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;
- (2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;
- or
- (3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response Yes  No  **If yes, attach completed deconcentration bonus indicator addendum.**

I hereby certify that, to the best of my knowledge, the above responses under the Section 8 Management Assessment Program (SEMAP) are true and accurate for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

**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)

Executive Director, signature   
 Date (mm/dd/yyyy) 08/21/2015

Michael A. Pastor, Chairman, Board of Supervisors  
 Date (mm/dd/yyyy) 9-15-2015

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

# SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) \_\_\_\_\_

PHA Name \_\_\_\_\_

Principal Operating Area of PHA \_\_\_\_\_  
(The geographic entity for which the Census tabulates data)

**Special Instructions for State or regional PHAs** Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area \_\_\_\_\_

## Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1) \_\_\_\_\_ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
- \_\_\_\_\_ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
- \_\_\_\_\_ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).

Is line c 50% or more? Yes  No

- 2) \_\_\_\_\_ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.
- \_\_\_\_\_ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
- \_\_\_\_\_ c. Number of Section 8 families with children who moved during the last completed PHA FY.
- \_\_\_\_\_ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes  No

- 3) \_\_\_\_\_ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.
- \_\_\_\_\_ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
- \_\_\_\_\_ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.
- \_\_\_\_\_ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes  No

**If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.**

**See instructions above concerning bonus points for State and regional PHAs.**

**Regular BOS Meeting**

<u>Meeting Date:</u>	09/15/2015		
<u>Submitted For:</u>	Michael O'Driscoll, Director		
<u>Submitted By:</u>	Nancy Rutherford Health Programs Manager Health & Emergency Services Division		
<u>Department:</u>	Health & Emergency Services Division	<u>Division:</u>	Health Services
<u>Fiscal Year:</u>	2015	<u>Budgeted?:</u>	Yes
<u>Contract Dates Begin &amp; End:</u>	July 1, 2015 through June 30, 2020	<u>Grant?:</u>	Yes
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	Renewal

Information

Request/Subject

Amendment No. 1 to Intergovernmental Agreement (Contract No. ADHS15-094962) with Arizona Department of Health Services.

Background Information

The Arizona Department of Health Services has integrated multiple grants into one Intergovernmental Agreement (IGA). The grant contracts that have been integrated are:

- Tobacco Free Environments #ADHS14-072102
- Teen Pregnancy Prevention #ADHS13-034421
- H.A.P.I. #ADHS12-021335
- Accreditation #ADHS14-063025
- Family Planning #ADHS13-0344536

Implementation of this IGA will be completed in three (3) phases that will occur in the first year of the IGA to accommodate funding cycles. Phase I will include Tobacco, Chronic Disease and Health in Arizona Policy Initiative (HAPI) and will begin July 2015. Phase II will include the Public Health and Health Services Block Grant and will begin October 2015. Phase III will include Teen Pregnancy Prevention, Family Planning and Maternal and Child Health will begin in January 2016. All three (3) phases will be operational and fully implemented in years two (2) through five (5) with annual start dates of July 1st.

The purpose of this IGA is to leverage multiple public health funding sources to support implementation of health priorities identified in the Arizona Health Improvement Plan ( AzHIP) and the Community Health Improvement Plans. The integrated IGA intends to provide flexibility to the County Health Departments to best meet the needs of their local communities. The IGA provides a pathway to improved coordination of multiple prevention programs while streamlining the administrative functions for the programs. Original contract was signed by the Board of Supervisors on June 9, 2015.

Evaluation

The following provisions have been amended in order to improve the reporting of the public health deliverables.

- 1.1: Due to system change IGA No. ADHS15-094962 is changed to IGA No. ADHS16-098369
- 1.2: Delete the Scope of Work, Provision 9 Deliverables, and replace the following: Deliverables 9.1.1 through 9.1.13.

Conclusion

Approval of Amendment No. 1 will allow the Gila County Health Department to continue to provide education and prevention services and create a more streamlined reporting system to reduce the administration and fiscal reporting for these programs.

Recommendation

It is the recommendation of the Health and Emergency Services Division Director that the Board of Supervisors approve Amendment No. 1 to Contract No. ADHS15-094962 with the Arizona Department of Health Services. This amendment changes the provisions in the deliverables to improve programmatic reporting.

Suggested Motion

Approval of Amendment No. 1 to Contract No. ADHS15-094962 with the Arizona Department of Health Services for the Healthy People Healthy Communities program to change the contract number to ADHS16-098369 and various reporting deliverables of the contract currently utilized by the Gila County Health Department for the period of July 1, 2015, to June 30, 2020.

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Attachments

Amendment No. 1

Original Contract

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# INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

## ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Procurement Officer:  
Lorraine Ball-Schwarzwald

Contract No: **ADHS15-094962**

Amendment No. **1**

### Healthy People Healthy Communities

**Effective upon signature of both parties, it is mutually agreed that the Agreement referenced above is amended as follows:**

1. Pursuant to Terms and Conditions, Provision 6. Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders the following is amended:

1.1. Due to a system change Agreement No. ADHS15-094962 is changed to Agreement No. ADHS16-098369.

1.2. Delete the Scope of Work, Provision 9. Deliverables and replace with the following:

#### 9. Deliverables

9.1. The County shall submit the deliverables listed below to the ADHS Program Coordinator:

9.1.1. Contractor Expenditure Report (CER), an electronic version will be provided, upon request, to ADHS, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);

9.1.2. A written Quarterly Report, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);

Continued on next page.

			<b>CONTRACTOR SIGNATURE</b>		
Gila County Health Department			Contractor Authorized Signature		
Contractor Name			Michael A. Pastor		
1400 E Ash ST – Gila County Finance			Printed Name		
Address			Chairman, Board of Supervisors		
Globe	AZ	85501	Title		
City	State	Zip	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.		
<b>CONTRACTOR ATTORNEY SIGNATURE</b>			<b>State of Arizona</b>		
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.			Signed this _____ day of _____, 20____		
Signature			Procurement Officer		
Date					
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief					
Printed Name					
Attorney General Contract No. P00120143000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.			Reserved for use by the Secretary of State		
Signature			<b>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</b>		
Assistant Attorney General					
Date					
Printed Name:					



## INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

### ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: **ADHS15-094962**

Amendment No. **1**

Procurement Officer:  
Lorraine Ball-Schwarzwald

- 9.1.3. A final CER invoice not later than forty-five (45) days following the end of each contract year;
- 9.1.4. Provide the name, email address and phone numbers of all program staff funded under this Agreement within thirty (30) days of hire;
- 9.1.5. Notify ADHS Program Coordinator of any change in program staff under this Agreement within fifteen (15) days of the change;
- 9.1.6. Collaborate and participate with ADHS on the development of a logic model;
- 9.1.7. For YEAR 1 Phase I, submit an annual action plan and budget plan by August 15 for programs selected in Phase I (Tobacco, Chronic Disease, and HAPI).
- 9.1.8. For YEAR 1 Phase II, submit an annual action plan and budget plan by November 15 for programs selected in Phase II (Preventive Health and Health Services Block Grant/Public Health Accreditation).
- 9.1.9. For Year 1 Phase III, submit an annual action plan and budget plan by February 15 for programs selected in Phase III (Teen Pregnancy Prevention, Family Planning, Maternal and Child Health)
- 9.1.10. For Years 2 – 5, submit an annual action plan and budget plan by August 15.
- 9.1.11. Submit an Annual Report forty-five (45) days following the end of each Contract year;
- 9.1.12. Submit a written request to use the ADHS Logo in any print, web documents, publications and video recordings prior to use; and
- 9.1.13. Submit a written request for the development of brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this Agreement prior to development.

**ALL OTHER PROVISIONS SHALL REMAIN IN THEIR ENTIRETY.**



# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS15-094962

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 W Adams ST, RM 303  
Phoenix, Arizona 85007

(602) 542-1040  
(602) 542-1741 FAX

Project Title: Healthy People Healthy Communities

Begin Date: July 1, 2016

Geographic Service Area: GILA COUNTY

Termination Date: June 30, 2020

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- Counties: A.R.S. §§ 11-201, 11-951, 11-952, and 36-182.
- Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
- City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference, as a part of this Contract, from the effective date of the Amendment as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____	<b>FOR CLARIFICATION, CONTACT:</b> Name: <u>Nancy Rutherford</u> Phone: <u>(928) 402-8517</u> Fax No: <u>(928) 425-0794</u> Email: <u>nrutherford@gilacountyaz.gov</u>
Federal Employer Identification No.: _____	
Tax License No.: _____	
Contractor Name: _____ Address: _____	

**CONTRACTOR SIGNATURE:**  
The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

*Michael A. Pastor* 6-9-15  
Signature of Person Authorized to Sign Date

Michael A. Pastor, Chairman, Board of Supervisors  
Print Name and Title

This Contract shall henceforth be referred to as Contract No. ADHS15-094962. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona  
Signed this 1 day of July, 2015  
*Katherine O'Hara*  
Procurement Officer

**CONTRACTOR ATTORNEY SIGNATURE:**  
Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

*Bryan Chambers* 6-9-15  
Signature of Person Authorized to Sign Date

Bryan Chambers, Deputy County Attorney/Civil Bureau Chief

**RESERVED FOR USE BY THE SECRETARY OF STATE**

**Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.**

**Attorney General Contract, No. P0012014000078**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY: *Patricia Kallaga* 6/29/15  
Signature Date  
Assistant Attorney General: Patricia Kallaga

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS</b>
<b>ADHS15-094962</b>	

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
  - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
  - 1.2 "ADHS" means Arizona Department of Health Services.
  - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
  - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
  - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
  - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
  - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
  - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
  - 1.9 "Days" means calendar days unless otherwise specified.
  - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
  - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
  - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into, administer Contracts, and make written determinations with respect to the Contract.
  - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
  - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
  - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
  - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>TERMS AND CONDITIONS</b>
ADHS15-094962	

**2. Contract Type.**

This Contract shall be:

      X       Fixed Price.

**3. Contract Interpretation.**

3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3. Contract Order of Precedence In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1. Terms and Conditions;

3.3.2. Statement or Scope of Work;

3.3.3. Attachments;

3.3.4. Referenced Documents.

3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

**4. Contract Administration and Operation.**

4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS</b>
ADHS15-094962	

- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
  - 4.6.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
  - 4.6.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
  - 4.10.1. Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price Contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS</b>
ADHS15-094962	

- 4.10.2. *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent, any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.
- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. *Title and exclusive copyright* to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>TERMS AND CONDITIONS</b>
ADHS15-094962	

4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under Arizona Board of Regents (ABOR) Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12. Federal Immigration and Nationality Act the Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor.

## 5. Costs and Payments

5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net thirty (30) days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

### 5.2. Recoupment of Contract Payments.

5.2.1. Unearned Advanced Funds. Any unearned State funds that were advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2. Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3. Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>TERMS AND CONDITIONS</b>
ADHS15-094962	

- 5.2.4. Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within forty-five (45) days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.4. Applicable Taxes.
  - 5.4.1. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 5.4.2. Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 5.4.3. I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current Internal Revenue Service (I.R.S.) Form **W-9**, on file with the State of Arizona.
- 5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.
- 5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:
  - 5.6.1. Accept a decrease in price offered by the Contractor;
  - 5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;
  - 5.6.3. Offer reductions in funding as an alternative to Contract termination; or
  - 5.6.4. Cancel the Contract.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS</b>
ADHS15-094962	

**6. Contract Changes**

- 6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.
- 6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

**7. Risk and Liability**

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. Force Majeure.
  - 7.3.1. Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
  - 7.3.2. Exclusions. *Force Majeure shall not include the following occurrences:*
    - 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
    - 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>TERMS AND CONDITIONS</b>
ADHS15-094962	

7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.3.3. *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.3.4. *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

**8. Description of Materials** The following provisions shall apply to Materials only:

8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the Contract description;

8.2.2. Fit for the intended purposes for which the Materials are used;

8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4. Adequately contained, packaged and marked as the Contract may require; and

8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5. Survival of Rights and Obligations after Contract Expiration and Termination.

8.5.1. *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS</b>
ADHS15-094962	

8.5.2. *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**9. State's Contractual Remedies**

9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2. Stop Work Order.

9.2.1. *Terms.* The State may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

9.3. Non-Exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

**10. Contract Termination**

10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>TERMS AND CONDITIONS</b>
ADHS15-094962	

- 10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 10.4. Termination Without Cause.
- 10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice, in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
- 10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within five (5) days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.
- 10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Principles (GAAP) up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.
- 10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7. Continuation of Performance through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS</b>
ADHS15-094962	

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

**11. Arbitration**

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

**12. Communication**

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State, in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

**13. Client Grievances**

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

**14. Sovereign Immunity**

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

**15. Administrative Changes**

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

**16. Survival of Terms After Termination or Cancellation of Contract**

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS</b>
ADHS15-094962	

**17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

- 17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.
- 17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

**18. Comments Welcome**

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

**19. Data Universal Numbering System (DUNS) Requirement**

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>SCOPE OF WORK</b>
ADHS15-094962	

**1. Background**

The vision of the Arizona Department of Health Services (ADHS) is "Health and Wellness for all Arizonans." In December of 2013, ADHS completed a State Health Assessment (SHA). The SHA utilized Community Health Assessments conducted by local county health departments to assess the needs and capacity of public health in Arizona. This work resulted in the identification of fifteen (15) leading public health issues affecting the health of our communities. With stakeholder input, the Arizona State Health Improvement Plan (AzHIP) will set forth a roadmap to improve the health of Arizonans over the next five (5) years through the development of partnerships and resources to work collectively on shared health improvement goals and strategies.

The AzHIP has two (2) flagship goals to address the fifteen (15) public health issues: Healthy Communities, and Healthy People. The AzHIP defines healthy communities as interventions at the community or society level, targeting policy, systems and environmental approaches that shape the communities in which we live. Healthy People are interventions at the individual level, targeting individual behavior and promoting their making healthy choices.

These goals can be accomplished through a collaborative approach that engages local, state and national partners to improve the health and well-being of Arizonans. Collectively, we implement evidence based preventative health strategies, designed to impact health through health policy, system and environmental change initiatives, health promotion and education for individuals and communities, and enhancement of the public health infrastructure.

In order to best implement these goals, the Division of Public Health – Prevention Services has led a process to align strategies and improve integration of public health prevention programs. The Bureaus of Tobacco and Chronic Disease, Women's and Children's Health, Health Systems Development, and Nutrition and Physical Activity, Office of the Director - Local Health Liaison, and Office of Assistant Director have collaborated on the development of this Intergovernmental Agreement (IGA) which combines seven (7) programs into one shared IGA. Programs included in this IGA address several health priorities from the AzHIP, including but not limited to: cardiovascular disease, chronic lower respiratory diseases, diabetes, unintentional injury, obesity, teen pregnancy, tobacco, and access to well care. This IGA includes opportunities to address crosscutting strategies, such as enhancing the physical and built environment, school health, and worksite wellness.

Implementation of this IGA will be completed in three (3) phases that will occur in the first year of the IGA to accommodate funding cycles. Phase I will include Tobacco, Chronic Disease and Health in Arizona Policy Initiative (HAPI) and will begin July 2015. Phase II will include the Public Health and Health Services Block Grant and will begin October 2015. Phase III will include Teen Pregnancy Prevention, Family Planning and Maternal and Child Health will begin in January 2016. All three (3) phases will be operational and fully implemented in years two (2) through five (5) with annual start dates of July 1st.

**2. Purpose**

The purpose of this IGA is to leverage multiple public health funding sources to support implementation of health priorities identified in the AzHIP and the Community Health Improvement Plans. This IGA is intended to provide flexibility to the County Health Departments to best meet the needs of their local communities through high impact strategies that realize the agreed upon outcomes. The IGA provides a pathway to improved coordination of multiple prevention programs while streamlining the administrative functions for the programs that were previously administered separately.

**3. Objectives**

Counties will implement evidence-based strategies at the local community level that:

- 3.1 Promote and implement healthy communities' interventions that target policy, system and environmental approaches that will shape the communities in which we live.
- 3.2 Promote and implement healthy people interventions that target individual behavior and support making healthy choices.

<b>Contract Number</b>	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>SCOPE OF WORK</b>
<b>ADHS15-094962</b>	

**4. Scope of Work**

This IGA offers a variety of evidence-based strategies designed to impact policy, system and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized. Contingent upon available funding, Counties are expected to implement at multiple levels, in accordance with local community needs, and should emphasize complementary policy, environmental, programmatic, and infrastructure activities that integrate and build on each other to optimize the health improvements of the community. Counties have the option to select from a menu of evidence-based strategies that influence individual behaviors, policy, organizational practices, systems and environment through the following program areas:

- 4.1 Commercial Tobacco Use;
- 4.2 Chronic Disease Prevention and control strategies to address the four leading causes of disease related death (Cancer, heart disease, pulmonary disease, and Alzheimer's);
- 4.3 Procurement of Healthy Foods;
- 4.4 Healthy Community Design;
- 4.5 School Health;
- 4.6 Worksite Wellness;
- 4.7 Clinical Care;
- 4.8 Children with Special Health Care Needs;
- 4.9 Public Health Accreditation Preparation;
- 4.10 Teen Pregnancy;
- 4.11 Title V Family Planning; and
- 4.12 Maternal and Child Health.

**5. Evidence-Based Strategies**

Evidence-Based Strategies are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: <http://www.thecommunityguide.org/>) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons <http://www.communitycommons.org/>) Counties will select from a menu of evidence-based strategies found in Exhibits A – G specific to each of the following program areas:

- 5.1 Exhibit A – Tobacco;
- 5.2 Exhibit B - Chronic Disease;
- 5.3 Exhibit C - Health in Arizona Policy Initiative (HAPI);
- 5.4 Exhibit D - Public Health Accreditation Preparation;

<b>Contract Number</b>	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>SCOPE OF WORK</b>
<b>ADHS15-094962</b>	

5.5 Exhibit E - Teen Pregnancy Prevention;

5.6 Exhibit F - Family Planning; and

5.7 Exhibit G - Maternal and Child Health.

**6. Evaluation**

Performance measures and evaluations allow the counties and ADHS to collaboratively track progress, process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the counties will be responsible for measuring the short term, and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the counties to make adjustments to strategies to ensure increased long-term impact. ADHS in coordination with the counties will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County's Annual Action Plan.

**7. Tasks**

The County shall provide all of the tasks listed below:

7.1 Develop and implement an Annual Action Plan and a Budget Plan within the first forty-five (45) days of each budget period;

7.2 Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls and/or webinars, meetings and trainings;

7.3 Implement the approved strategies, and

7.4 Participate in the development of a shared comprehensive evaluation plan.

**8. Requirements**

The County shall meet the requirements listed below:

8.1 All revisions to the Annual Action Plan strategies, goals, objectives and timelines will require joint review and approval from ADHS staff;

8.2 All staffing changes will be reported to the ADHS Program Coordinator within fifteen (15) days;

8.3 All requests for a single item of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00) will be requested in writing and submitted to the ADHS Program Coordinator for approval; and

8.4 Comply with all federal reporting requirements.

**9. Deliverables**

9.1 The County shall submit the deliverables listed below to the ADHS Program Coordinator:

9.1.1 Contractor Expenditure Report (CER), an electronic version will be provided, upon request, to ADHS, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);

9.1.2 A written Quarterly Report, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);

<b>Contract Number</b>	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>SCOPE OF WORK</b>
<b>ADHS15-094962</b>	

- 9.1.3 A final CER invoice not later than forty-five (45) days following the end of each contract year;
- 9.1.4 Provide the name, email address and phone numbers of all program staff funded under this Agreement within thirty (30) days of hire;
- 9.1.5 Notify ADHS Program Coordinator of any change in program staff under this Agreement within fifteen (15) days of the change;
- 9.1.6 Collaborate and participate with ADHS on the development of a logic model;
- 9.1.7 Submit an Annual Action Plan by August 15;
- 9.1.8 Submit an Annual Budget Plan by August 15;
- 9.1.9 Submit an Annual Report forty-five (45) days following the end of each Contract year;
- 9.1.10 Submit a written request to use the ADHS Logo in any print, web documents, publications and video recordings prior to use; and
- 9.1.11 Submit a written request for the development of brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this Agreement prior to development.

**9.2 ADHS will:**

- 9.2.1 Review, provide feedback and approve the Annual Action Plan(s) within thirty (30) days of submittal;
- 9.2.2 Provide evidence-based strategies and supporting resources;
- 9.2.3 Provide a Quarterly Reporting Template;
- 9.2.4 Provide the Annual Action Plan Template;
- 9.2.5 Provide a Budget Plan Template;
- 9.2.6 Collaborate and work with the County to develop a comprehensive Logic Model Template;
- 9.2.7 Provide Outcome Measures;
- 9.2.8 Provide a Financial Guidance Document;
- 9.2.9 Provide feedback, technical assistance and training to support the approved Annual Action Plan(s), Reporting and Evaluation(s);
- 9.2.10 Access to virtual technical assistance and guidance from ADHS staff, local Health Department peers/mentors, and/or subject matter experts related to the strategy for which the County received funding;
- 9.2.11 Coordinate and conduct site visits; and
- 9.2.12 Provide the list of Title V priorities that the County may develop strategies.

<b>Contract Number</b>	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>SCOPE OF WORK</b>
<b>ADHS15-094962</b>	

**10. Approvals**

ADHS must approve:

- 10.1 The Annual Action Plan and any subsequent changes or updates to the Action Plan, that will be implemented during the next Contract period, shall be submitted to ADHS for approval.
- 10.2 The quarterly Contractor's Expenditure Report (invoice) shall be approved by ADHS prior to reimbursement.
- 10.3 Capital Equipment (Single item purchase of \$5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case basis. The written request shall include details of how the proposed purchase supports current approved scope of work and annual action plan. Ownership will be retained by the Contractor for continued use in the objectives of the Action Plan.
- 10.4 All marketing materials (The use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published or recorded by the Grantee and paid for with funds from this grant award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements.
- 10.5 Quarterly Reports.
- 10.6 All evaluation components that involve human subjects.
- 10.7 Exhibit A - G –Strategies for each Program and Program Specific Tasks/Requirements and Deliverables (if any).
  - 10.7.1 Exhibit A– Tobacco
  - 10.7.2 Exhibit B – Chronic Disease
  - 10.7.3 Exhibit C - Health in Arizona Policy Initiative (HAPI);
  - 10.7.4 Exhibit D – Public Health and Health Services Block Grant
  - 10.7.5 Exhibit E – Teen Pregnancy Prevention
  - 10.7.6 Exhibit F – Family Planning
  - 10.7.7 Exhibit G– Maternal and Child Health

<b>Contract Number</b>	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>SCOPE OF WORK</b>
<b>ADHS15-094962</b>	

**11. Deliverables and Delivery Schedule**

**NOTICES, CORRESPONDENCE, AND REPORTS**

11.1 Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Sherry Haskins  
 Program Manager  
 Arizona Department of Health Services  
 150 N. 18<sup>th</sup> Avenue, Suite 300  
 Phoenix, AZ 85007  
[Sherry.Haskins@azdhs.gov](mailto:Sherry.Haskins@azdhs.gov)  
 602-364-0606

11.2 Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the Contractor shall be sent to:

<b>Main Contact for Program Management Correspondence</b>	Name: Nancy Rutherford Title: Health Programs Manager Email: <a href="mailto:nrutherford@gilacountyaz.gov">nrutherford@gilacountyaz.gov</a> Phone: (928)402-8517
<b>Main contact for finance Management Correspondence</b>	Name: Sarah Chavez Title: Fiscal Accounting Clerk Email: <a href="mailto:schavez@gilacountyaz.gov">schavez@gilacountyaz.gov</a> Phone: (928)402-4332

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>EXHIBIT A</b>  <b>EVIDENCE-BASED STRATEGIES FOR TOBACCO</b>
<b>ADHS15-094962</b>	

**Evidence-Based Strategies for Tobacco**

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**1. Strategic Area: Tobacco**

**1.1 Program Strategy(s):**

- 1.1.1 Utilize community outreach, education and policy advocacy at the community level to prevent youth tobacco use.
- 1.1.2 Promote the use of cessation treatments among adult and youth smokers.
- 1.1.3 Engage in peer-based approaches to prevent commercial tobacco use.
- 1.1.4 Improve public awareness of the risks of secondhand smoke/vapors.
- 1.1.5 Assist in tobacco enforcement activities.
- 1.1.6 Other evidence-based related strategy.

**1.2 Tobacco Specific Tasks and Requirements:**

- 1.2.1 Adhere to the guidelines and principles set forth in the ADHS-BTCD Sustaining Arizona's Tobacco Program Plan and the 2014-2015 ADHS-BTCD Chronic Disease Prevention and Control Strategies that pertain to the services and activities identified in the corresponding Action Plans. These documents can be found on the ADHS Tobacco Free Arizona website <http://www.azdhs.gov/diro/reports/strategicplan.htm> ([http://tobaccofreearizona.com/reports/pdf/tfa\\_strategic-plan.pdf](http://tobaccofreearizona.com/reports/pdf/tfa_strategic-plan.pdf)) and the ADHS Chronic Disease website (<http://www.azdhs.gov/phs/chronicdisease>).

**Listed below are specific tasks and requirements related to the Program Strategy Options for tobacco.**

**1.3 Cessation Activity:**

- 1.3.1 The County will work with the ASHLine Community Development Team (CDT) to create/implement ASHLine Outreach/Referral Development Action Plan.
- 1.3.2 The County will participate in quarterly calls with the ASHLine CDT Representative to discuss status of the ASHLine Outreach/Referral Development Action Plan and to cover any possible technical assistance needs.

**1.4 Prevention – Youth Coalition:**

- 1.4.1 The County will work with BTCD selected contractor for youth coalition to develop and implement a Youth Coalition Action Plan.
- 1.4.2 The County will ensure youth coordinators and youth participate in trainings twice a year and will work with BTCD on any technical assistance needs.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
ADHS15-094962	
<b>EXHIBIT A</b> <b>EVIDENCE-BASED STRATEGIES FOR TOBACCO</b>	

**1.5 Enforcement:**

**1.5.1 Attorney General's Counter Strike Program:**

The County shall:

1.5.1.1 Participate in the Arizona Attorney General's Office (AGO) Counter Strike Program.

1.5.1.2 Promote and recruit youth from the community to participate in the Retailer Compliance Checks, youth must be 16 or 17 years of age, possess a valid Arizona State Identification Card and must be available on nights and weekends; AGO compliance checks will be scheduled at a minimum of twice a year.

1.5.1.3 Facilitate and conduct in their county the AGO Merchant Diversion Program with retailers and clerks that have been cited for selling tobacco to underage youth.

1.5.1.4 Maintain quarterly communication with the Attorney General's Office Youth Tobacco Program.

**1.5.2 Food & Drug Administration – Tobacco Control Act (TCA) Program/SYNAR:**

The County shall:

1.5.2.1 Participate in the ADHS-FDA TCA program for youth underage buys throughout each fiscal year.

1.5.2.2 Promote and recruit youth from the community to participate in the FDA youth underage buys, number of inspections will be based on FDA requirements and may vary from year to year.

1.5.2.3 Required to have at least two (2) youth available for inspections at all times.

1.5.2.4 Assist SYNAR in ensuring accurate locations of tobacco retailers within each county.

1.5.2.5 Maintain bi-monthly communication with the ADHS-FDA TCA Program Staff.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>EXHIBIT B</b>  <b>EVIDENCE-BASED STRATEGIES FOR CHRONIC DISEASE</b>
ADHS15-094962	

**Evidence-Based Strategies for Chronic Disease**

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**1. Strategic Area: Chronic Disease**

**1.1 Program Strategy/s:**

- 1.1.1 Improve public awareness of Alzheimer's disease and available resources for patients, caregivers and/or family members and health care providers.
- 1.1.2 Improve public awareness of risk factors and detection of pulmonary disease.
- 1.1.3 Promote and implement the Million Hearts Initiative.
- 1.1.4 Implement the Stanford Chronic Disease Self-Management model (including Spanish version) and/or other self-management model.
- 1.1.5 Support the work of schools to implement School Health Index/School Health Assessment and/or school wellness plans.
- 1.1.6 Other evidence-based related strategy.

**1.2 Specific Tasks and Requirements:**

- 1.2.1 Adhere to the guidelines and principles set forth in the ADHS-BTCD 2013-2017 Chronic Disease Strategic Plan and the 2014-2015 ADHS –BTCD Chronic Disease Prevention Strategies that pertain to the services and activities identified in the corresponding action plans. The ADHS-BTCD 2012-2017 Chronic Disease Strategic Plan can be found on the ADHS-BTCD website (<http://www.azdhs.gov/phs/chronicdisease/documents/az-chronic-disease-strategic-plan.pdf>).

**Listed below are specific tasks and requirements related to the Menu of Strategy Options for Chronic Disease.**

**1.3 Alzheimer's/Dementia:**

- 1.3.1 The County will work with the Alzheimer's Association- Desert Southwest Chapter to increase public awareness of Alzheimer's/Dementia including the warning signs of Alzheimer's disease to patients, caregivers and/or family members and health care providers.
- 1.3.2 The County will work with the Alzheimer's Association-Desert Southwest Chapter to provide resources to providers and implement a referral process to the Alzheimer's Association from provider's offices.

**1.4 Chronic Lower Pulmonary Disease:**

- 1.4.1 The County will work with the America Lung Association/Arizona Chapter to increase public awareness of risk factors and detection of pulmonary disease.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
ADHS15-094962	<b>EXHIBIT B</b> <b>EVIDENCE-BASED STRATEGIES FOR CHRONIC DISEASE</b>

1.4.2 The County will work with the American Lung Association/Arizona Chapter to increase the use of home-based, comprehensive interventions with an environmental focus for children and adolescents for children and adolescents with asthma.

1.4.3 The County will work with the American Lung Association/Arizona Chapter to increase early intervention and participation in disease management programs.

**1.5 Cardiovascular Disease:**

1.5.1 The County will work with ADHS/BTCD Office of Chronic Disease to implement and promote the Million Hearts Initiative.

1.5.2 Increase intervention and participation in disease management programs.

**1.6 Chronic Disease Self-Management:**

1.6.1 The County will implement Chronic Disease Self-Management programs (Include related Spanish version(s)).

1.6.2 The County will ensure that staff is trained.

1.6.3 The County will participate in regional meetings held by Arizona Living Well Institute. The number of trainings held, lay leaders trained, master leaders trained and number of organizations, agencies, healthy systems, providers that were contacted to increase referrals.

**1.7 School Health:**

1.7.1 The County will coordinate school health activities with any other funding received for school health activities (such as HAPI or Arizona Nutrition Network).

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>EXHIBIT C</b>  <b>EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)</b>
ADHS15-094962	

**Evidence-Based Strategies for Health in Arizona Policy Initiative (HAPI)**

Counties may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**1. Strategic Area: Health in Arizona Policy Initiative (HAPI)**

**1.1 Program Strategy/s:**

**1.1.1 Procurement of Healthy Foods:**

- 1.1.1.1 Improve procurement policies around the nutrition quality of foods served in institutional cafeterias and/or vending machines.
- 1.1.1.2 Establish contract and bid writing standards to promote healthy food and beverages.
- 1.1.1.3 Establish healthy vending policies within institutions.
- 1.1.1.4 Establish nutrition standards for the procurement of foods and beverages offered in the workplace.
- 1.1.1.5 Establish menu labeling on all food and beverage items on foods sold in cafeterias and/or vending machines, including highlighting and promoting healthier options aligning with Dietary Guidelines for sodium, fat, and sugar.
- 1.1.1.6 Establish food and beverage pricing strategies pricing healthy foods lower and/or less healthy foods higher.

**1.1.2 Healthy Community Design:**

- 1.1.2.1 Establish community design standards to make streets safe for all users, including pedestrians, bicyclists, and users of public transit.
- 1.1.2.2 Establish community design protocols through Health Impact Assessments (HIA's) to assess the impact of community design changes on community health and wellbeing.
- 1.1.2.3 Increase accessibility, availability, affordability and identification of healthful foods in communities, including provision of full service grocery stores, farmers markets, small store initiatives, mobile vending carts, and/or restaurant initiatives.
- 1.1.2.4 Establish sites for community gardens in institutional settings and/or underserved areas.

**1.1.3 School Health:**

- 1.1.3.1 Improve countywide nutrition, physical activity, and screen time policies and practices in early care through postsecondary education settings.
- 1.1.3.2 Improve the nutrition quality of foods and beverages served in schools.
- 1.1.3.3 Improve the quality and amount of physical education and/or physical activity in

<b>Contract Number</b>	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
<b>ADHS15-094962</b>	<b>EXHIBIT C</b>
	<b>EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)</b>

schools.

1.1.3.4 Target outreach and enrollment efforts to populations disproportionately uninsured.

**1.1.4 Healthy Worksites:**

1.1.4.1 Increase opportunities for physical activity in the workplace.

1.1.4.2 Establish incentive programs, such as flextime, rewarding and/or recognizing employee healthy behaviors.

1.1.4.3 Provide disease self-management classes to employees.

1.1.4.4 Increase the number of employers that incorporate nationally recognized preventive health screenings within health plans.

1.1.4.5 Increase the number of employees that utilize preventive health screenings within employer health plans.

1.1.4.6 Increase policies and practices to support breastfeeding in the workplace, especially in agencies providing WIC services.

1.1.4.7 Increase WIC employee participation and utilization of worksite wellness activities such as, but not limited to physical activity, healthy eating, preventive health screenings and stress management.

**1.1.5 Clinical Care:**

1.1.5.1 Provide policy training and technical assistance to health care institutions, providers, and provider organizations to effectively implement quality measures consistent with Meaningful-Use models.

1.1.5.2 Integrate peer-support/promotora models into the healthcare institutional setting.

1.1.5.3 Link evidence-based community and clinical preventive services such as efforts, which drive disparate populations into healthcare providers who offer preventive care consistent with the U.S. Preventive Services Taskforce (USPSTF) A & B Recommendations: <http://www.uspreventiveservicestaskforce.org>. (e.g., community-based promotoras working collaboratively with patient navigators within community health centers).

1.1.5.4 Integration or implementation of patient-centered medical home (PCMH) model of primary care.

1.1.5.5 Increase the number of health care providers and staff that complete the Culturally and Linguistically Appropriate Services (CLAS) Standards training.

1.1.5.6 Increase the number of health care systems that develop and implement a language access plan.

1.1.5.7 Improve health insurance literacy of consumers to increase enrollment in and utilization of insurance plans.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
ADHS15-094962	<b>EXHIBIT C</b> <b>EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)</b>

1.1.6 Children and Youth with Special Health Care Needs:

1.1.6.1 Promote inclusion of focus on children and youth/young adults with special health care needs.

1.1.6.2 Conduct countywide needs assessment for Children/Youth with Special Healthcare Needs.

1.1.6.3 Establish a coalition or advocacy council consisting of 50% family members and young adults and 50% professionals working with children and youth with special health care needs.

1.1.6.4 Ensure family members and young adults who are part of the coalition or advocacy council are involved in policy and program development, implementation, and evaluation at the county level.

1.1.6.5 Other evidence-based related strategy.

1.2 HAPI Specific Tasks and Requirements:

1.2.1 A portion of activities identified in the action plan must include those that will benefit the health of low-income women, infants, and children.

1.2.2 The County will coordinate school health activities with any other funding received for school health activities (such as Chronic Disease or Arizona Nutrition Network).

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
<b>ADHS15-094962</b>	<b>EXHIBIT D</b>
<b>EVIDENCE-BASED STRATEGIES FOR PUBLIC HEALTH ACCREDITATION PREPARATION</b>	

**Evidence-Based Strategies for Public Health Accreditation Preparation**

The County must select a minimum of two (2) strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**1. Strategic Area: Preventive Health and Health Services Block Grant**

**1.1 Program Strategies:**

- 1.1.1 Establish and Monitor a System of Performance Management.
- 1.1.2 Build a Culture of Quality Improvement.
- 1.1.3 Workforce Development.
- 1.1.4 Use award funds for Public Health Accreditation Board (PHAB) Fees.
- 1.1.5 Monitor and measure progress towards accomplishing goals in the County Health Improvement Plan.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
ADHS15- 094962	<b>EXHIBIT E</b> <b>EVIDENCE-BASED STRATEGIES FOR TEEN PREGNANCY PREVENTION</b>

**Evidence-Based Strategies for Teen Pregnancy Prevention**

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**1. Strategic Area: Teen Pregnancy Prevention**

**1.1 Program Strategies:**

- 1.1.1 Implement with fidelity an abstinence plus evidence-based or promising practice program through curriculum delivery to youth ages 11-19 years which may include parent-youth curriculum for guardians of youth ages 11-19. Programs must be culturally relevant, medically accurate and include process and outcome evaluations as outlined in the Teen Pregnancy Prevention Program Policy & Procedures manual.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>EXHIBIT F</b> <b>EVIDENCE-BASED STRATEGIES FOR FAMILY PLANNING</b>
<b>ADHS15- 094962</b>	

**Evidence-Based Strategies for Family Planning**

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**1. Strategic Area: Family Planning**

**1.1 Program Strategies:**

- 1.1.1 Implement a clinic based reproductive health program which enhances maternal and infant health by providing accessible, comprehensive education, screening and contraceptive services to underserved individuals of reproductive age as outlined in the ADHS Family Planning Policy and Procedure Manual.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
ADHS15- 094962	<b>EXHIBIT G</b> <b>EVIDENCE-BASED STRATEGIES FOR MATERNAL AND CHILD HEALTH</b>

**Evidence-Based Strategies for Maternal and Child Health**

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**1. Strategic Area: Maternal and Child Health (MCH)**

**1.1. Program Strategies:**

1.1.1. The Contractor shall implement multi-faceted, evidence-based or evidence informed strategies at the county level that address state priorities as identified through Arizona's 2016 Title V Maternal and Child Health (MCH) Block Grant application targeting one or more of the Title V MCH Block Grant population health domains (i.e. Women/Maternal Health, Perinatal/Infant Health, Child Health, CSHCN, Adolescent Health and Cross cutting or Life Course). The strategies selected must impact one or more of the areas to be selected National Performance Measures, which will in turn influence the National Outcome Measures.

**2. Maternal and Child Health Specific Tasks and Requirements:**

Media and/or printed educational materials will adhere to the required wording as follows: "Funded in part by the Bureau of Women's and Children's Health as made available through the Arizona Department of Health Services." Additionally, media and/or printed educational materials will also adhere to the required wording as follows: "This project is supported by funds from the Department of Health and Human Services (DHHS), Health Resources and Services Administration (HRSA), Maternal and Child Health Bureau, under grant number 93.994 and title for \$ (to be filled in by Grantee upon receipt of grant award). The information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should be any endorsements be inferred by the U.S. Government, DHHS, or HRSA.

Contract Number	Intergovernmental Agreement (IGA)
ADHS15- 094962	
Attachment 1	
PRICE SHEET PHASE 1	

**GILA COUNTY**

**PRICE SHEET PHASE ONE (1)**

PHASE 1: JULY 1, 2015 - JUNE 30, 2016

**PHASE ONE (1) ACTION PLAN Tobacco and Chronic Disease**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE (UOM)	QUANTITY	UNIT COST	TOTAL
Phase 1 Action Plan Tobacco and Chronic Disease	EA	1	\$6,752	\$6,752
<b>TOTAL</b>		<b>1</b>	<b>\$6,752</b>	<b>\$6,752</b>

**TOBACCO**

ITEM/SERVICE DESCRIPTION	UOM	QUANTITY	UNIT COST	TOTAL
Specific Service Strategies (See SOW: i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	\$29,817.66	\$119,270.64
<b>TOTAL</b>		<b>4</b>	<b>\$29,817.66</b>	<b>\$119,270.64</b>

**CHRONIC DISEASE**

ITEM/SERVICE DESCRIPTION	UOM	QUANTITY	UNIT COST	TOTAL
Specific Service Strategies (See SOW: i.e. Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, School Health)	QTR	4	\$2,244.34	\$8,977.36
<b>TOTAL</b>		<b>4</b>	<b>\$2,244.34</b>	<b>\$8,977.36</b>

**PHASE ONE (1) ACTION PLAN (HAPI)**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 1 Action Plan HAPI	EA	1	\$8,700	\$8,700
<b>TOTAL</b>		<b>1</b>	<b>\$8,700</b>	<b>\$8,700</b>

**HEALTH IN ARIZONA POLICY INITIATIVE**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Procurement, Healthy Community Design, School Health, Worksite Wellness, Clinical Care, and Special Health Care Needs)	QTR	4	\$8,762	\$35,048
<b>TOTAL</b>		<b>4</b>	<b>\$8,762</b>	<b>\$35,048</b>

Contract Number	<b>Intergovernmental Agreement (IGA)</b>
ADHS15- 094962	
<b>Attachment 2</b>	
<b>PRICE SHEET PHASE 2</b>	

**GILA COUNTY**

**PRICE SHEET PHASE TWO (2)**

**PHASE 2: OCTOBER 1, 2015 – JUNE 30, 2016**

**PHASE TWO (2) ACTION PLAN**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 2 Action Plan	EA	1	\$7,000.	\$7,000.
<b>PHASE 2 ACTION PLAN TOTAL</b>		<b>1</b>	<b>\$7,000.</b>	<b>\$7,000.</b>

**PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Fees for Accreditation, Quality Improvement Projects, Workforce Development Implementation, Performance Management Documentation, Progress Toward County Health Improvement Plan)	QTR	3	\$10,460	\$31,380
<b>PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT TOTAL</b>		<b>3</b>	<b>\$10,460</b>	<b>\$31,380</b>

**PHASE ONE AND PHASE TWO GRAND TOTAL**

ITEM/SERVICE DESCRIPTION				TOTAL
<b>PHASE 1 &amp; 2 GRAND TOTAL</b>				<b>\$217,128</b>

**PHASE ONE AND PHASE TWO TOTAL**

ITEM / SERVICE DESCRIPTION				TOTAL
<b>PHASE 1 &amp; 2 TOTAL</b>				<b>\$217,128</b>

<b>Contract Number</b>	<b>Intergovernmental Agreement (IGA)</b> <b>Attachment 3</b> <b>PRICE SHEET PHASE 3</b>
<b>ADHS15-094962</b>	

**GILA COUNTY**

**PRICE SHEET PHASE THREE (3)**

**PHASE 3: JANUARY 1, 2016 -- JUNE 30, 2016**

**PHASE THREE (3) TO BE DETERMINED**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
<b>TOTAL</b>				

**PHASES ONE, TWO and THREE: GRAND TOTAL**

ITEM/SERVICE DESCRIPTION				TOTAL
<b>PHASE 1, 2 &amp; 3 GRAND TOTAL</b>				

**ARF-3348**

**Consent Agenda Item 5. C.**

**Regular BOS Meeting**

Meeting Date: 09/15/2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2015-2016      Budgeted?: Yes

Contract Dates 8-3-15 to      Grant?: No

Begin & End: 11-15-15

Matching No      Fund?: Renewal

Requirement?:

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Information

Request/Subject

Approve Amendment No. 1 to Contract No. 121714 with Koo Design-Build.

Background Information

On April 21, 2015, the Board of Supervisors approved a request to advertise Request for Qualifications (RFQ) No. 121714. The advertisement ran in the April 29, 2015, and May 6, 2015, editions of the Arizona Silver Belt. Responses received to RFQ No. 121714 were opened in a public setting on May 13, 2015. RFQ No. 121714 was emailed to multiple contractors, two construction publications, as well as posted on the Gila County website. Two additional contractors obtained the documents from either the County website or one of the construction publications. On July 28, 2015, the Board of Supervisors awarded a contract to the most qualified contractor after receiving the evaluation committee's review and negotiated price with Koo Design-Build, Inc. The contract amount was for \$119,748 with project completion no later than 105 days from the Notice to Proceed date, which was August 3, 2015.

Evaluation

On August 14, 2015, there was a site meeting that included Hoon H. Koo, President of Koo Design-Build, Inc.; Zenaido Quintana from Steps N Ramps, LLC; Robert Hickman, Gila County Facilities Manager; and David Buffington, Gila County Facilities Lead. They went over the current plans and believe that a modification of the stair landing areas could be improved to be more compatible with future building modifications, and that the second floor veranda and roof support pillar footings, located in the north stair case alcove, should be repaired while the stair case is removed.

In order for easier blending of these entrances into the plaza with the future building remodel for the Superior Court's expansion and security entrance, and to meet the ADA compliance and Building Code at the public restroom access (north side) and the private exit door (west side), Koo Design-Build is proposing a new elevated concrete floor and footings to match the building interior finish elevation. This would involve additional concrete saw-cut and demolition of 130 SF of concrete at the north landing, shoring support pillars, removing existing spalling, CMU/concrete support column

and rusted tie down anchor straps, and replace with poured concrete column and new tie down anchors, along with the additional 105 SF of concrete at the west landing. This would be a total of 235 SF of additional concrete, including the ADA accessible ramp at the public restroom north side, with traffic caution painting at the level change, and repair of the pillar support footing in the north stairway alcove. The additional cost to the contract would be \$5,197, with no additional time added to the completion date. (See Attachment No. 3-Change Order No. 1 cost breakdown)

### Conclusion

To avoid costly redo's in future projects, and to more easily address a needed footing repair, while planning ahead for the Superior Court expansion and security entrance remodel, and maintaining compliant access to various parts of the building, it would benefit the County to proceed with this modification to the contract. It will not impact the original completion date of the steps and landings re-build project.

### Recommendation

Upon review of the plans that include the additional design (see attached site plans), and work without additional time added to the contract, the Finance Division Director and the Public Works Division Director recommend that the Board of Supervisors approve Amendment #1 to Contract 121714 for Koo Design-Build, Inc.

### Suggested Motion

Approval of Amendment No. 1 to Contract No. 121714 between Gila County and Koo Design-Build to increase the contract amount by \$5,197 for a new total contract amount of \$124,945, in order to modify the scope of work to provide improved access to various areas of the Payson Courthouse with no impact to the project completion date of November 15, 2015.

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### Attachments

Amendment No. 1-Koo Design-Build

Contract No. 121714-Koo Design-Build

Change Order No. 1 cost breakdown

A-01 SITE PLAN-original scope of work

A-02 SITE PLAN-new scope of work

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### **AMENDMENT NO. 1 TO CONTRACT NO. 121714**

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

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### **CONTRACT NO. 121714 PAYSON COURTHOUSE STEPS AND LANDINGS, DESIGN BUILD PROJECT**

#### **KOO DESIGN-BUILD**

Effective July 28, 2015, Gila County and Koo Design-Build entered into a contract whereby Koo Design-Build agreed to provide the design and construction for replacing steps and landings at the Payson Courthouse.

The County desires to modify the original scope of work for the landings at the Payson Courthouse. The landings at the stairs needs to be re-designed to level with the building interior finish floor in order to comply with the Building Code and ADA design guidelines. The scope of this addition to the original scope of work is more fully described in the letter from Hoon H. Koo, AIA & LEED AP of Koo Design-Build dated August 28, 2015, which is incorporated by this reference into this Amendment.

Amendment No. 1 will serve to increase the original contract amount of \$119,748 by \$5,197 in order to include the additional scope of work added by this Amendment, for a new total contract amount of One-Hundred, Twenty-four Thousand dollars and 00/100's (\$124,945).

Contractor will continue to bill for services pursuant to the original contract, but in no event shall charges for the March 03, 2015 to March 02, 2016 contract term exceed \$124,945 without prior written agreement of the County.

The Parties agree that Contract No. 121714 is subject to the provisions set out in the document entitled General Provisions No. 121714, the Request for Qualifications No. 121714, and Construction Contract No. 121714 (C1-5).

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

**IN WITNESS WHEREOF**, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GILA COUNTY**

**BOARD OF SUPERVISORS**

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

**ATTEST**

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

**CONTRACTOR:**

**KOO DESIGN-BUILD**

  
\_\_\_\_\_  
Authorized Signature

Hoon Koo, President 08/31/15  
\_\_\_\_\_  
Print Name

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jefferson R. Dalton, Deputy County Attorney  
Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney



Date: August 28, 2015

Jeannie Sgroi, Contracts Administrator  
Gila County Finance, Guerrero Building  
1400 E. Ash Street  
Globe, AZ 85501

Att: Jeannie Sgroi, Contracts Administrator  
[jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov) (928) 402-8612

Cc: Robert Hickman, [rhickman@gilacountyaz.gov](mailto:rhickman@gilacountyaz.gov)

Re: **Change Order #01: Additional concrete @ stair landings**  
Payson Courthouse Steps/Landing replacement Design-Build

Dear Sgroi,

During the site meeting on 08/14/15 with the metal stair fabricator and the facilities management staff, additional concrete slab scope was discussed due to the ADA compliance and Building code at the public restroom access (north side) and the private exit door (west side). KOO would like to propose the cost per the additional scope of work as following:

**Cost:**

1. Concrete saw-cut, demo: 235 sf.
2. New elevated concrete floor to match the building finish elevation
3. ADA accessible ramp at public restroom north side
4. Traffic caution painting at level change

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Total cost (refer to the cost breakdown as attached): \$5,197

**Time extension:**

No additional time needed

Please feel free to contact us if you have any questions or comments. .

Thank you,  
Sincerely,

Hoon H. Koo, AIA & LEED AP

**KOO design-build, inc.**

**COPY**



## CONSTRUCTION CONTRACT NO. 121714 (C1-5)

**THIS AGREEMENT**, made and entered into this 28<sup>th</sup> day of July, 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Koo Design Build of the City of Scottsdale, State of Arizona, hereinafter designated the **Contractor**.

**THE CONTRACTOR** shall furnish any and all labor, materials, construction equipment, and services, required for performing all work for construction of:

### PAYSON COURTHOUSE STEPS AND LANDINGS, DESIGN BUILD PROJECT

**CONTRACT DOCUMENTS:** Includes all portions of the General Provisions, Addenda, Plans, Technical Specifications and any supplemental agreements, if applicable, provided by the County for this project, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

**INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, (hereinafter referred to as "Indemnitee") from and against any and all suits, claims, cost of litigation, actions, liabilities, damages, losses, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

2. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language:  
**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

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

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

**TIME OF COMPLETION:** The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work as identified in the Contract Documents and this agreement, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Contract Documents.

Work shall start within **no later than ten (10) Calendar Days of the Notice To Proceed**, and shall be Substantially Complete within **Ninety (90) Calendar Days** from the date of the Notice to Proceed. The Contractor further agrees to achieve Final Completion within **no later than Fifteen (15) Calendar Days** from the date of Substantial Completion.

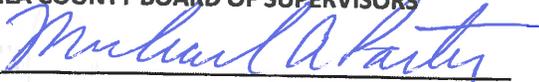
It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$500.00 per Calendar Day**.

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by this Contract; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Owner may extend the period hereinafter specified for the completion of said work in accordance with the Contract Documents and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

IN RETURN for the performance of the contract by the contractor, the County agrees to pay the amount of not more than \$ 119,748.00 including all applicable taxes through a payment schedule as described in the Contact Documents and as may be modified and executed by change orders.

**OWNER:**

GILA COUNTY BOARD OF SUPERVISORS



Michael A. Pastor,  
Chairman, Board of Supervisors

**CONTRACTOR:**

KOO DESIGN BUILD



Signature

Hoon Koo, President 07/11/2015

Print Name

n/a

Witness (If Contractor is Individual)

**ATTEST:**

*for*  


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

WORK ITEM	UNIT PRICE	QUANTITY	UNIT	Hard cost detail	
<b>1 GENERAL CONDITIONS</b>					
Not included	\$ -	1.0	ea	\$ -	\$ -
<b>Design</b>					
Not included	\$ -	1.0	ea	\$ -	\$ -
<b>2 SITE WORK</b>					
Not included	\$ -	1.0	ea	\$ -	\$ -
<b>3 CONCRETE</b>					
Footing work at north and south					\$ 4,370.00
130 sf. additional concrete demo @ North landing	\$ 830.00	1.0	ea	\$ 830.00	
105 sf. additional concrete demo @ West landing	\$ 720.00	1.0	ea	\$ 720.00	
235 sf. additional concrete	\$ 2,820.00	1.0	ea	\$ 2,820.00	
<b>5 METAL</b>					
Not included	\$ -	1.0	ea	\$ -	\$ -
<b>6 WOOD AND PLASTICS</b>					
Not included	\$ -	1.0	ea	\$ -	\$ -
<b>7 THERMAL MOISTURE CONTROL</b>					
Not included	\$ -	1.0	ea	\$ -	\$ -
<b>9 FINISHES</b>					
<b>Paint</b>					\$ 140.00
Traffic warning paint (Yellow)	\$ 140.00	1.0	ea	\$ 140.00	
<b>Hard cost</b>				\$ 4,510.00	\$ 4,510.00
Overhead	10.00%			\$ -	\$ -
Profit	8.00%			\$ 238.76	\$ 238.76
Insurance: \$2.0	1.40%			\$ 66.48	\$ 66.48
TOTAL before tax				\$ 4,815.24	\$ 4,815.24
Sales tax: City + State	5.29406%			\$ 254.92	\$ 254.92
<b>TOTAL</b>				\$ 5,070.17	\$ 5,070.17
P/P BOND	3.00%			\$ 126.75	\$ 126.75
<b>TOTAL COST</b>				\$ 5,197	\$ 5,197



# Payson Courthouse Staircase

## GENERAL DEMO NOTES

1. THE CONTRACTOR SHALL VISIT THE JOB SITE AND TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PROTECT THE PUBLIC AND ADJACENT PROPERTIES FROM DAMAGE THROUGHOUT CONSTRUCTION. REPORT ANY DISCREPANCIES AND/OR POTENTIAL PROBLEMS TO THE ARCHITECT IN WRITING.
2. CONTRACTOR SHALL VERIFY LOCATION OF UTILITIES AND UTILITY EASEMENTS AND COORDINATE ALL APPLICABLE REQUIREMENTS AND REGULATIONS WITH GOVERNING AUTHORITIES.
3. REMOVE ALL EXISTING FLOORING, WALLS, DOORS, CEILINGS, CASEWORK, ETC. AS REQUIRED TO ALLOW FOR ALL NEW WORK
4. REMOVE OR RELOCATE ALL COMPONENTS OF THE MECHANICAL, PLUMBING, FIRE SPRINKLER AND ELECTRICAL SYSTEMS AS REQUIRED TO ALLOW FOR ALL NEW WORK. RELOCATION OF ITEMS TO REMAIN SHALL COMPLY WITH ALL CODES AND ORDINANCES.
5. WHERE DEMOLITIONS HAS OCCURRED, REPAIR OR REPLACE ANY REMAINING FLOORS, WALLS OR CEILING TO MATCH ADJACENT NEW CONDITION OR MATCH EXISTING CONDITION
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED WALL AND SLAB CUTS WHETHER SHOWN OR NOT.
7. SAW-CUT OR CORE DRILLING IS ALLOWED TO REMOVE FLOOR SLAB OR WALL PENETRATIONS. NO JACK-HAMMERING IS ALLOWED. UNDERGROUND UTILITY TRENCHES SHALL BE BACK-FILLED WITH 95% SOIL COMPACTION DENSITY AT MINIMUM. PENETRATIONS THROUGH FIRE RATED WALL MUST BE FIRE-CAULKED BY APPROVED MEANS AND METHODS. CONCRETE SLAB AND MASONRY WALL SHALL BE PATCH MATCH EXISTING.
8. EXTERIOR WALLS, DEMISING WALLS OR FIRE RATED WALL PENETRATIONS BY PIPES, DUCTS OR CONDUITS SHALL BE FIRE CAULKED
9. EXISTING PIPE AND CONDUIT PENETRATIONS SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY SIZE, LOCATION, AND NUMBER OF ALL PIPE AND CONDUIT PENETRATIONS. ALL PIPES SHALL BE CAPPED BELOW BOTTOM OF FLOOR SLAB. ALL CONDUITS AND WIRE SHALL BE REMOVED IN THEIR ENTIRETY. REFER TO MECHANICAL ELECTRICAL FOR ADDITIONAL REQUIREMENTS. REFER TO TYPICAL STRUCTURAL DETAILS SLAB INFILL AT REMAINING PENETRATIONS.
10. CONTRACTOR SHALL MAINTAIN THE BUILDING PREMISES CLEAN AND FREE OF TRASH AND DEBRIS. ALL ADJACENT WORK SHALL BE PROTECTED FROM DAMAGES, SOILING, PAINTING OVERSPRAY, ETC. ALL THE DAMAGE
11. ANY EXISTING UTILITIES TO BE ABANDONED SHALL BE PROPERLY DISCONNECTED, PLUGGED OR CAPPED, AS REQUIRED BY CODE OR SOUND CONSTRUCTION PRACTICE.
12. PEDESTRIAN AND VEHICLE ACCESS SHOULD BE MINIMALLY REPLACED AT THE END OF CONSTRUCTION TO THE SAME CONDITIONS PRIOR TO CONSTRUCTION DISRUPTION. DISRUPTED ELECTRICAL AND WATER LINES RE-ROUTED DURING CONSTRUCTION ARE TO REMAIN IN CONTINUOUS SERVICE.
13. CONTRACTOR SHALL PREPARE ALL EXISTING SURFACES (TO REMAIN) ADJACENT TO DEMOLISHED AREAS TO RECEIVE NEW MATERIALS AND CONSTRUCTION AS INDICATED OR THESE DRAWINGS AND SPECIFICATIONS.
14. CONSULT WITH OWNER FOR ITEMS TO BE SALVAGES AS A RESULT OF DEMOLITION. ANY UNWANTED ITEMS SHALL BECOME THE PROPERTY OF THE CONTRACTOR.
15. CONTRACTOR SHALL IDENTIFY LOCATION OF EASEMENTS AND OTHER PROTECTED AREAS TO PRESERVE THESE AREAS THROUGHOUT THE WORK

Gila County

Arizona

1400 E. Ash Street  
Glove, AZ 85501  
(928) 402-8612

## Payson Courthouse Staircase Replacement

714 S Beeline Hwy  
Payson AZ 85541



design-build  
construction  
architecture  
engineering



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revisions	
R6. ...	---
R5. ...	---
R4. ...	---
R3. ...	---
R2. ...	---
R1. ...	---
Preliminary	--

drawing title

**SITE PLAN demo**

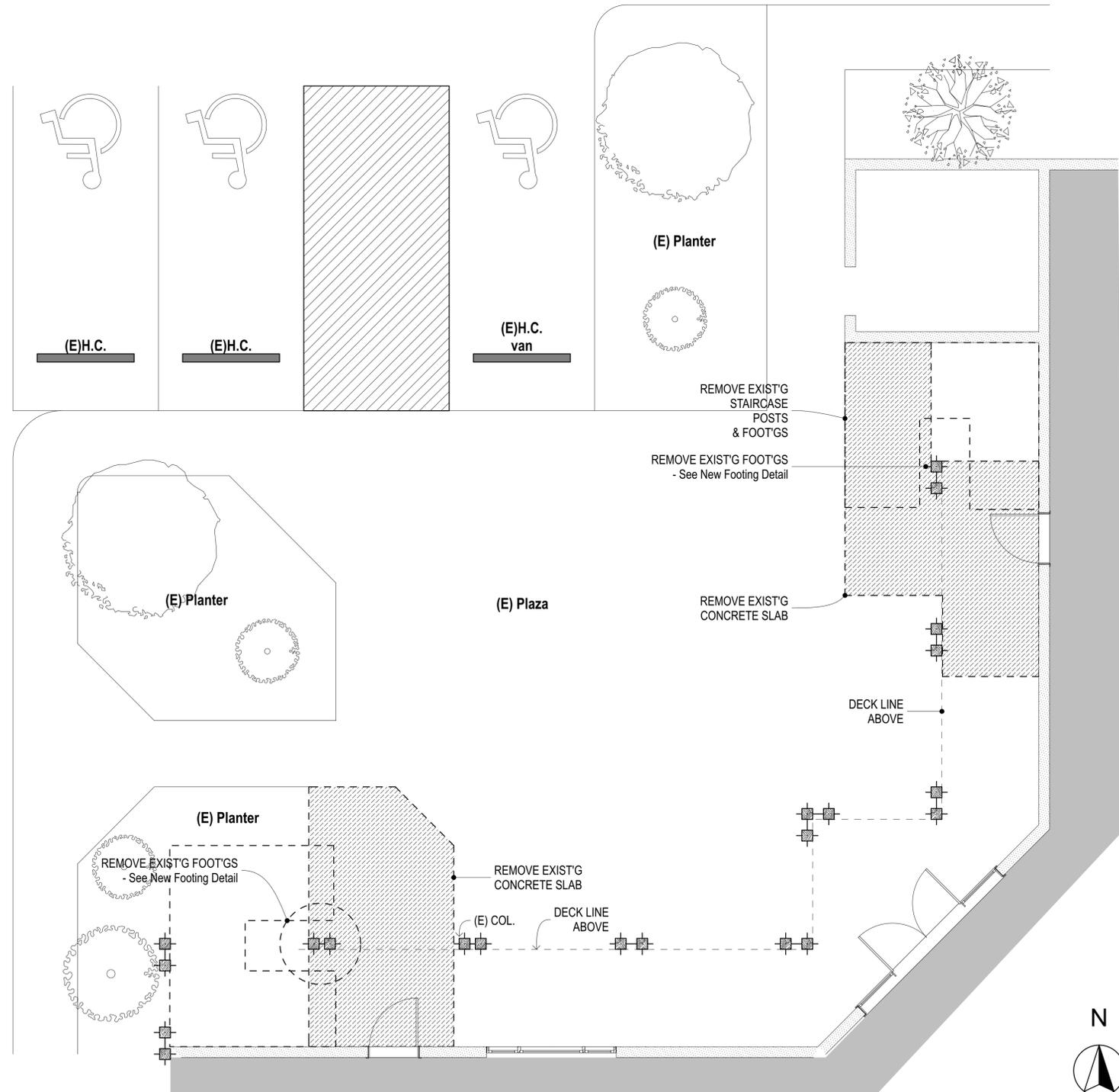
Plotted on Tuesday, August 25, 2015

Drawn by HHK

JOB NUMBER: #Pin

**A-01**

sheet number



**DEMO PLAN**

SCALE: 1/4" = 1'-0"

# SCOPE OF WORK

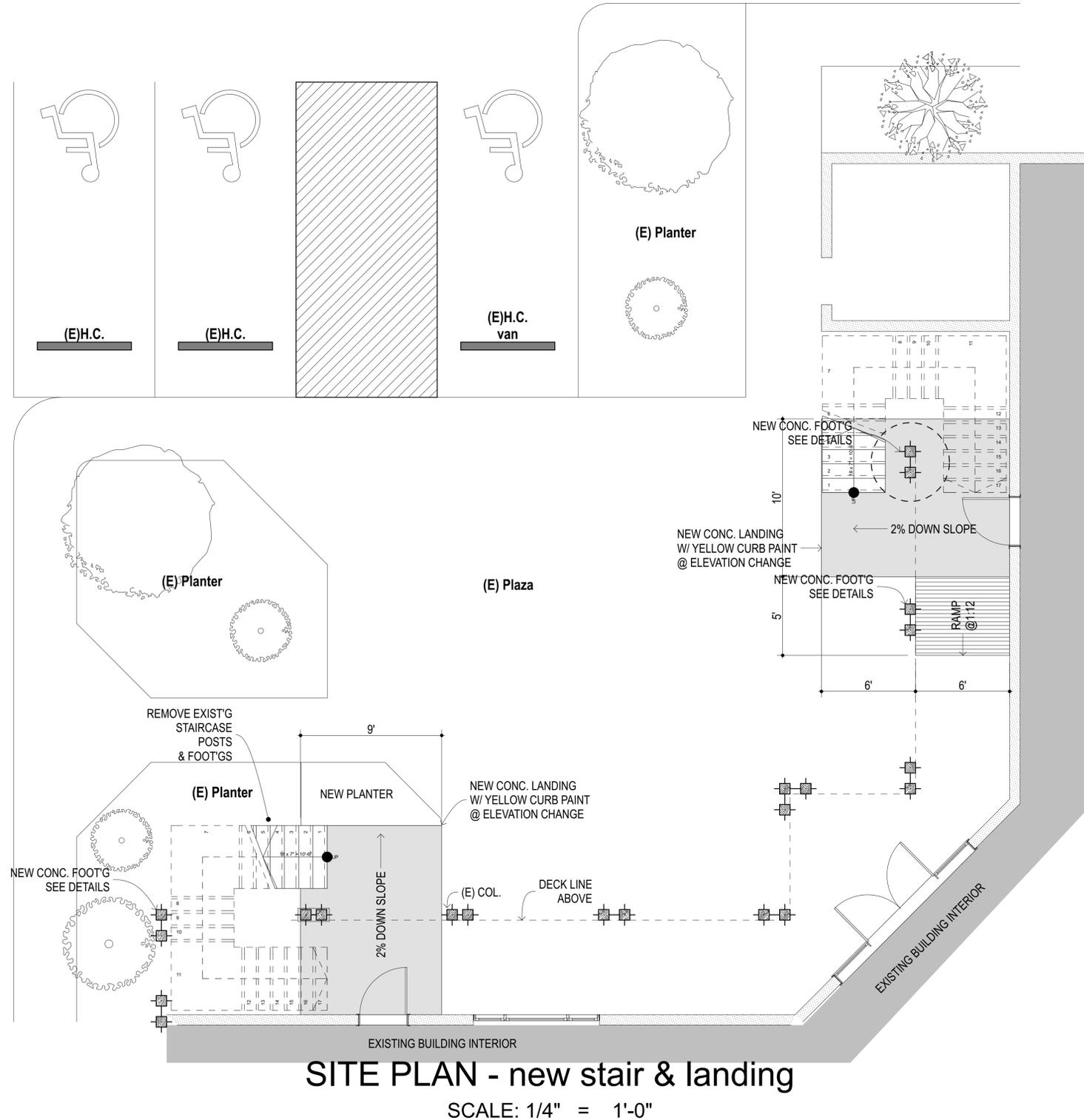
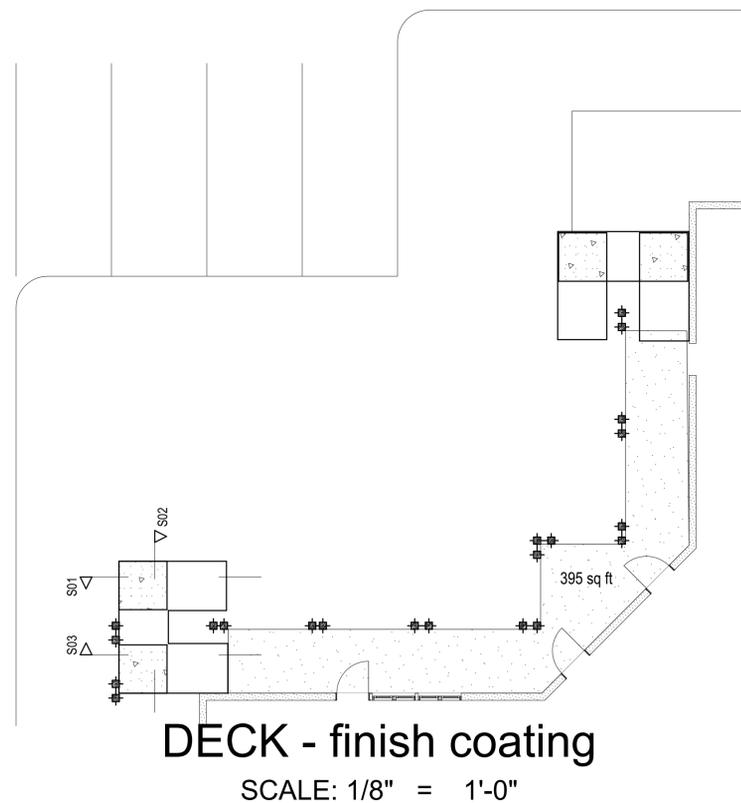
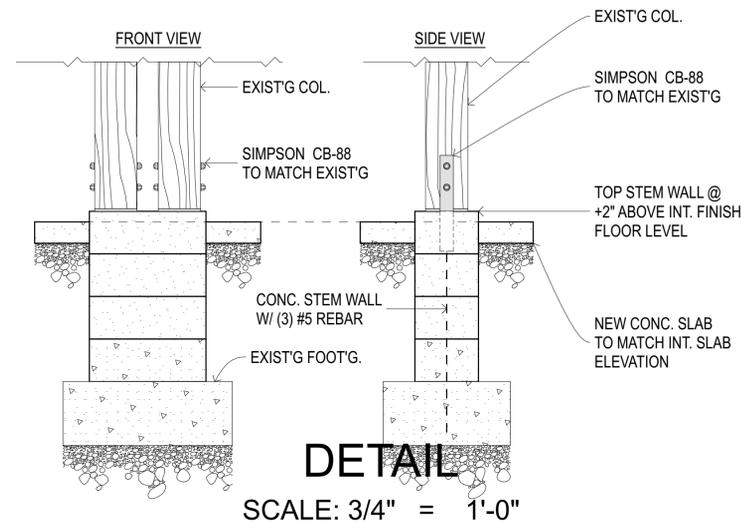
1. STAIRCASE: The work shall replace the existing exterior staircases at north and south sides with the new metal structure that will maintain the original architectural design integrity. The structural member shall be metal and concrete. The balusters shall be wood to match existing design. Steps and landing shall be water resistive (hydrophobic) concrete. New paint shall match existing.

- a. New footings and anchors shall be provided per Structural drawing.
- b. The existing footings of the adjacent building columns shall be removed. The bottom side of the wood columns shall be shored and cut to the new elevation per the detail.
- c. The staircase landing on the ground level shall be level per ADA requirements.
- d. A continuous handrail shall be provided at each side of the stair.

2. DECK on 2<sup>nd</sup> floor: The work shall remove the existing flooring membrane and replace with the new water proof membrane (Poly-Urethane Coating). The finish floor shall be a slip-resistant and heavy traffic rated. The color shall match existing (or chosen by Owner).

3. CONCRETE PLAZA: remove the existing concrete pavement at the plaza. New concrete slab shall be installed with walkways, ADA accessible ramps and steps. The finish floor level shall be elevated per the drawing.

4. BUILDING COLUMNS & FOOTINGS: remove the existing concrete footings and anchor at the plaza. The wood columns shall be cut to meet the new plaza finish elevation per the drawing details. New footings and anchor bolts shall be installed at adjusted columns.



Gila County

Arizona

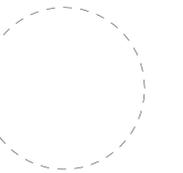
1400 E. Ash Street  
Globe, AZ 85501  
(928) 402-8612

## Payson Courthouse Staircase Replacement

714 S Beeline Hwy  
Payson AZ 85541



design-build  
construction  
architecture  
engineering



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revisions	
R6. ...	---
R5. ...	---
R4. ...	---
R3. ...	---
R2. ...	---
R1. ...	---
Preliminary	--

drawing title  
**SITE PLAN new**

Plotted on Tuesday, August 25, 2015  
Drawn by HHK  
JOB NUMBER: #Pin

**A-02**  
sheet number

**ARF-3349**

**Consent Agenda Item 5. D.**

**Regular BOS Meeting**

Meeting Date: 09/15/2015

Submitted For: Jeff Hassenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: FY 2015-2016 Budgeted?: Yes

Contract Dates August 18, Grant?: No

Begin & End: 2015 to August  
17, 2016

Matching No Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Approve Amendment No. 1 to Contract No. 042314 Janitorial Service for Northern Gila County.

Background Information

On June 24, 2014, the Board of Supervisors approved a request to advertise Request for Proposals (RFP) No. 042314 for janitorial services in northern Gila County. RFP No. 042314 was advertised in the July 2, 2014, and July 9, 2014, editions of the Arizona Silver Belt. Responses received to RFP No. 042314 were opened in a public setting on July 23, 2014. RFP No. 042314 was emailed to six janitorial contractors, as well as posted on the Gila County website. On August 18, 2014, the Board of Supervisors awarded a contract to the lowest, most responsible and qualified bidder, which was Jani-Serv, Inc. The contract annual amount was for \$40,714.56.

Evaluation

The following County facilities are serviced under Contract No. 042314: Payson Courthouse, Sheriff's Office, Health/Rabies/Environmental, Community Action/Co-op Extension, Administration Building, Assessor/Recorder Offices, Sheriff's Office Jail Administration and Justice of the Peace Court.

The original contract term for Contract No. 042314 was from August 18, 2014, to August 17, 2015, with an option to renew for three additional one-year periods at an annual cost of \$40,714.56. The contract also includes square foot pricing for the cost of carpet cleaning and the cost for stripping and waxing floors, *if requested*, by County staff. The unit pricing for the carpet cleaning and floor cleaning is not part of the annual \$40,714.56 price.

Amendment No. 1 will serve to exercise the option to renew the contract for one additional year, from August 18, 2015, to August 17, 2016. Additionally, Amendment No. 1 will add \$1,400 to the contract amount for the potential need of carpet cleaning or stripping and waxing floors during the new contract term.

Conclusion

County staff is pleased with the service provided by Jani-Serv, Inc. and would like to extend the contract for another year.

Recommendation

The Finance Division Director and the Public Works Division Director recommend renewing the contract with Jani-Serv, Inc. for one additional year, whereby Jani-Serv, Inc. will continue to provide janitorial services for various County facilities in northern Gila County.

Suggested Motion

Approval of Amendment No. 1 to extend the contract term with Jani-Serv, Inc. to provide janitorial services for various County facilities in northern Gila County from August 18, 2015, to August 17, 2016, at an annual cost of \$40,714.56, with the addition of \$1,400, if needed, to cover any potential carpet cleaning and stripping and waxing of floors that may be required during the term of the renewal period.

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Attachments

Amendment No. 1-Jani-Serv, Inc.

Contract No. 042314-Jani-Serv Inc.

Legal Statement

---



**AMENDMENT NO. 1 TO SERVICE AGREEMENT NO. 042314**

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

---

**JANITORIAL SERVICE FOR NORTHERN GILA COUNTY**

**JANI-SERV INC.**

Effective August 18, 2014, Gila County and Jani-Serv, Inc. entered into a contract whereby Jani-Serv, Inc. agreed to provide Janitorial Services for Northern Gila County.

Service Agreement No. 042314 expires on August 17, 2015. Per Page 17 Term and Renewal, of the contract, the County shall have the right, at its sole option, to renew the contract for three (3) additional one (1) year periods. The parties hereby agree to exercise this option and agree to extend the contract term for one (1) year from August 18, 2015 to August 17, 2016.

Public Works would like to increase the contract amount by an additional One Thousand Four Hundred dollars and no/100 (\$1,400.00), *if needed*, to cover any potential carpet cleaning, and stripping and waxing floors that may be required during the term of the contract.

**Amendment No. 1 to Service Agreement No. 042314** will extend the agreement from August 18, 2015 to August 17, 2016. In addition Amendment No. 1 will serve to increase the original contract amount of \$40,714.56 by One Thousand Four Hundred dollars and no/100's (\$1,400.00) for a new total contract amount of Forty-Two Thousand One Hundred Fourteen dollars and 56/100's (\$42,114.56).

Contractor will continue to bill for services pursuant to Page 23 of Contract No. 042314, Price Sheet, of the original contract, but in no event shall charges for the August 18, 2015 to August 17, 2016 contract term exceed \$42,114.56 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 August 18, 2015 to August 17, 2016 renewal term.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GILA COUNTY BOARD OF SUPERVISORS**

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

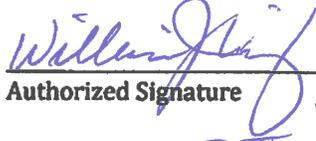
**ATTEST**

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jefferson R. Dalton  
Deputy County Attorney-Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**JANI-SERV, INC.**

  
\_\_\_\_\_  
Authorized Signature

WILLIAM J. TWIDLEY  
\_\_\_\_\_  
Print Name

**GILA COUNTY**  
**NOTICE OF REQUEST FOR PROPOSALS**  
**042314**

**JANITORIAL SERVICE FOR NORTHERN GILA COUNTY**

**BIDDER'S INFORMATION**  
**CONTRACT DOCUMENTS AND SPECIFICATIONS**



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

**\*COUNTY MANAGER\***  
**Don E. McDaniel Jr.**



**GILA COUNTY  
NOTICE OF REQUEST FOR PROPOSALS NO. 042314  
JANITORIAL SERVICE FOR NORTHERN GILA COUNTY**

Notice is hereby given that the Gila County is requesting proposals from qualified Contractors to provide Janitorial Services for County facilities located in Northern Gila County.

**SUBMITTAL DUE DATE:** July 23, 2014 3:00 PM

**RETURN PROPOSAL TO:** Gila County Procurement  
Guerrero Complex  
1400 East Ash Street, Globe, AZ 85501

**MANDATORY PRE-BID MEETING:** Wednesday, July 16, 2014 10:00 AM  
Gila County Payson Administration Building  
610 E. Highway 260  
Payson, AZ  
Meeting will begin at Administration Building and continue to locations provided in complete RFP packet.

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Procurement Department, until the time and date cited.

Interested Bidders may obtain a copy of this solicitation by calling Gila County Procurement at 928-402-8612, or by clicking on the link to the County website: [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php). Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Building Conference Room, 1400 E. Ash St., Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

The County takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: July 2 and July 9, 2014

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

Date: 6-24-14

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

Date: 6-24-14

**TABLE OF CONTENTS**

<b>CONTENT</b>	<b>PAGE</b>
Solicitation Notice .....	1
Scope of Services .....	3-9
Exhibit "A"; Instructions to Bidders .....	10-11
General Terms and Conditions .....	12
Exhibit "B"; Contract Award Agreement .....	13-16
Exhibit "C"; Minimum Specifications/Information .....	17-18
Insurance Provisions .....	19-20
Required Contract Forms .....	21-30

**SCOPE OF SERVICES**

It is the intention of Gila County to award a contract to a qualified Contractor for janitorial services at several of its facilities in Northern Gila County. The Contractor shall furnish all necessary labor, supervision, equipment, transportation and all effort necessary to perform the required services at the designated locations.

Building Address	Square Footage	Floors	Restrooms	Mop Closets	Storage Closets
Payson Courthouse 714 S. Beeline Highway Payson, AZ 85541	13,983	1 <sup>st</sup> 2 <sup>nd</sup>	5 2	0 0	1 0
Health, Rabies, Environmental 107 W. Frontier St. Payson, AZ 85541	4,298	1	2	0	0
Community Action/Co-op Ext 107 W. Frontier St. Payson, AZ 85541	1,100	1	1	0	0
Admin Building 608 & 610 E. Hwy 260 Payson, AZ 85541	6,500	1 Floor BOS Side Comm Dev Side	3 2	0 1	1 0
Assessor/Recorder 201 W. Frontier Street Payson, AZ 85541	1,896	1	1	0	0
Sheriff's Office 108 W. Main Street Payson, AZ 85541	*7,340	1	3 (1 with tub)	0	1
Sheriff's Office Jail Admin 108 W. Main Street Payson, AZ 85541	*Included in above	1	2	0	0
JP Court 108 W. Main Street Payson, AZ 85541	*Included in above	1	1	0	0

**SCHEDULE**

The contract will require cleaning services five (5) nights a week (excluding those weeks with an official holiday), Monday through Friday, after 5:00 P.M., unless otherwise noted. Cleaning services will not be required on days in which a declared State of Emergency has been made by the Governor or in the event of any other unforeseen type of emergency where County offices are closed. There are ten (10) County holidays, and services will not be provided on these days unless the County agency makes such request and pays for these additional services.

**ADOSH GUIDELINES**

Contractor must be familiar with and operate within guidelines set forth by the Arizona Division of Occupational Safety and Health (ADOSH) guidelines, which affects custodial and housekeeping operations. Contractor must insure that all employees assigned to this contract are knowledgeable of the current ADOSH guidelines affecting custodial and housekeeping operations.

## **CONTRACTORS PERSONNEL**

All individuals working for the awarded Contractor will be carefully screened and must pass a background check prior to working on Gila County property under this contract. Investigation will include criminal record, and driving record. All questionable findings of background checks will be discussed with special panel of Gila County Management and Law Enforcement. As a minimum, individuals with prior felony convictions within the past ten (10) years, those who are currently facing misdemeanor or felony charges, and those currently on any criminal probation will be prohibited from performing any services under this contract in the County Attorney's Office, Superior or Justice of the Peace Courts, Probation Offices, or Constable's Office. There will be no cost to the Contractor for the background investigations.

Contractor must provide trained qualified personnel, at least 18 years or older, to perform the duties required under this contract. A list of persons, and their phone numbers, performing the work shall be provided by the Contractor to the County should the need arise in case of an emergency.

Any person assigned to this contract found to be in possession of or under the influence of intoxicants or narcotics shall be removed from assignment to this Contract. Any person found guilty of the use of narcotics or intoxicants shall not perform services on County property.

- Job Supervisor

The Contractor shall provide a job supervisor for this contract who will be responsible to the County for the competent performance of all custodial work. The supervisor shall be trained and instructed in proper methods and systems of custodial maintenance.

The supervisor shall make sufficient daily routine inspections to insure work is performed as specified. In addition, Contractor supervisor shall direct the cleaning activities of the custodial staff. Contractor supervisor shall inspect the building prior to employees leaving and any deficiencies will be corrected.

The Contractor shall provide to the County the name and phone number of the supervisor and alternate(s) who shall act for the Contractor when the supervisor is absent. This information shall be designated in writing to the Gila County Facilities and Land Management Manager prior to contract start date.

## **EQUIPMENT & SUPPLIES**

- County Provided Equipment

Gila County reserves the right to control all janitorial products and chemicals that will be used in each designated building. Copies of Material Safety Data Sheets on each chemical shall be kept on file.

The County Facilities Management is responsible for ordering Janitorial Supplies and will control inventory of the paper products, chemicals and cleaning products and shall be responsible for storage of these products and chemicals.

- Training: Chemical use training is a requirement of the Contractor and will be provided through Gila County by the Supplier.

▪ **Contractor Provided Equipment**

Contractor shall provide their own equipment to perform the scope of work under this contract. Contractor's equipment must be in good operating condition at all times and must meet Occupational Safety and Health Administration (OSHA) standards. The appearance, cleanliness, and suitability for the job of all equipment must be acceptable to the County Facilities Manager or designee at all times.

- **Safety:** For all operations requiring the placing and movement of the Contractor's equipment, Contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and County personnel.

All ladders, scaffolding, or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operations, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property in and around areas of cleaning operations.

**DAMAGES**

In the event that the Contractor or its employees cause damage to a structure, equipment or other items, the Contractor shall repair or replace the items damaged at actual replacement value and be responsible for all labor and materials expended by the County or another Contractor in connection with the repair or replacement. These specific damages do not limit the Contractor's liability for other unspecified potential damages.

**SPECIFIC REQUIREMENTS**

***Building Areas and Janitorial Standards***

- **Sweeping and Dust Mopping Standards:** Sweeping shall leave the surfaces uniformly clean of all surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping or if necessary, shall be washed. It is intended that all dust and surface contamination except deeply embedded dirt and stains shall be removed by sweeping or mopping with a treated mop. Dirty mops are not acceptable for use.
  1. **Sweeping and Dust Mopping** (Uncarpeted Areas)
    - a. Vestibules, lobbies and entries
    - b. Corridors
    - c. Stairwells, stairs and landings (interior)
    - d. Elevators and elevator vestibules
    - e. Offices, Courtrooms and Conference rooms

- **Dusting and Vacuuming Standards:** Dusting shall be accomplished by means of vacuum cleaners supplemented by chemically treated clean cloths. Oil treatment for cloths will not be permitted. Surfaces shall be cleaned and free from dust after dusting is completed. Dust shall be removed and not scattered around the room. Low dusting includes all surfaces not over six feet from the floor. Venetian blinds shall be dusted with a treated dust cloth by hand or with a vacuum cleaner attachment especially designed for cleaning Venetian blinds. Office equipment such as typewriters, adding machines, calculators and similar instruments shall not be dusted because of possibility of damage. Tops of desks will also be excluded from dusting.

  1. Vacuuming (Carpeted Areas)
    - a. Lobbies and entries (interior)
    - b. Stairwells, stairs and landings (interior)
    - c. Corridors
    - d. Offices, Courtroom and Conference rooms
  2. Dusting and Vacuuming (Low Cleaning-Under 6')
    - a. All furniture and fixtures (i.e.) file cabinets, tables, etc.
    - b. Window sills, ledges, etc.
    - c. Vending Machines
    - d. Stairwells, stairs, landings and railings (interior)
  3. Dusting and Vacuuming (High Cleaning-Over 6')
    - a. Door casings
    - b. Partitions, wood paneling, etc.
  
- **Trash Removal Standards:** All waste baskets shall be emptied and boxes, cans, paper, etc. marked trash which is placed near the trash cans for disposal shall be removed in a manner that will not cause dispersion of dust. Trash shall not be allowed to blow around. Any trash dropped shall be immediately retrieved by the custodian or contractor and properly placed in the trash receptacle.

  1. Trash Removal
    - a. Empty all trash containers, replace liners as needed; DO NOT place leaking trash bags on carpet.
    - b. Dispose of trash in sealed and/or tied plastic bags in outside dumpsters.
  
- **Washing Standards:** Washed surfaces shall be clean and free from all dirt, grease and film including embedded dirt and grease. All small and narrow openings shall be cleaned to the same degree as other surfaces. Surfaces shall be dried and left clean.

  1. General Washing
    - a. Clean and sanitize urinals inside and out
    - b. Clean and sanitize commodes inside and out.
    - c. Clean mirrors
    - d. Clean and sanitize miscellaneous restroom and toilet fixtures.
    - e. Clean and sanitize restroom and toilet floors.
    - f. Clean and sanitize restroom wash basin wall area and toilet wall area.
    - g. Clean and sanitize shower rooms.
    - h. Damp wipe all restroom and locker room ledges and sills.
    - i. Spot clean walls, doors and trim.
    - j. Clean and sanitize water fountains.
    - k. Windows inside and outside of building
    - l. Was baseboards, doors, and door handles
    - m. Clean light switches

2. Washing Glass

- a. Glass shall be washed by application of glass cleaner, rubbed with a cloth and finally polished with a clean soft dry cloth or textile disposable wipers.
- b. Use only soft cloths on Plexiglas.
- c. The washing shall not contaminate adjacent non-glass areas.
- d. Glass shall be left clean and dry, free from film or streaks and any contamination visible when looking through the glass towards natural light source.
- e. Sill and frames shall be damp wiped.

3. Washing Except Glass

- a. All surfaces shall be washed with a mild neutral detergent or quaternary disinfectant-detergent solution following manufacturer's dilution ration.
- b. Surface shall be left clean without streaks.
- c. Scrub brush or scour pad shall be used where necessary to loosen the dirt.

4. Washing in Restroom, Public and Patient Areas

- a. Restroom floors, chairs, tables and mirrors shall be cleaned as specified with quaternary disinfectant-detergent.
- b. Commodes and urinals shall be washed clean with disinfectant-detergent and toilet brush then wiped dry with textile disposable wipers or clean cloths.

- **Damp Wiping Standards:** Surfaces shall be left clean and free from film or streaks upon completion of damp wiping.
- **Disinfecting Standards:** Urinals and commode surfaces shall be disinfected with a concentration of quaternary disinfectant-detergent. It shall be allowed to stand in the fixtures for at least ten minutes. Bowl cleaner shall be used once weekly for lime and iron stain removal except where water conditions require more frequent applications. In these cases, bowl cleaner shall be used twice weekly.
- **Wet Mopping Standards:** After dust mopping, all floors shall be cleaned by wet mopping using quaternary ammonium germicide and shall be free from streaks, stains and film from dirt or soap. There shall be no splashes on walls, baseboards, furniture and furnishings. Wet mopping is also required on all stairwells, stairs, landings & elevator hard floors.

There shall be no mop strings left on the floor. Surface should be dry in a reasonable amount of time. Corners and spaces inaccessible to the mop shall be carefully cleaned and dry. Dirty mops are not acceptable for use.

1. Wet Mopping

- a. All tile, wooden or hard surface floors.

- **Polishing Standards:** This shall be accomplished with metal polish and all surfaces shall be rubbed to a soft gloss with clean both or textile disposable wipers.

1. Brass and Stainless Steel

- a. Clean and polish all brass and stainless steel (i.e. railings, elevators, doorknobs, plumbing fixtures, kick plates, etc.)
- b. Chromium-plated, stainless steel and brass shall be polished with a dry cloth or textile disposable wipers.

- **Spray Buffing Standards (Hard Surfaced Floors):** Spray buffing all lobbies, corridors, and conference rooms, Spray buff product to be of the same manufacturer as floor finish.

- **Spot Cleaning Carpets Standards:** A carpet adequately spot cleaned is free of all stains, deposits, or spills (Exceptions: any stain, contractor has made every attempt to remove by industry standards, and such stain has become permanent to the surface). Care will be taken to use a product or cleaning that will not harm or discolor the carpet fibers or backing.

## DAILY CLEANING SCHEDULE

- Daily
  1. Empty all wastebaskets; transport to specified area for removal. Replace liners as needed.
  2. Clean all entryways and walkways six feet outside of entry.
  3. Sweep or dusts mop all entrances, entryways, and lobbies.
  4. Spot clean all glass and interior partitions.
  5. Clean all restrooms.
    - a. Clean and disinfect all drinking fountains.
    - b. Clean and disinfect all sinks, toilets, and urinals.
    - c. Remove all finger marks from walls, stalls, doors, and light switches.
    - d. Damp wipe all ledges and sills.
    - e. Clean all mirrors and ledges of mirrors.
    - f. Sweep and mop all uncarpeted floors (Including Health Department Exam Rooms)
    - g. Replenish all restroom with paper towels, tissue, and soap.
    - h. Empty and remove trash.
  6. Clean elevators, door tracks, and lobbies.
  7. Remove trash from all buildings to the Shop garbage bin.
  8. Clean all kitchens by sweeping, mopping floors and removing trash only.
  9. Sweep and dust stairwells, stairs, and landings (interior). Wet mop, as needed.
  10. Vacuum all courtrooms and offices with vacuum cleaner.
- Two Times Weekly - (Minimum):
  1. Vacuum all carpeted floors (including under desks) with a vacuum cleaner.
  2. Clean stairwells, steps and tread in the Courthouse using appropriate cleaning machine. Wipe down hand rails.
  3. Dust furniture in lobby areas (top, side, and lower area), fixtures, ledges, and window sills using a treated dust cloth or feather duster.
  4. Remove all finger marks from furniture, fixtures, ledges and sills.
  5. Damp mop all quarry and tile floors.

## GENERAL REQUIREMENTS

- Temporary Work Changes

Locations and janitorial service at the locations may change from time to time pending on the needs of the County. It is possible during the period of this Contract that new locations may be added and some locations removed from the schedule. These location changes shall be processed as an amendment to the contract requiring Board approval and shall result in no penalties to the County.

The County shall have the right to require Contractor's personnel to perform other cleaning duties on the premises as the County shall deem desirable or necessary and Contractor shall promptly comply with such requirements, provided however, that only such of Contractor's personnel who are performing cleaning services of a routine cleaning nature shall be utilized and provided further that the Contractor shall not be required to perform the effected routine cleaning services during such times. No change in payment rate for routine work will be made due to temporary work changes.

▪ Contract Performance

If at any time during the term of the contract the performance becomes unsatisfactory to the County, the Contractor will be directed to provide adequate personnel or otherwise correct the unsatisfactory performance. Any cost to the County directly related to correction of unsatisfactory performance will be deducted from Contractor's billing. Contractor shall do all the work provided in the specifications and shall do additional extra and incidental tasks as may be considered necessary from time to time to complete the work in a satisfactory manner.

▪ Storage Space

Contractor shall store its supplies and equipment in storage areas and custodial closets designated by the County. Contractor agrees to keep these areas neat and clean at all times in accordance with all applicable fire regulations. Basins, sinks and drains will be wiped clean daily and sanitized at least weekly.

**BILLABLE WORK**

▪ Carpet Cleaning Per County Request

Carpet cleaning shall be performed by shampooing or steam cleaning. Carpets must be vacuumed thoroughly prior to shampooing or steam cleaning.

▪ Stripping and Waxing of Floors per County Request

Strip all tile floors, removing all dirt and old wax cleaning out door and baseboards, applying 3 coats of non-slip floor finish.

**INQUIRIES**

Requests for additional information relating to this RFP should be directed to the Purchasing Department at (928) 402-8612, or emailed to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor must not place the Request for Proposal number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 pm, July 21, 2014, will not be answered.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**INSTRUCTIONS TO OFFERORS**

Important: Exhibit "A", Instructions to Bidders and Exhibit "B", Bidders Award Agreement, are basic content to Gila County Bid packages. Individual bids may require different language for instructions and award agreements. Where applicable, such changes will appear in Exhibit "C", Minimum Product Specifications and Information and taken precedence over the language appearing in Exhibits "A & B".

**EXHIBIT "A" INSTRUCTIONS TO BIDDERS**

**Preparation of Sealed Proposal**

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

**Amendments**

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

- 1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 28.

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

**Offer & Acceptance Period**

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

**Discussions**

The County reserves the right to conduct discussion with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

**Public Record**

All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review after contract award notification.

Proposal results ARE NOT provided in response to telephone or written inquiries. A tabulation of proposals received is on file in the Gila County Board of Supervisors Office, and Gila County Website, and available for review after contract award.

**Late Proposals**

Any proposal received later than the date and time specified on the Notice of Request for Proposal will not be considered.

**Submittal Proposal Format**

It is required that One (1) Original and Two (2) copies (3 TOTAL) with **original signatures on all required RFP documents** be submitted. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. **Failure to include all required documents, all with original signatures, may invalidate the bid.**

1. By signature in the offer section of the Offer and Acceptance page 29, Contractor certifies:
  - A. The submission of the proposal did not involve collusion or other anti-competitive practices.
  - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
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 the Proposal deadline.

**The Proposal shall be submitted in a sealed envelope as follows:**

1. A minimum of Three (3) copies, **all with original signatures** shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.
3. The Proposal Title "*Janitorial Service for Northern Gila County*", RFP No., "*042314*", Date "*July 23, 2014*", and time "*3:00 PM*" of Proposal opening shall be written on the outside of the sealed envelope.
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

1. The Gila County Board of Supervisors reserves the right to award the Proposal which is deemed to be in the best interest and most advantageous to the County of Gila.
  - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all Proposals; or portions thereof; or
    3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest, responsive, most qualified, and responsible Contractor. 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 Proposal of any Contractor who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Attorney and Gila County Board of Supervisors.
5. Those Contractors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor 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 Contractors who have submitted a bid proposal for this RFP have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

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

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

**Laws and Ordinances**

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

**EXHIBIT "B" BIDDER AWARD AGREEMENT**

This exhibit shall serve as 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 Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 29, *Bidders Offer Page*, and Exhibit "D" *Bidders Qualification and Certification Forms(s)* pages 21-22.

**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 is based upon the Request for Proposal, Attached Exhibits and Forms, issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP and attached exhibits. All other conditions, specifications and other requirements set forth within the text of the RFP, attached exhibits and forms are incorporated by this reference into this contract. 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 Attorney, shall be deemed non-responsive and the offer rejected. The contract and incorporated RFP with attached exhibits and forms 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.

**Independent Contractor**

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.

**Contract Amendments**

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

**Contract Default**

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

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

**Right to Assurance**

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

**Costs and Payments**

- **Payment:** Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices shall be submitted monthly for services performed under this contract.
- **Payment of Taxes:** The Contractor shall be responsible for paying all applicable taxes.
- **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- **IRS W9 Form:** In order to receive payment the Contractor shall have a current IRS W9 Form on file with the County, unless not required by law.

Note: If County receives a Preliminary Lien Notice from a subcontractor the Contractor will provide Lien Waivers prior to Contractor receiving payment.

**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 Contractor 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 Contractor 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 the 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, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the 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, the 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.

**Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and conditions.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**Indemnification Clause**

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that 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.

**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS**

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide janitorial services for Northern Gila County facilities.

**General Purpose**

1. All product specifications are **minimum**.
2. Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
4. Contractor shall review its Proposal submission to assure the following requirements are met.
  - a. One (1) original and two (2) copies, total of three (3), **all with original signatures** shall be submitted
  - b. Qualification and Certification Forms
  - c. Price Sheet
  - d. References List
  - e. No Collusion Certification
  - f. Intentions Concerning Subcontracting
  - g. Legal Arizona Workers Act Compliance
  - h. Checklist & Addenda Acknowledgment
  - i. Offer Page
  - j. Background Investigation Authorization

**Term and Renewal**

The term of the Contract shall commence upon award and remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the Contract for three (3) more additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and/or minor scope additions and and/or deletions.

**Price Adjustment**

The County may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Board of Supervisors shall determine whether the requested Contract price increase or an alternate option is in the best interest of the County. Any agreed upon Contract price changes will be applied to each specific location under the contract and documented on the renewal amendment as requested.

**Evaluation of Proposal**

Award shall be made to the responsible Offeror whose proposal is determined in to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance and percentage weight.

- a. Cost (50%)
- b. Qualifications and Prior Experience (30%)
- c. Conformity to Submittal Requirements (10%)
- d. References (10%)

**Negotiations with Individual Contractors**

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractor's Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.
  - a. Any Response to a request for Clarification of a Proposal shall be in writing.
  - b. Gila County shall keep a record of all Negotiations.
  
- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
  - a. **Concurrent Negotiations:** Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
  - b. **Exclusive Negotiations:** A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.
  
- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
  - a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
  - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

**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. Policy shall be endorsed to **include master key coverage.**
- b. 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".**
- c. Policy shall be endorsed to **include coverage for "care-custody-control".**

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 Purchasing, 1400 E. Ash St., Globe, AZ 85501**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501**. 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.

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" Bidder Qualifications and Certification**

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 042314 Janitorial Service for Northern Gila County**

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:  
JANI-SERV, INC. 109 W UNIVERSITY DR STE 2 MESA AZ 85201  
BILL@JANISERVINC.COM  
PRINCIPLE: BILL TWILLEY 602-387-0770
2. Has Contractor (under its present or any previous name) ever failed to complete a contract?  
       Yes   X   No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?        Yes   X   No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor's present or any previous name)?        Yes   X   No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. **CONTRACTOR MUST ALSO PROVIDE AT LEAST THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
  - a. A brief history of the Company.
  - 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. Sealed list of "equipment used" in performing the services must accompany proposal submitted by Contractor.
  - f. Gila County reserves the right to request additional information.

REQUEST FOR PROPOSALS NO. 042314

6. Contractor Experience Modifier (e-mod) Rating in Arizona: \_\_\_\_\_  
(If Applicable)

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

7. Current Contractor Business License Number: \_\_\_\_\_  
(If Applicable)

8. Contractor must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.

  
\_\_\_\_\_  
Signature of Authorized Representative

WILLIAM TWILLEY  
\_\_\_\_\_  
Printed Name

OWNER  
\_\_\_\_\_  
Title

REQUEST FOR PROPOSALS NO. 042314

**PRICE SHEET**

Please complete price sheet in its entirety for the services provided in RFP 042314 Janitorial Service for Northern Gila County.

Contractor Name: JANI-SERV, INC.

Phone No.: 602-628-0874

Location	Square Foot	Annual Cost Per Location
Payson Courthouse	13,983	\$ 14,154.84
Health, Rabies, Environmental	4,298	\$ 4,763.28
Community Action/Co-op Extension	1,100	\$ 1,871.64
Administration Building	6,500	\$ 8,519.88
Assessor/Recorder	1,896	\$ 2,885.04
Sheriff's Office	7,340	\$ 8,519.88
Sheriff's Office Jail Administration	Included in Sheriff's office footage	\$ INCLUDED IN SHERIFF'S OFFICE FEE
Justice of the Peace Court	Included in Sheriff's office footage	\$ INCLUDED IN SHERIFF'S OFFICE FEE
<b>TOTAL ANNUAL COST FOR JANITORIAL SERVICE</b>		<b>\$ 40,714.56</b>

BILLABLE WORK: (page 9)	Cost Per Square Foot
Cost for Carpet Cleaning	\$ 0.18
Cost for Stripping & Waxing Floors	\$ 0.25

\*Each location shall be billed separately with location identified on invoice when submitted to Gila County Accounts Payable Department for payment. County Terms "Net 30". Services shall be billed monthly

All applicable taxes shall be included in proposed amount.

REFERENCE LIST

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 Name: CLEANNET USA - UNIVERSITY OF PHOENIX  
Contact: TONI ALFORD  
Phone: 602 488 6165 Address: 2226 W NORTHERN AVE PHX, 85021  
Job Length of Time: 6 Months 1 Years  
Job Description: CLEAN UNIVERSITY OF PHOENIX BUILDINGS.  
APPROX. 1,000,000 SQ. FT. FIVE DAYS A  
WEEK
  
2. Company Name: FRITO-LAY  
Contact: TODD BURSON  
Phone: 602-333-0498 Address: 562 N. 40TH ST PHX AZ 85008  
Job Length of Time: \_\_\_\_\_ Months 6 Years  
Job Description: CLEAN DISTRIBUTION CENTERS IN PHOENIX  
AREA.
  
3. Company Name: FACILITY CLEANING INTERNATIONAL - VERIZON  
Contact: BOBBY BODE  
Phone: 303-292-6200 Address: DENVER, CO  
Job Length of Time: \_\_\_\_\_ Months 2 Years  
Job Description: CLEAN 20+ FLORIDA VERIZON LOCATIONS.

JANI-SERV, INC  
Company Name  
William [Signature]  
Signature of Authorized Representative  
OWNER  
Title

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

STATE OF ARIZONA            )  
  )ss  
COUNTY OF:                 )

WILLIAM TWILLEY  
(Name of Individual)

being first duly sworn, deposes and says:

That he is OWNER  
(Title)

of JANI-SERV, INC. and  
(Name of Business)

That he is bidding on **Gila County BID NO. 042314 JANITORIAL SERVICE FOR NORTHERN GILA COUNTY, GLOBE, AZ, and,**

That neither he nor anyone associated with the said \_\_\_\_\_

JANI-SERV, INC.  
(Name of Business)

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

JANI-SERV, INC.  
Name of Business

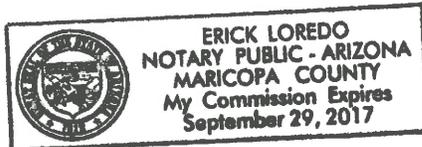
William Twilley  
By

CEO  
Title

Subscribed and sworn to before me this 22 day of JULY, 2014.

[Signature]  
Notary Public

My Commission expires:  
Sep 29, 2017



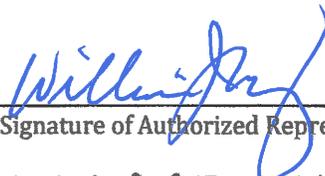
**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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").

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

Any breach of Contractor'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.

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

  
\_\_\_\_\_  
Signature of Authorized Representative

WILLIAM TWILLEY  
\_\_\_\_\_  
Printed Name

OWNER  
\_\_\_\_\_  
Title

**BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (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	✓
PRICE SHEET	✓
REFERENCE LIST	✓
NO COLLUSION IN BIDDING	✓
LEGAL ARIZONA WORKERS ACT COMPLIANCE	✓
CHECKLIST & ADDENDA ACKNOWLEDGMENT	✓
OFFER PAGE	✓
BACKGROUND AUTHORIZATION	✓

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
INITIALS	_____	_____	_____	_____	_____
DATE	_____	_____	_____	_____	_____

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Contractor:

\_\_\_\_\_  
By:

Each proposal shall be sealed in an envelope addressed to the Gila County Purchasing Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 042314 Janitorial Service for Northern Gila County.* All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Guerrero Building, Globe, AZ on or before July 23, 2014, 3:00 pm.

**OFFER AND ACCEPTANCE**

**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.

**Contractor Submitting Proposal:**

JANI-SERV INC  
Company Name  
109 W UNIVERS CTY DR STE 2  
Address  
MESA AZ 85201  
City State Zip  
William Twilley  
Signature of Person Authorized to Sign  
WILLIAM TWILLEY  
Printed Name  
OWNER  
Title

**For Clarification of this Offer, Contact:**

Name: WILLIAM TWILLEY  
Title: OWNER  
Phone No.: 602-387-0770  
Fax: 480-921-3767  
Email: BILL@JANISERVINC.COM

**ACCEPTANCE OF OFFER**  
*(For Gila County use only)*

The Contractor is now bound to provide the materials or services listed in RFP No.: 042314 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. 042314.

**GILA COUNTY BOARD OF SUPERVISORS**

Awarded this 18<sup>th</sup> day of August, 2014

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

**ATTEST**

Laurie J. Kline for:  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM**

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



## WAIVER OF LIABILITY AND RELEASE FORM BACKGROUND INVESTIGATION AUTHORIZATION

I WILLIAM J. TWILLEY hereby give the Gila County Purchasing Department the right  
(Print First, Middle Initial, & Last Name)  
to make a thorough investigation of my background as part of the bidding proposal process for Bid No. 042314.

The term "back-ground investigation" as used in this document refers to any and all information and sources of information that may be deemed necessary to obtain or contact, to determine the offerors fitness as a bid award candidate.

I understand that I do not have to agree to this background investigation, but that refusal to do so may exclude me from consideration for bid award.

I understand that information collected during this investigation will be limited to that appropriate to determining my suitability for the project out for bids and that all such information collected during the investigation will be kept confidential.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the Purchasing Department, its agents or employees.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the Purchasing Department, its agents or employees for any statements, acts or omissions in the course of my background investigation.

I release from liability given by me to the political division, its officers, agents and employees, all others as mentioned above, shall apply to any rights of action arising from the denial of bid award based on information received from the background investigation.

*Please read carefully before signing.*

Signed: William J. Twilley

Date: 7/22/14

Date of Birth: 12.22.49



*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-3352**

**Consent Agenda Item 5. E.**

**Regular BOS Meeting**

**Meeting Date:** 09/15/2015

**Reporting Period:** August 25, 2015, and September 1, 2015

**Submitted For:** Marian Sheppard, Clerk of the Board

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

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**Information**

**Subject**

August 25, 2015, and September 1, 2015, Board of Supervisors' meeting minutes.

**Suggested Motion**

Approval of the August 25, 2015, and September 1, 2015, Board of Supervisors' meeting minutes.

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**Attachments**

BOS 09-01-15 Meeting Minutes

BOS 08-25-15 Meeting Minutes

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**BOARD OF SUPERVISORS MEETING MINUTES  
GILA COUNTY, ARIZONA**

Date: September 1, 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

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via telephone); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Michael Scannell, Deputy County Manager; Jacque Griffin, Assistant County Manager, Librarian; Jefferson R. Dalton, Deputy County Attorney, Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

**Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE - 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. Jeff Hessenius led the Pledge of Allegiance and Minister Robert Howard of First Christian Church in Globe delivered the invocation.

**Item 2 – PRESENTATIONS:**

**A. Presentation of electronic scanning units and accessible voting devices by Election Systems & Software as the Gila County Elections Department's voting equipment is outdated and in need of replacement.**

Eric Mariscal, Elections Department Director, stated that he, as directed by the Board of Supervisors, has sought ways to provide efficient and cost effective Election Day services for the citizens of Gila County. He stated that he and Sadie Bingham, Gila County Recorder, have researched options and established what is needed with regard to Election Day. One of the options is to implement a vote center concept. In order to progress with a vote center concept, new equipment will need to be procured and implemented. He then introduced Daniel Clark, Regional Sales Manager, and Bryan J. Hoffman, Vice President Corporate Sales, from Election Systems & Software, to provide information and demonstrate vote center equipment.

Mr. Hoffman provided background history of Election Systems & Software and showed a video regarding the evolution of technology that has occurred with respect to voting. He and Mr. Clark then demonstrated the Election Systems and Software product line, specifically the DS850, and highlighted key features and benefits of the DS850 which is a high-speed digital ballot scanner and tabulator and sample voter slips were provided to the Board and audience.

Ms. Bingham inquired as to when the ballots would be tabulated and if the County would have the ability to select only features of the new equipment that would be beneficial to the County, and she wanted to ensure the system would be compliance with the Arizona Revised Statutes. Mr. Mariscal replied that the ballots will be delivered to the Elections Department on the night of Election Day and they would be processed by a “night board.” He also explained that if the County decides to use new equipment, it would still require ballot batch management by staff.

Supervisor Marcanti inquired if the new equipment could be functional by the time of the next scheduled election, to which Mr. Mariscal affirmed that the equipment could be ready for use by the next election.

Chairman Pastor stated that he had additional questions and would like to meet with Mr. McDaniel and Mr. Mariscal sometimes after the meeting. Mr. Mariscal agreed and added that he and the Recorder would be meeting with the Board of Supervisors to get input and further discuss moving forward with this endeavor.

### **Item 3 – PUBLIC HEARINGS:**

#### **A. Information/Discussion/Action to adopt Resolution No. 15-09-01 to name one unnamed section of road in Globe as W. Dalmolin Heights.**

Steve Sanders, Public Works Division Director, advised that a petition was received by Rural Addressing to name an unnamed section of private road W. Dalmolin Heights which was approved by Rural Addressing staff. Per Gila County Street Naming and Property Numbering Ordinance No. 11-03, a notice was mailed to the property owners which included the proposed name of W. Dalmolin Heights, map of the area, date for filing objections, and the date scheduled for a public hearing before the Board of Supervisors, there were no written objections received; therefore, adoption of Resolution 15-09-01 is recommended. Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing and asked for a motion from the Board. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 15-09-01 to name one unnamed section of road in Globe as W. Dalmolin Heights. **(A copy of the Resolution is permanently on file in the Board of Supervisors’ Office.)**

**B. Information/Discussion/Action to adopt Resolution No. 15-09-02 to name one unnamed road in the Central Heights area, west of Globe, as N. Gambel Drive.**

Mr. Sanders advised that just as the previous agenda item, Gila County Street Naming and Property Numbering Ordinance No. 11-03 was followed and there were no written objections received from affected property owners; therefore, adoption of the resolution by the Board is recommended. Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing and asked for a motion from the Board. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 15-09-02 to name one unnamed road in the Central Heights area, west of Globe, as N. Gambel Drive. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**C. Information/Discussion/Action to adopt Resolution No. 15-09-03 to name one unnamed road in the Washington Park area, north of Payson, as E. Rim Estates Trail.**

Mr. Sanders advised that just as the previous agenda item, Gila County Street Naming and Property Numbering Ordinance No. 11-03 was followed and there were no written objections received from affected property owners; therefore, adoption of the resolution by the Board is recommended. Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing and asked for a motion from the Board. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 15-09-03 to name one unnamed road in the Washington Park area, north of Payson, as E. Rim Estates Trail. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**D. Information/Discussion/Action to authorize the submission of an application for Federal FY 2015 State Community Development Block Grant (CDBG) funds in the amount of \$113,169 that will be used for two proposed CDBG housing rehabilitation projects in Gila County.**

Malissa Buzan, Community Services Division Director, stated that this item is in order to receive any public comment and she provided information that this is a yearly regional funding source allocated to cities, town and counties within the State of Arizona. The funding will be used to provide two single-family home rehabilitations to two eligible residents in Gila County. Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing and asked for a motion from the Board. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized the submission of an application for Federal FY 2015 State Community Development Block Grant (CDBG) funds in the amount of

\$113,169 that will be used for two proposed CDBG housing rehabilitation projects in Gila County.

**E. Information/Discussion/Action to approve two liquor license applications submitted by Sheila Lynn Marcum for Sheila's Creekside Steakhouse and Tavern located in Payson, as follows: 1) Order No. LL-15-03 for a person transfer of a Series 7 beer and wine license with an interim permit to operate; and 2) Order No. LL-15-04 for a new Series 12 restaurant license with an interim permit to operate.**

Marian Sheppard, Clerk of the Board, stated that Sheila Lynn Marcum has submitted two applications for the establishment located at 1520 E. Christopher Creek Loop in Payson. The applications have undergone an internal review process with several departments having no objections. Also, there were no written objections received from the public. It is recommended that an approval recommendation from the Board be conveyed to the Department of Liquor Licenses and Control. Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing and asked for a motion from the Board. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved two liquor license applications submitted by Sheila Lynn Marcum for Sheila's Creekside Steakhouse and Tavern located in Payson, as follows: 1) Order No. LL-15-03 for a person transfer of a Series 7 beer and wine license with an interim permit to operate; and 2) Order No. LL-15-04 for a new Series 12 restaurant license with an interim permit to operate.

Chairman Pastor advised that he received a request to table Regular Agenda Item 4-G for further financial review. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously tabled Regular Agenda Item 4-G to a future meeting for further financial review.

**Item 4 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to adopt Resolution No. 15-09-05 to amend Bylaws of the Eastern Arizona Counties Organization to allow for the addition of new members, and to accommodate utilization of new technologies.**

Jacque Griffin, Assistant County Manager/Librarian, stated that the Eastern Arizona Counties Organization (ECO) was established by the Apache, Gila, Graham, Greenlee, and Navaho County Boards of Supervisors in 1993 to address and advocate for issues relative to those counties. Since that time additional Arizona counties have requested to join ECO. Cochise County formally requested membership earlier this year; however, it was discovered that the Bylaws did not include language to add additional memberships. Also, modern technology and electronic communication makes provisions of the

Bylaws obsolete with respect to posting requirements, meeting notices, and allowable types of attendance at meetings. Part of the process of additional membership in ECO is that each member county must approve the amended Bylaws respectively. Vice-Chairman Martin confirmed that Cochise County has asked to be a member in ECO and Santa Cruz County may submit a request in the near future. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 15-09-05 to approve the amended Bylaws of the Eastern Arizona Counties Organization to allow for the addition of new members, and to accommodate utilization of new technologies. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**B. Information/Discussion/Action to approve the amended Intergovernmental Agreement (IGA) between the counties of Apache, Gila, Graham, Greenlee, Navajo and Cochise, Arizona to participate in, support and endorse the actions and decisions of the Eastern Arizona Counties Organization (ECO) which are in compliance with the adopted Bylaws of the organization; authorize the Chairman to sign the IGA; and, authorize the appointed member to sign the updated signature page of the Bylaws.**

Ms. Griffin stated that the newly adopted amended ECO Bylaws allow for the additional membership of Cochise County; however, to formally include Cochise County in ECO, execution of a new IGA between all six counties is required. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved the amended Intergovernmental Agreement (IGA) between the counties of Apache, Gila, Graham, Greenlee, Navajo and Cochise, Arizona to participate in, support and endorse the actions and decisions of the Eastern Arizona Counties Organization (ECO) which are in compliance with the adopted Bylaws of the organization; authorized the Chairman to sign the IGA; and, authorized the appointed member to sign the updated signature page of the Bylaws.

**C. Information/Discussion/Action to adopt Resolution No. 15-09-04 respectfully requesting the United States Congress to release the balance of funding for the Payment in Lieu of Taxes (PILT) program for Fiscal Year 2015 without delay, and provide full mandatory funding to the PILT program for Fiscal Year 2016 and into the future.**

Don McDaniel, County Manager, advised that this type of resolution is adopted annually to request the release of funding for the Payment in Lieu of Taxes (PILT) program. This year the resolution is different in that it also requests that the balance of funding from the last funding cycle, 2015, which was not fully released, as well as the 2016 PILT funding, be released to Gila County. Chairman Pastor inquired if the amount of PILT funding the County would receive was known, to which Mr. McDaniel said the amount of PILT funds to be released to Gila County (specifically) is not known. Vice-Chairman Martin

commented that “we just need to stay on them.” Supervisor Marcanti added that he met with Senator Flake and expressed the County’s concern with regard to PILT funding. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 15-09-04 respectfully requesting the United States Congress to release the balance of funding for the Payment in Lieu of Taxes (PILT) program for Fiscal Year 2015 without delay, and provide full mandatory funding to the PILT program for Fiscal Year 2016 and into the future. **(A copy of the Resolution is permanently on file in the Board of Supervisors’ Office.)**

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adjourned as the Gila County Board of Supervisors and convened as the Gila County Library District Board of Directors.

**D. Information/Discussion/Action to approve Library Service Agreements for Globe, Hayden, Isabelle Hunt (Pine), Miami, Payson, San Carlos, Tonto Basin, and Young public libraries for the period July 1, 2015, to June 30, 2016.**

Ms. Griffin stated that this item is to approve the eight annual library service agreements which facilitate funding and resource sharing for the continued provision of library services throughout Gila County. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Library Service Agreements for Globe, Hayden, Isabelle Hunt (Pine), Miami, Payson, San Carlos, Tonto Basin, and Young public libraries for the period July 1, 2015, to June 30, 2016.

**E. Information/Discussion/Action to authorize the submission of a State Grants-In-Aid Application by the Gila County Library District to the Arizona State Library, Archives and Public Records, Library Development Division, for fiscal year 2016 in the amount of \$23,000 designated to Gila County for the period July 1, 2015, through June 30, 2016.**

Ms. Griffin explained that this is an annual non-competitive grant which means that the County has only to apply for the grant to receive it. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized the submission of a State Grants-In-Aid Application by the Gila County Library District to the Arizona State Library, Archives and Public Records, Library Development Division, for fiscal year 2016 in the amount of \$23,000 designated to Gila County for the period July 1, 2015, through June 30, 2016.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adjourned as the Gila County Library District Board of Directors and convened as the Gila County Board of Deposit.

**F. Information/Discussion/Action to approve Amendment No. 1 to Contract No. 011312-1 Primary Banking Service with JPMorgan Chase Bank, N.A. to extend the contract term for a two-year period, from July 1, 2015, to June 30, 2017, at the rates established and agreed to pursuant to Contract No. 011312-1.**

Jeff Hessenius, Finance Division Director, stated that in April 2012, the County issued Invitation for Proposals No. 011312-1 to provide primary banking services for the Treasurer's Office. Three qualified banking institutions submitted proposals. At the June 5, 2012, Board of Supervisors' meeting, the Gila County Board of Deposit awarded the contract to JPMorgan Chase Bank, N.A. On June 26, 2014, the State of Arizona Legislature revised the policies and procedures under Title 35, Chapter 10, for pooled collateral. This change has been incorporated into the Amendment No. 1 to Contract No. 011312-1 - Primary Banking Service and there were no changes to the rates. The Treasurer is pleased with the quality of service and professionalism provided by JPMorgan Chase Bank and she wishes to proceed with this amendment to extend the contract for an additional two years. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Amendment No. 1 to Contract No. 011312-1 - Primary Banking Service with JPMorgan Chase Bank, N.A. to extend the contract term for a two-year period, from July 1, 2015, to June 30, 2017, at the rates established and agreed to pursuant to Contract No. 011312-1.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adjourned as the Gila County Board of Deposit and reconvened as the Gila County Board of Supervisors.

**G. Information/Discussion/Action to review all bids submitted for Invitation for Bid No. 032315-1 - Copper Administration Building-Interior Renovation; award to the lowest, most responsible and responsive qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder for an amount of \$1,038,000, with the project to be substantially complete within 150 calendar days from the Notice to Proceed date, with final completion no later than 30 days from date of substantial completion.**

Regular Agenda Item 4-G was tabled to a future meeting.

**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 Amendment No. 1 to an Intergovernmental Agreement (Contract No. ADES15-089113) between the Arizona Department of**

**Economic Security and Gila County Division of Community Services, Community Action Program, to provide case management and community services to eligible Gila County residents in the amount of \$11,250 which will increase the reimbursement ceiling to \$301,731 for the period of July 1, 2015, through June 30, 2020.**

**B. Approval to extend the term of a contract with Blackstone Security Services, Inc., whereby the contractor will provide armed security manpower for the safety of the public and employees at the Gila County Globe Courthouse in the amount of \$82,750 for one additional year, from September 16, 2015, to September 15, 2016.**

**C. Approval of Amendment No. 4 to Professional Services Contract No. 062813-Medical Examiner Services between Gila County and Mark A. Fischione, M.D., PLC to increase the current contract amount from \$70,000 to \$110,000 for the contract term from January 7, 2015, to January 6, 2016.**

**D. Approval of an Application for Extension of Premises/Patio Permit submitted by Randy D. Nations to temporarily extend the premises where liquor is permitted to be sold at the Sidewinders Tavern & Grill, which is located in Pine, Arizona at an event to be held on September 19, 2015.**

**E. Approval of a Special Event Liquor License Application submitted by Gila County Fair, Inc. to serve liquor at an event to be held at the Gila County Fairgrounds in Globe on September 17-20, 2015.**

**F. Acknowledgment of the July 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.**

**G. Acknowledgment of the July 2015 activity report submitted by the Payson Regional Justice of the Peace's Office.**

**H. Acknowledgment of the July 2015 monthly activity report submitted by the Payson Regional Constable's Office.**

**I. Acknowledgment of the July 2015 and September 2014 monthly activity reports submitted by the Globe Regional Constable's Office.**

**J. Acknowledgment of the July 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.**

**K. Acknowledgment of the July 2015 monthly activity report submitted by the Recorder's Office.**

**L. Approval of the August 17, 2015, Board of Supervisors' meeting minutes.**

**M. Acknowledgment of the Human Resources reports for the weeks of August 4, 2015, August 11, 2015, August 18, 2015, and August 25, 2015.**

**AUGUST 4, 2015**

**DEPARTURES:**

1. Jonathan Bearup – Superior Court – Deputy Court Administrator – 07/31/15 – General Fund – DOH 04/08/09

**NEW HIRES:**

2. Evelyn Guevera – Community Services – Administrative Clerk Senior – 08/10/15 – GEST (.60)/CAP(.40) Funds – Replacing Melvina Takala-Griffin
3. Ian Uptain – Sheriff's Office – Detention Officer – 08/10/15 – General Fund – Replacing Christy Buchanan
4. Mariah Campagna – Sheriff's Office – Detention Officer – 08/10/15 – 5. General Fund – Replacing Michael Fucci
5. Vincent Hilliard – Sheriff's Office – Detention Officer – 08/10/15 – General Fund – Replacing Richard Stockwell

6. Jasmine Gingras – Health and Emergency Services – Staff Nutritionist – 08/17/15 – WIC (.99)/Commodity Supplement Food Program (0.1) Funds – Replacing Samantha Jerome

**END PROBATIONARY PERIOD:**

7. Brian Buchanan – Sheriff's Office – Detention Officer – 07/28/15 – General Fund
8. Veronica Chaidez – Clerk of Superior Court – Courtroom Clerk Technician – 08/25/15 – General Fund
9. Kelly Jones – Public Works – Administrative Clerk Specialist – 08/08/15 – Facilities Management Fund

**OTHER ACTIONS:**

10. Sarah Chavez – Health and Emergency Services – Accounting Clerk – 07/01/15 – Various Funds – Change in fund codes

**AUGUST 11, 2015**

**DEPARTURES:**

1. Philip York – Probation – Juvenile Detention Officer – 08/08/15 – General Fund – DOH 10/06/14

**NEW HIRES:**

2. Jerome Wallace – Probation – Juvenile Detention Officer – 08/17/15 – General Fund – Replacing Kathleen Miranti
3. Bret McDaniel – Probation – Juvenile Detention Officer – 08/17/15 – General Fund – Replacing Anthony Dosela Jr.
4. Kevan Ford – Community Services – From Temporary WEX Participant – To Administrative Clerk Senior – 08/17/15 – Various Funds – Replacing Lydia Morales

**END PROBATIONARY PERIOD:**

5. Daniel Lowe – Probation – Deputy Probation Officer 2 – 08/19/15 – Adult Intensive Probation Supervision Fund
6. Pamela Alvino – Treasurer’s Office – Accounting Clerk Specialist – 08/15/15 – General Fund
7. Tiffiney Sanchez – Treasurer’s Office – Accounting Analyst – 08/15/15 – General Fund

DEPARTMENTAL TRANSFERS:

8. Robert Swinford – County Attorney’s Office – From Deputy County Attorney – To Deputy County Attorney Senior – 08/17/15 – From Cost of Prosecution Reimbursement Fund – To General Fund – Replacing Lauren Ramirez

OTHER ACTIONS:

9. Arthur Power IV – Public Works – Building Maintenance Technician – 08/13/15 – Facilities Management Fund – Changing resignation date from 08/06/15 to 08/13/15
10. Joshua Beck – Health and Emergency Services – Emergency Management and Public Health Emergency Preparedness Manager – 07/27/15 – From Bio Terrorism Program (.60)/General(.40) Funds – To Bio Terrorism Program (.30)/General(.70) Funds – Change in fund codes
11. Nicholas Montague – Community Services – Fiscal Services Manager – 07/01/15 – Various Funds – Change in fund codes
12. Gabriel Eylicio – Community Services – Housing Project Administrator – 07/01/15 – From Housing – To Housing(.50)/Housing Rehabilitation(.50) Funds – Change in fund codes
13. Celena Cates – Health and Emergency Services – Executive Administrative Assistant – 08/17/15 – Health Service (.75)/Public Health Accreditation (.25) Funds – To Health Service (.50)/Public Health Accreditation (.50) Funds – Change in fund codes

REQUEST TO POST:

14. County Attorney’s Office – Deputy County Attorney – Vacated by Robert Swinford

**AUGUST 18, 2015**

DEPARTURES:

1. William McDaniel – Public Works – Building Maintenance Technician Senior – 09/25/15 – Facilities Management Fund – DOH 06/09/08
2. Anthony Martinez – Sheriff’s Office – 911 Dispatcher – 07/27/15 – General Fund – DOH 07/27/15
3. Briana Goss – Sheriff’s Office – Temporary Accounting Clerk Specialist – 07/29/15 – General Fund – DOH 07/29/15

NEW HIRES:

4. Cody Trotter – Sheriff’s Office – Detention Officer – 08/31/15 – General Fund – Replacing Joseph Cook
5. Adela Valenzuela – Public Fiduciary – Public Fiduciary Finance Specialist – 08/24/15 – General Fund – Replacing Antonella Campos

TEMPORARY HIRES TO COUNTY SERVICES:

6. Ernest Salcido – Constituent Services 2 – Temporary Laborer – 08/24/15 – Constituent Services 2 Fund – Replacing Tannyn Garcia

END PROBATIONARY PERIOD:

7. Devin Alvarez – Public Works – Building Maintenance Technician – 08/23/15 – Facilities Management Fund

8. Jessie Perez – Sheriff's Office – 911 Dispatcher – 09/15/15 – General Fund

DEPARTMENTAL TRANSFERS:

9. Karen Yanez – From Clerk of Court – To County Attorney's Office – From Courtroom Clerk Title IV-D – To Legal Secretary Senior – 08/31/15 – From General Fund – To General(.10)/A G Victim Rights (.90) Funds – Replacing Terry Dalton

10. Debra Blevins – Health and Emergency Services – From Administrative Clerk Senior – To Accounting Analyst – 08/24/15 – From Immunization Fund – To Various Funds – Replacing Debra Blevins

OTHER ACTIONS:

11. Leitha Griffin – Community Services – Administrative Assistant – 07/01/15 – Various Funds – Change in fund codes

12. Dana True – Community Services – Accounting Clerk Senior – 07/01/15 – Various Funds – Change in fund codes

13. Malissa Buzan – Community Services – Director of Community Services – 07/01/15 – Various Funds – Change in fund codes

REQUEST TO POST:

14. Clerk of Court – Courtroom Clerk Title IV-D – Vacated by Karen Yanez

15. Recorder's Office – Voter Outreach Assistant – Vacated by Louise Talahytewa

16. Recorder's Office – Recorder's Clerk – Vacated by Shealene Stidham

17. Recorder's Office – Recorder's Clerk Senior – Vacated by Shealene Stidham

18. Assessor's Office – Mapping Technician – Vacated by Sue Pontel

19. Assessor's Office – Property Appraiser 1 – New position

20. Finance – Buyer – Vacated by Joni Erwin

**AUGUST 25, 2015**

DEPARTURES:

1. Joni Erwin – Finance – Buyer – 08/22/15 – General Fund – DOH 01/21/14

2. Amanda Olvera – Health and Emergency Services – Animal Care Worker – 08/28/15 – Rabies Control Fund – DOH 06/02/14

END PROBATIONARY PERIOD:

3. Calley Anderson – County Attorney's Office – Deputy County Attorney – 09/02/15 – General Fund

4. Micah Wheeler – Assessor's Office – Property Appraiser I – 08/23/15 – General Fund

5. Jessica Lopez – Assessor's Office – Property Appraiser I – 09/09/15 – General Fund

DEPARTMENTAL TRANSFERS:

6. Joseph Williams – Assessor's Office – From Property Appraiser II – To Chief Deputy Assessor – 08/31/15 – General Fund – Replacing Lisa Romo

7. Erika Pisano – Probation – From Deputy Probation Officer II – To Deputy Probation Officer IV – 08/24/15 – From General Fund – To JPSF (.78)/ Weekend Res Center (.22) Funds – Replacing Patrice Goodman
8. Marcos Diaz – Probation – From Surveillance Officer – To Deputy Probation Officer I – 08/24/15 – From General(.50)/Adult Probation Service Fees(.50) Funds – To General Fund – Replacing Erika Pisano

REQUEST TO POST:

9. Health and Emergency Services – Animal Care Worker – Vacated by Amanda Olvera
10. Health and Emergency Services – Administrative Clerk Senior – Vacated by Debra Blevins
11. Assessor’s Office – Property Appraiser I – Vacated by Joseph Williams

**N. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of August 3, 2015, through August 7, 2015; and August 10, 2015 through August 14, 2015.**

**O. Approval of finance reports/demands/transfers for the weeks of August 25, 2015, and September 1, 2015.**

**August 25, 2015**

\$627,587.20 was disbursed for County expenses by check numbers 272062 through 272189.

**September 1, 2015**

\$2,101,146.57 was disbursed for County expenses by check numbers 272190 through 272339. **(An itemized list of disbursements is permanently on file in the Board of Supervisors’ Office.)**

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda Action Items 5A – 5O.

**Item 6 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were no comments from the public.

**Item 7 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the 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.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:20 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MINUTES  
GILA COUNTY, ARIZONA**

Date: August 25, 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

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Michael Scannell, Deputy County Manager; Bryan Chambers, Deputy County Attorney/Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

**Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE**

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Bryan Chambers led the Pledge of Allegiance.

**Item 2 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion regarding an update on the accomplishments and activities of the Gila County Public Fiduciary Department.**

Tiffany Poarch, Public Fiduciary, and Laura Short, Deputy Public Fiduciary, presented a Microsoft PowerPoint slide presentation and provided information regarding the function, responsibilities, and best practices of the Public Fiduciary Department as follows:

Currently the Public Fiduciary staff is comprised of Tiffany Poarch, Public Fiduciary (licensed Principal); Laura Short, Deputy Public Fiduciary (licensed Fiduciary); Karen Miller, Services Specialist Senior (licensed Fiduciary); Patty Comstock, Services Specialist; Antonella Campos, Services Specialist; Adela Valenzuela, Finance Specialist; Stephanie Chaidez, Administrative Clerk; and John S. Perlman, Attorney at Law.

A fiduciary is someone who for a fee serves as a court appointed guardian or conservator for one or more persons who are unrelated to the fiduciary. A fiduciary accepts the responsibility for taking care of the needs or property of another person for the benefit of that person. The fiduciary serves in a role of trust. The person served by the fiduciary places trust in the fiduciary to manage his or her affairs solely for his/her benefit. The element of trust becomes crucial when the person receiving services is frail, vulnerable and incapacitated.

The office of the Public Fiduciary was established by the 1974 legislature to serve as a “fiduciary of last resort” for individuals and a decedent’s estate in need of guardianship, or conservatorship or public administration where there is no person or corporation qualified and willing to act in such capacity. Most of the clients of the Public Fiduciary are indigent or have limited assets. This result in the Public Fiduciary’s office having a caseload where there is little or no money involved, the behavior of the parties involved are too difficult, or the circumstances are complex or bizarre.

In Arizona there are several types of businesses that fall under the definition of Fiduciary, as follows: 1) Individuals - Those persons serving as licensed fiduciaries of an independent agency or business entity; 2) Business Entities - Licensed fiduciaries whose business operation has been filed with the Secretary of State and the Corporation Commission; 3) Government Fiduciaries - Arizona has fifteen county public fiduciary offices, divisions of county government and the Arizona Department of Veteran’s Services, a state agency; and 4) Non-Profit Fiduciaries - such as ARC (an advocacy group for the disabled), a guardianship program falls under the non-profit umbrella agency.

The professional fiduciary must be licensed with the Arizona Supreme Court individually and as a business entity, if applicable, prior to accepting court appointments. Licensure is granted by the Supreme Court through testing, and a fingerprint/background check.

Public Fiduciaries are appointed by the Board of Supervisors of each county. Cases are appointed to the Public Fiduciaries by Superior Court judges. Gila County service specialists and finance specialists must be licensed after completing three years of hands-on training, (or one year of training with a Bachelor’s Degree) under the direct supervision of the Public Fiduciary.

A referral is appropriate any time one feels they know of a vulnerable or incapacitated person who is a victim of abuse (physical, sexual, psychological, emotional or financial) or in danger of abandonment, neglect or self-neglect. Arizona Revised Statute (A.R.S.) §46-455 states a person who has been employed to provide care to an incapacitated or vulnerable person and who

causes or permits the life or health of the adult to be endangered is guilty of a Class 5 felony. Referrals come from a number of sources such as neighbors, friends, family members, self, caregivers, Adult Protective Services, law enforcement agencies, health department and other social service agencies. The Public Fiduciary, as the last resort option, seeks alternative agencies or individuals to serve. Family members always have priority if willing to serve. Chairman Pastor inquired as to the level of confidentiality that is maintained through the referral process. Ms. Poarch assured him that complete confidentiality is upheld and continued with the presentation. The fiduciary is responsible for gathering information to make a decision as to the need for appointment. An internal investigation is done through thorough contact and assessment of the referred case and a determination is made whether the potential ward:

- Will suffer a financial loss if their assets are not protected?
- Will benefit by having a fiduciary?
- Is at physical risk?
- Has exhausted all other suitable service providers?

Petition for Appointment: Legal orders are drawn up by the Public Fiduciary's attorney. A hearing is scheduled with the Superior Court. The judge appoints a court investigator, attorney, and physician to visit with the proposed ward (client). On the date of the scheduled hearing, a Superior Court judge reviews all reports, hears any necessary testimony (including that of the proposed ward, if available) and the petition is either approved or denied. Chairman Pastor inquired as to the reason a petition for guardian appointment would be denied and what happens if a petition is denied. Ms. Poarch stated that a petition is not made unless there is sufficient evidence of incapacity. The petition is usually accompanied by a referral from a physician stating that the person is incapacitated; therefore, would need guardianship. He then asked if there was a conflict with Mr. Perlman, (Public Fiduciary Attorney) since he has other obligations. Ms. Poarch stated that Mr. Perlman has made the Public Fiduciary his priority and there are no issues with the availability.

Mental Health Guardianship: Pursuant to A.R.S. §14-5312.01, a guardian can consent to psychiatric and psychological care and administration of psychotropic medications. Care and treatment must take place outside a level one behavioral health facility licensed by the Department of Health Services. Pursuant to A.R.S. §39-501, a guardian can consent for inpatient mental health care and treatment, including placement in a level one behavioral health facility. The court gives authority to the guardian to consent for the ward to receive inpatient mental health care and treatment. Chairman Pastor asked for clarification regarding a level one behavioral health facility. Ms. Poarch replied that it is a 24-hour lock-down facility. Jon Cornell, KQSS radio station

reporter, stated that when an elderly or disabled person doesn't want guardianship, could they stop the process? Ms. Short replied that every client that is petitioned for guardianship is represented by an attorney, and the attorney is there to represent the wishes of the client. If there is no need for guardianship, it is the responsibility of the attorney to convey the wishes of the client to the court. She added that at any time a client may request, through their attorney, to terminate the guardianship. Ms. Poarch added that if a guardianship is terminated, it's usually because a client has reached their goal of being able to function without guardianship. The client may have been incapacitated at the beginning of the guardianship and over the years gain improved capacity with regimented use of medication, gaining employment and participating in community services programs provided for them to help them succeed and function well in the community. Vice-Chairman Martin inquired if there are any cases of the Public Fiduciary taking back a client who has left guardianship. Ms. Poarch replied that there is only one case that she could think of which a mother took the guardianship over and has recently requested that the daughter be returned to the Public Fiduciary for guardianship. Vice-Chairman Martin inquired if the above mentioned level one facility is located in Gila County, to which Ms. Poarch replied that the level one facility is not located in Gila County, but there are facilities in Tucson, Phoenix, and Flagstaff that are available for Gila County to send clients; however, it is dependent on the availability of a bed. Vice-Chairman Martin inquired if there are issues as to accommodating family visitation of the client. Ms. Poarch stated that this is a factor, both positive and negative. She further clarified that with regard to the 14 plus mental health powers, there is the regular guardianship and the 14 plus mental health powers guardianship on top of that which lasts for one year; every year the case is brought back to the judge for re-appointment of mental health powers guardianship if necessary. Ms. Short added that after placement in a level one facility, the client's attorney is notified within 48 hours so that the client has representation. Chairman Pastor asked Ms. Poarch to provide him with the statistical information regarding the 14 plus mental health powers clients. Vice-Chairman Martin requested that anything provided to the Chairman be provided to all of the Board members, to which Ms. Poarch agreed.

Mr. Cornell inquired if the Public Fiduciary serves clients who live on the San Carlos Apache Tribe reservation. Ms. Poarch stated that she has received referrals for Native Americans; however, those clients do not reside on the reservation.

Public Fiduciary Statistics:

Globe	39	Queen Creek	1
Payson	11	Scottsdale	3

Tucson	1	Peoria	1
Apache Junction	2	Phoenix	9
Flagstaff	1	Mesa	7
Casa Grande	2	Sedona	1
Glendale	1	Mammoth	1
Guardian Only	57		
Guardian/Conservatorships	10		
Conservatorships	9		
Pending	2		
Decedent Estates	4		
Courtesy Visits	3		
Guardian Ad Litem	0		
Title 14+	9		

85 active cases

2014 –

32 Referrals: 13 denied, 9 Appointments,  
7 Deceased, 5 Released

2015 – (8 Months)

15 Referrals (so far): 5 denied, 9 Appointments,  
4 Deceased, 2 Pending Release

Chairman Pastor asked if a client needs to be placed in a level one facility and the placement is outside of the County, is consideration given to placing that individual near family members? Ms. Poarch replied that there is very little family involvement; however, the attempt is made to keep the client as close as possible to family. Vice-Chairman Martin inquired if 85 active cases is a large number. Ms. Poarch responded that the numbers for Gila County are average and that number has been the same for years. Ms. Short added that the client placed in Sedona was done so at the request of a family member in order to be close by for visitation. Ms. Poarch added that, at her request, the Public Fiduciary in Sedona provides courtesy visits to that local client. Ms. Poarch advised that she visits each client every other month.

Client Location Percentages: Globe 49%; West Valley 18%; Payson 14%; East Valley 13%; Casa Grande 3%; Tucson 1%; Sedona 1%; Mammoth 1%.

Expenses of Guardianship and Conservatorship: Filing fees charged by the Clerk of the Court; fees charged by the petitioner's (Public Fiduciary's) attorney; fees charged by the proposed ward's attorney; medical examination costs

(physician's report); court investigator costs; bond premiums (private fiduciary only).

Supervisor Marcanti inquired if any personal property of a client is used to pay for debts owed by the client. Ms. Short replied that personal property belonging to the client is given to the family if they can be located or it is donated. Ms. Poarch added that it depends on the value of the property; if it can be sold to help pay for their care, that is what is done. If it appears to be a family heirloom, it is held for a time in the hope that a family member will claim the item or items.

Ms. Poarch reviewed the fees charged by her office, which must be approved by the Gila County Board of Supervisors, approved by the Superior Court presiding judge, and approved annually by a Superior Court judge on each case. She added that fees are collected only when a ward's necessities have been met. Chairman Pastor inquired if the County could "write off" uncollected fees. Don McDaniel, County Manager, replied that it is not allowable to "write off" uncollected fees. Chairman Pastor inquired if Gila County's Public Fiduciary's fees are comparable to other counties, to which Ms. Poarch affirmed that they are comparable. She then reviewed the rights which are lost upon a court declaring a person to be incapacitated.

Ms. Poarch reviewed the process for assigning cases to case managers and the general principles that are utilized to make decisions on behalf of the client. She also reviewed the duties of a case manager.

Ms. Poarch explained that in some cases, an appointment made to the public fiduciary is due to an act of abuse or financial exploitation upon a vulnerable person. If there is evidence of abuse, unnecessary transfer of property or unexplained expenditures, the assistance of the county attorney for investigation and possible legal action will be sought.

Within 90 days after appointment, a conservator shall prepare and file with the court an inventory of the estate owned by the protected person on the date of the conservator's appointment, recording pictorially and indicating the fair market value. Ms. Poarch stated that sometimes there are cases of a person being a hoarder, and it is necessary to clean out the home (she provided photos of one hoarder's home). Chairman Pastor inquired if any other County departments offer assistance with cleanup. Ms. Poarch replied that clients receive utility assistance from the County Community Services Division, and the Sheriff's Office has offered trustees to help with moving large items out of clients homes.

Ms. Poarch explained that her office has many statutorily required reporting responsibilities for clients. A guardianship report is presented to the Superior Court each year, on or before the appointment date for every client which includes the client's address, caregiver name and contact information; name of case manager; number of visitations in the past year by Public Fiduciary's office; client's daily activities or employment; medical information/current condition/and name and contact information of physicians. In addition to the guardianship report, the Public Fiduciary must submit an itemized accounting to the Superior Court for approval which must include all income received; all expenditures with explanation of expense; any real property and its value Investments (CDs, burials, money market accounts); and any fees sought by the Public Fiduciary for services provided.

An explanation of the process was also provided regarding the appointment of a personal representative upon the death of a ward (client). A fiduciary is required to notify the court within 10 days of the client's passing. If after 40 days from the death of the ward no one has come forward to request to be appointed personal representative of the estate, the fiduciary shall petition the court to be appointed. If a qualified person is appointed as personal representative, the fiduciary shall enter a claim against the estate for services rendered and turn all assets over to the personal representative. A final accounting for the client must also be filed with the court. Once the final accounting is approved and all assets have been distributed, the fiduciary must file a Petition for Final Discharge.

Ms. Short explained the process for indigent burials. Currently, Gila County allows \$410 for a non-veteran burial and \$560 for a veteran burial. The Public Fiduciary's budget for indigent burials is \$3,000; however, last fiscal year approximately \$5,480 was spent. In 2014, Gila County received 8 applications and authorized indigent burials for 6 individuals. The cost of one burial was recovered by affidavit through a bank account as allowed by statute. In 2015, Gila County has received 12 applications and authorized burials for 10 individuals. Chairman Pastor inquired if it would be less expensive to authorize cremation rather than ground burial of deceased indigent clients. Ms. Poarch replied that the cost to the County is the same. Gila County doesn't allow cremation, but does allow family to authorize cremation to reduce the burden on the funeral home.

Supervisor Marcanti stated that with the checks and balances in place regarding the Public Fiduciary, he couldn't see where any mismanagement of funds could take place. Chairman Pastor stated that he now has a better understanding of the Public Fiduciary Department and he appreciated the presentation. Mr. McDaniel added that the subject of Public Fiduciary could potentially elicit emotions and difficulty and there is none. He added that it is

a tribute to Ms. Poarch's well-managed department. Chairman Pastor agreed. Vice-Chairman Martin stated that Ms. Poarch manages her department with compassion and grace and asked if there was anything the Board could do locally or at the State level to assist her. Ms. Poarch replied that usually the problems she encounters are legislative and that the Board of Supervisors has been very responsive to her needs, wants and concerns to manage the Public Fiduciary Department effectively.

**Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were no comments from the public.

**Item 4 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.**

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:10 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

**ARF-3346**

**Consent Agenda Item**

**5. F.**

**Regular BOS Meeting**

**Meeting Date:** 09/15/2015

**Reporting Period:** August 21, 2015; and August 28, 2015

**Submitted For:** Jeff Hessenius, Finance Director

**Submitted By:** Jeannie Sgroi, Contracts Administrator, Finance Division

**Submitted By:** Jeannie Sgroi, Contracts Administrator, Finance Division

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**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 8-21-15; and 8-28-15.

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of August 17, 2015 through August 21, 2015, and August 24, 2015 through August 28, 2015.

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**Attachments**

Report for County Manager Approved Contracts Under 50,000 for Weeks Ending 8-21-15 and 8-28-15

Service Agreement No. 080615-3-Spray Systems

2015-2016 Maintenance Agreement-Thomas Reprographics

Amendment No. 2-TAPI

Amendment No. 1 Glass Masters 082114

Service Agreement No. 081215-1-JCG Technologies

Authorization to use State Contract with Western Technologies

Authorization to utilize Maricopa County contract with Empire

Service Agreement No. 072715-Azteca Glass

Amendment No. 1-Dutchaire LLC

Amendment No. 3-Experienced Fire Sprinkling

Service Agreement No. 081915-2-Durham Communications

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**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**

*August 17, 2015 thru August 21, 2015*

<b>Number/Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
080615-3 Spray Systems Environmental	Service Agreement No. 080615-3 Asbestos Abatement of 110 W. Main Street in Payson	\$13,760.00	8-19-15 to 9-3-15	8-19-15	Expires	Asbestos Abatement is required for removal of positive areas previously tested. The report of January 16, 2015 is the report showing positive test areas.
Thomas Reprographics, Inc.	Maintenance Agreement for OCE Plotwave 300	\$1,680.00	9-1-15 to 8-31-16	8-19-15	Expires	Renewal of the 1 year maintenance agreement for the Public Works and Community Development OCE Plotwave 3000 printer. Agreement includes all travel, labor, parts and preventative maintenance.
071613-1 The Arizona Partnership for Immunization	Amendment No. 2 to Service Agreement No. 071613-1 Immunization-Cost Recover Program-Billing	See summary	8-21-15 to 8-20-16	8-19-15	Expires	The contractor shall coordinate billing services in order for the County Health Department to be compensated for immunization services provided to health plan members. The first year the county will receive 70% of the claims received. Over time that percentage will go up as more counties and public health clinics share the cost of the program. This contract term expires August 20, 2014. Amendment No. 1 will serve to extend the contract term to August 20, 2015.

**August 17, 2015 thru August 21, 2015**

<b>Number/Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
082114 Glass Masters, Inc.	Amendment No. 1 to Service Agreement No. 082114 Equipment & Vehicle Window and Windshield Repair	Increase original contract amount of \$8,000 by \$1,000 for a new total contract amount of \$9,000	9-17-14 to 9-16-15	8-19-15	Option to renew for two additional one year periods	Star Valley Auto Shop and Fleet Maintenance needs a service to replace windows in heavy equipment and windshields in vehicles/equip.
081215-1 JCG Technologies	Service Agreement No. 081215-1 On-Site Audio Diagnosis and Repair Gila County Superior Court	\$1,878.98	8-19-15 to 8-30-15	8-19-15	Expires	Repair wires that were cut and Audio that was damaged by facilities during Courtroom A Bench remodel.
ADSP012-033368 Western Technologies, Inc.	Authorization to Utilize State contract with Western Technologies, Inc.	\$4,481.55	8-19-15 to 9-3-15	8-19-15	Expires	Asbestos abatement oversight is required for removal of positive areas previously tested. A Request for Quotes was sent out to various asbestos abatement contractors and the low bidder, Spray Systems Environmental, was selected to perform the asbestos abatement. Western Technologies services are need to conduct the oversight during the time of the actual abatement.

August 24, 2015 thru August 28, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
15021-C Empire CAT	Authorization to utilize Maricopa County Contract with Empire CAT to remove & install compactor wheel tips on 816F Compactor, Equipment No. H-15	\$27,616.41	Upon delivery back to landfill after completion of installing new wheel tips	8-26-15	N/A	Caterpillar compactor H-15 needs wheels removed, and hauled to Mesa to have new tips welded on. This will add years of use to this piece of equipment.
072715 Azteca Glass East	Service Agreement No. 072715 Aluminum Storefront Door Public Fiduciary	\$2,922.62	Fifteen days from start date	8-26-15	Expires	Installation of locking door needed to prevent general public and clientele from entering public fiduciary offices along hallway.
020315 Dutchaire, LLC	Amendment No. 1 to Service Agreement No. 020315 URRD Emergency Repair/Replace HVAC	Increase contract amount of \$6,000 by \$8,000 for a new total contract amount of \$14,000	02-10-15 to 02-9-16	8-26-15	Option to renew for two additional one year periods	Amendment No. 1 will serve to increase the contract amount by \$8,000.00, to cover to enable Dutchaire to perform emergency repair/repair on HVAC for Housing clients during the term of this contract, February 10, 2015 to February 09. 2016.
082914 Experienced Firesprinkling, Inc.	Amendment No. 3 to Service Agreement No. 082914 Service & Misc Repairs to Fire Sprinkling Systems	\$4,500.00	09-10-15 to 09-9-16	8-26-15	Option to renew for one additional one year period	The initial service agreement 082914 was for specific repairs to the Payson Admin Bldg on 9-10-2014 for \$2,275 and Amendment #1 on 12/13/2014 for \$2,224.15 for total replacement. Amendment #2 for \$2,000 was added on for other emergency repairs that may be needed. The current PO has \$2,695.29 which was not used in FY2015.

August 24, 2015 thru August 28, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
081915-2 Durham Communications	Service Agreement No. 081915-2 Linking Communications- Consultation Agreement	\$2,500.00	Contract will end upon project completion	8-26-15	Expires	The Sheriff's Office has been working with the Department of Public Safety for years in developing a data connection between Globe and Payson for the purpose of connecting the radio systems between Globe-Payson-Department of Public Safety. This contract is required so the vendors the County has been using to install and maintain our equipment, can work with the DPS technicians to continue the project.

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

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

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



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

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

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

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 080615-3**  
**ASBESTOS ABATEMENT OF 110 W. MAIN STREET IN PAYSON**

**THIS AGREEMENT**, made and entered into this 19<sup>th</sup> day of August, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Spray Systems Environmental, of the City of Tempe, 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 Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

**The structure at 110 W. Main Street in Payson will be part of a future remodel. The Contractor will be responsible for any monetary damages to the structure being used in the remodel.**

**Scope of Work:** Refer to attached Attachment "A" to **Service Agreement 080615-3** by mention made a binding part of this agreement as set forth herein.

**Contractor Fee's:** Refer to Attachment "A" to **Service Agreement 080615-3** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this **Service Agreement** conflict with the **Terms and Conditions of Attachment "A" to Service Agreement 080615-3**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

**ARTICLE 6 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for 15 days from the start date.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$13,760.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF**, Service Agreement No. 080615-3 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 8/19/15

**SPRAY SYSTEMS ENVIRONMENTAL**

  
\_\_\_\_\_  
Signature

CHAD VANMOORTKEMA  
Print Name

P15-0518

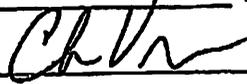
**QUOTE DUE DATE:** Please email or fax quote by, 11:30 A.M. on Wednesday July 22, 2015 to,  
Jeannie Sgroi, [jsgroi@gilacountvaz.gov](mailto:jsgroi@gilacountvaz.gov), fax 928-402-4386

**"Gila County 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"**

**Contractor Name:** Spray Systems Environmental

**Contractor Address:** 2202 W. Medtronic Way, Suite 108, Tempe, AZ 85281

**Contractor Phone #:** 480-967-8300 **Email Address:** Chad@spray-eri.com

**Contractor Signature:** 

**TOTAL COST FOR MATERIAL & INSTALLATION**

**LABOR COST** \$ 12,384.00 (TAXES INCLUDED)

**MATERIAL COST** \$ 1,378.00 (TAXES INCLUDED)

**PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.**

**REQUEST FOR QUOTE NO. 070615  
GILA COUNTY**



**ASBESTOS ABATEMENT**

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL  
BE CONSIDERED NON-RESPONSIVE**

**JOB/PROJECT DESCRIPTION**

Asbestos Abatement is required for removal of positive areas previously tested. The report of January 16, 2015 shows positive test areas.

**Location: Former Napa Auto Parts and Repair  
110 W. Main Street  
Payson, AZ**

**Scope of Work and Specifications:**

- Contractor will provide an estimated cost for Asbestos Abatement of all OSHA regulated ACBM identified in the attached study.
- Area in question is approximately 3,025 square feet.
- The Asbestos Abatement will be performed by the contractor selected, with Western Technologies as the Oversight Company.
- See January 16, 2015 Asbestos Survey Report as prepared by Western Technologies, Inc.



Thomas Reprographics, Inc.

### Maintenance Agreement

Bill To

Gila County Engineering  
 1400 E. Ash Street  
 Globe, Arizona 85501  
 Jeannie Sgroi 928-402-8612  
 dsgrui@gilacountyaz.gov

Location

745 N. Rose Mofford Way  
 Globe, Arizona 85501

Model #	Serial #	Contract Terms	Rate
Oce Plotwave 300	330200694	Maintenance Agreement provides all Travel, Labor, Parts and Preventive Maintenance visits.  Consumable items such as Media, Toner and Developer are not covered.	1,680 / Year
Allowable Usage	24,000 LF/ Year	Client agrees to pay Thomas Reprographics .041 per Sq. ft. for usage in excess of the semi-annual usage factor of 12,000 Sq. feet. The excess copy charge is billed semi-annually in arrears.	
		<b>Special Notes:</b>  Photoreceptor coverage <u>YES</u> Beginning Meter to be taken Additional Terms and Conditions on page 2.  Coverage period 9/1/2015 – 8/31/2016	

The equipment listed is to be maintained subject to the terms and conditions on the reverse side.

### Acceptance

Customer Name Gila County P.O# \_\_\_\_\_  
 Customer Signature [Signature] Date 8/19/15  
 Service Manager [Signature] Date 8/11/15



## TERMS AND CONDITIONS

### AGREEMENT

This Agreement covers the equipment described on the face hereof and does not include any equipment or accessories not listed thereon. During the term of this Agreement, specified on face hereof, Thomas Reprographics will maintain the Equipment in good working order in accordance with the terms and conditions set forth.

This Agreement may not be assigned by Customer. Cancellation requires a 30-day written notice and is subject to penalty as set forth in Paragraph 4.

Specifically excluded from this Agreement is the photoreceptor drum and consumable supplies necessary to test or operate equipment covered through this Agreement unless otherwise specified.

All taxes levied or imposed, now or hereafter, by any government authority shall be timely paid by the Customer.

This Agreement provides service for Equipment at the address specified on the face hereof. Customer agrees to be responsible for all costs associated with relocation initiated by Customer.

In the event any equipment is moved to another location, this agreement is subject to an appropriate adjustment in the annual rate and meter charge where applicable.

### INVOICE/PAYMENT

Maintenance Agreement charges are made payable in advance as specified on the face hereof. This Agreement will automatically renew on the annual renewal date shown on the face hereof, unless written notice is received 30 days prior to the annual renewal date at Thomas Reprographics, Inc. 4102 N. 24<sup>th</sup> Street Phoenix, Arizona 85016.

With respect to Equipment subject to associated usage or overage fees, at the end of each period, Customer agrees to provide meter readings to Thomas Reprographics. If meter readings are not provided promptly to Thomas Reprographics, meter charges may be estimated and invoiced accordingly.

Invoices are payable Net 10<sup>th</sup> Prox.

### FULL SERVICE MAINTENANCE

Service as specified in the face hereof, will be provided by Thomas Reprographics or its designated Authorized Dealer during normal business hours. Service at time other than Thomas Reprographics normal business hours shall be furnished at Customer's request on an "if available" basis at the "After Hours," travel and labor rates.

Customer agrees to provide Thomas Reprographics access to the Equipment to perform the Periodical Maintenance Program as specified by Thomas Reprographics.

Thomas Reprographics has the right to install and or remove developer to maintain good copy quality in performance of their Agreement. Developer will be removed in accordance with applicable Periodic Maintenance programs and will be removed from the Customer's premises unless The Customer specifically requests otherwise.

All parts determined to be irreparable by Thomas Reprographics will be replaced under Thomas Reprographics sole judgment. Replaced parts become the property of Thomas Reprographics.

Thomas Reprographics will install improvements designated by the Manufacturer as "Mandatory retrofit" for the equipment. Equipment upgrades designated as "Optional" by the Manufacturer are not covered by this agreement. Such "Optional" upgrades will be performed at the current prevailing rate.

Customer agrees that Thomas Reprographics will not be required to perform maintenance under this Agreement made necessary due to accident, misuse, abuse, neglect, theft, vandalism electrical power failure, fire, water or other casualty, or to repairs made necessary as a result of service personnel other than Thomas Reprographics or a undesignated authorized dealer, or repeated use of supplies or parts that do not meet the manufactures specifications. Separate charges for repairs or replacement due to the foregoing shall be born by the Customer and performed at Thomas Reprographics prevailing rates.

H Repetitive service resulting from either a failure in replacing or updating recommended supplies which have exceeded their use through damage or normal wear, or the performance of key operator duties as set forth during operator training at time of installation of equipment, will be subject to charge at the current prevailing rates in effect.

I When service work beyond the scope of this Agreement is required. Thomas Reprographics will submit a cost estimate for such service work as authorized by the Customer. A separate invoice will be rendered.

### 4. BREACH/CANCELLATION

- A Thomas Reprographics may cancel this agreement on breach by Customer of any terms and conditions hereon, by written notice to customer ten (10) days in advance.
- B In the event of cancellation initiated by Customer, Thomas Reprographics must receive cancellation notice from Customer 30 days in advance.
- C Upon termination of this Agreement either by breach or cancellation, Customer shall forfeit all payments made annually in advance plus the linear meter charge for 30 days from the effective date of notice or cancellation. If the specified Agreement on the face hereof is an annual contract with the minimum charge payable monthly in advance, the Customer shall remain liable for the remaining monthly charges until the termination of the contract period as specified on the face hereof plus the linear meter charge for 30 days from the effective date of notice of cancellation.

### 5. FORCE MAJEURE

- A Thomas Reprographics shall not be responsible for failure to render service due to causes beyond its control including, but not limited to: work stoppages, fire, civil disobedience's, riots, rebellions acts of God, and similar occurrences

### 6. GENERAL PROVISIONS

- A Equipment Operators: Customer shall provide specified equipment operators trained to perform key operator duties as set forth during operator training at time of Equipment Installation
- B Notices: All notices made pursuant to this Agreement will be effective upon mailing to Thomas Reprographics and the Customer at the addresses on the face hereof.
- C Headings: The headings and titles of the agreement are inserted only for convenience and shall not effect the interpretation or construction of any provision.
- D Governing Law: The Agreement will be governed by and construed according to the laws of the State of Arizona

### 7. ENTIRE AGREEMENT

- A This Agreement shall become effective only after execution by Customer and Thomas Reprographics in the (place) provided. It is expressly understood that no further form of acceptance, verbal or written, will be valid or binding and that this Agreement shall constitute the entire Agreement between the Customer and Thomas Reprographics with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in Customer's Purchase Orders and any other documents submitted to Thomas Reprographics by Customer or in representations made by Thomas Reprographics, Inc. personnel.

**ATTACHMENT "A"**

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

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

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

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

**Cancellation:** This agreement is subject to cancellation pursuant to A.R.S. §38.511.

THOMAS REPROGRAPHICS



Individual Authorized to Sign

CHRIS RINCON

Print Name

SERVICE MANAGER

Title

8/11/15

Date



**AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 071613-1**

*The following amendments are hereby incorporated into the agreement for the below project*

**IMMUNIZATION-COST RECOVERY PROGRAM-BILLING**

**THE ARIZONA PARTNERSHIP FOR IMMUNIZATION**

Effective August 21, 2013, Gila County and The Arizona Partnership for Immunization entered into a contract whereby the Gila County Health Department shall operate vaccination clinics on behalf of Gila County and the Contractor shall coordinate billing services in order for the County Health Department to be compensated for immunization services provided to health plan members.

**Amendment No. 1 to Service Agreement 071613-1** was executed on September 24, 2014 to extend the term of the contract for one additional year from August 21, 2014 to August 20, 2015.

**Service Agreement No. 071613-1** will expire on August 20, 2015. **Per Article 13-Term**, Gila County shall have the right, at its sole option, to renew the contract for two (2) additional (1) year periods.

**Amendment No. 2 to Service Agreement No. 071613-1**, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from August 21, 2015 to August 20, 2016.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the August 21, 2015 to August 20, 2016 renewal period.

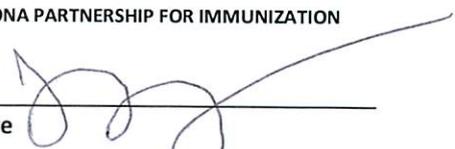
**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 19<sup>th</sup> day of August, 2015.

**GILA COUNTY:**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 8/19/15

**THE ARIZONA PARTNERSHIP FOR IMMUNIZATION**

  
\_\_\_\_\_  
Signature

Jennifer Tinney  
\_\_\_\_\_  
Print Name



**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 082114**

*The following amendments are hereby incorporated into the agreement for the below project*

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**EQUIPMENT AND VEHICLE WINDOW AND WINDSHIELD REPAIR**

**AUTO EQUIPMENT MAINT. SHOP-STAR VALLEY**

**Effective** September 17, 2014, Gila County and Glass Masters, Inc. entered into a contract whereby Glass Masters, Inc. agreed to provide Equipment and Vehicle Window and Windshield Repair for the Star Valley Maintenance Shop.

The Public Work Departments would like to increase the original contract amount of Eight Thousand dollars and no/100's (\$8,000.00) by an additional One Thousand dollars and no/100's (\$1,000.00), **if required and as requested**, to cover the added cost of repairs to vehicles and equipment performed during the term of this contract, September 17, 2014 to September 15, 2015.

**Amendment No. 1 to Service Agreement No. 082114** will serve to increase the contract amount by an amount of One Thousand dollars and no/100's (\$1,000.00).

Consequently, the contract is amended to increase the contract amount by \$1,000.00 for a new total contract amount of Nine Thousand dollars and no/100's (\$9,000.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the September 17, 2014 to September 16, 2015 renewal period.

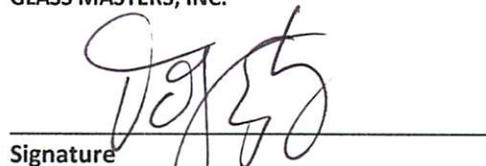
**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 19<sup>th</sup> day of August, 2015.

GILA COUNTY

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 8/19/15

GLASS MASTERS, INC.

  
\_\_\_\_\_  
Signature

Toby Egbert  
\_\_\_\_\_  
Print Name

**AMENDMENT NO. 1 TO SERVICE AGREEMENT NO. 002114**

The following amendments are hereby incorporated into the agreement for the below project:

**EQUIPMENT AND VEHICLE WINDOW AND WINDSHIELD REPAIR**

**AUTO EQUIPMENT MAINT. STAR-STAR VALLEY**

Effective September 17, 2014, Gar County and Glass Masters, Inc. entered into a contract whereby Glass Masters, Inc. agreed to provide equipment and vehicle window and windshield repair for the Star Valley residence shop.

The Public Works Department would like to increase the original contract amount of eight thousand dollars and no/100's (\$8,000.00) by an additional one thousand dollars and no/100's (\$1,000.00) to cover the added cost of repairs to vehicles and equipment performed during the term of this contract, September 17, 2014 to September 27, 2015.

Amendment No. 1 to Service Agreement No. 002114 will serve to increase the contract amount by an amount of one thousand dollars and no/100's (\$1,000.00).

Consequently, the contract is amended to increase the contract amount by \$1,000.00 for a new total contract amount of nine thousand dollars and no/100's (\$9,000.00).

All other terms, conditions and provisions of the original contract shall remain the same and apply during the September 17, 2014 to September 27, 2015 renewal period.

IN WITNESS WHEREOF, the (1) identical counterparts of this amendment, each of which shall be duly signed and sealed, and for all purposes be deemed an original, have been duly executed by the parties hereto and approved, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Gar County  
\_\_\_\_\_  
Glass Masters, Inc.

\_\_\_\_\_  
Gar County  
\_\_\_\_\_  
Glass Masters, Inc.

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

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

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



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

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

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

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 081215-1**  
**ON-SITE AUDIO DIAGNOSIS AND REPAIR**

**GILA COUNTY SUPERIOR COURT**

**THIS AGREEMENT**, made and entered into this 19<sup>th</sup> day of August, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and JCG Technologies, of the City of Scottsdale, 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 **CIS Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 081215-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 081215-1** 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 081215-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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

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

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

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

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

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St, Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St, Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

**ARTICLE 6 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the

purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through August 30, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$1,878.98 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF**, Service Agreement No. 081215-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**JCG TECHNOLOGIES**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

  
\_\_\_\_\_  
Signature

Date: 8/19/15

MARY JO SCHMENK  
\_\_\_\_\_  
Print Name



# Invoice

9941 E. Mission Lane  
Scottsdale, AZ 85258-5634  
PH: 480 661-5629

Date	Invoice #
7/17/2015	4858

BILL TO	SHIP TO
Gila County Superior Court 1400 E. Ash Street, 3rd Floor Globe, Arizona 85501 Attn: Accounts Payable	Gila County Superior Court - CIS Dept 1400 E. Ash Street, 3rd Floor Globe, AZ 85501 Attn: Kendall Rhyne, Court Admin PH: 928 402-8671

P.O. Number	Terms	Rep	Ship Date	Ship Via	F.O.B.
Quoted Invoice	Due on Completion of work	SRS	7/17/2015		

Quantity	Item Code	Product Description	Price Each	Amount
		JCG - Quoted Invoice - Not to Exceed \$3000		
	On-Site Service Call	On-Site Audio Diagnosis and Repair Service Call Not to Exceed \$3000. 16 Hrs - 2 Technicians	1,825.00	1,825.00
	Cables, Stands and Conne...	Miscellaneous Cables, Stands and Connectors needed	50.00	50.00T
		Emailed to Jonathon Bearup on 8-1-2015 Emailed to Kendall Rhyne on 8-7-2015 Sales Tax	7.95%	3.98
<b>Total</b>				<b>\$1,878.98</b>



9941 E. Mission Lane, Scottsdale, AZ 85258  
 Phone: 480 661-5629 Fax: 480 661-7589  
 www.jcgtechnologies.com

**Price Quotation Update  
 Audio System Service Call  
 Gila County Superior Court, AZ  
 July 15, 2015**

JCG Technologies, Inc (JCG) is an integrated digital media solutions provider. We offer integrated digital media solutions for courts, agencies, councils, commissions, boards, and other governmental organizations that need to produce a record of their proceedings/meetings.

The following is a price quotation for an on-site audio system repair service call to diagnose and repair reported audio issue with the Courts audio system.

Technicians will troubleshoot and repair all audio related issues as requested by court administrator. Services include repairing microphone wire connections and may include rerunning wires.

**Pricing**

Quantity	Item	Price
1	On-site Audio Diagnosis and Repair Service Call	\$3,000
<b>TOTAL</b>		<b>\$3,000</b>

*Prices are effective until August 15, 2015. Price includes all travel and travel related expenses. Prices do not include any applicable tax.*

*Pricing quoted as Not To Exceed. 16 Hours has been quoted. (2 technicians). Actual hours used will be invoiced.*



### Contact Information

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Please do not hesitate to contact me if you have any questions or require any additional information.

Steve Schmenk

*Steve Schmenk*

President

JCG Technologies, Inc.

9941 East Mission Lane

Scottsdale, Arizona 85258

Phone: 480 661-5629

Fax: 480 661-7589

Mobile: 602 418-5307

E-mail: [srschmenk@jcgtechnologies.com](mailto:srschmenk@jcgtechnologies.com)

Web: [www.jcgtechnologies.com](http://www.jcgtechnologies.com)

EXECUTIVE SUMMARY FORM

Contract Name:

Asbestos Abatement Consulting Services at 110 W. Main Street in Payson, AZ

Contract No.:

Arizona Procurement Contract No. ADSP012-033368

Statement of Purpose and Need (3-5 Sentences)

Asbestos abatement oversight is required for removal of positive areas previously tested. A Request for Quotes was sent out to various asbestos abatement contractors and the low bidder, Spray Systems Environmental, was selected to perform the asbestos abatement. Western Technologies services are need to conduct the oversight during the time of the actual abatement.

Contract End Date: Upon completion of abatement.

Renewal Option: [ ] Yes [X] No

Maximum Dollar Limit: \$4,481.55

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: Capital Improvements/Public Works/Remodeling Payson Courthouse/Prof Services-Architectural & engineering

Type of Funds: [ ] Restricted

Fund Code: 1007.341.873.4210.70 Project No. FM\_1703

[ ] 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. ADSP012-033368, for Statewide Environmental Consulting Services for Asbestos and Lead approved this 19th day of August 2015.

GILA COUNTY MANAGER

Handwritten signature of Don E. McDaniel, Jr.

Don E. McDaniel, Jr.



**CONTRACT FOR PROFESSIONAL SERVICES  
WT Reference No. 2585PE270**

**BETWEEN:** GILA COUNTY FINANCE (“CLIENT”)  
1400 East Ash Street  
Globe, Arizona 8501  
Attn: Ms. Jeannie Sgroi

**AND:** WESTERN TECHNOLOGIES INC. (“WT”)  
2400 East Huntington Drive  
Flagstaff, Arizona 86004

**FOR THE PROJECT:** Asbestos Abatement Consulting Services (“Project”)  
Former Napa Auto Parts and Repair  
110 West Main Street  
Payson, Arizona (“Site”)

**1.0 PROJECT DESCRIPTION**

Asbestos abatement activities are to be performed at the above referenced building. Based on the asbestos survey conducted by WT, we understand that proposed activities include removal of the following asbestos containing materials (ACMs):

- Approximately 15 square feet of asbestos containing window glazing.
- Approximately 2,540 square feet of asbestos containing textured drywall systems.
- Approximately 2,300 square feet of asbestos containing floor tile and black mastic.
- Approximately 200 square feet of asbestos containing sealant tar.
- Approximately 30 square feet of asbestos containing penetration tar.

**2.0 SCOPE OF SERVICES**

The scope of work was developed based on information provided by Gila County and the asbestos survey previously conducted by WT. The information includes:

- Type and quantity of material to be removed
- Locations within the building scheduled for removal activities (Former Napa Auto Parts and Repair)
- Estimated time frame to complete abatement activities (5 days)
- Number of clearance sampling events (1 event)

The work is regulated under the Occupational Safety and Health Administration (OSHA) in 29 CFR 1926.1101. Detailed tasks to be performed include:

## **2.1 Pre-Abatement Activities**

- a. Review Client-provided data, including, but not limited to, previous asbestos survey reports, site plans and CAD drawings.
- b. Arrange and attend a meeting with representatives of Client and the abatement contractor. This meeting will address scheduling details and identify any concerns that may need to be addressed prior to the commencement of the abatement.
- c. Review contractor submittals, including: verifying that training certifications (initial and refresher), medical monitoring and respirator fit tests for both workers and supervisors are current and valid.
- d. Verifying that the proper NESHAP notification(s) has been filed, if required.

## **2.2 Abatement Tasks**

- a. Check worker photo-identification and match to submitted certifications.
- b. Conduct containment reviews prior to the initiation of the abatement work to verify that containments, are installed correctly, negative pressure is achieved, smoke testing is performed, and to identify any possible points of failure of the containment.
- c. Conduct periodic area monitoring during abatement activities. Up to two (2) area samples will be collected per day to document that containments are working properly. Area samples will be collected at or near the decontamination stations and at or near the bag-out stations. WT will set up pumps during the abatement crew work activities and allow them to run for up to five hours, unless the abatement crew works fewer hours that day. WT anticipates performing 4 days of area monitoring. WT anticipates that area and/or clearance monitoring will be performed each day of the project.
- d. Conduct periodic containment integrity checks and verify that work practices are in compliance with applicable industry standards. WT will remain on site for the duration of the abatement activities.

## **2.3 Post-Abatement Activities**

- a. Upon contractor completion of final cleaning, WT will conduct a visual inspection of the

containments to verify that the ACMs have been removed and that the area is clean, dry and free of dust and debris.

- b. WT will collect up to five (5) asbestos clearance samples for the clearance of the abatement area. The abatement areas will be cleared with Phase Contrast Microscopy (PCM). Passive air sampling techniques will be utilized unless aggressive sampling techniques are requested by Client. A minimum of 1200 liters of air will be collected and the samples will be analyzed on a 6-hour laboratory schedule for PCM samples.

**Note:** Work is scheduled during normal business hours for the duration of the abatement. Personnel monitoring is not included in this scope of services. WT can conduct personnel monitoring for an additional fee.

#### **2.4 Air Sampling and Analytical Laboratory**

The pumps used to perform air monitoring will be calibrated before and after each sampling event using a certified secondary calibrator (traceable to the National Institute of Standards and Technology), a Bios International model DCL-H. An average flow will be obtained from the two measurements. The air samples will be collected in new cassettes with vacuum pumps pulling air through a 25mm Millipore mixed cellulose ester filter. The filter consists of a 0.8 micron porosity membrane for PCM area and clearance samples, supported by a cellulose pad, and mounted in a carbon-filled polypropylene housing with a 50mm extension cowl. One media blank and one field blank will be submitted to the laboratory for each day of sampling performed to verify the integrity of the sampling media.

The area air samples will be analyzed by phase contrast microscopy (PCM) by Western Technologies, Inc. on an accelerated schedule (24-hours or less). A trained analyst certified in evaluating airborne fibers (NIOSH 582) will analyze the samples. WT participates in the American Industrial Hygiene Association (AIHA) Proficiency Analytical Testing (PAT) program for PCM analysis under our AIHA Laboratory No. 101588. Observed fibers are counted using the NIOSH 7400, Revision 3, issue 2 (1994), A Rules in which a fiber is counted if its length is greater than 5 microns and its length/width ratio is greater than 3 to 1. The clearance air samples will be analyzed by WT on an accelerated schedule of 6-hours or less. WT anticipates transporting the clearance samples directly to the lab in Flagstaff, Arizona to obtain same day results.

## 2.5 Report

WT will produce a report for the Client. The report will include a summary of the project activities, results and recommendations. Prior to submittal to the Client, the report will be reviewed internally by an EPA-accredited contractor supervisor with acceptable experience and background. WT will provide the report in portable device format (pdf) for delivery using electronic mail or a file transfer portal (ftp) site.

## 3.0 SCHEDULE

Start dates of the abatement activities will be determined by the Client and the Contractor. WT anticipates working on days that the abatement contractor may not be working to complete all tasks within the required time frame.

A final report will be completed within 10-working days after final clearance results have been received.

## 4.0 FEE ESTIMATE

The estimate provided below is based on information provided by the Client on August 17, 2015 and by WT's inspection report performed on January 8, 2015. The final cost may vary depending on the contractor's progress, number of visits required, unforeseen site conditions and other factors beyond our control. All work will be conducted on a time and materials basis; therefore, the fee estimate provided should be considered a maximum, not to exceed figure, without prior authorization. Assuming the project will take 5 days to complete and require 4 area sampling events, and 1 clearance event, the estimated total cost would be **\$4,481.55**. WT's Arizona State Contract Number is ADSPO12-033368.

<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Rate, \$</u>	<u>Extension, \$</u>
<b><u>Pre-Abatement Tasks</u></b>				
2	hours	Project Manager (Professional Personnel Level II)	75.00	\$ 150.00
<b><u>Abatement Activities (Area Monitoring)</u></b>				
44	hours	AHERA Contractor/Supervisor, includes travel time (Professional Personnel Level I)	55.00	\$2,420.00
8	each	Phase Contrast Microscopy (PCM) (2 samples and 2 blanks per day during abatement)	20.00	\$ 160.00
190	miles	Mileage	0.445	\$ 84.55
5	days	Per Diem	125.00	\$ 625.00

<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Rate, \$</u>	<u>Extension, \$</u>
<b><u>Abatement Activities (Final Clearance)</u></b>				
8	hours	AHERA Contractor/Supervisor (Professional Personnel Level I)	55.00	\$ 440.00
7	each	Phase Contrast Microscopy (PCM) (5 samples and two blanks per clearance)	20.00	\$ 140.00
<b><u>Report Preparation</u></b>				
4	hours	Report Development (Professional Personnel Level II)	75.00	\$ 300.00
1	hours	Report Review (Professional Personnel Level IV)	120.00	\$ 120.00
1	hours	Clerical (Support Services Level I)	42.00	\$ 42.00
			<b>Estimated Maximum Amount</b>	<b>\$4,481.55</b>
<b>Number of Days= 5</b>			<b>Daily Rate</b>	<b>\$ 896.31</b>

**4.1 Assumptions**

The following assumptions were used to calculate the estimated costs for the scope of work.

- a. The estimate does not include charges for the analysis of samples collected beyond those specified in this proposal. The project cost estimate does not include other additional tasks recommended as a result of this project.
- b. Nothing contained within this agreement shall be construed or interpreted as requiring WT to assume the status of a generator, transporter, storer, treater or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, Section 6901 et seq., as amended, or within any state statute or other regulation governing the treatment, storage and disposal of hazardous waste.
- c. The estimated project cost does not include meetings with the federal, state, county or municipal regulatory agencies, other than noted in Section 2.0.
- d. The estimated project fee and schedules do not include allowance for delays or standby time due to facility access restrictions or other factors beyond the control of WT.

**4.2 Proposed Unit Rates**

Project Principal (Professional Personnel Level III).....	\$120.00 per hour
Project Manager (Professional Personnel Level II) .....	\$ 75.00 per hour
AHERA Contractor Supervisor (Field Services Level III) .....	\$ 55.00 per hour
Drafting Support (Support Services Level III).....	\$ 45.00 per hour

Clerical Support (Support Services Level II) .....	\$ 42.00 per hour
Safety Equipment, per person, per day .....	\$ 40.00 per day
Field Monitoring Equipment, per instrument, per day .....	\$ 25.00 per day
Phase Contract Microscopy (PCM), rush turnaround time .....	\$ 20.00 per sample
Transmission Electron Microscopy (TEM),.....	\$100.00 per sample
Materials/supplies/expendables .....	cost plus 20%
Mileage (greater than 35 miles from base office) .....	\$ 0.445 per mile

Note: WT will not charge overtime rates for evening or weekend work. Work scheduled during acknowledged holidays are subject to a 50 percent overtime surcharge (1.5 times the stated hourly rate).

**5.0 MANNER OF PAYMENT**

WT will invoice CLIENT for total fees upon completion of services. Full payment for services is due upon receipt of invoice.

**6.0 NOTICE TO PROCEED**

Notice for WT to proceed with the work to be performed may be given simply by returning a signed copy of this document to WT, or by giving oral, written, or electronic notification to WT.

**7.0 THE CONTRACT**

The terms and conditions as set forth in WT's Arizona State Contract are applicable and incorporated herein. The provisions set forth herein, and in the terms and conditions shall constitute the Contract between Client and WT with respect to the services to be provided.

EXECUTED BY WT:

/s/Todd Sayers  
WT's Authorized Representative

Todd Sayers  
Typed or Printed Name

Director of Environmental Services  
Title

August 17, 2015  
Date

EXECUTED BY CLIENT:

  
Client's Authorized Representative

DON E. MCDANIEL, JR.  
Typed or Printed Name

COUNTY MANAGER  
Title

8/19/15  
Date

## STANDARD TERMS AND CONDITIONS

The Agreement between **Western Technologies Inc.** ("WT") and Client shall include and be subject to WT's Proposal and these Standard Terms and Conditions. The terms of the Agreement shall prevail over any different or additional terms contained in any document to which WT's work relates. WT's commencement of work shall constitute Client's acceptance of the Agreement.

### 1. SERVICES

**1.1** WT agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. WT shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

**1.2** The services rendered by WT are for the benefit of Client alone and relate only to conditions observed at specified locations at the time WT's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against WT.

**1.3** The presence of WT's field technicians or representatives, if called for in the Agreement, is for the provision of services hereunder, and does not include supervision or direction of the work of Client or its subcontractors. Neither the presence of, nor any observation or testing by WT personnel shall exculpate Client or its subcontractors from any deficiencies in their work.

**1.4** When performing its work, WT will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client shall indemnify, defend, and hold WT harmless from and against any damages to such structures and utilities that are not called to WT's attention and correctly shown on the plans furnished to WT. It is Client's obligation to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities, and take other precautions to prevent damage or injury.

**1.5** Client agrees that if Client commences litigation, mediation, arbitration, or any such proceeding against WT, WT shall have the right to withdraw and terminate ongoing work and services conducted for Client on any contract and project, in which event Client shall pay WT for work and services performed up to the time of termination.

### 2. PAYMENT

**2.1** WT will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. **Failure to pay within 60 days of invoice shall operate to release WT from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by WT, and shall return all such reporting to WT.** Furthermore, WT shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by WT. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by WT to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

**2.2** Estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay WT's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay WT's invoices.

### 3. STANDARD OF CARE

**3.1** The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. **WT makes and intends no other warranty or representation, express or implied.** WT shall not be responsible for any consequences due to changed conditions or for the failure of any person or entity to perform or install work in accordance with the plans and specifications.

**3.2** Soil, subsurface, and groundwater conditions can vary between and among sampling points and with time. WT makes no representation that the points selected for sampling are in any way representative of the entire site or project. **Unless circumstances have changed justifying an earlier expiration of validity, geotechnical and earthwork reports are valid for a period of one year from the date of issuance; all other reports, including Phase I reports, are valid for a period of 180 days from the date of issuance.**

**3.3** Where WT's services involve geotechnical evaluations or field observation of earthwork, grading, filling, or compaction, Client agrees:

**3.3.1** WT is not responsible for the manner in which such work is performed;

**3.3.2** WT is not responsible for any work performed at any time when WT was not physically present and observing that specific work; and

**3.3.3** For continuous observations, Client shall not allow grading, filling, or compaction to be performed at any time that WT is not physically present at the site, and shall restrict the amount and extent of such grading, filling and compaction to that which can be observed by WT at the site.

**3.4** WT has no right, duty, or obligation to stop Client's or any of Client's subcontractor's work.

**3.5** Client agrees and acknowledges that WT makes no recommendation or opinion other than those set forth in writing and contained in WT's reporting; WT makes no oral recommendations or opinions. Field and lab technicians are not engineers. Client acknowledges and agrees that it has no right to rely on, and that there will be no, express or implied recommendations or opinions of any sort from field or lab technicians.

**3.6** Client is obligated to, and shall, directly and specifically notify WT as and when Client wants WT to perform services hereunder. WT shall be subject to no implied duties to observe or test, or to provide reports, other than the actual observation, testing, and reporting performed.

**3.7** "Certification" means and implies the expression of professional opinion. It is not a warranty or guaranty.

### 4. INDEMNITY AND INSURANCE

**4.1** NOTWITHSTANDING ANY OTHER PROVISION IN THE PARTIES' AGREEMENT, WT PROVIDES NO INDEMNITY, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY OTHER PERSON OR ENTITY.

**4.2** Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against WT and its insurers.

### 5. LIMITATIONS OF LIABILITY

Client and WT recognize the relative risks and benefits of this Agreement, and agree to the fair allocation of risk between them as follows:

**5.1** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WT'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ON ANY CLAIM, ACTION OR LIABILITY OF ANY KIND OR BASIS WHATSOEVER, IN ANY MANNER ARISING OUT OF THE WORK DONE BY WT SHALL BE STRICTLY LIMITED TO THE GREATER OF \$50,000 OR THE FEE CHARGED FOR WT'S SERVICES HEREUNDER.

**5.2** WT shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever.

**5.3** No proceeding, action or claim of any kind whatsoever, whether in law or equity, may be brought against WT regarding any work performed by WT, more than four years after the cessation of WT's work.

**5.4** EXCEPT FOR ENVIRONMENTAL SERVICES THAT SPECIFICALLY INCLUDE AN INDOOR MOLD SURVEY, NO ACTION OR CLAIM OF ANY KIND WHATSOEVER MAY BE BROUGHT AGAINST WT ARISING OUT OF THE PRESENCE OR EXISTENCE OF MOLD. ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES WT FROM ALL SUCH CLAIMS AND LIABILITIES.

**5.5** No officer, director, principal, employee, or agent of WT shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever. ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.

### 6. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS

WT does not create, generate, arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

### 7. PROPERTY

**7.1** All work papers (including reports, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by WT), electronic data files and other work product generated by or for WT in connection with the Scope of Work are the property of WT. Samples obtained shall remain the property of Client.

**7.2** Client has the right to use the reports, recommendations, design criteria and similar information submitted to it by WT, provided that Client pays WT's invoices. Client expressly agrees that no information produced or provided by WT shall be used for or at any location or for any project or project extension that is not expressly set forth in this Agreement without WT's prior written permission.

**7.3** Because data stored on electronic media can deteriorate or be modified without WT's knowledge or control, Client assumes all responsibility for the completeness, correctness, and/or readability of electronic data. Client will indemnify, defend, and hold WT harmless of and from the use of and any reliance upon any part of said electronic data and/or anything generated from them. The controlling document regarding any document prepared by WT shall remain and always be the signed hard-copy paper document, and not any electronic form or format of such document.

**7.4** Client shall not assign this Agreement, any of WT's reporting or work product, or any legal or equitable claim involving WT, without the prior express written consent of WT. Any purported assignment without the prior express written consent of WT shall be null and void.

### 8. TERMINATION

In addition to termination otherwise authorized by law and equity, this Agreement may be terminated by either party upon providing written notice of termination.

### 9. WT NOT BOUND

WT shall not be bound by: any provision incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to WT and are expressly agreed to in a writing signed by WT; any provision or agreement providing for or imposing liquidated damages however described or denominated; any provision waiving any right to a mechanic's lien; any provision conditioning payment for WT's services upon payment to Client by any third party; any provision requiring the application of law or jurisdiction other than that which applies to the place of the project; any provision permitting Client to take possession of any property of WT; or any provision requiring mediation or arbitration of any claim or dispute.

### 10. FEES AND COSTS

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.

EXECUTIVE SUMMARY FORM

Contract Name: New Wheel Tips for 816F Compactor – Equipment #H-15 Contract No.: Maricopa County Contract No. 15021 C

Statement of Purpose and Need (3-5 Sentences)

Caterpillar compactor H-15 needs wheels removed, hauled to Mesa to have new tips welded on. This will add years of use to this piece of equipment.

Contract End Date: Upon delivery back to landfill after completion of installing new wheel tips

Renewal Option:  Yes

No

Maximum Dollar Limit: \$27,616.41

Contract Information

Firm Name: Empire Southwest Contact Person: Bill Masters

Address: 1725 S. County Club Drive Phone No: 480-633-4143

City: Mesa State: AZ Fax: \_\_\_\_\_ Email: Bill.masters@empire-cat.com

Fund: Recycling & Landfill Mgmt/PW/Russell Gulch Landfill/Repair & Maint-Construction Equipment

Type of Funds:  Restricted

Grant

General Fund

Other

Fund Code: 6850.341.436.4300.30

Date Sent for Legal Review: n/a

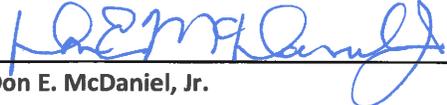
Date Returned: \_\_\_\_\_

Special Notes:

Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) Purchasing Cooperative. By using the Maricopa County /S.A.V.E. contract with Empire Southwest, it will save the county in both time and money for a rate that already been established in the Maricopa County bidding process.

Authorization to use a Cooperative Purchasing Agreement with Maricopa County/S.A.V.E. Contract No. 15021C, for Heavy Duty Truck, Construction & Agricultural/Industrial Fleet & Equipment Parts, Service & Accessories approved this 26th day of AUGUST, 2015.

GILA COUNTY MANAGER

  
Don E. McDaniel, Jr.



SAFETY • RESPECT • INTEGRITY • TEAMWORK  
 EXCELLENCE • STEWARDSHIP • ASTONISHMENT

ESTIMATE NUMBER	24071 B
CLIENT ORDER	
CLIENT NUMBER	0427322
DATE	08/24/2015
AGMT/PSO/WO #	
EXPIRATION DATE	09/23/2015
REVISION TITLE	, "Labor Pricing based off of Maricopa County Contract #15021-C"

**SOLD TO**

GILA COUNTY GLOBE MAINT  
 PARTS AND SERVICE ACCT 1400 E ASH ST  
 GLOBE AZ 85501-1483

**SHIP TO**

GILA COUNTY GLOBE MAINT.  
 1400 E ASH STREET  
 GLOBE, AZ 85501

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	0BMR00528	H-15	7841	P039549

QUANTITY	ITEM	DESCRIPTION
----------	------	-------------

00 TRAVEL TO/FROM JOB SITE

LOCATION:  
 GLOBE  
 SPECIFIC DIRECTIONS:  
 GILA COUNTY GLOBE MAINT.  
 1400 E ASH STREET  
 GLOBE, AZ 85501

TOTAL PARTS	0.00
TOTAL LABOR	1437.50
TOTAL MISC	19.00
SEGMENT 00 TOTAL	1456.50

70 REMOVE & INSTALL WHEEL

REMOVE WHEELS HAUL TO MESA WHEN FINISHED HAUL BACK AND INSTALL.

TOTAL PARTS	0.00
TOTAL LABOR	4312.50
TOTAL MISC	0.00
SEGMENT 70 TOTAL	4312.50

71 REMOVE & INSTALL COMPACTOR WHEEL TIP

WELD ON NEW TIPS.  
 REPLACE 80 WHEEL TIPS TOTAL ON ALL 4 WHEELS  
 PART 3807834ARM = NEW PLUS 7 INCH TALL  
 WHEEL TIP REPLACEMENT PROGRAM CONSISTS. 4 WHEEL TIPS FOR THE PRICE OF 3 PARTS ONLY.  
 TAX NOT INCLUDED.  
 , "LABOR PRICING BASED OFF OF MARICOPA COUNTY CONTRACT #15021-C"

TOTAL PARTS	18185.60
LESS 25 % PARTS	-4546.40
TOTAL LABOR	6570.00
TOTAL MISC	500.00
SEGMENT 71 TOTAL	20709.20



SAFETY • RESPECT • INTEGRITY • TEAMWORK  
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

ESTIMATE NUMBER	24071 B
CLIENT ORDER	
CLIENT NUMBER	0427322
DATE	08/24/2015
AGMT/PSO/WO #	
EXPIRATION DATE	09/23/2015
REVISION TITLE	, "Labor Pricing based off of Maricopa County Contract #15021-C"

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	816F	0BMR00528	H-15	7841	P039549
QUANTITY	ITEM	DESCRIPTION			

DRAFT

ENVIRON. FEE	0.00
STATE/COUNTY TAX	890.77
CITY/OTHER TAX	247.44

<b>TOTAL ESTIMATE</b>	27,616.41
<b>EXPIRATION DATE</b>	09/23/2015

Client Approval: *GILA COUNTY*  
*[Signature]*  
 Signature **DON E. McDANIEL, JR.**  
**COUNTY MANAGER**

*AUGUST 26, 2015*  
 Date

**CONDITIONS:**  
 CLIENT ACKNOWLEDGES THAT THIS QUOTATION IS NOT AN OFFER AND IS MERELY A QUOTATION OF PRICE SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. A "FIRM QUOTATION" MAY BE GIVEN TO CLIENT UPON REQUEST AND IN SUCH A CASE IS IRREVOCABLE FOR A PERIOD OF THIRTY (30) DAYS, AFTER WHICH TIME THE QUOTATION IS SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. EMPIRE OFFERS TO DISASSEMBLE AND INSPECT CLIENT'S EQUIPMENT FOR THE PURPOSE OF GIVING A QUOTATION ON PARTS AND/OR SERVICE NECESSARY TO THE REPAIR OF THE EQUIPMENT FOR THE PRICE LISTED HEREIN. (REASSEMBLY COSTS WILL BE SEPARATELY NEGOTIATED). CLIENT IS DEEMED TO HAVE ACCEPTED THIS OFFER BY DELIVERING HIS EQUIPMENT TO EMPIRE'S PREMISES FOR THE ABOVE-DESCRIBED PURPOSES. ACCEPTANCE REQUIRES PAYMENT OF THE DISASSEMBLY AND INSPECTION CHARGE WITHIN THIRTY (30) DAYS OF BILLING. THIS QUOTATION INCLUDES REBUILDING LABOR AND PARTS AS JUDGED BY US TO BE REQUIRED FOR SATISFACTORY PERFORMANCE. BECAUSE IT IS IMPOSSIBLE TO DETERMINE THE EXTENT OF WEAR ON INTERNAL COMPONENTS, ADDITIONAL LABOR AND PARTS MAY BE REQUIRED. IF ADDITIONAL CHARGES ARE ESTIMATED TO EXCEED THIS AMOUNT, CLIENT WILL BE NOTIFIED.

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

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

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



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

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

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

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 072715**

**ALUMINUM STOREFRONT DOOR**

**PUBLIC FIDUCIARY**

**THIS AGREEMENT**, made and entered into this 26<sup>th</sup> day of August, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Azteca Glass, Inc., of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Fiduciary Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 072715** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 072715** 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 072715**, 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. Automobile Liability**

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

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

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

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

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

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

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

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

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

**ARTICLE 6 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the

purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent

the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for 15 days from the start date.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$2,922.62 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF**, Service Agreement No. 072715 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**AZTECA GLASS, INC.**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

  
\_\_\_\_\_  
Signature

Date: 8/26/15

James Langley  
\_\_\_\_\_  
Print Name

**Azteca Glass East Inc.  
528 N Broad Street  
Globe, AZ 85501  
(928) 425-8212 office  
(928) 425-8574 fax**

**August 11, 2015**

**To: Jeannie Sgroi  
fax: 928-402-4386**

**3 pages including cover**

**From: James / 928-425-8212**

**REQUEST FOR QUOTE NO. 072715  
GILA COUNTY**



**ALUMINUM STOREFRONT DOOR  
FURNISH AND INSTALL**

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL  
BE CONSIDERED NON-RESPONSIVE**

**JOB/PROJECT DESCRIPTION**

Project consists of furnishing and installing a locking door which is needed to prevent the general public and clientele from entering the Public Fiduciary Offices along the hallway.

**Location:**  
Gila County Fiduciary Office  
5515 S Apache Avenue  
Suite 800  
Globe, AZ 85501

**Scope of Work and Specifications:**

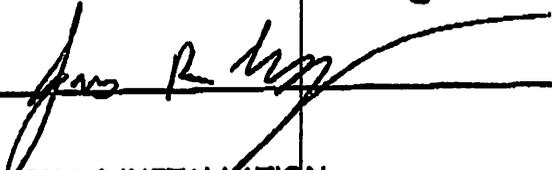
- Contractor to furnish and install a store front closure system in the Gila County Public Fiduciary Office where the hallway begins just passed the receptionist window.
- The door shall consist of one-3'0 x 7'0 medium bronze anodized aluminum storefront door with sidelights and transom-glazed with 1/4" clear tempered glass.
- Door system to include electric strike and panic bar devise with keyed rim cylinder.

**MANDATORY SITE VISIT REQUIRED CALL BOB HICKMAN TO SCHEDULE APPOINTMENT**

**Contact persons:**  
Mark Warden 928-200-1639  
Bob Hickman 928-200-1643

**QUOTE DUE DATE:** Please email or fax quote by, 11:00 A.M. on August 12, 2015 to,  
Jeannie Sgroi, [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov), fax 928-402-4386

**"Gila County 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"**

Contractor Name:	<u>Azteca Glass East, Inc.</u>	
Contractor Address:	<u>528 N. Broad St.</u>	
Contractor Phone #:	<u>928-425-8212</u>	Email Address: <u>james@aztecaglass.com</u>
Contractor Signature:		
<b>TOTAL COST FOR MATERIAL &amp; INSTALLATION</b>		
LABOR COST	\$ <u>500.<sup>00</sup></u>	(TAXES INCLUDED)
MATERIAL COST	\$ <u>2,422.<sup>62</sup></u>	(TAXES INCLUDED)
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.		



**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 020315**

*The following amendments are hereby incorporated into the agreement for the below project*

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**URRD EMERGENCY REPAIR/REPLACE HVAC**

**COMMUNITY SERVICES**

**Effective** February 10, 2015, Gila County and Dutchaire LLC entered into a contract whereby Dutchaire LLC agreed to provide URRD Emergency Repair/Replace HVAC services for Community Services.

Community Services would like to increase the original contract amount of Six Thousand dollars and no/100's (\$6,000.00) by an additional Eight Thousand dollars and no/100's (\$8,000.00) to enable Dutchaire LLC to perform emergency repair/replace services Housing Clients.

**Amendment No. 1 to Service Agreement No. 020315** will serve to increase the contract amount by an amount of Eight Thousand dollars and no/100's (\$8,000.00).

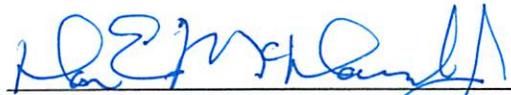
Consequently, the contract is amended to increase the contract amount by \$8,000.00 for a new total contract amount of Fourteen Thousand dollars and no/100's (\$14,000.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the February 10, 2015 to February 09, 2016 renewal period.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 26<sup>th</sup> day of August 2015.

**GILA COUNTY**

**DUTCHAIRE LLC**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

  
\_\_\_\_\_  
Signature

Date: 8/26/15

  
\_\_\_\_\_  
Print Name



**AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 082914**

*The following amendments are hereby incorporated into the agreement for the below project*

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**SERVICE AND MICELLANEOUS REPAIRS TO FIRE SPRINKLING SYSTEMS**

**NORTHERN GILA COUNTY**

**Effective** September 10, 2014, Gila County and Experienced Firesprinkling, Inc. entered into a contract whereby Experienced Firesprinkling, Inc. agreed to provide the services and miscellaneous repairs to Fire Sprinkling Systems in Northern Gila County.

**Amendment No. 1 to Service Agreement 082914** was executed on December 23, 2014 to increase the original contract amount by \$2,224.15, for a new contract total of Four Thousand Four Hundred Ninety-Nine dollars and 15/100's (\$4,499.15).

**Amendment No. 2 to Service Agreement 082914** was executed on February 4, 2015 to increase the contract amount by \$2,000.00 for a new total contract amount of Six Thousand Four Hundred Ninety-Nine dollars and 15/100's (\$6,499.00)

**Service Agreement No. 082914** expires on September 09, 2015. Per Page 5, Article 13-Term, the County shall have the option to renew the contract for two (2) additional one (1) year periods.

**Amendment No. 3 to Service Agreement No 082914** will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from September 10, 2015 to September 09, 2016, with a not to exceed contract amount of Four Thousand Five Hundred dollars and no/100's (\$4,500.00), without prior written approval from the County.

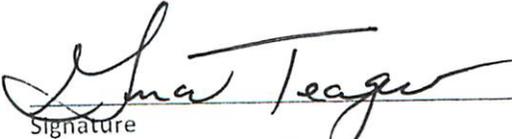
All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the September 10, 2015 to September 09, 2016 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 26th day of August, 2015.

GILA COUNTY:

EXPERIENCED FIRESPRINKLING, INC.

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

  
\_\_\_\_\_  
Signature

Date: 8/26/15

Gina Teague  
\_\_\_\_\_  
Print Name

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
WASHINGTON, D. C. 20250

MEMORANDUM FOR THE DIRECTOR, BUREAU OF LAND MANAGEMENT  
FROM: [Illegible Name]  
SUBJECT: [Illegible Subject]

[Illegible text block]

[Illegible signature]  
[Illegible name]  
[Illegible title]

[Illegible signature]  
[Illegible name]  
[Illegible title]

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

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

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



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

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

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

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 081915-2**  
**LINKING COMMUNICATIONS-CONSULTATION AGREEMENT**

**THIS AGREEMENT**, made and entered into this 26<sup>th</sup> day of August, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Durham Communications, of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Sheriff's Office or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Upon request from the Sheriff's Office, Contractor will consult and interface with the Department of Public Safety on Gila County's behalf, for the sole purpose of connecting the radio systems of both the Globe Sheriff's Office and the Payson Sheriff's Office with the Department of Public Safety, to provide a data connection between the Globe and Payson locations communications centers with the Department of Public Safety's communications centers.

Contractor Fee's: Refer to the hourly rates as established in Attachment "A" to Service Agreement No. 081915-2, by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement No. 081915-2, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

2. **Automobile Liability**

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

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

a. The policy shall be endorsed to include the following additional insured language:

**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.**

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

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

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

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

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

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

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

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

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

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

**E. VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract.

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 or may be emailed to Ms. Sgroi at [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies or Consultant shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

#### **ARTICLE 6- WARRANTY**

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his

employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The term of the Contract shall commence upon award and remain in effect from date of award to project completion.

**ARTICLE 15 – PAYMENT/BILLING:** The Scope of Services as outlined above will be performed on a not-to-exceed without written authorization budget of **\$2,500.00**, *if required and as requested*, including all applicable taxes. Additional work, as authorized, will be performed at the rates established on Attachment "A" to Service Agreement No. 081915-2 by mention made a binding part of this agreement as set forth herein.

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. **081915-2** has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 8/20/15

DURHAM COMMUNICATIONS

  
\_\_\_\_\_  
Signature

Brian Durham  
Print Name

<b>DURHAM COMMUNICATIONS RATES AND FEES EFF. 7-16-14</b>			
<b>LABOR RATES</b>			
TECHNICIAN	HOURLY LABOR	\$ 95.00	MINIMUM 1 HOUR
TECHNICIAN	DAILY ON-SITE LABOR	\$ 760.00	
INSTALLER	HOURLY LABOR	\$ 80.00	MINIMUM 1 HOUR
ENGINEER	HOURLY LABOR	\$ 187.50	MINIMUM 1 HOUR
ENGINEER	DAILY ON-SITE LABOR	\$ 1,500.00	
ENGINEER SUPPORT TECH	HOURLY LABOR	\$ 150.00	MINIMUM 1 HOUR
ENGINEER SUPPORT TECH	DAILY ON-SITE LABOR	\$ 1,200.00	
TOWER CLIMBER	HOURLY LABOR	\$ 150.00	MIN. 1 GROUND PERSON REQUIRED
TOWER GROUND PERSON	HOURLY LABOR	\$ 95.00	MINIMUM 1 HOUR
			TOWER WORK BY BID 50 FOOT AND UP
REPAIR EVAL/ESTIMATE	FLAT FEE	\$ 65.00	PER ITEM
	NOTE: ESTIMATES ARE BALL PARK FIGURES ONLY AND DO NOT BIND DCI TO A SET FEE. ESTIMATE FEE MAY BE CREDITED TO TOTAL REPAIR COST.		
PROGRAMMING	FLAT FEE	\$ 35.00	PER RADIO UP TO 16 CHANNELS
	DISCOUNT AVAILABLE FOR PROGRAMMING MULTIPLE RADIOS AT SAME TIME		

STANDARD BUSINESS HOURS: MONDAY THRU FRIDAY 8:00 AM-4:30 PM MST

AFTER HOURS RATE IS 1 1/2 TIMES BUSINESS HOUR RATE

HOLIDAY RATE IS 2 TIMES BUSINESS HOUR RATE

<b>MISCELLANEOUS FEES</b>			
REPAIR EVAL/ESTIMATE		\$ 65.00	
SHOP SUPPLIES	BENCH REPAIR	\$ 7.50	PER UNIT REPAIRED
SHOP SUPPLIES	FIELD REPAIR/INSTALL	\$ 20.00	MINIMUM PER JOB
CHEMICAL CLEANERS	IF NEEDED	\$ 10.00	PER UNIT REPAIRED
BATT ANALYSIS-COND		\$ 15.00	PER BATTERY
BATTERY DISPOSAL		\$ 2.00	PER BATTERY
SHIPPING IN-STATE	UP TO 3# PACKAGE	\$ 20.00	MINIMUM

<b>TRAVEL &amp; MILEAGE</b>			
TRIP CHARGE	1 - 49 MILES	\$ 49.00	FLAT FEE ROUND TRIP
	50 - 80 MILES	\$ 129.00	FLAT FEE ROUND TRIP
	81 - 200 MILES	\$ 229.00	FLAT FEE ROUND TRIP
	TRAVEL OVER 200 MILES NEGOTIATED PER TRIP		
MILEAGE	4X4 MOUNTAIN TRAVEL	\$ 2.50	PER MILE 4X4 USED