

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:

**REGULAR MEETING - TUESDAY, FEBRUARY 16, 2016 - 10:00
A.M.**

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

2. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to approve the Tabled donation of a mobile communications vehicle unit from the Arizona Department of Emergency and Military Affairs. **(Michael O'Driscoll)**

 - B. Information/Discussion/Action to approve Approved Service Agreement No. 012616-1 with Elections Systems and Software, LLC for the purchase of voting equipment and associated software, training, licenses and maintenance fees for a total cost of \$364,623.64, plus estimated sales tax, not to exceed \$32,000. **(Eric Mariscal)**

 - C. Information/Discussion/Action to approve Approved Intergovernmental Agreement No. 123015 (Economic Development Grant) between Gila County and the Tonto Natural Resource Conservation District (Tonto NRCD), whereby the County will disburse \$30,000 to the Tonto NRCD for the term of January 1, 2016, to December 31, 2016, to assist in the money required to match the U.S. Forest Service

monitoring funds for the continuation of the Reading the Range monitoring program in Gila County. **(Jeff Hassenius)**

- D. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 011516-Mesa Del Caballo Streets Improvement Project. **(Jeff Hassenius and Steve Sanders)** Authorized

- E. Information/Discussion/Action to consider a sealed bid for the purchase of tax parcel number 206-22-036. **(Don McDaniel)** Sold

- 3. **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 Intergovernmental Agreement Contract No. KR16-0008 (which replaces Contract No. KR13-0132) between the Arizona Supreme Court, Administrative Office of the Courts (AOC), and the Gila County Board of Supervisors through the County School Superintendent for Title I, Special Education, and other associated funds in the amount of ~~\$36,786~~ \$45,141 to support the Gila County Juvenile Detention Education Program effective upon the date of final signature through March 31, 2017. Approved

- B. Approval of a fee-waiver request submitted by the Southern Gila County Reserve Posse for use of the Fairgrounds Exhibit Hall for the 2016 Sweetheart Dance that was held on February 13, 2016. Approved
- C. Approval of the following precinct committeemen appointments as submitted by the Gila County Republican Committee: Payson #3 - Timothy Wayne Grier, and Claypool #2 - Anne Kelly Stubbs. Approved
- D. Approval of Amendment No. 2 to Professional Services Contract No. 013015 with EPS Group to modify the scope of work in the original civil design for post design services, if needed and as requested by Gila County, for the Copper Administration Building at an additional cost of \$5,020 for a new total contract amount of \$59,386.85. Approved
- E. Approval of Amendment No. 2 to Intergovernmental Agreement (Contract No. ADHS16-098369) with the Arizona Department of Health Services to include \$13,124 in funding for Children with Special Health Care Needs research into the "Healthy People Healthy Communities" grant fund. Approved
- F. Login: lkline, meeting_ID hold:260, form:265, Agenda Item 3577 has been moved to a new meeting. Please remove this line from the agenda. Tabled

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| G. | Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Gila County Sheriff's Sweetheart Dance that was held at the Gila County Fairgrounds Exhibit Hall on February 13, 2016. | Approved |
| H. | Adoption of an Order designating polling places and the appointment of poll workers and election board workers for the purpose of conducting the March 22, 2016, Presidential Preference Election. | Adopted |
| I. | Authorization of the Chairman's signature on the Quit Claim Deed for the sale of Assessor's parcel number 207-15-041 to Gina Reyes-Yacko. | Authorized |
| J. | Acknowledgment of the December 2015 monthly report submitted by the Payson Regional Constable's Office. | Acknowledged |
| K. | Acknowledgment of the December 2015 monthly activity report submitted by the Payson Regional Justice of the Peace's Office. | Acknowledged |
| L. | Acknowledgment of the December 2015 monthly activity report submitted by the Recorder's Office. | Acknowledged |
| M. | Approval of the January 26, 2016, and February 2, 2016, Board of Supervisors' meeting minutes. | Approved |

- N. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of January 04, 2016, through January 08, 2016; January 11, 2016, through January 15, 2016; and, January 18, 2016, through January 22, 2016. Acknowledged
4. **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
5. 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 information 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-3515

Regular Agenda Item 2. A.

Regular BOS Meeting

<u>Meeting Date:</u>	02/16/2016	<u>Submitted By:</u>	Josh Beck, EM, PHEP Manager
<u>Submitted For:</u>	Michael O'Driscoll, Director	<u>Division:</u>	Health Services
<u>Department:</u>	Health & Emergency Services	<u>Budgeted?:</u>	No
<u>Fiscal Year:</u>	2016 forward	<u>Grant?:</u>	No
<u>Contract Dates Begin & End:</u>	Not applicable	<u>Fund?:</u>	New
<u>Matching Requirement?:</u>	No		

Information

Request/Subject

Acceptance of the donation of a mobile communications vehicle unit from the Arizona Department of Emergency and Military Affairs.

Background Information

The Arizona Department of Emergency and Military Affairs (DEMA) maintains what are classified as quick response communication vehicles which are available for rapid deployment throughout the state. Each communication vehicle can be set up in approximately 45 minutes from scene arrival. The vehicles communication capabilities include:

- Interoperable radio communications for a wide variety of users across multiple spectrums via the onboard ACU-1000.
- Users inside and outside the vehicle can connect to the Internet via the onboard networking systems, which include a wireless access point for external users.
- Provide connectivity to fix IT and telephone infrastructure through the onboard broadband satellite system

In November, DEMA contacted Gila County Emergency Management about donating one of these vehicles to Gila County . The vehicle to be donated has the following systems:

- 2 Kenwood VHF Radios-This would allow us to communicate with all fire, Sheriff and police in Gila County. VHF is a great frequency for the mountainous region.
- 2 Kenwood UHF Radios- Ability to communicate with DPS and medical channels. Great frequency for the region.
- 2 Kenwood 800 Mhz Radios- Use for the 8tac interagency for metro agencies.
- 1 Motorola 800 Mhz. Trunked Radio- AZDEMA frequency for EOC/ SEOC communications.
- Raytheon ACU1000 Radio/Audio Gateway- Interoperability tool to combine several frequencies onto a common talking bridge.
- 1 Icom HF amateur radio
- 1 Dual band VHF/UHF amateur radio .
- VSAT Internet Satellite Modem / Dish for .5 Mbps up and 2 Mbps Down with an approximate cost of \$400.00 a month .
- 2 gas power generators
- Various antennas with switchable antenna ports
- Pneumatic mast to extend range for raising antenna.

Evaluation

During a disaster, communications are essential to response and recovery efforts. The communication vehicle comes with radio interoperability, which is a system that allows different radio channels to connect. For instance, if the state Emergency Operation Center (EOC) is on one channel and there is a group of other agencies (National Guard, firefighters, etc.) on different channels. This equipment will cross patch them typical to that of an old-fashioned telephone switchboard operator. This asset would greatly improve our emergency readiness in Gila County and be an additional asset to the mobile command trailer that Emergency Management donated to the northern Community Emergency Response Team (CERT) this year.

The donated vehicle will be maintained and operated by Gila County Emergency Management with the assistance of the northern Gila County CERT. Funding for continued maintenance and upkeep will be budgeted into the Emergency Management Program grant that Gila County receives from the DEMA each year.

Conclusion

Acceptance of the donation of the communication vehicle from the Department of Emergency and Military Affairs will provide a vital redundant means of interoperability communications, specifically in rural areas where communications would otherwise be an issue. Having the mobile vehicle reside within Gila County will also greatly increase the response time to deliver communications in an emergency.

Recommendation

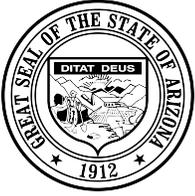
It is the recommendation of the Health & Emergency Services Division Director that the Board of Supervisors approve the donation of the mobile communications vehicle unit from the Arizona Department of Emergency and Military Affairs. Including the communication vehicle into Emergency Management will greatly improve our abilities to respond to future Gila County disasters.

Suggested Motion

Information/Discussion/Action to approve the donation of a mobile communications vehicle unit from the Arizona Department of Emergency and Military Affairs. **(Michael O'Driscoll)**

Attachments

Letter of Donation



Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Michael T. McGuire
THE ADJUTANT GENERAL

8 January 16

Introduction:

This letter is being written as an explanation of proposed transfer of State property to Gila County Emergency Management.

1. This memo is to inform you that the Arizona Department of Emergency & Military Affairs intends to transfer TOAD3, Ford E-450 Super Duty Communications van to Gila County. This transfer of equipment has been approved by the DEMA Deputy Director, Wendy Smith-Reeve.
2. This transfer is being requested as DEMA is unable to keep the TOAD current with respect to technology. Transferring ownership will give Gila County the authority to make updates and upgrades to the vehicle at their discretion. Gila County has agreed to continue to use this TOAD as a regional resource. Gila County will make Toad3 available for regional emergencies whenever possible and applicable.
3. The TOAD3 was purchased originally through grant funding. DEMA realizes that the life span is beyond the original requirements of the Grant, but will make any necessary notifications to the original funding source to ensure a clean transition.
4. The vehicle and equipment to be transferred is as follows:

Vehicle:

2005 Ford E-450 Super Duty 24 foot Communications Van
VIN #: 1FDXE45S14HBO9667
PLATE #: G-295DZ
Estimated value: \$

Communications Equipment:

Interoperable radio communications for a wide variety of users across multiple spectrums via the onboard ACU-1000.

Users inside and outside the vehicle can connect to the Internet via the onboard networking systems, which include a wireless access point for external users.

This vehicle provides connectivity to fix IT and telephone infrastructure through the onboard broadband satellite system.

ARF-3496

Regular Agenda Item 2. B.

Regular BOS Meeting

Meeting Date: 02/16/2016

Submitted For: Eric Mariscal, Submitted By: Cate Gore, Elections Assistant
Director

Department: Elections Department

Information

Request/Subject

Approval of Service Agreement No. 012616-1 with Elections Systems and Software, LLC (ES&S) for the purchase of voting equipment.

Background Information

At the Board of Supervisors' November 17, 2015 regular meeting, approval was given for the Elections Department Director to enter into contract negotiations with ES&S. The Gila County Elections Department has a capital improvement fund that will be combined with the remaining Help America Vote Act funds (HAVA). The total of these two funding sources is \$277,000. The price quote from ES&S for equipment refit is \$364,623.64, plus estimated sales tax, not to exceed \$32,000. At the same meeting the Board of Supervisors approved an additional \$118,000 to come from the General Fund Contingency account to fully fund the purchase of the new equipment.

Evaluation

In September 2015, the Elections Department Director invited three companies, that specialize in voting equipment and software, to make presentations about their equipment and software to the Board of Supervisors. As there are several components that are essential for the Vote Centers, the Board of Supervisors expressed their concern that all of the necessary equipment needs to be supplied by one vendor. By having one vendor supply all required equipment, software, and election day support and service, it eliminates the possibility of multiple issues by multiple vendors.

ES&S is the only company that can provide all of the equipment, software, and election day support and service, that meets Gila County's needs. Upon consultation between Jeff Hassenius, Gila County Finance Director and Barbara Corella, State Compliance Officer with the Arizona Department of Administration-State Procurement Office, it was determined that Gila County is in compliance with state procurement procedures, state statute requirements regarding procurement, and Gila County procurement procedures, and as such, the purchase from ES&S may be considered "Competition Impracticable".

ES&S has submitted a contract for the County's purchase of the voting equipment broken down as follows:

Tabulation hardware which includes the DS 850, ExpressVote Units, Software and Support \$274,703.64

Express Poll Tablets, Printers and software \$89,920.00

Total Purchase price for new elections equipment \$364,623.64

Per Attachments "A" and "B" to Service Agreement No. 012616-1, the "Initial License Term" commences upon the delivery of ES&S software, and shall continue for a one-year period. Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods, (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee. These ongoing annual fees begin at \$39,325 for the second year. The fees may increase by not more than 5% of the amount of the most recent fees paid by customer, for each year thereafter. The automatic renewals may be canceled by either party upon written notice delivered to the other party at least 30 days prior to the end of the renewal period.

Conclusion

It has been determined by the Board of Supervisors that the County needs to purchase elections equipment as the existing equipment is old and outdated. The Gila County Elections Director requests that the Board of Supervisors approve Service Agreement No. 012616-1 with ES&S for the procurement of voting equipment.

Recommendation

The Gila County Elections Director recommends that the Board of Supervisors approve Service Agreement No. 012616-1 with ES&S.

Suggested Motion

Information/Discussion/Action to approve Service Agreement No. 012616-1 with Elections Systems and Software, LLC for the purchase of voting equipment and associated software, training, licenses and maintenance fees for a total cost of \$364,623.64, plus estimated sales tax, not to exceed \$32,000. **(Eric Mariscal)**

Attachments

Service Agreement No. 012616-1 ES&S

Sales Order Agreement

Electronic Poll Book Sales Order Agreement

Procurement Determination-Competition Impracticable

Approval as to Form

County Attorney's Office Comment

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

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

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



GILA COUNTY
www.gilacountyaz.gov

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

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 012616-1
PURCHASE VOTING EQUIPMENT AND ASSOCIATED APPURTENANCES
ELECTIONS DEPARTMENT

THIS AGREEMENT, made and entered into this _____ day of _____, **2016**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, hereinafter designated the County or Customer and Election Systems & Software, LLC, of the City of Omaha, State of Nebraska, hereinafter designated the Contractor and/or ES&S.

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 **Elections 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" and Attachment "B" to **Service Agreement 012616-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" and to Attachment "B" to **Service Agreement 012616-1** by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 - TERMS AND CONDITIONS: To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" and Attachment "B" to **Service Agreement 012616-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 3 - DEFINITIONS:

FIRMWARE: A type of software that provides control, monitoring and data manipulation of engineered products and systems.

ARTICLE 4 - INTENTIONALLY OMITTED:

ARTICLE 5 - INDEMNIFICATION: Subject to the limitation of liability provisions set forth in Attachments A and B, 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 6 - 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
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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".

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 in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 7 – 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 8 – INTENTIONALLY OMITTED:

ARTICLE 9 – 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 10 – 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 11 – 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 12 – 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 13 - 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 14 - 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 15 - 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.

Both parties agree that all remedies normally available under contract or tort law apply to this agreement.

ARTICLE 16- TERM: The Contract commences on the date it is signed by the Board of Supervisors and remains in effect through June 30, 2016.

ARTICLE 17 - PAYMENT AND BILLING: Contractor shall be paid an amount not to exceed \$364,623.64 plus estimated sales tax, not to exceed \$32,000.00, for the purchase of equipment and software, delivery, installation, and training of County personnel to use the equipment and software, referenced in Attachment "A" and Attachment "B" to Service Agreement No. 012616-1. Payment will be made upon the successful testing of the performance of the equipment by Gila County, and upon a finding by the County that the equipment is in working order.

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 is satisfied that a successful testing of the performance of the equipment has occurred, and upon a finding by the County that the equipment is in working order. Purchase orders sent to the Contractor reflect these terms and conditions.

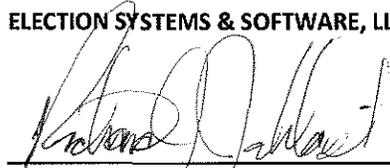
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 012616-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS

ELECTION SYSTEMS & SOFTWARE, LLC

Michael A. Pastor, Chairman of the Board



Authorized Signature

Richard Habrowski.

Print Name

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



11208 JOHN GALT BLVD
 OMAHA, NE 68137-2364
 (402) 593-0101

Sales Order Agreement

Customer Contact, Title: Eric A. Mariscal - Director
 Customer Name: Gila County, Arizona

Customer P.O. #: _____
 1st Election Date: To be Agreed Upon by the Parties
 Estimated Delivery Date: To be Agreed Upon by the Parties
 Phone Number: (928) 402-8708
 Fax Number: (928) 402-4319

Type of Sale: NEW
 Type of Equip: NEW REFURBISHED

Bill To: _____
Gila County, Arizona
Eric A. Mariscal - Director
5515 S. Apache Ave., Ste. 900
Globe, AZ 85501

Ship To: _____
Gila County, Arizona
Eric A. Mariscal - Director
5515 S. Apache Ave., Ste. 900
Globe, AZ 85501

Item	Description	Qty	Price	Total
1	DS850 Model DS850 High Speed Digital Image Scanner with Steel Table, Report Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Three (3) 8GB Jump Drives, Start-Up Kit, and Dust Cover	1	\$111,500.00	\$111,500.00
2	Initial Annual License Fee Model DS850 Scanner	1	Included	Included
3	Other Ballot Jogger	1	\$550.00	\$550.00
4	ExpressVote ExpressVote Unit with Soft-Sided Case, Detachable ADA Keypad, 4GB Flash Drive, and Headphones	30	\$3,600.00	\$105,000.00
5	Other ExpressVote Printer	30	\$725.00	\$21,750.00
6	Ballot On Demand Flex Printer with Firmware and Precision Input Feed Tray	1	\$6,255.00	\$6,255.00
7	Software ElectionWare Software - PYO Standard	1	\$27,090.00	\$27,090.00
8	Software Synthesized Audio Capability - Additional Language	1	\$1,115.00	\$1,115.00
9	3rd Party Items Third Party Items as set forth on Exhibit B	1	\$3,587.00	\$3,587.00
10	Installation Services Network Installation - ES&S In-House	1	\$1,300.00	\$1,300.00
11	Installation Services Model DS850 Installation/Training Fee (1st Unit)	1	\$3,500.00	\$3,500.00
12	Installation Services ExpressVote Installation/Acceptance Testing	30	\$105.00	\$3,150.00
13	Services Software Training Day	5	\$1,575.00	\$7,875.00
14	Services On-Site Election Support Event	1	\$4,125.00	\$4,125.00
15	Shipping Shipping & Handling	1	\$1,250.00	\$1,250.00
			Order Subtotal	\$ 298,047.00
			Arizona Customer Discount	(\$23,343.36)
			Order Total	\$ 274,703.64

Freight Billable: yes no

Dary Clark
 Regional Sales Manager
2/10/2016
 V/P, of Finance Date

/Michael A. Pastor
 Customer Signature Date
Chairman, Board of Supervisors
 Title

Special Notes:

Payment Terms

100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years): One (1) Year After Equipment Delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)
 The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the reverse side. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the reverse side. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the reverse side for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in Customer's jurisdiction. The licenses granted in this Section 2 do not permit Customer to access or in any way use the source code for the ES&S Software.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the reverse side. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer, (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in local law.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates set forth on the reverse side are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a 1-year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond

the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update, or the second most recent update, provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the ES&S Equipment and ES&S Software to achieve Customer's intended results; (b) the use of the ES&S Equipment and ES&S Software; (c) the results obtained from the use of the ES&S Equipment and ES&S Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update, or the second most recent update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Indemnification.** To the fullest extent permitted under applicable law, Customer shall indemnify and hold harmless ES&S from and against any and all claims, damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorneys' fees) (collectively "Adverse Consequences") arising out of or relating to the following:

a. Any claim that any of the ES&S Equipment or ES&S Software infringes upon any third party's copyright, trademark or patent existing as of the date hereof (a "Third Party Infringement Claim") resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any ES&S Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of ES&S Equipment or ES&S Software without the prior written consent of ES&S;

b. Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;

c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and

d. Customer's election not to receive, or to terminate, Hardware Maintenance Services or ES&S Software Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 10, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

11. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

12. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than 60 days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and

payable, enter the premises where the ES&S Equipment is located and remove it. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

13. **Notice.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

14. **Compliance with Laws.** In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. In addition, ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. ES&S further warrants that during the Warranty Period and thereafter so long as Customer is subscribing and paying for Maintenance and Support Services, the ES&S Equipment and ES&S Software shall be maintained or upgraded by ES&S in such a way as to remain compliant with all applicable state election laws and regulations. "Maintained or upgraded" shall mean only such changes to individual items of the ES&S Software (but not ES&S Equipment) as are technologically feasible and commercially reasonable. Customer shall be solely responsible for the cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to remain compliant with applicable laws and regulations.

15. **State Recertifications.** In the event that any future state certifications or recertifications are required that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

- (i) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to remain certified;
- (ii) Customer's pro-rata share of such future state certification or recertification costs; and
- (iii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such future state certifications or recertifications.

Customer's pro-rata share of the costs included under subsections 15(i) and 15(ii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

16. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-10, 12(b), 13-16 these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services. In the event Customer terminates this Exhibit A through no fault of ES&S and later desires to subscribe for a Hardware Maintenance and Software License, Maintenance and Support plan, or otherwise changes its Hardware Maintenance and Software License, Maintenance and Support plan with ES&S during the Initial Term or any Renewal Period thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance and Software License, Maintenance and Support plan coverage.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine

Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been

removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes,

transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Exhibit A. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

<u>Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$7,595.00
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$28,205.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$3,525.00
Total Maintenance Fees for the Initial Term:		\$39,325.00
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEESInitial Term: Expiration of the Warranty Period through the **first** anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
1	Model DS850 Scanner	Year 1	\$3,995.00	\$3,995.00
30	ExpressVote Unit	Year 1	\$120.00	\$3,600.00
Total Hardware Maintenance Fees for the Initial Term				\$7,595.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: Customer's Designated Location: Gila County, Arizona

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Note 5: Upon expiration of the Initial Term, this Schedule A1 shall automatically renew as set forth in Article I, Section 1.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of ES&S Equipment.

- Update of maintenance records which are kept by serial number and available to the Customer through the Customer's ES&S Web-based portal.

5. Repair Services.

- Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
ELECTIONWARE SOFTWARE**

Initial License and Maintenance Term: Expiration of Warranty Period through the **first** anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software – PYO Standard	Year 1	\$27,090.00
1	Synthesized Audio Capability – Additional Language	Year 1	\$1,115.00
Total Software License, Maintenance and Support Fees for the Initial Term			\$28,205.00

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Initial License and Maintenance Term: Expiration of Warranty Period through the **first** anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
1	Model DS850 Scanner	Year 1	\$1,575.00	\$1,575.00
30	ExpressVote Unit	Year 1	\$65.00	\$1,950.00
Total Firmware License, Maintenance and Support Fees for the Initial Term				\$3,525.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.

- Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
 - Customer shall store the Equipment in accordance with ES&S requirements set forth herein.
2. Customer shall have reviewed a complete set of User Manuals.
 3. Customer shall have reviewed Training Checklists.
 4. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
 5. Customer shall be responsible for data extraction from Customer voter registration system.
 6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
 7. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
 8. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
 9. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
 10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

**EXHIBIT B
THIRD PARTY ITEMS**

Customer acknowledges that ES&S has merely purchased the third party items set forth below for resale or rental to Customer, and that the proprietary and intellectual property rights to the third party items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the third party items, all of its rights, obligations and service requirements and communications with respect thereto flow from and to the Third Parties.

Qty Ord.	Description	Price	Ext. Price
	EMS WORKSTATION		
1	DELL OPTIPLEX 7020 (Desktop) <ul style="list-style-type: none"> • OptiPlex 7020 MT BTX • 8GB (2x4G) 1600MHz DDR3 Memory • US English (QWERTY) Dell KB212-B QuietKey USB Keyboard • AMD Radeon R5 240, 1GB, Full Height • No Wireless • 500GB 3.5inch Serial ATA (7,200 Rpm) Hard Drive • Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license) • OptiPlex 7020 Minitower Chassis with Standard Power Supply • Dell USB Optical Mouse MS111 • 16X Half Height DVD+/-RW Drive • Internal Dell Business Audio Speaker • System Power Cord (Philippine/TH/US) • Windows 8.1 DVD OS Recovery(English) • Dell Backup and Recovery Basic • Desktop BTO Standard shipment • Not Selected in this Configuration • Safety/Environment and Regulatory Guide (English/French/Dutch) • Dell Limited Hardware Warranty Plus Service • ProSupport Plus: Accidental Damage Service, 5 Years • ProSupport Plus: Keep Your Hard Drive, 5 Years • ProSupport Plus: Next Business Day Onsite 5 Years • ProSupport Plus: 7x24 Technical Support, 5 Years • TPM Enabled • Intel Core I5-4590 (Quad Core, 3.30GHz Turbo, 6MB, w/ HD Graphics 4600) • No DDPE Encryption Software • Chassis Intrusion Switch • Minitower Chassis Mainstream Heatsink (95watts) • Dell Adapter – DisplayPort to HDMI • P2213 LCD MONITOR 	\$1,440.00	\$1,440.00
1	SYMANTEC ENDPOINT PROTECTION 12.1.4	\$46.67	\$46.67
1	ADOBE ACROBAT STANDARD XI	\$401.33	\$401.33
1	UNITTERUPTABLE POWER SUPPLY (UPS) BATTERY BACKUP, 750 VA (Workstations) – Optional	\$140.00	\$140.00
	MISCELLANEOUS COMPONENTS		
1	OKI B721DN LED DIGITAL LASER DUPLEX PRINTER - Optional	\$1,166.67	\$1,166.67
1	OKI B721DN BLACK TONER – 25,000 PAGES - Optional	\$388.00	\$388.00

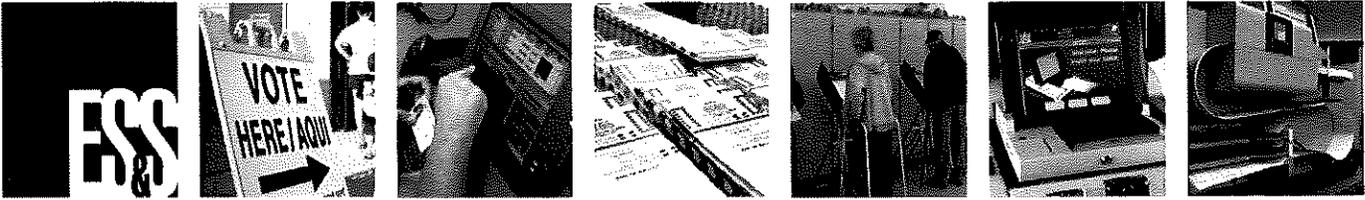
1	STARTECH 6' USB 2.0 A-B CABLE – <i>Optional</i>	\$4.33	\$4.33
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Order Total

\$3,587.00

Note 1:

The configuration and specification of third party items as set forth here are subject to change by ES&S and/or the manufacturer. Should the actual configuration and specifications differ from those set forth herein, ES&S agrees to provide, and Customer agrees to accept, Third Party Items that are comparable to those described above.



**Gila County, Arizona
Electronic Pollbook Sales Order Agreement**

Description	UOM	Qty	Unit Price	Total Price
ExpressPoll Tablet with Barcode Scanning and Signature Capture Capabilities. Includes Tablet Protector Sleeve, Back Strap, Stand, Stylus with Tether, Micro-SD Card w/SD Adapter, 16GB Thumb Drive, USB Dongle, USB Power Cable, 6-ft Power Cable, Touch Screen Cleaning Kit, Carrying Case, ExpressPoll Software, and Loading of Software on the Unit.	Each	30	\$865.00	\$25,950.00
MY3 Printer with Power Supply/Cord, USB Cable, Paper Roll, and Battery Backup	Each	30	\$412.00	\$12,360.00
Ballot On Demand Items:				
C711 Printer	Each	10	\$2,575.00	\$25,750.00
Other:				
Mobile Broadband Router with Enterprise Cloud License (CradlePoint 1200)	Each	30	\$264.00	\$7,920.00
4-Port USB Hub (Required if using any peripheral item with the tablet)	Each	30	\$18.00	\$540.00
Software:				
CentralPoint Software License and Hosting Fee. Requires Internet Explorer 10 or above.	License	1	\$3,875.00	\$3,875.00
Implementation Services:				
Acceptance Testing (per Unit)	Per Unit	30	\$50.00	\$1,500.00
Project Management - Initial Kick-Off and Process Consultation	Day	1	\$1,575.00	\$1,575.00
Project Management	Day	2	\$1,575.00	\$3,150.00
On-Site Support (3 Consecutive Days)	Event	1	\$4,125.00	\$4,125.00
Web-Ex Training for CentralPoint (Class Size of 10 Participants)	Event	1	\$1,000.00	\$1,000.00
EZRoster Software Training	Day	1	\$1,575.00	\$1,575.00
Shipping (ExpressPoll Hardware & Software)	Per Unit	30	\$20.00	\$600.00
One-Year Hardware and Software Warranty	N/A			Included
Order Total				\$89,920.00

Payment Terms:

\$22,480.00 Due within thirty (30) calendar days of contract execution.

\$67,440.00 Due within thirty (30) calendar days of delivery of ExpressPoll Hardware and/or ExpressPoll Software.

Post-Warranty License and Maintenance and Support Services will be invoiced 90-days prior to the coverage period and are due within thirty (30) calendar days of invoice date.

Estimated Data Conversion Fees (Per Election if ES&S is Performing the Data Conversion):

Set-Up/Configuration Fee	Per Election	1	\$500.00	\$500.00
Includes Data Analysis, Delivery of Sample Data, and Delivery of Final Data				
Configuration File Customization				
- Screen Customization				
- Options Setting				
Testing/Validation				
- Validation of Final Record Counts				
- Baseline Validation of Application Workflows & Active Functions				
- Testing of Special Configuration or Customer Options				

ELECTRONIC POLLBOOK GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license to Customer and Customer agrees to purchase and/or license from ES&S, the Equipment, ES&S Firmware and ES&S Software described on the attached Electronic Pollbook Sales Order ("Sales Order"). The payment terms for the Equipment, ES&S Firmware and ES&S Software are set forth on the attached Sales Order. Title to the Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the Sales Order for the Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license to use the ES&S Software and ES&S Firmware, described on the Sales Order, and related Documentation in the Jurisdiction while Customer is using the Equipment, ES&S Firmware and ES&S Software during the Initial License Term or any License Renewal Term as defined in Section 4 below. The ES&S Software and the ES&S Firmware described in this Section 2 are ES&S proprietary software products and are hereinafter collectively referred to as the "ES&S Software." The license allows Customer to use the ES&S Software (in object code only) and the Documentation, in the course of operating the Equipment and solely for the purposes of managing the electronic poll book voter lists and voter registration process at each polling location in Customer's jurisdiction. The license granted in this Section 2 does not permit Customer to use or access the source code for the ES&S Software.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software; or

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark or patent).

4. **Term of License.** The license granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the license shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the Sales Order. The license terms for any License Renewal Term shall be as set forth on Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2 or 3 with respect to, such license. Upon the termination of the license granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of third party items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) train Customer on Updates, if such training is requested by Customer; (ii) install the Updates; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates set forth on the Sales Order are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the Equipment and Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Equipment and Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. Warranty.

a. **Equipment/ Software.** ES&S warrants that for a 1 year period (the "Warranty Period"), it will repair or replace any component of the Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. Any repaired or replaced item of Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Equipment or ES&S Software will become the property of ES&S. ES&S shall not be responsible for the repair or replacement of (i) consumable parts, such as batteries or protective coatings that are designed to diminish over time, (ii) cosmetic damage, including, but not limited to, screen cracks, scratches, dents and broken plastic or (iii) defects caused by normal wear and tear. All Equipment warranty services shall be provided at ES&S' designated location. This warranty is effective provided that (i) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact or use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent Update, or the second most recent Update, provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon the expiration of the Warranty Period, the Customer shall be entitled to receive the Software Maintenance and Support Services described on Exhibit A, upon the payment of the applicable fees for such service.

b. **System.** ES&S warrants that the Equipment and ES&S Software will operate in conjunction with the third party items during the Warranty Period, provided that (i) Customer is using third party items which have been approved by ES&S in writing for use with the Equipment and ES&S Software, (ii) Customer has installed and is using the most recent Update, or the second most recent Update, provided to it by ES&S, and (iii) the third party items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, ES&S will repair or replace the item of Equipment or ES&S Software that is causing such breach to occur. Customer acknowledges that ES&S has merely purchased the

third party items for resale or rental to Customer, and that the proprietary and intellectual property rights to the third party items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the third party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the third party items which are provided to ES&S.

c. **Exclusive Remedies. IN THE EVENT OF A BREACH OF SUBSECTIONS 7(a) or 7(b), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTIONS, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and ES&S Software to achieve Customer's intended results; (b) the use of the Equipment and ES&S Software; (c) the results obtained from the use of the Equipment and ES&S Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or ES&S Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Software Maintenance and Support Services.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the ES&S Software. Further, Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and

encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Equipment, the Software, the Documentation and training materials that are provided, and all permitted copies of the foregoing.

10. **Indemnification.** Customer shall indemnify and hold harmless ES&S from and against any and all adverse consequences arising out of or relating to the following:

a. Any Third Party Infringement Claim resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of Equipment or ES&S Software without the prior written consent of ES&S;

b. Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;

c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and

d. Customer's election not to receive, or to terminate, Software Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 10, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

11. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay

12. **Term; Termination.** This Agreement is made as of the date it is executed by the last of the parties named on the Sales Order (the "Effective Date"). The parties acknowledge and agree that certain of the Exhibits contain separate termination provisions, and that the termination of any Exhibit shall not constitute a termination of any other Exhibit or of the Agreement as a whole. This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 calendar days after it

receives written notification thereof from the non-breaching party.

13. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

14. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed fax, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page of the Sales Order which is attached to this Agreement and at the addresses or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

15. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 calendar days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than 60 calendar days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises where the Equipment is located and remove it. Any undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

16. **Additional Services; Changes.** Unless otherwise stated on the Sales Order, Customer shall be responsible for all costs related to services entered into in separate agreements such as, but not limited to, election coding, data conversion costs and network set up and communication. In addition, Customer is responsible for equipment and setup, and the costs associated with setup, of the network

infrastructure for data transfer and application communication unless specified in separate agreements. In addition, in the event the Customer changes, makes updates, enhances or otherwise modifies the Customer's currently existing voter registration system and such changes, updates, enhancements or modifications results in ES&S having to re-perform any services provided under this Agreement, the Customer shall be responsible for any such additional charges; which shall be invoiced at ES&S' then current rates.

17. Other. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Sections 1 - 5, 8 - 12, 14 and 15(b) of these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
ES&S SOFTWARE LICENSE AND MAINTENANCE AND SUPPORT SERVICES

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A shall be in effect from the date on which the Initial License Term expires until the first anniversary thereof (the "License Renewal Term"). The License Renewal Term shall automatically renew for an unlimited number of successive one year periods until this Exhibit A is terminated by the first to occur of (a) either party's election to terminate it upon expiration of the License Renewal Term or any renewal thereof, written notice of which election shall be given to the other party at least sixty (60) calendar days prior to such annual expiration date, (b) the date that is thirty (30) calendar days after either party notifies the other that the other has materially breached this Exhibit A, and the breaching party fails to cure such breach within such 30-day period, or (c) the date that is 30 days after Customer fails to pay any amount due ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due ES&S hereunder.

2. **Fees.** In consideration for ES&S' agreement to provide the ES&S Software License and Software Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Software License and Software Maintenance and Support Fees set forth on Electronic Pollbook Sales Order. The ES&S Software license and Software Maintenance and Support Fees for the License Renewal Term are due on the date of the expiration of the Initial License Term. The ES&S Software license and Software Maintenance and Support Fees for any renewal period shall be at the then current rates in effect and are due and payable no later than thirty (30) days prior to the beginning of such renewal period. The ES&S Software license and Software Maintenance and Support Fee shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A or the Agreement. If Customer elects to license and receive Software Maintenance and Support for an Add-On or New Product during the Term or any renewal thereof, ES&S will charge an incremental license and Software Maintenance and Support Fee for such license and services.

ARTICLE II
License of ES&S Software

1. **Grant of License.** During the License Renewal Term or any renewal thereof, ES&S shall grant to Customer a nonexclusive, nontransferable license to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the Equipment and ES&S Software. The license allows Customer to use the ES&S Software (in object code only) and the Documentation, in the course of operating the Equipment and solely for the purposes of managing the electronic poll book voter lists and voter registration process at each polling location in Customer's jurisdiction. The license granted in this does not permit Customer to use or access the source code for the ES&S Software.

2. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software; or
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer without ES&S' prior written consent; or
- c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
- d. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark or patent).

3. **Term of License.** The license granted in Article II, Section 1 shall commence upon the expiration of the Initial License Term and receipt of payment by ES&S in accordance with Article I, Section 2 of this Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 1 or 2 of this Article II with respect to, such license. Upon the termination of the license granted in Section 1 of Article II for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

ARTICLE III
ES&S SOFTWARE MAINTENANCE AND SUPPORT SERVICES

1. **Services Provided.** ES&S shall provide maintenance and support services for the ES&S Software ("Software Maintenance and Support"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship.

2. **Updates.** During the Software Maintenance Term and any renewals thereof, ES&S shall continue to provide updates in accordance with any update schedule determined by ES&S.

3. **Reinstatement of ES&S License and Software Maintenance and Support Services.** If the License Renewal Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving ES&S' license and Software Maintenance and Support Services upon (a) notification to ES&S, and (b) payment of all fees which would have been due to ES&S had the ES&S' License Renewal Term not expired, plus a reinstatement charge.

4. **Conditions.** ES&S shall provide Software Maintenance and Support Services for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. However, such Software Maintenance and Support Services shall not be provided at the Software Maintenance and Support Services Fees outlined in the Sales Order, but shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises.

5. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all ES&S License and Software Maintenance and Services Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered.



11208 JOHN GALT BLVD
 OMAHA, NE 68137-2364
 (402) 593-0101

Sales Order Agreement

Customer P.O. #: _____

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: (928) 402-8708

Fax Number: (928) 402-4319

Customer Contact, Title: Eric A. Mariscal - Director

Customer Name: Gila County, Arizona

Type of Sale: NEW
 Type of Equip: NEW REFURBISHED

Bill To: _____
Gila County, Arizona
Eric A. Mariscal - Director
5515 S. Apache Ave., Ste. 900
Globe, AZ 85501

Ship To: _____
Gila County, Arizona
Eric A. Mariscal - Director
5515 S. Apache Ave., Ste. 900
Globe, AZ 85501

Item	Description	Qty	Price	Total
1	DS850 Model DS850 High Speed Digital Image Scanner with Steel Table, Report Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Three (3) 8GB Jump Drives, Start-Up Kit, and Dust Cover	1	\$111,500.00	\$111,500.00
2	Initial Annual License Fee Model DS850 Scanner	1	Included	Included
3	Other Ballot Jogger	1	\$550.00	\$550.00
4	ExpressVote ExpressVote Unit with Soft-Sided Case, Detachable ADA Keypad, 4GB Flash Drive, and Headphones	30	\$3,500.00	\$105,000.00
5	Other ExpressVote Printer	30	\$725.00	\$21,750.00
6	Ballot On Demand Flex Printer with Firmware and Precision Input Feed Tray	1	\$6,255.00	\$6,255.00
7	Software ElectionWare Software - PYO Standard	1	\$27,090.00	\$27,090.00
8	Software Synthesized Audio Capability - Additional Language	1	\$1,115.00	\$1,115.00
9	3rd Party Items Third Party Items as set forth on Exhibit B	1	\$3,587.00	\$3,587.00
10	Installation Services Network Installation - ES&S In-House	1	\$1,300.00	\$1,300.00
11	Installation Services Model DS850 Installation/Training Fee (1st Unit)	1	\$3,500.00	\$3,500.00
12	Installation Services ExpressVote Installation/Acceptance Testing	30	\$105.00	\$3,150.00
13	Services Software Training Day	5	\$1,575.00	\$7,875.00
14	Services On-Site Election Support Event	1	\$4,125.00	\$4,125.00
15	Shipping Shipping & Handling	1	\$1,250.00	\$1,250.00

Freight Billable: yes no

Order Subtotal \$ 298,047.00

Arizona Customer Discount **(\$23,343.36)**

Order Total \$ 274,703.64

Dan Clark
 Regional Sales Manager
Volcano, Arizona 12/14/2015
 V.P. of Finance Date

Customer Signature _____ Date _____
 Title _____

Special Notes:

Payment Terms
 100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.
 Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.
 Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years): One (1) Year After Equipment Delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)
 The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the reverse side. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the reverse side. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the reverse side for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.
2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in Customer's jurisdiction. The licenses granted in this Section 2 do not permit Customer to access or in any way use the source code for the ES&S Software.
3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:
 - a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
 - b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or
 - c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
 - d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.
4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the reverse side. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.
5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in local law.
6. **Delivery; Risk of Loss.** The Estimated Delivery Dates set forth on the reverse side are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.
7. **Warranty.**
 - a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a 1-year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update, or the second most recent update, provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.
 - b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.
 8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the ES&S Equipment and ES&S Software to achieve Customer's intended results; (b) the use of the ES&S Equipment and ES&S Software; (c) the results obtained from the use of the ES&S Equipment and ES&S Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update, or the second most recent update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.
 9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.
 10. **Indemnification.** To the fullest extent permitted under applicable law, Customer shall indemnify and hold harmless ES&S from and against any and all claims, damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorneys' fees) (collectively "Adverse Consequences") arising out of or relating to the following:
 - a. Any claim that any of the ES&S Equipment or ES&S Software infringes upon any third party's copyright, trademark or patent existing as of the date hereof (a "Third Party Infringement Claim") resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any ES&S Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of ES&S Equipment or ES&S Software without the prior written consent of ES&S;
 - b. Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;
 - c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and
 - d. Customer's election not to receive, or to terminate, Hardware Maintenance Services or ES&S Software Maintenance and Support.ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 10, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.
 11. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.
 12. **Disputes.**
 - a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.
 - b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than 60 days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and

payable, enter the premises where the ES&S Equipment is located and remove it. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

13. **Notice.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

14. **Compliance with Laws.** In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. In addition, ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. ES&S further warrants that during the Warranty Period and thereafter so long as Customer is subscribing and paying for Maintenance and Support Services, the ES&S Equipment and ES&S Software shall be maintained or upgraded by ES&S in such a way as to remain compliant with all applicable state election laws and regulations. "Maintained or upgraded" shall mean only such changes to individual items of the ES&S Software (but not ES&S Equipment) as are technologically feasible and commercially reasonable. Customer shall be solely responsible for the cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to remain compliant with applicable laws and regulations.

15. **State Recertifications.** In the event that any future state certifications or recertifications are required that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

- (i) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to remain certified;
- (ii) Customer's pro-rata share of such future state certification or recertification costs; and
- (iii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such future state certifications or recertifications.

Customer's pro-rata share of the costs included under subsections 15(ii) and 15(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

16. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-10, 12(b), 13-16 these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services. In the event Customer terminates this Exhibit A through no fault of ES&S and later desires to subscribe for a Hardware Maintenance and Software License, Maintenance and Support plan, or otherwise changes its Hardware Maintenance and Software License, Maintenance and Support plan with ES&S during the Initial Term or any Renewal Period thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance and Software License, Maintenance and Support plan coverage.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine

Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been

removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes,

transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Exhibit A. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

<u>Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$7,595.00
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$28,205.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$3,525.00
Total Maintenance Fees for the Initial Term:		\$39,325.00
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through the **first** anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
1	Model DS850 Scanner	Year 1	\$3,995.00	\$3,995.00
30	ExpressVote Unit	Year 1	\$120.00	\$3,600.00
Total Hardware Maintenance Fees for the Initial Term				\$7,595.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: Customer’s Designated Location: Gila County, Arizona

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Note 5: Upon expiration of the Initial Term, this Schedule A1 shall automatically renew as set forth in Article I, Section 1.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer’s ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer’s specifications.
 - Use of a checklist tailored for each piece of ES&S Equipment.

- Update of maintenance records which are kept by serial number and available to the Customer through the Customer's ES&S Web-based portal.

5. Repair Services.

- Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
ELECTIONWARE SOFTWARE**

Initial License and Maintenance Term: Expiration of Warranty Period through the **first** anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software – PYO Standard	Year 1	\$27,090.00
1	Synthesized Audio Capability – Additional Language	Year 1	\$1,115.00
Total Software License, Maintenance and Support Fees for the Initial Term			\$28,205.00

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Initial License and Maintenance Term: Expiration of Warranty Period through the **first** anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
1	Model DS850 Scanner	Year 1	\$1,575.00	\$1,575.00
30	ExpressVote Unit	Year 1	\$65.00	\$1,950.00
Total Firmware License, Maintenance and Support Fees for the Initial Term				\$3,525.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.

- Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
 - Customer shall store the Equipment in accordance with ES&S requirements set forth herein.
2. Customer shall have reviewed a complete set of User Manuals.
 3. Customer shall have reviewed Training Checklists.
 4. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
 5. Customer shall be responsible for data extraction from Customer voter registration system.
 6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
 7. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
 8. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
 9. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
 10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

**EXHIBIT B
THIRD PARTY ITEMS**

Customer acknowledges that ES&S has merely purchased the third party items set forth below for resale or rental to Customer, and that the proprietary and intellectual property rights to the third party items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the third party items, all of its rights, obligations and service requirements and communications with respect thereto flow from and to the Third Parties.

Qty Ord.	Description	Price	Ext. Price
EMS WORKSTATION			
1	DELL OPTIPLEX 7020 (Desktop) <ul style="list-style-type: none"> • OptiPlex 7020 MT BTX • 8GB (2x4G) 1600MHz DDR3 Memory • US English (QWERTY) Dell KB212-B QuietKey USB Keyboard • AMD Radeon R5 240, 1GB, Full Height • No Wireless • 500GB 3.5inch Serial ATA (7,200 Rpm) Hard Drive • Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license) • OptiPlex 7020 Minitower Chassis with Standard Power Supply • Dell USB Optical Mouse MS111 • 16X Half Height DVD+/-RW Drive • Internal Dell Business Audio Speaker • System Power Cord (Philippine/TH/US) • Windows 8.1 DVD OS Recovery(English) • Dell Backup and Recovery Basic • Desktop BTO Standard shipment • Not Selected in this Configuration • Safety/Environment and Regulatory Guide (English/French/Dutch) • Dell Limited Hardware Warranty Plus Service • ProSupport Plus: Accidental Damage Service, 5 Years • ProSupport Plus: Keep Your Hard Drive, 5 Years • ProSupport Plus: Next Business Day Onsite 5 Years • ProSupport Plus: 7x24 Technical Support, 5 Years • TPM Enabled • Intel Core I5-4590 (Quad Core, 3.30GHz Turbo, 6MB, w/ HD Graphics 4600) • No DDPE Encryption Software • Chassis Intrusion Switch • Minitower Chassis Mainstream Heatsink (95watts) • Dell Adapter – DisplayPort to HDMI • P2213 LCD MONITOR 	\$1,440.00	\$1,440.00
1	SYMANTEC ENDPOINT PROTECTION 12.1.4	\$46.67	\$46.67
1	ADOBE ACROBAT STANDARD XI	\$401.33	\$401.33
1	UNINTERRUPTABLE POWER SUPPLY (UPS) BATTERY BACKUP, 750 VA (Workstations) – <i>Optional</i>	\$140.00	\$140.00
MISCELLANEOUS COMPONENTS			
1	OKI B721DN LED DIGITAL LASER DUPLEX PRINTER - <i>Optional</i>	\$1,166.67	\$1,166.67
1	OKI B721DN BLACK TONER – 25,000 PAGES - <i>Optional</i>	\$388.00	\$388.00

1	STARTECH 6' USB 2.0 A-B CABLE – <i>Optional</i>	\$4.33	\$4.33
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Order Total **\$3,587.00**

Note 1:

The configuration and specification of third party items as set forth here are subject to change by ES&S and/or the manufacturer. Should the actual configuration and specifications differ from those set forth herein, ES&S agrees to provide, and Customer agrees to accept, Third Party Items that are comparable to those described above.



Gila County, Arizona
Electronic Pollbook Sales Order Agreement

Description	UOM	Qty	Unit Price	Total Price
ExpressPoll Tablet with Barcode Scanning and Signature Capture Capabilities. Includes Tablet Protector Sleeve, Back Strap, Stand, Stylus with Tether, Micro-SD Card w/SD Adapter, 16GB Thumb Drive, USB Dongle, USB Power Cable, 6-ft Power Cable, Touch Screen Cleaning Kit, Carrying Case, ExpressPoll Software, and Loading of Software on the Unit.	Each	30	\$865.00	\$25,950.00
MY3 Printer with Power Supply/Cord, USB Cable, Paper Roll, and Battery Backup	Each	30	\$412.00	\$12,360.00
Ballot On Demand Items:				
C711 Printer	Each	10	\$2,575.00	\$25,750.00
Other:				
Mobile Broadband Router with Enterprise Cloud License (CradlePoint 1200)	Each	30	\$264.00	\$7,920.00
4-Port USB Hub (Required if using any peripheral item with the tablet)	Each	30	\$18.00	\$540.00
Software:				
CentralPoint Software License and Hosting Fee. Requires Internet Explorer 10 or above.	License	1	\$3,875.00	\$3,875.00
Implementation Services:				
Acceptance Testing (per Unit)	Per Unit	30	\$50.00	\$1,500.00
Project Management - Initial Kick-Off and Process Consultation	Day	1	\$1,575.00	\$1,575.00
Project Management	Day	2	\$1,575.00	\$3,150.00
On-Site Support (3 Consecutive Days)	Event	1	\$4,125.00	\$4,125.00
Web-Ex Training for CentralPoint (Class Size of 10 Participants)	Event	1	\$1,000.00	\$1,000.00
EZRoster Software Training	Day	1	\$1,575.00	\$1,575.00
Shipping (ExpressPoll Hardware & Software)	Per Unit	30	\$20.00	\$600.00
One-Year Hardware and Software Warranty	N/A			Included
Order Total				\$89,920.00

Payment Terms:

\$22,480.00 Due within thirty (30) calendar days of contract execution.

\$67,440.00 Due within thirty (30) calendar days of delivery of ExpressPoll Hardware and/or ExpressPoll Software.

Post-Warranty License and Maintenance and Support Services will be invoiced 90-days prior to the coverage period and are due within thirty (30) calendar days of invoice date.

Estimated Data Conversion Fees (Per Election if ES&S is Performing the Data Conversion):

Set-Up/Configuration Fee	Per Election	1	\$500.00	\$500.00
Includes Data Analysis, Delivery of Sample Data, and Delivery of Final Data Configuration File Customization				
- Screen Customization				
- Options Setting				

Testing/Validation

- Validation of Final Record Counts
- Baseline Validation of Application Workflows & Active Functions
- Testing of Special Configuration or Customer Options



**Gila County, Arizona
Electronic Pollbook Sales Order Agreement**

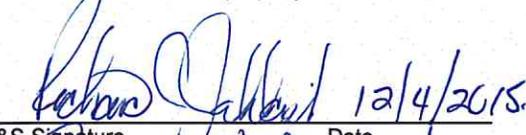
Description	UOM	Qty	Unit Price	Total Price
Processing Fee Per Registered Voter	Per RV	29,472	\$0.0125	\$368.40
Signature File Processing	Per RV	29,472	\$0.0050	\$147.36
Voter Images Processing	Per RV	0	\$0.0050	TBD
Pollbook Database Update (fee per update)	Per Update	1	\$225.00	\$225.00
Post-Election Voter History Update (fee per update)	Per Update	1	\$225.00	\$225.00
Custom Report Creation	N/A	0	Per Quote	Per Quote
Custom VR Voter History Import File Creation	Each	0	\$300.00	TBD
Reconversion Fee	Each	0	\$250.00	TBD
Pollbook Screen Revision	Each	0	\$125.00	TBD
Poll Location Map Display	Each	0	\$150.00	TBD
Custom Conversion per Hour	Hour	0	\$150.00	TBD

Estimated Data Conversion Fees

\$1,465.76

Note: Data Conversion Services will be invoiced as Services are provided and total fees will be based upon actual work performed. 100% of invoice total due within 30 calendar days of invoice date.

The parties hereby agree that this Sales Order and the ExpressPoll Sales Order Agreement General Terms, attached hereto and fully incorporated herein by this reference, (collectively, the "Agreement") represents a binding agreement between ES&S and Customer for the purchase of ExpressPoll System products and services. Further, the undersigned Customer hereby agrees to purchase such ExpressPoll products and services from ES&S as set forth herein. The undersigned Customer hereby agrees to the ExpressPoll System Sales Order Agreement General Terms and acknowledges that he or she has read the entire Agreement, understands it and fully intends to be bound by it. The undersigned Customer hereby certifies that: 1) sufficient funds are available for any of this purchase that exceeds my allocation of state and/or federal funding; and 2) any amount not funded by state and/or federal funds has been authorized and appropriated for this purchase. As of the date of the signature below, the undersigned Customer has full power and authority to enter into and perform this Agreement, and has been properly authorized to execute and deliver this Agreement on behalf of the Customer as set forth above.


 ES&S Signature _____ Date 12/4/2015

 Print Name _____

 Title _____

 Customer Signature _____ Date _____

 Print Name _____

 Title _____

Customer	Gila County, Arizona
Contact Person	Eric Mariscal - Director
Address (no PO box)	5515 S. Apache Ave. - Ste. 900
City	Globe
State/Province	AZ
Zip	85501
Phone number	(928) 402-8708

ELECTRONIC POLLBOOK GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license to Customer and Customer agrees to purchase and/or license from ES&S, the Equipment, ES&S Firmware and ES&S Software described on the attached Electronic Pollbook Sales Order ("Sales Order"). The payment terms for the Equipment, ES&S Firmware and ES&S Software are set forth on the attached Sales Order. Title to the Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the Sales Order for the Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license to use the ES&S Software and ES&S Firmware, described on the Sales Order, and related Documentation in the Jurisdiction while Customer is using the Equipment, ES&S Firmware and ES&S Software during the Initial License Term or any License Renewal Term as defined in Section 4 below. The ES&S Software and the ES&S Firmware described in this Section 2 are ES&S proprietary software products and are hereinafter collectively referred to as the "ES&S Software." The license allows Customer to use the ES&S Software (in object code only) and the Documentation, in the course of operating the Equipment and solely for the purposes of managing the electronic poll book voter lists and voter registration process at each polling location in Customer's jurisdiction. The license granted in this Section 2 does not permit Customer to use or access the source code for the ES&S Software.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software; or

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark or patent).

4. **Term of License.** The license granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the license shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the Sales Order. The license terms for any License Renewal Term shall be as set forth on Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2 or 3 with respect to, such license. Upon the termination of the license granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of third party items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) train Customer on Updates, if such training is requested by Customer; (ii) install the Updates; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates set forth on the Sales Order are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the Equipment and Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Equipment and Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. **Warranty.**

a. **Equipment/ Software.** ES&S warrants that for a 1 year period (the "Warranty Period"), it will repair or replace any component of the Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. Any repaired or replaced item of Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Equipment or ES&S Software will become the property of ES&S. ES&S shall not be responsible for the repair or replacement of (i) consumable parts, such as batteries or protective coatings that are designed to diminish over time, (ii) cosmetic damage, including, but not limited to, screen cracks, scratches, dents and broken plastic or (iii) defects caused by normal wear and tear. All Equipment warranty services shall be provided at ES&S' designated location. This warranty is effective provided that (i) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact or use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent Update, or the second most recent Update, provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon the expiration of the Warranty Period, the Customer shall be entitled to receive the Software Maintenance and Support Services described on Exhibit A, upon the payment of the applicable fees for such service.

b. **System.** ES&S warrants that the Equipment and ES&S Software will operate in conjunction with the third party items during the Warranty Period, provided that (i) Customer is using third party items which have been approved by ES&S in writing for use with the Equipment and ES&S Software, (ii) Customer has installed and is using the most recent Update, or the second most recent Update, provided to it by ES&S, and (iii) the third party items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, ES&S will repair or replace the item of Equipment or ES&S Software that is causing such breach to occur. Customer acknowledges that ES&S has merely purchased the

third party items for resale or rental to Customer, and that the proprietary and intellectual property rights to the third party items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the third party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the third party items which are provided to ES&S.

c. **Exclusive Remedies.** IN THE EVENT OF A BREACH OF SUBSECTIONS 7(a) or 7(b), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTIONS, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and ES&S Software to achieve Customer's intended results; (b) the use of the Equipment and ES&S Software; (c) the results obtained from the use of the Equipment and ES&S Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or ES&S Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Software Maintenance and Support Services.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the ES&S Software. Further, Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and

encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Equipment, the Software, the Documentation and training materials that are provided, and all permitted copies of the foregoing.

10. **Indemnification.** Customer shall indemnify and hold harmless ES&S from and against any and all adverse consequences arising out of or relating to the following:

a. Any Third Party Infringement Claim resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of Equipment or ES&S Software without the prior written consent of ES&S;

b. Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;

c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and

d. Customer's election not to receive, or to terminate, Software Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 10, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

11. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay

12. **Term; Termination.** This Agreement is made as of the date it is executed by the last of the parties named on the Sales Order (the "Effective Date"). The parties acknowledge and agree that certain of the Exhibits contain separate termination provisions, and that the termination of any Exhibit shall not constitute a termination of any other Exhibit or of the Agreement as a whole. This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 calendar days after it

receives written notification thereof from the non-breaching party.

13. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

14. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed fax, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page of the Sales Order which is attached to this Agreement and at the addresses or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

15. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 calendar days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than 60 calendar days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises where the Equipment is located and remove it. Any undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

16. **Additional Services; Changes.** Unless otherwise stated on the Sales Order, Customer shall be responsible for all costs related to services entered into in separate agreements such as, but not limited to, election coding, data conversion costs and network set up and communication. In addition, Customer is responsible for equipment and setup, and the costs associated with setup, of the network

infrastructure for data transfer and application communication unless specified in separate agreements. In addition, in the event the Customer changes, makes updates, enhances or otherwise modifies the Customer's currently existing voter registration system and such changes, updates, enhancements or modifications results in ES&S having to re-perform any services provided under this Agreement, the Customer shall be responsible for any such additional charges; which shall be invoiced at ES&S' then current rates.

17. Other. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Sections 1 – 5, 8 – 12, 14 and 15(b) of these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
ES&S SOFTWARE LICENSE AND MAINTENANCE AND SUPPORT SERVICES

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A shall be in effect from the date on which the Initial License Term expires until the first anniversary thereof (the "License Renewal Term"). The License Renewal Term shall automatically renew for an unlimited number of successive one year periods until this Exhibit A is terminated by the first to occur of (a) either party's election to terminate it upon expiration of the License Renewal Term or any renewal thereof, written notice of which election shall be given to the other party at least sixty (60) calendar days prior to such annual expiration date, (b) the date that is thirty (30) calendar days after either party notifies the other that the other has materially breached this Exhibit A, and the breaching party fails to cure such breach within such 30-day period, or (c) the date that is 30 days after Customer fails to pay any amount due ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due ES&S hereunder.

2. **Fees.** In consideration for ES&S' agreement to provide the ES&S Software License and Software Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Software License and Software Maintenance and Support Fees set forth on Electronic Pollbook Sales Order. The ES&S Software license and Software Maintenance and Support Fees for the License Renewal Term are due on the date of the expiration of the Initial License Term. The ES&S Software license and Software Maintenance and Support Fees for any renewal period shall be at the then current rates in effect and are due and payable no later than thirty (30) days prior to the beginning of such renewal period. The ES&S Software license and Software Maintenance and Support Fee shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A or the Agreement. If Customer elects to license and receive Software Maintenance and Support for an Add-On or New Product during the Term or any renewal thereof, ES&S will charge an incremental license and Software Maintenance and Support Fee for such license and services.

ARTICLE II
License of ES&S Software

1. **Grant of License.** During the License Renewal Term or any renewal thereof, ES&S shall grant to Customer a nonexclusive, nontransferable license to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the Equipment and ES&S Software. The license allows Customer to use the ES&S Software (in object code only) and the Documentation, in the course of operating the Equipment and solely for the purposes of managing the electronic poll book voter lists and voter registration process at each polling location in Customer's jurisdiction. The license granted in this does not permit Customer to use or access the source code for the ES&S Software.

2. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software; or

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark or patent).

3. **Term of License.** The license granted in Article II, Section 1 shall commence upon the expiration of the Initial License Term and receipt of payment by ES&S in accordance with Article I, Section 2 of this Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 1 or 2 of this Article II with respect to, such license. Upon the termination of the license granted in Section 1 of Article II for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

ARTICLE III
ES&S SOFTWARE MAINTENANCE AND SUPPORT SERVICES

1. **Services Provided.** ES&S shall provide maintenance and support services for the ES&S Software ("Software Maintenance and Support"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship.

2. **Updates.** During the Software Maintenance Term and any renewals thereof, ES&S shall continue to provide updates in accordance with any update schedule determined by ES&S.

3. **Reinstatement of ES&S License and Software Maintenance and Support Services.** If the License Renewal Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving ES&S' license and Software Maintenance and Support Services upon (a) notification to ES&S, and (b) payment of all fees which would have been due to ES&S had the ES&S' License Renewal Term not expired, plus a reinstatement charge.

4. **Conditions.** ES&S shall provide Software Maintenance and Support Services for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. However, such Software Maintenance and Support Services shall not be provided at the Software Maintenance and Support Services Fees outlined in the Sales Order, but shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises.

5. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all ES&S License and Software Maintenance and Services Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered.



GILA COUNTY

Procurement Determination: Competition Impracticable

Sections 1 through 3 MUST be completed Use Attachments as Necessary		
1. Agency: Gila County, Elections Department		
Name: Eric Mariscal	Title: Elections Director	
Phone: 928-402-8708		
Subject: Materials or Services : Purchase Voting Equipment & Associated Appurtenances		
Estimated Cost: \$364,623.64 plus sales tax		
2. Provide full description of materials or services: Tabulation hardware, which includes one DS 850, ExpressVote Units, Software and Support Express Poll Tablets, Printers and Software		
3. Provide Justification: In February of 2015 the Gila County Board of Supervisors directed the Gila County Elections Department to implement Vote Centers to provide for cost effective and efficient elections day services for the citizens of Gila County. In order to achieve this goal new elections equipment is needed since the current equipment is approaching its life expectancy of nominal performance. The Gila County Board of Supervisors, with the recommendation of the Gila County Elections Director Eric Mariscal, and the Gila County Recorder Sadie Bingham, selected Election Systems and Software LLC (ES&S) to award the contract to. ES&S is the only vendor that can provide all the components necessary to bring about the implementation of Vote centers. ES&S has the election software, ballot marking handicap accessible machines, central count tabulation machine and electronic poll books that are needed to achieve this goal. No other company could provide all of the needed components essential for Vote Centers. The use of multiple vendors with multiple contracts would have been required. The use of more than one vendor to provide election day support and service was not a direction that the Gila County Board of Supervisors wanted to pursue. All of the equipment necessary for the implementation of Vote Centers has met the requirements for certification with the Arizona Secretary of State's Office. The ability to utilize one vendor to conduct election services provides for critical and timely service and support.		
Comments:		
Approved by:		
Signature: 	Title: FINANCE DIRECTOR	Date: 2/2/16
NOTICE: This is your official written determination in response to your procurement authorization request.		



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

**Explanation of the Gila County Attorney's Office
"Approval as to Form" Review**

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

Gila County Attorney's Office Comment

The county attorney's office has approved this contract as to form. The following comments are for the purpose of bringing to the board's attention two aspects of the contract.

Limited Warranty

The contract provides only a limited warranty of one year and for repair or replacement of component parts or software only.

Limitation of Liability

The contract provides that the vendor cannot be held liable to the county for any damages except direct damages, i.e. indirect, incidental, punitive, exemplary, special, and consequential damages are specifically excluded.

ARF-3597

Regular Agenda Item 2. C.

Regular BOS Meeting

Meeting Date: 02/16/2016

Submitted For: Tommie Martin, Member, Board of Supervisors

Submitted By: Jeannie Sgroi, Contracts Administrator

Department: Board of Supervisors-District 1

Fiscal Year: 2016-2017 Budgeted?: Yes

Contract Dates 01-01-16 to Grant?: No

Begin & End: 12-31-16

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Intergovernmental Agreement No. 123015 with Tonto Natural Resource Conservation District.

Background Information

In 2000, a collaborative range-monitoring program, "Reading the Range", was established with the University of Arizona Cooperative Extension in Gila County, Gila County Cattle Growers Association, and the Tonto National Forest with the assistance of the U.S. Department of Agriculture Renewable Resources Extension Act grant program. Reading the Range was originally funded by a grant from the U.S. Department of Agriculture, but has grown and is now funded from a variety of contributors with 46% being federal funding sources, 5% being state and local government funding sources, and 49% from private funding sources. Collaborators include ranchers, U.S. Forest Service, University of Arizona College of Agriculture and Life Sciences, Natural Resources Conservation Service and Tonto Natural Resources Conservation District.

Funding for Reading the Range has continued with assistance from the U.S. Forest Service, Gila County Board of Supervisors, Natural Resources Conservation Service (NRCS), and the Tonto Natural Resources Conservation District.

Evaluation

The monitoring program uses standardized monitoring techniques to assess rangelands. The information is used to assist in management decisions. The Reading the Range program teaches adaptive management, which is a structured, interactive process of robust decision making in the face of uncertainty with an aim to reduce uncertainty over time via system monitoring. This method is similar to the scientific method, where a hypothesis that something is going to work is developed, applied on the ground, and then the effects on the ground are studied to see how it worked. The program has seen an increase from 2% adoption rate to a 50% adoption rate from ranchers in Gila County.

Through utilizing information learned from the Reading the Range program, over a four year period, one ranch in Gila County was able to increase the number of perennial grasses by five times.

The National Environmental Policy Act (NEPA) requires federal agencies to assess the environmental impacts of Federal projects such as public grazing. Part of the U.S. Forest Service grant program requirements are for the grantees to make a monetary match. Tonto Natural Resources Conservation District is requesting financial assistance from Gila County in order to meet their monetary match requirement.

Conclusion

The Reading the Range program has proven to provide beneficial information on ways to improve grazing by increasing ground cover, creating better watershed conditions and creating more diversity of vegetation. These improvements help increase the chance for success for Gila County ranchers, while improving the environment impacted by public grazing.

Recommendation

Staff recommends approval of Intergovernmental Agreement No. 123015 with the Tonto Natural Resource Conservation District to provide an Economic Development Grant in the amount of \$30,000, for the term of January 01, 2016, to December 31, 2016, to continue to support the Reading the Range program.

Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. 123015 (Economic Development Grant) between Gila County and the Tonto Natural Resource Conservation District (Tonto NRCD), whereby the County will disburse \$30,000 to the Tonto NRCD for the term of January 1, 2016, to December 31, 2016, to assist in the money required to match the U.S. Forest Service monitoring funds for the continuation of the Reading the Range monitoring program in Gila County. **(Jeff Hassenius)**

Attachments

IGA No. 123015

Request for Financial Assistance

Approval as to Form

**INTERGOVERNMENTAL AGREEMENT NO. 123015
BETWEEN
GILA COUNTY
AND
TONTO NATURAL RESOURCE CONSERVATION DISTRICT**

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2016, by and between Gila County, hereinafter referred to as "County" and the Tonto Natural Resource Conservation District, hereinafter referred to as "TONTO NRCD".

RECITALS

WHEREAS, the Gila County Board of Supervisors desires to provide funding to the TONTO NRCD in order to further the economic development potentials of Gila County, by providing funds to assist in the continuance of the University of Arizona Cooperative Extension "Reading the Range" monitoring program; and

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

WHEREAS, the TONTO NRCD will continue to accept contributions and use or expend them in carrying on its operations to continue to provide the University of Arizona Cooperative Extension "Reading the Range" monitoring program for the residents of Gila County.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide a \$30,000 contribution to the TONTO NRCD, to further the economic development of the County.

Since its foundation in 2000, The Reading the Range program has offered range monitoring workshops by the University of Arizona. Through the Reading the Range program, ranchers in the Gila County area have increased the number of perennial grasses by five times. The goal is to identify any resource concerns that may exist and take steps to achieve a solution to the concerns. The Reading the Range program teaches how to increase ground cover, create better watershed conditions and create more diversity of vegetation.

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

1. The Gila County Board of Supervisors will contribute \$30,000 in the form of a contribution to the TONTO NRCD for the continuance of the University of Arizona Cooperative Extension "Reading the Range" monitoring program, for the benefit of the public. The contribution will be in effect from January 01, 2016 to December 31, 2016.

2. Notices

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

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

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

GENERAL TERMS

1. Indemnification: Each party (as "Indemnitor") agrees to defend, indemnify, 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 or 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.
2. Termination: Prior to the distribution of the funds described herein from the County to Tonto NRCD, either party may rescind this agreement by providing written notice to the other party. The parties do not expect that there shall be any property owned by the parties that will be comingled that will need to be disposed of after termination of the agreement.
3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
4. Compliance with All Laws: The parties shall comply with all applicable laws, rules, regulations, standards, and executive orders, whether federal, state or local. . Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

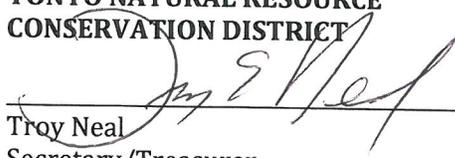
6. **Non-Appropriation:** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the TONTO NRCD does not appropriate sufficient monies for the purpose of maintaining this Agreement.
7. **Immigration Law Compliance Warranty:** As required 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.
8. As required by A.R.S. § 23-214(B), before receiving the economic development incentive, Tonto NRCD shall provide proof to the County that it is registered with and is participating in the e-verify program.
9. **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 the County and Tonto NRCD through their respective boards; financing may include commitment of general funds, grant funds, or other available financing.

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

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor
Chairman of the Board of Supervisors

**TONTO NATURAL RESOURCE
CONSERVATION DISTRICT**



Troy Neal
Secretary/Treasurer

ATTEST

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

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

**TONTO NATURAL RESOURCES
CONSERVATION DISTRICT
PO Box 3073
Payson, Az. 85547-3073**

December 23, 2015

Supervisor Martin
610 E. Hwy. 260
Payson, Az. 85541

Dear Supervisor Martin,

The Tonto NRCD is requesting help in the amount of \$30,000.00 for money to match US Forest Service monitoring funds for the continuation of the Reading The Range monitoring program in Gila County. As you know, this program was spearheaded by Jim Sprinkle through U of A's Cooperative Extension. Mr. Sprinkle has moved to Idaho and is no longer associated with this program, but the Tonto NRCD continues to administer it until a more permanent solution can be found by U of A.

The NEPA process underlying Gila County's ranches is based on the information from this monitoring program. Initially, we need \$10,000.00 to let us complete the 2015 fall data gathering required by the NEPA process. The additional \$20,000.00 will let us complete the 2016 data year.

Anything you can do to help us would be appreciated, and we thank you for helping us to continue the U of A Reading The Range monitoring program that is so vital to ranching in Gila County.

Sincerely,



Troy Neal
Secretary/Treasurer
Tonto NRCD

Internal Revenue Service

Department of the Treasury

District
Director

P.O. Box 2350 Los Angeles, Calif. 90053

Arizona State Land Dept.
1616 W. Adams
Phoenix, AZ. 85007

Person to Contact: L. Bakion (RAA)

Telephone Number: (213) 638-4889

Refer Reply to: EP/EO:EOG-2:D:RAA

Date: FEB 15 1965

Subject: NRCD tax exempt status

Gentlemen:

This is in reference to your application for exemption from Federal income tax under section 501 c 5 of the Internal Revenue Code of 1954.

The information submitted with your application indicates that the Natural Resource Conservation Districts are an agency of the Arizona State government.

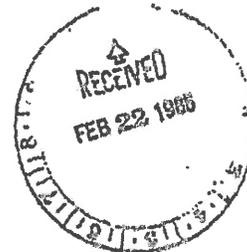
The Internal Revenue Code makes no provision for the issuance of exemption letters to instrumentalities of state or municipal government since they are not subject to Federal income tax under section 115 of the Internal Revenue Code of 1954.

Since NRCD's are an agency of the State government, an exemption letter is not necessary and may not be issued.

Contributions to the NRCD's are deductible by the donors as charitable contributions if they are used exclusively for public purposes.

Very truly yours,

Signed: R. Al Alicante
Tax Law Specialist





GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-3575

Regular Agenda Item 2. D.

Regular BOS Meeting

Meeting Date: 02/16/2016

Submitted For: Jeff Hassenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator

Department: Finance

Fiscal Year: 2016 Budgeted?: Yes

Contract Dates 60 Days from Grant?: No

Begin & End: Commencement
Date in Notice To
Proceed

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Request to Advertise Invitation for Bids No. 011516-Mesa Del Caballo Streets Improvement Project.

Background Information

Mesa Del Caballo is a housing subdivision approximately 2 miles north of the Town of Payson, along Houston Mesa Road. The streets within the subdivision are maintained by Gila County. When the roads were originally paved, a cold mix asphalt was used. Over time many of the paved roads have deteriorated to the point where they need to be re-paved.

Evaluation

This project will consist of milling and re-paving three of the streets with hot mix asphalt. The project will also include replacing some of the existing culverts and making minor drainage improvements. The streets included in Phase I are; Barranca Street, Sepia Road, and Paloma Vista. Currently, due to the deteriorated pavement, the County roads maintenance crews have to frequently patch potholes on these roads. This project will reduce future maintenance costs, improve the driving surface, and reduce drainage issues for residents within the subdivision.

Conclusion

Considering the savings by reducing future maintenance costs, and to improve the driving surface and drainage problems, staff feels by performing this project, both the County and the residents of the Mesa Del Caballo subdivision will benefit from the finished product.

Upon approval from the Board of Supervisors, the advertisement for Invitation for Bids No. 011516 - Mesa Del Caballo Streets Improvement Project-Phase I will run in the February 24, 2016, and March 02, 2016, editions of the Arizona Silver Belt newspaper with a proposal due date of March 23, 2016.

Recommendation

It is the recommendation of the Finance Director and the Public Works Division Director that the Board of Supervisors authorize the advertisement of Invitation for Bids No. 011516 - Mesa Del Caballo Street Improvements Project-Phase I to be published for two consecutive weeks in the Arizona Silver Belt newspaper.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 011516-Mesa Del Caballo Streets Improvement Project. **(Jeff Hassenius and Steve Sanders)**

Attachments

Request to Advertise

Invitation for Bid No. 011516

**GILA COUNTY
REQUEST FOR INVITATION FOR BIDS**

MESA DEL CABALLO STREETS IMPROVEMENT PROJECT-PHASE I

BID CALL 011516

**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.

PUBLIC WORKS DIRECTOR

Steve Sanders



**INVITATION FOR BIDS
BID CALL NO. 011516**

Sealed bids will be received by **Gila County Procurement, in the Guerrero Conference Room, 1400 East Ash St., Globe, AZ 85501**, until **4:00 P.M. (AZ Time), Wednesday, March 23, 2016** for the **Mesa Del Caballo Streets Improvement Project-Phase I, GILA COUNTY, ARIZONA, BID NO. 011516** in strict accordance with the rules and regulations of the Gila County Procurement Code on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 4:00 P.M. The Bids will be publicly opened and read aloud at 4:00 P.M., Arizona time, at the location and date listed above.**

All Bids shall be made on the Invitation for Bids forms included in the Contract Documents and shall include all applicable taxes.

There is a mandatory site walk through scheduled for 10:00 A.M. (AZ Time), Thursday, March 10, 2016. The site walk will begin at the Barranca Road location in Payson, AZ. Only those companies signed in on the walk through sign-in sheet will be permitted to bid. Plans, Specifications and Contract documents are available and may be obtained from the office of Engineering Services, 928-402-8612, Gila County Public Works Division, 745 North Rose Mofford Way, Globe, AZ.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "**MESA DEL CABALLO STREETS IMPROVEMENT PROJECT-PHASE I, PAYSON, ARIZONA BID CALL NO. 011516**". All Bids shall be mailed or delivered to the **Gila County Procurement Department, Attention: Jeannie Sgroi, Contracts Administrator, 1400 East Ash St., Globe, AZ 85501**. Gila County Engineering Services and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

The Gila County Board of Supervisors reserves the right to reject any or all bids, or to accept any bids, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

Dates advertised in the Arizona Silver Belt: **February 24, 2016 and March 02, 2016**

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

Signed: _____ Date: ____/____/____
**Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney**

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. No forms shall be detached from the bid packet. The proposal must include the entire bid packet, in triplicate, and the following forms, **all with original signatures**, must accompany the bidders proposal:
 - Bid Proposal (pages 81 to 83)
 - Bid Schedule (pages 84 to 85)
 - Surety (Bid) Bond (page 86)
 - Qualification & Certification Form (pages 87 to 88)
 - Reference List (pages 89)
 - Affidavit of Non-Collusion (page 90)
 - Subcontracting Certification (page 91)
 - Check List & Addenda Acknowledgment (page 92)
 - Contract (pages 93-99)
 - Contract Performance Bond (page 100)
 - Labor and Materials Bond (page 101)
 - Contract Performance Warranty (page 102)
 - IRS W-9 Form (W-9)

Failure to include all required documents, all with original signatures, may invalidate the bid. Prices shall include all applicable taxes.

2. **Proposal Guaranty** -Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.
3. **Delivery of Proposal** - Each bid shall be sealed and plainly marked "**Bid No. 011516 – Mesa Del Caballo Street Improvements Project-Phase I**", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Wednesday, March 23, 2016, 4:00 P.M.** on the date specified herein, to the Gila County Procurement Department, Attention: Jeannie Sgroi, Contracts Administrator, at 1400 East Ash, Globe, Arizona 85501. **No bids will be accepted after 4:00 P.M. AZ Time, Wednesday, March 23, 2016. Bids will be opened at 4:00 P.M., Wednesday, March 23, 2016.**
4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, and to waive all or any informalities in the bids.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Notification to Bidders continued...

5. **Plans and Specifications** - Plans, specifications and all other documents required by bidders may be obtained at the address shown below. **A deposit of \$20 per set, and \$10 for mailing is required, \$20 of which will be refunded upon return of the documents in good, usable order within seven (7) days of bid award. Payment shall be by check or money order only. No cash will be accepted.**

Gila County
Public Works Division
745 North Rose Mofford Way
Globe, Arizona 85501

6. **Arizona Contractor's License** - **Prior to submission of bids**, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.
7. **Bid Opening Information** – “As Read” Bid Results will be available, when requested, once the bids have been opened, however, information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids.
8. **Mandatory Pre-Bid Walk Through**
There is a mandatory site walk through scheduled for **10:00 A.M. (AZ Time), Thursday, March 10, 2016**. The Pre-Bid Walk Through will begin at the Barranca Road location in Payson, Arizona. Only those companies signed in on the walk through sign-in sheet will be permitted to bid.
9. **Request for Clarifications**
Requests for clarification shall be made to Jeannie Sgroi, Contracts Administrator at jsgroi@gilacountyaz.gov in writing (phone: 928-402-8612, fax: 928-402-4386) submitted no later than 3:00 P.M., AZ time, on Thursday, March 17, 2016. A response will be issued to all plan holders no later than 3:00 P.M., AZ time, on Monday, March 21, 2016.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

TABLE OF CONTENTS

SPECIAL PROVISIONS

SPECIFICATIONS.....Page 9

GENERAL REQUIREMENTS.....Page 10

SECTION 101 DEFINITIONS AND TERMSPages 11-15

 101-02 DEFINITIONS

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONSPages 16-19

 102-04 CONTENTS OF PROPOSAL FORMS

 102-05 ISSUANCE OF PROPOSAL FORMS

 102-06 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES

 102-07 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

 102-08 PREPARATION OF PROPOSAL

 102-10 IRREGULAR PROPOSALS

 102-11 DELIVERY OF PROPOSALS

 102-12 PROPOSAL GUARANTY

 102-13 WITHDRAWAL OR REVISION OF PROPOSALS

 102-15 PUBLIC OPENING OF PROPOSALS

 102-GC1 DISQUALIFICATION OF BIDDERS

 102-GC2 PROTESTS

SECTION 103 AWARD AND EXECUTION OF CONTRACT.....Pages 20-21

 103-01 CONSIDERATION OF PROPOSALS

 103-04 AWARD OF CONTRACT

 103-05 CANCELLATION OF AWARD

 103-06 RETURN OF PROPOSAL GUARANTY

 103-07 REQUIREMENT OF CONTRACT BONDS

 103-08 EXECUTION OF CONTRACT

 103-GC1 APPROVAL OF CONTRACT

 103-09 FAILURE TO EXECUTE CONTRACT

SECTION 104 SCOPE OF WORK.....Pages 22-27

 104-01 INTENT OF CONTRACT

 104-02(A) ALTERATION OF WORK AND QUANTITIES

 104-02(B) OMITTED ITEMS

 104-02(C) EXTRA WORK

 104-03 DISPUTE AND RESOLUTION

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Table of Contents continued...

- 104-04 MAINTENANCE OF TRAFFIC
- 104-05 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK
- 104-08 PREVENTION OF AIR AND NOISE POLLUTION
- 104-09 PREVENTION OF LANDSCAPE DEFAACEMENT; PROTECTION OF STREAMS, LAKES AND RESERVOIRS
- 104-10 CONTRACTOR'S RESPONSIBILITY FOR WORK
- 104-14 FINAL CLEAN UP

SECTION 105 CONTROL OF WORKPages 27-34

- 105-01 AUTHORITY OF THE OWNER'S ENGINEER
- 105-04 CONFORMITY WITH PLANS AND SPECIFICATIONS
- 105-06 COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS
- 105-07 COOPERATION OF CONTRACTOR
- 105-08 COOPERATION WITH UTILITY COMPANIES
- 105-09 COOPERATION BETWEEN CONTRACTORS
- 105-10 CONSTRUCTION STAKES, LINES AND GRADES
- 105-11 AUTHORITY AND DUTIES OF INSPECTORS
- 105-12 INSPECTION OF THE WORK
- 105-13 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK
- 105-14 LOAD RESTRICTIONS
- 105-15 MAINTENANCE DURING CONSTRUCTION
- 105-16 FAILURE TO MAINTAIN THE WORK
- 105-18 OPENING SECTIONS OF THE WORK TO TRAFFIC
- 105-20 ACCEPTANCE
- 105-20(A) PARTIAL ACCEPTANCE
- 105-20(B) FINAL ACCEPTANCE
- 105-GC1 CONSTRUCTION SCHEDULE
- 105-GC2 NEGOTIATIONS
- 105-21 CLAIMS FOR ADJUSTMENT AND DISPUTES

SECTION 106 CONTROL OF MATERIALPages 34-38

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLICPages 38-53

- 107-01 LAWS TO BE OBSERVED
- 107-02 PERMITS, LICENSES, AND TAXES
- 107-03 PATENTED DEVICES, MATERIALS, AND PROCESSES
- 107-07 SANITARY, HEALTH, AND SAFETY PROVISIONS
- 107-08 PUBLIC CONVENIENCE AND SAFETY
- 107-09 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS
- 107-11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE
- 107-13 RESPONSIBILITY FOR DAMAGE CLAIMS
- 107-14 CONTRACTORS INSURANCE
- 107-GC1 THIRD PARTY BENEFICIARY CLAUSE

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Table of Contents continued...

107-15	CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES	
107-16	PERSONAL LIABILITY OF PUBLIC OFFICIALS	
107-17	NO WAIVER OF LEGAL RIGHTS	
SECTION 108	PROSECUTION AND PROGRESS	Pages 54-60
108-01	SUBLETTING OF CONTRACT	
108-02	NOTICE TO PROCEED	
108-04	PROSECUTION AND PROGRESS	
108-06	CHARACTER OF WORKERS	
108-07	METHODS AND EQUIPMENT	
108-GC1	TEMPORARY SUSPENSION OF THE WORK	
108-08	DETERMINATION AND EXTENSION OF CONTRACT TIME	
108-09	FAILURE TO COMPLETE ON TIME	
108-10	DEFAULT AND TERMINATION OF CONTRACT	
108-GC2	TERMINATION OF CONTRACT FOR NATIONAL EMERGENCIES	
SECTION 109	MEASUREMENT AND PAYMENT	Pages 60-65
109-01	MEASUREMENT OF QUANTITIES	
109-02	SCOPE OF PAYMENT	
109-03	COMPENSATION FOR ALTERED QUANTITIES	
109-04	PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK	
109-05	PAYMENT FOR OMITTED ITEMS	
109-09	ACCEPTANCE AND FINAL PAYMENT	
SECTION 201	CLEARING AND GRUBBING.....	Pages 65-66
SECTION 202	REMOVAL OF STRUCTURES AND OBSTRUCTIONS.....	Page 66
SECTION 205	GRADING ROADWAY FOR PAVEMENT.....	Page 66
SECTION 207	DUST PALLIATIVE.....	Pages 66-67
SECTION 303	AGGREGATE SUBBASES AND AGGREGATE BASES.....	Page 67
SECTION 403	ASPHALTIC CONCRETE HOTPLANT REQUIREMENTS.....	Pages 67-68
SECTION 404	BITUMINOUS TREATMENTS.....	Pages 68-69
SECTION 409	ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL).....	Pages 70-73
SECTION 501	PIPE CULVERT AND STORM DRAINS.....	Pages 73-74
SECTION 701	MAINTENANCE AND PROTECTION OF TRAFFIC.....	Page 75
SECTION 810	EROSION CONTROL AND POLLUTION PREVENTION.....	Pages 75-76
SECTION 901	MOBILIZATION.....	Pages 76-78
SECTION 924	FORCE ACCOUNT WORK (UNFORESEEN CONDITIONS).....	Page 78
SECTION 925	CONSTRUCTION SURVEYING AND LAYOUT.....	Page 78
SECTION 1005	BITUMINOUS MATERIALS.....	Page 79

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Table of Contents continued...

CONTRACT FORMS

PROPOSALPages 81-83
BIDDING SCHEDULEPages 84-85
SURETY (BID) BONDPage 86
QUALIFICATION AND CERTIFICATIONPages 87-88
REFERENCE LISTPage 89
AFFIDAVIT OF NON-COLLUSIONPage 90
SUBCONTRACTOR CERTIFICATIONPage 91
CHECKLIST AND ADDENDA ACKNOWLEDGMENTPage 92
CONTRACTPage 93-99
CONTRACT PERFORMANCE BONDPage 100
LABOR AND MATERIALS BONDPage 101
CONTRACT PERFORMANCE WARRANTYPage 102
IRS W-9 FORM
APPENDIX A – REFERENCE STANDARD DETAILS
APPENDIX B – PROJECT PLANS

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

SPECIAL PROVISIONS

FOR

MESA DEL CABALLO STREETS IMPROVEMENT PROJECT

The proposed work is located in Gila County, within the subdivision known as Mesa Del Caballo, approximately 2 miles north of the Town of Payson. The work will be performed on the following roads within the subdivision: Sepia, Paloma Vista and Barranca. The work consists of the removal of the existing pavement surface and select pipe culverts, and the installation of new pipe culverts, asphaltic concrete pavement, aggregate base course and other work as shown on the plans (see Appendix B for project plans).

SPECIFICATIONS:

The plans and these Special Provisions reference certain Standard Specifications and Standard Details developed by the Maricopa Association of Governments (MAG) and the Arizona Department of Transportation (ADOT). The following separate documents shall be used accordingly:

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2008.

Arizona Department of Transportation, Construction Standard Drawings, 2012 edition.

Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, 2015 Edition.

Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, 2015 Edition.

Wherever reference in the above cited Standard Specifications is made to MAG or ADOT it shall refer to Owner as defined in Section 101-02 herein of these Special Provisions.

In the event of any conflict between the plans and Standard Specifications, the plans shall prevail. In the event of any conflict between these Special Provisions and the plans or Standard Specifications, these Special Provisions shall prevail.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

GENERAL REQUIREMENTS:

EXISTING UTILITY MANHOLES AND VALVE BOX ADJUSTMENTS

The Contractor shall adjust all manholes and valve boxes as needed per MAG Specifications - Section 345 and MAG Details 391-1, Type C, 391-2 and 422. There shall be no separate measurement or direct payment for this work. The cost being considered as included in other contract items.

FIRE PREVENTION

If during the project, fire restrictions are implemented the contractor shall be responsible for compliance with Tonto National Forest and Gila County fire prevention measures.

CONTRACTOR'S YARD

The Owner shall provide land, right-of-way, and easements for all work specified in this contract, except that the Contractor shall provide additional land if required for the erection of temporary construction facilities for storage of his material, together with right of access to same. The Contractor shall not enter or occupy with men, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of the Contractors' yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of Contractors' yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials by the Engineer, damaged by vandalism or theft. The Contractor will take whatever measures are necessary to secure the Contractors' yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

See Section 901 Mobilization for additional information.

CONTRACT TIME

Contractor shall complete all project work within sixty (60) calendar days from the commencement date as specified on the Notice to Proceed from the County.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

SECTION 101 DEFINITIONS AND TERMS:

101-01 BLANK

101-02 DEFINITIONS:

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

MAG. Maricopa Association of Governments.

ADOT. Arizona Department of Transportation

ADOT STANDARD SPECIFICATIONS. Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Edition of 2008.

ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

ASTM. The American Society for Testing and Materials.

AASHTO. The American Association of State Highway and Transportation Officials.

AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

BOARD OF SUPERVISORS. The Gila County Board of Supervisors acting under the authority of the laws of the State of Arizona.

CALENDAR DAY. Every day shown on the calendar.

CERTIFIED FLAGGER. An individual who has been trained and certified by the Arizona Department of Transportation, an Arizona County or Municipal agency, the Federal Highway Administration, or the Highway agency of another state, to control traffic in a construction zone. Individuals certified outside Arizona must also exhibit familiarity with Arizona laws.

CHANGE ORDER. A written order by the Engineer or Owner to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 101-Definition and Terms continued...

CONSTRUCTION LIMITS. Construction limits shall be defined as that area of the public right-of-way, easement or area shown on the construction plans to be disturbed as a part of the contract for this project.

CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: the Advertisement; the Contract form; the Proposal; the Performance Bond; the Payment Bond; any required insurance certificates; the Specifications; the Plans; and any addenda issued to bidders.

CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract. All pay items on this contract will be measured in English units.

CONTRACT TIME. The number of calendar days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar days, the contract shall be completed by that date.

CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted, and for the payment of all legal debts pertaining to the work, who acts directly or through lawful agents or employees to complete the contract work.

CONTRACTOR'S ENGINEER. The Arizona Registered Professional Civil Engineer, individual, partnership, firm, or corporation, duly authorized by Contractor to be responsible for engineering supervision, quality control and certification of the Contract work.

DEPARTMENT. The term Department in the ADOT Standard Specifications and supplements references the Arizona Department of Transportation. Department shall reference OWNER for this contract work.

ENGINEER. See OWNER.

EQUIPMENT. All machinery, together with the necessary fuel and supplies for upkeep and maintenance including, but not limited to, all tools and apparatus necessary for the proper construction and acceptable completion of the work.

EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 101-Definition and Terms continued...

INSPECTOR. An authorized representative of the Owner's Engineer assigned to make all necessary quality assurance inspections and tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner's Engineer is intended; and similarly, the words, "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Owner's Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

LABORATORY. A testing laboratory as may be designated or approved by the Owner's Engineer to test construction materials and products.

LABOR AND MATERIALS BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work. Also known as Payment Bond.

MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 10 percent of the total amount of the awarded contract. All other items shall be considered minor contract items.

MATERIALS. Any substance specified for use in the construction of the contract work.

MUTCD. The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, Federal Highway Administration, 2003 Edition, with current revisions.

NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

OWNER. The term Owner shall mean the contracting agency signatory to the contract being Gila County or the "County".

OWNER'S ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 101-Definition and Terms continued...

PAVEMENT. The combined surface, base course, and sub base course, if any, considered as a single unit.

PERFORMANCE BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

PLANS. The official drawings or exact reproductions, approved by the Owner's Engineer, which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

PROJECT. The agreed scope of work for accomplishing specific tasks.

PROPOSAL (BID, BID PROPOSAL). The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his proposal is accepted by the Owner. Also referred to as a Bid Bond.

SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

STRUCTURES. Facilities such as bridges, culverts, catch basins, inlets, retaining walls, cribbing, storm and sanitary sewer lines, water lines, underdrains, electrical ducts, manholes, handholes, lighting fixtures and bases, transformers, flexible and rigid pavements, navigational aids, buildings, vaults, and other manmade features that may be encountered in the work and not otherwise classified herein.

SUBGRADE. The soil that forms the pavement foundation.

SUPERINTENDENT. The Contractor's authorized representative who is present on the work site during progress, and is authorized to receive and fulfill instructions from the Owner's Engineer, and who shall supervise and direct the construction.

SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering: 1) work that would increase or decrease the total dollar amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract, or 2) work that is not within the scope of the originally awarded contract.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 101-Definition and Terms continued...

SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

WORK. The furnishing of all labor, materials, tools, equipment and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

WORK DAY (WORKING DAY). A work day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract, unless work is suspended for causes beyond the Contractor's control. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, after obtaining written permission from the Owners Engineer, which requires the presence of an inspector, will be considered and applied as working days.

WORK WEEK. A work week shall consist of forty (40) hours beginning on Sunday and ending on Saturday. Should the Contractor engage in work exceeding the forty (40) hour work week which requires the presence of an inspector, as determined by the Owners Engineer, the Contractor shall reimburse the County for all overtime hours.

OVERTIME HOURS. Any and all hours worked which are other than a normal work week. Contractor must give prior written notification to the Owners Engineer, for any and all overtime hours to be worked. It shall be at the Owner's discretion to provide an inspector at the worksite to ensure compliance during any and all overtime hours worked.

OVERTIME PAY. Any and all pay resulting from overtime hours worked.

OWNER'S INSPECTOR'S OVERTIME PAY. Any and all pay to the Owner's Inspector for overtime hours worked resulting from the Contractor having received approval for overtime hours. The inspector's overtime pay shall be the actual monies paid by the County and shall be reimbursed by the Contractor to the County. Certified payrolls for the Owner's Inspector's Overtime will be submitted to the Contractor. The cost for the Owner's Inspector's Overtime Pay will be deducted from the Contractor's billing.

SUBSTANTIAL COMPLETION. Per Section 105.19 of the ADOT Standard Specifications unless modified herein.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102-01 THRU 102-03 BLANK

102-04 CONTENTS OF PROPOSAL FORMS:

The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts of the proposal. The proposal submitted by the bidder must include the entire bid packet.

The plans, specifications, and other documents designated in the proposal, whether attached or not to the proposal, are considered as a part of, and included with, the proposal.

102-05 ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- (b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.
- (c) Contractor default under previous contracts with the Owner.
- (d) Unsatisfactory work on previous contracts with the Owner.

102-06 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES:

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. **Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.** It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) without in any way invalidating the unit bid prices.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 102-Bidding Requirements and Conditions continued...

102-07 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:

The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Owner's Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be made or delivered to each person having received a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the contract documents.

Any addenda or bulletins issued during the time of bid preparations, forming a part of the contract documents furnished to the bidder for the preparation of his bid, shall be covered in the bid, and shall be made a part of the contract.

102-08 PREPARATION OF PROPOSAL:

The bidder shall submit his proposal on the forms furnished by the Owner. No forms shall be detached from the bid packet. The proposal must include the entire bid packet. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) in NUMERALS for which he proposes to do each pay item furnished in the proposal. The TOTAL AGGREGATE AMOUNT bid shall be stated in both WORDS and NUMERALS. A minimum of one (1) original and two (2) copies **all with original signatures** shall be submitted.

The bidder shall sign his proposal correctly and in ink. If the proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

102-09 BLANK

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 102-Bidding Requirements and Conditions continued...

102-10 IRREGULAR PROPOSALS:

Proposals shall be considered irregular for the following reasons:

- (a) If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
- (c) If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- (d) If the proposal contains unit prices that are obviously unbalanced.
- (e) If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

102-11 DELIVERY OF PROPOSAL:

Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified. Proposals received after the specified time shall be returned to the bidder unopened.

102-12 PROPOSAL GUARANTY:

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

102-13 WITHDRAWAL OR REVISION OF PROPOSALS:

A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal, provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the advertisement before the time specified for receipt of bids.

102-14 BLANK

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 102-Bidding Requirements and Conditions continued...

102-15 PUBLIC OPENING OF PROPOSALS:

Proposals shall be opened and read publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend.

Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified shall be returned to the bidder unopened.

102-GC1 DISQUALIFICATION OF BIDDERS:

A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- (c) If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of Section 102-05.
- (d) Failure to submit all required official bid forms.

102-GC2 PROTESTS:

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

- (a) Name, address and telephone number of the protester.
- (b) Signature of the protester or its representative, and evidence of authority to sign.
- (c) Identification of the contract and the solicitation or contract number.
- (d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- (e) The form of relief requested.

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

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

SECTION 103 AWARD AND EXECUTION OF CONTRACT:

103-01 CONSIDERATION OF PROPOSALS:

After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words, unless obviously incorrect, shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- (a) If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 102-10.
- (b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 102-GC1.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals; waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

103-02 THRU 103-03 BLANK

103-04 AWARD OF CONTRACT:

The award of contract, if it is to be awarded, shall be made within forty-five (45) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

This contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the Owner concerning price, conformity to the specifications and other factors.

103-05 CANCELLATION OF AWARD:

The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of Section 103-GC1.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 103-Award and Execution of Contract continued...

103-06 RETURN OF PROPOSAL GUARANTY:

All proposal guaranties, except those of the two (2) lowest bidders, will be returned immediately after the Owner has made a comparison of bids as hereinbefore specified in the subsection titled CONSIDERATION OF PROPOSALS of Section 103-01. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time the unsuccessful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 103-07.

103-07 REQUIREMENTS OF CONTRACT BONDS:

At the time of the execution of the contract, the successful bidder shall furnish the Owner surety bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223. §

103-08 EXECUTION OF CONTRACT:

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 103-07, the Contractor's Statement of Insurance and an original Certificate of Insurance conforming with the requirements of Section 107-14, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

103-GC1 APPROVAL OF CONTRACT:

Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return a fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract. **This agreement is subject to cancellation pursuant to A.R.S. §38-511.**

103-09 FAILURE TO EXECUTE CONTRACT:

Failure of the successful bidder to execute the contract as specified in the subsection titled EXECUTION OF CONTRACT of Section 103-08 and furnish an acceptable surety bond or bonds within the 10 calendar day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 103-07 shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

SECTION 104 SCOPE OF WORK:

104-01 INTENT OF CONTRACT:

The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

104-02(A) ALTERATION OF WORK AND QUANTITIES:

The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner's Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than twenty-five percent (25%) (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the twenty-five percent (25%) limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner's Engineer. Change order for altered work shall include extensions of contract time where, in the Owner's Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the twenty-five percent (25%) limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

104-02(B) OMITTED ITEMS:

The Owner's Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 109-05.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 104-Scope of Work continued...

104-02(C) EXTRA WORK:

Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called EXTRA WORK. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Owner's Engineer's opinion, is necessary for completion of such extra work.

When determined by the Owner's Engineer to be in the Owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 109-04.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract, shall be covered by an agreement as hereinbefore defined as a SUPPLEMENTAL AGREEMENT.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

104-03 DISPUTE & RESOLUTION:

- **Initial Notification & Dispute of Resolution:** As required by these Specifications or any time the Contractor believes the action or decision of the County, lack of action by the County, or for some other reason will result in or necessitate the revision of the Contract, the County Engineer must be notified immediately. If within two (2) working days the identified issue has not been resolved between the Contractor and the County, the Contractor shall provide a written notice. At a minimum, the written notice shall provide a description of the nature of the issue, the time and date the problem was discovered, and if appropriate, the location of the issue. After initial written notice has been provided, the County Engineer will proceed in accordance with *MAG Uniform Standard Specifications Subsection 104.2*. In addition to proceeding in accordance with *Subsection 104.2*, the Contractor and the County must make every effort to resolve the issue identified in the initial notice. Only if the issue cannot be quickly resolved will it be necessary to proceed to the next step in accordance with *MAG Specs Subsection 110.2.2 Dispute Resolution*.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 104-Scope of Work continued...

- **Process for Dispute Resolution:** If the Contractor rejects the decision of the County according to *Subsection 110.2.2(B)*, the Contractor may begin the Administration Process to resolve the dispute. All dispute resolutions shall be handled in accordance with *MAG Spec's Subsection 110.3, Administrative Process for Dispute Resolution*.

The administrative process for the resolution of disputes is sequential in nature and is composed of the following levels: Level I (County Project Manager), Level II (County Engineer, Level III (Public Works Director).

The provision set forth in *Subsection 110.2* is a contractual obligation assumed by the Contractor in executing the Contract. It is understood that the Contractor will be forever barred from recovering against the County if the Contractor fails to give notice of any act or failure to act, by the County, or the happening of any event, thing, or occurrence, in accordance with *Subsection 104.2, Alteration of Work*.

Dispute Review Board: If the Dispute Review Board is utilized as prescribed in *Subsection 110.3.3*, the County Engineer shall be notified within thirty (30) days after the Level III Representative decision. The Dispute Review Board is a three (3) member board independent of the parties involved in the issue. The County and Contractor shall each select a member for this board. The third (3rd) member shall be a mutually agreed upon independent member. This Review Board must be selected within fourteen (14) calendar days after notice to the Level III Representative. Each member shall agree to impartially serve the County and Contractor. Fees and expenses of the Board Members are to be shared equally by the County and the Contractor. The Dispute Review Board shall meet within thirty (30) days of the selection of the board, unless, by mutual agreement, another date is selected. The scope of the Dispute Review Board shall be restricted and limited to the matters originally presented to the Level III Representative for decision or determination and shall include no other matters. The Board shall consider and evaluate the dispute and render a written decision that assigns financial responsibilities and allocates adjustments in the contact time, if applicable, within seven (7) calendar days after the meeting. The decision of the Dispute Review Board will be final.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 104-Scope of Work continued...

104-04 MAINTENANCE OF TRAFFIC:

It is the explicit intention of the contract that the safety of all traffic, vehicular and pedestrian, as well as the Contractor's equipment and personnel, is the most important consideration.

With respect to his own operations and the operations of all his subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of all traffic, vehicular and pedestrian.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices in reasonable conformity with the MUTCD, unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of pedestrian and vehicular traffic as specified in this subsection.

104-05 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK:

Should the Contractor encounter any materials such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his option either:

- (a) Use such material in another contract item, providing such use is approved by the Owner's Engineer and is in conformance with the contract specifications applicable to such use; or,
- (b) Remove such material from the site, upon written approval of the Owner's Engineer; or,
- (c) Use such material for his own temporary construction on site; or,
- (d) Use such material as intended by the terms of the contract.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 104-Scope of Work continued...

Should the Contractor wish to exercise option (a), (b), or (c), he shall request the Owner's Engineer's approval in advance of such use. Should the Owner's Engineer approve the Contractor's request to exercise option (a), (b), or (c), the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his use of such material so used in the work or removed from the site.

Should the Owner's Engineer approve the Contractor's exercise of option (a), the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his exercise of option (a), (b), or (c).

The Contractor shall not excavate, remove, or otherwise disturb any materials, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

104-06 THRU 104-07 BLANK

104-08 PREVENTION OF AIR AND NOISE POLLUTION: Per Section 104.08 of the ADOT Standard Specifications unless modified herein.

104-09 PROTECTION OF LANDSCAPE DEFACEMENT; PROTECTION OF STREAMS, LAKES AND RESERVOIRS: Per Section 104.09 of the ADOT Standard Specifications unless modified herein.

104-10 CONTRACTOR'S RESPONSIBILITY FOR WORK:

Until the Owner's Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 105-20(A), the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 104-Scope of Work continued...

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his expense.

104-11 thru 104-13 BLANK

104-14 FINAL CLEAN UP:

Before final acceptance, all private or public property and grounds occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Owner's Engineer.

SECTION 105 CONTROL OF WORK:

105-01 AUTHORITY OF THE OWNER'S ENGINEER:

The Owner shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, based upon the Contractor's Engineer's certification for the quality and acceptability work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different contractors on the project. The Owner shall review and determine, based upon the Contractor's Engineer's certifications on amounts, quality of work and materials furnished, the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under contract.

105-02 THRU 105-03 BLANK

105-04 CONFORMITY WITH PLANS AND SPECIFICATIONS:

All work and materials furnished shall be the full responsibility of the Contractor and shall be in reasonably close conformity with the lines, grades, grading section, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications, and shall be certified by the Contractor's Engineer.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 105-Control of Work continued...

If the Owner finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in his opinion, result in a finished product having a level of safety, economy, durability and workmanship acceptable to the Owner, he will advise the Owner of his determination that the affected work be accepted and remain in place. In this event, the Owner will document his determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Owner's determination and recommended contract price adjustments will be based on good engineering judgment and on such tests or retests by the Contractor's Engineer, and at the Contractor's expense, of the affected work as are, in his opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Owner finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Owner written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans and specifications. The terms shall not be construed as waiving the Owner's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Owner's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Owner with the authority to use good engineering judgment in his determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

105-05 BLANK

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 105-Control of Work continued...

105-06 COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS:

The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy or conflict, the order in which they govern shall be as follows:

- (A) Supplemental Agreements
- (B) Special Provisions
- (C) Project Plans
- (D) Standard Drawings
- (E) Standard Specifications

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Owner for his interpretation and decision, and such decision shall be final.

105-07 COOPERATION OF CONTRACTOR: Per Section 105.07 of the ADOT Standard Specifications unless modified herein.

105-08 COOPERATION WITH UTILITY COMPANIES: Per Section 105.08 of the ADOT Standard Specifications unless modified herein.

105-09 COOPERATION BETWEEN CONTRACTORS: Per Section 105.09 of the ADOT Standard Specifications unless modified herein.

105-10 CONSTRUCTION STAKES, LINES AND GRADES: Per Section 105.10 of the ADOT Standard Specifications unless modified herein.

105-11 AUTHORITY AND DUTIES OF INSPECTORS:

Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his representative of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Owner's Engineer for his decision.

105-12 INSPECTION OF WORK: Per Section 105.12 of the ADOT Standard Specifications unless modified herein.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 105-Control of Work continued...

105-13 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:

All work which does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Owner as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of Section 105-04.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 104-10.

No work shall be done without lines and grades having been given by the Contractor's Engineer and authorized by the Owner. Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply as soon as possible with any order of the Owner made under the provisions of this subsection, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

105-14 LOAD RESTRICTIONS: Per Section 105.14 of the ADOT Standard Specifications unless modified herein.

105-15 MAINTENANCE DURING CONSTRUCTION:

The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 105-Control of Work continued...

105-16 FAILURE TO MAINTAIN THE WORK:

Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of Section 105-15, the Owner shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance conditions. The time specified will give due consideration to the emergency that exists.

Should the Contractor fail to respond to the Owner notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the emergency that exists. Any maintenance cost incurred by the Owner shall be deducted from monies due or to become due the Contractor.

105-17 BLANK

105-18 OPENING SECTIONS OF THE WORK TO TRAFFIC:

Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his own estimate of the difficulties involved in arranging his work to permit such beneficial occupancy by the Owner as described below:

Upon completion of any portion of the work listed above, with certification of the work by the Contractor's Engineer, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 105-20(A).

No portion of the work may be opened by the Contractor for public use until ordered by the Owner's Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner's Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his expense.

The Contractor shall make his own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

105-19 BLANK

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 105-Control of Work continued...

105-20 ACCEPTANCE:

(A) PARTIAL ACCEPTANCE:

If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, and certified to be in compliance by the Contractor's Engineer, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit, subject to stated guarantees. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

(B) FINAL ACCEPTANCE:

Upon due notice from the Contractor of presumptive completion of the entire project, and certification of completion and compliance to the approved plans by the Contractor's Engineer, Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Owner shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, and recertification by the Contractor's Engineer, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

105-GC1 CONSTRUCTION SCHEDULE:

Prior to commencement of the work the Contractor shall prepare and submit to the Owner for review, a written schedule covering the general sequence of the work to be performed on a bi-weekly basis. The work schedule, after review and acceptance by the Owner, shall not be changed without the written consent of the Owner. The Contractor shall assume the full responsibility for performing the work in an orderly procedure under the Contract.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 105-Control of Work continued...

105-GC2 NEGOTIATIONS:

It is the intent of the County to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents, is judged reasonable, and does not exceed the funds available.

- (a) The County shall have the authority to negotiate with the lowest bidder to reduce the scope of the Project in the event that all responsive bids exceed the Project budget.

Bids shall be made available for public inspection by appointment only after the award has been made by the Board of Supervisors. The Board of Supervisors has the sole authority to award bids and any statement by any employee of the County is not binding on the Board.

The following criteria will be considered a part of the evaluation process:

- (a) Competence and responsibility of Bidder.
- (b) Qualifications and experience of Bidder.
- (c) Past performance of Bidder.
- (d) Conformity with bidding requirements and general considerations.
- (e) Record of timely completion of punch lists on past projects.

Negotiations With Individual Contractors: Gila County Public Works Division shall establish procedures and schedules for conducting Negotiations. Disclosure of one (1) Contractor's Price or any information derived from competing Bid Prices or any information derived from competing Bids is prohibited.

- (a) Any response to a request for clarification of a bid shall be in writing.
- (b) The Public Works Division shall keep a record of all negotiations.

For the purpose 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 Public Works Director to enter into exclusive negotiations with the responsible Contractor whose bid is determined in the selection process to be the most Advantageous to Gila County.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 105-Control of Work continued...

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 bidder.

If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Contractor without the need to repeat the formal Solicitation process.

105-21 CLAIMS FOR ADJUSTMENT AND DISPUTES:

If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Owner in writing of his intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Owner has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his written claim, along with certification by the Contractor's Engineer, to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

SECTION 106 CONTROL OF MATERIAL: Per Section 106 of the ADOT Standard Specifications unless modified herein.

106.04(A) General: the fourth and fifth paragraphs of the Standard Specifications are revised to read:

The sampling, testing, and acceptance of materials shall be in accordance with the requirements of the specifications, in conjunction with the following:

- The ADOT Materials Testing Manual.
- The ADOT Materials Policy and Procedure Directives Manual.
- Applicable Federal, AASHTO, or ASTM specifications or test designations.
- Applicable specifications or test designations of other nationally recognized organizations.

Unless otherwise specified, whenever a reference is made to an Arizona Test Method or an ADOT Materials Policy and Procedure Directive, it shall mean the test method or policy and procedure directive in effect on the bid opening date.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 106-Control of Material continued...

106.04(C)(2) Quality Control Laboratory: the first paragraph is revised to read:

All field and laboratory sampling and testing shall be performed by a laboratory or laboratories approved by the Department. The requirements for approval of laboratories are specified in ADOT Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories". Approved laboratories, and the test methods for which they are approved to perform, are listed in the "ADOT Directory of Approved Materials Testing Laboratories". Approved test methods listed in the "ADOT Directory of Approved Materials Testing Laboratories" do not include field sampling and testing procedures. When field sampling and testing procedures are performed, the appropriate valid Arizona Technical Testing Institute (ATTI) and/or American Concrete Institute (ACI) certification(s) are required. ADOT Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories" and the "ADOT Directory of Approved Materials Testing Laboratories" may be obtained on the internet from the ADOT Materials Quality Assurance Section website.

106.04(C)(6) Weekly Quality Control Reports: of the Standard Specifications is revised to read: The contractor shall submit Weekly Quality Control Reports to the Engineer. The weekly reports shall be complete and accurate, and shall state the types of work which have been performed during the report period. The report shall also include the process control measures taken to assure quality. The report shall provide sample identification information for materials tested during the report period, including sample number, date sampled, sample location, first and last name of person obtaining sample, and original source of material. The report shall also provide the results for all required tests and any retests, corrective actions, and other information relevant to quality control. The report shall include daily diaries for each day of testing, a weekly summary, the ADOT TRACS number, and the testing laboratory's project identification number.

Except as stated in the following paragraph, the weekly quality control report shall be prepared using standard forms provided by the Department. The standard forms are available on the Department's website at www.azdot.gov. After accessing the Department's website, select "Business", "Engineering and Construction", "Construction", "Contractors' Information", "Forms and Documents", and then "Weekly Quality Control Forms". Except for the daily diaries, all documentation and information required on the forms shall be typed. Daily diaries may be hand-written if acceptable to the Engineer. The weekly report shall be submitted to the Engineer in paper form with a transmittal letter signed by the contractor's quality control manager.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 106-Control of Material continued...

In lieu of using the standard weekly quality control forms available on the Department's website, the contractor or testing laboratory may prepare the weekly report using proprietary or other software, if acceptable to the Engineer, provided that all required information is included, the format is comparable to the Department's standard format, and the report is submitted in paper form with the required transmittal letter.

The report period shall end at midnight of each Friday, and the report shall be submitted to the Engineer no later than 5:00 p.m. of the following Wednesday. The Engineer will verify that the report is timely, complete and accurate.

Reports that are not submitted by the above-referenced deadline shall be considered delinquent. Reports that are submitted by the above-referenced deadline, but are not complete and accurate, shall also be considered delinquent. In either case monies shall be deducted from the contractor's monthly estimate in accordance with the requirements for Contractor Quality Control, as specified in these special provisions.

106.05 Certificates: of the Standard Specifications is revised to read:

(A) General:

The contractor shall submit to the Engineer an original or copy of either a Certificate of Compliance or a Certificate of Analysis, as required, prior to the use of any materials or manufactured assemblies for which the specifications require that such a certificate be furnished.

Certificates shall be specifically identified as either a "Certificate of Compliance" or a "Certificate of Analysis".

The Engineer may permit the use of certain materials or manufactured assemblies prior to, or without, sampling and testing if accompanied by a Certificate of Compliance or Certificate of Analysis, as herein specified. Materials or manufactured assemblies for which a certificate is furnished may be sampled and tested at any time, and, if found not in conformity with the requirements of the plans and the specifications, will be subject to rejection, whether in place or not.

Certificates of Compliance and Certificates of Analysis shall comply with the requirements specified herein, the ADOT Materials Testing Manual, and applicable ADOT Materials Policy and Procedure Directives.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 106-Control of Material continued...

(B) Certificate of Compliance:

A Certificate of Compliance shall be submitted on the manufacturer's or supplier's official letterhead, and shall contain the following information:

- (1) The current name, address, and phone number of the manufacturer or supplier of the material.
- (2) A description of the material supplied.
- (3) Quantity of material represented by the certificate.
- (4) Means of material identification, such as label, lot number, or marking.
- (5) A statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state compliance with the cited specification, such as AASHTO M 320, ASTM C 494; or specific table or subsection of the Arizona Department of Transportation Standard Specifications or Special Provisions. Certificates may cite both, if applicable.
- (6) A statement that the individual identified in item seven below has the legal authority to bind the manufacturer or the supplier of the material.
- (7) The name, title, and signature of the responsible individual. The date of the signature shall also be given.

Each of the first six items specified above shall be completed prior to the signing of the certificate as defined in item seven. No certificate will be accepted that has been altered, added to, or changed in any way after the authorized signature has been affixed to the original certificate. However, notations of a clarifying nature, such as project number, contractor, or quantity shipped are acceptable, provided the basic requirements of the certificate are not affected.

A copy or facsimile reproduction of the original certificate will be acceptable; however, the original certificate shall be made available upon request.

(C) Certificate of Analysis:

A Certificate of Analysis shall include all the information required for a Certificate of Compliance and, in addition, shall include the results of all tests required by the specifications.

106.15 Domestic Materials and Products:

Steel and iron materials and products used on all projects shall comply with the current "Buy America" requirements of 23 CFR 635.410.

All manufacturing processes to produce steel and iron products used on this project shall occur in the United States. Raw materials used in manufacturing the steel and iron products may be foreign or domestic. Steel or iron not meeting these requirements may be used in products on this project provided that the invoiced cost to the contractor for such steel products incorporated into the work does not exceed either one-tenth of one percent of the total (final) contract cost or \$2,500, whichever is greater.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 106-Control of Material continued...

Any process which involves the application of a coating to iron or steel shall occur in the United States. These processes include epoxy coating, galvanizing, painting, or any other coating which protects or enhances the value of covered material.

The requirements specified herein shall only apply to steel and iron products permanently incorporated into the project. "Buy America" provisions do not apply to temporary steel items, such as sheet piling, temporary bridges, steel scaffolding and falsework, or to materials which remain in place at the contractor's convenience.

The contractor shall furnish the Engineer with Certificates of Compliance, conforming to the requirements of Subsection 106.05, which state that steel or iron products incorporated in the project meet the requirements specified. Certificates of Compliance shall also certify that all manufacturing processes to produce steel or iron products, and any application of a coating to iron or steel, occurred in the United States.

Convict-produced materials may not be used unless the materials were produced prior to July 1, 1991 at a prison facility specifically producing convict-made materials for Federal-aid construction projects.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

107-01 LAWS TO BE OBSERVED:

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

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

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 107-Legal Relations and Responsibility to Public continued...

107-02 PERMITS, LICENSES, AND TAXES: Per Section 107.02 of the ADOT Standard Specifications unless modified herein.

Before the Contractor or any subcontractor begins work the Contractor must apply for and obtain a Right of Way (ROW) use permit from the Gila County Public Works Engineering Department. A ROW permit application can be obtained at either the Globe or Payson Public Works office or from the Gila County website at the following link http://www.gilacountyaz.gov/government/public_works/engineering/index.php. A traffic control plan applicable to the work being performed and in accordance with MUTCD standards must be attached to the permit application when submitted. Gila County will waive the fee for the ROW permit.

107-03 PATENTED DEVICES, MATERIALS, AND PROCESSES: Per Section 107.03 of the ADOT Standard Specifications unless modified herein.

107-04 THRU 107-06 BLANK

107-07 SANITARY, HEALTH, AND SAFETY PROVISIONS:

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as required to comply with the requirements of the State and local boards of health, or of other bodies or tribunals having jurisdiction. Contractor is responsible for supplying toilet and hand washing facilities at work site.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under the Arizona Occupational Safety and Health Standards for Construction, adopted by the Industrial Commission of Arizona pursuant to the Authority in A.R.S. §23-410.

Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement.

Contractor Safety Tailgate Meetings: Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

Accident/Injury Procedure: Contractor shall contact the Owner and the Gila County Risk Management Division within twenty-four (24) hours of the occurrence of an accident or injury arising out of the Contractor's work under this contract.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 107-Legal Relations and Responsibility to Public continued...

Unsafe Acts: Contractor employees are encouraged to abate or remedy any unsafe act or condition which may arise in the course of Contractor's work under this contract.

Safety Audits: The County reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the County shall be notified should any OSHA inspection occur at a County job site.

107-08 PUBLIC CONVENIENCE AND SAFETY:

The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

Before the Contractor or any subcontractor begins work on the project they must read the Gila County Public Works Division Safety & Loss Control booklet and sign an acknowledgement form. All work shall be performed by Federal OSHA Standards.

The Contractor shall maintain the free and unobstructed movement of vehicular traffic with respect to his own operations and those of his subcontractor and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 104-04 hereinbefore specified.

107-09 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS:

The Contractor shall furnish, erect and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the MUTCD.

The Contractor shall furnish and erect all barricades, warning signs and markings for hazards prior to commencing work which required such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Owner's Engineer.

107-10 BLANK

107-11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE: Per Section 107.11 of the ADOT Standard Specifications unless modified herein.

107-12 BLANK

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 107-Legal Relations and Responsibility to Public continued...

107-13 RESPONSIBILITY FOR DAMAGE CLAIMS:

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Gila County and their respective agents, representatives, officers, directors, officials, and employees from and against any and all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the indemnitee and their respective agents, representatives, officers, directors, officials and employees shall arise in connection with any and all demands, proceedings, suits, actions, claims, workers compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including the loss of use resulting thereon, caused by any act or omission of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for whose acts they may be liable. The amount and type of insurance coverage requirements set forth in the Contract shall in no way be construed as limiting the scope of this indemnity.

107-14 CONTRACTOR'S INSURANCE:

Prior to the execution of the contract, the Contractor shall file with the Owner's Engineer a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner's Engineer. The certificate of insurance shall state that, with respect to the contract awarded the Contractor; the Contractor carries insurance in accordance with the requirements of this subsection.

On all policies Gila County shall be named as an additional insured.

INDEMNIFICATION CLAUSE:

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

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 107-Legal Relations and Responsibility to Public continued...

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. Contractor is free to purchase such additional insurance as may be determined necessary.

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

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

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

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

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 107-Legal Relations and Responsibility to Public continued...

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 **(County of Gila, Finance Department, Attention Jeannie Sgroi, 1400 E. Ash Street, 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 in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers 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 Lessee from potential insurer insolvency.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 107-Legal Relations and Responsibility to Public continued...

- 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 **(County Department Representative's Name and Address)**. 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 insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

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

107-GC1 THIRD PARTY BENEFICIARY CLAUSE:

It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create to the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 107-Legal Relations and Responsibility to Public continued...

107-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

(A) General:

The contractor's attention is directed to the requirements of Arizona Revised Statutes Section 40-360.21 through 40-360.29 requiring all parties excavating in public streets, alleys or utility easements to first secure the location of all underground facilities in the vicinity of the excavation.

The contractor shall contact the owners of the various utilities prior to the start of construction and shall obtain from them any information pertaining to existing utilities that will either supplement information shown on the project plans or will correct any such information that may be incorrect. The contractor shall furnish the Engineer with evidence that the contractor has contacted the utility companies. Such evidence shall be submitted at the preconstruction conference, and shall include a copy of the information received from each utility as a result of such contacts.

If the contractor learns from either the owner of the utility or from any other source of the existence and location of properties of railway, telegraph, telephone, fiber optics cable, water, sewer, septic tanks or systems, electric, gas and cable television companies either omitted from or shown incorrectly on the project plans, the contractor shall immediately notify the Engineer and shall not disturb the utilities. Relocation or adjustment of such utilities, if deemed necessary, will be either performed by others or shall be performed by the contractor in accordance with the provisions of Subsection 104-02(C).

The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum and that services rendered by these parties will not be unnecessarily interrupted.

Temporary or permanent relocation or adjustment of any utility line or service connection desired by the contractor for its convenience shall be its responsibility. The contractor shall obtain the approval of both the Engineer and the utility company and upon approval shall make all necessary arrangements with the utility company and shall bear all costs in connection with such relocation or adjustment. The contractor shall also submit a Sewer Discharge Prevention Plan, as specified in Subsection 107-15(C)(1), describing each anticipated relocation or adjustment involving existing sanitary sewer lines. No work on a particular facility shall begin until all approvals for that facility have been received.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 107-Legal Relations and Responsibility to Public continued...

(B) Contractor Qualifications for Water and Sewer Lines:

Breakage of active sanitary sewer lines may result in the potential spread of disease, contamination of the site and any adjacent bodies of water, and other hazards to the public. Substantial cleanup costs may be associated with such breakage, as well as possible major civil or criminal penalties. Therefore, the Engineer will closely consider the qualifications of any personnel proposed by the contractor to oversee or perform work involving active sanitary sewer lines. The contractor shall not assume that the personnel assigned to perform such work will be acceptable to the Department merely because they meet the experience requirements listed herein.

The contractor, or the subcontracting firm assigned to perform the water and sewer work, shall have a minimum of five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements.

In addition, the key personnel assigned by the contractor to perform any work on water or sewer lines, whether from the prime contractor or a subcontracting firm, shall also have at least five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements. A minimum of two such people shall be designated by the contractor. The designated personnel may have the title of foreman or superintendent; however, at least one of these people shall be present at all times at the location of any work being performed at or near an active sanitary sewer line.

For both the firm and the key personnel, the experience shall include working with and around water and sewer utility lines that are in service. The contractor shall submit the following documentation to the Engineer for review and approval:

- (1) A list indicating that the designated key project personnel have at least five years of applicable experience, as specified above. The list shall be accompanied with resumes for each of the key people. The resumes shall include the following information, and demonstrate compliance with the specified requirements:
 - (a) Detailed relevant experience for a minimum of two projects, including project description, date of work, actual work performed by the individual, and references (a minimum of one for each project).
 - (b) Level of applicable formal training.
 - (c) Number of years of relevant experience in performing like construction.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 107-Legal Relations and Responsibility to Public continued...

(2) A list of water and sewer construction projects completed by the firm performing the water or sewer work, as specified above, indicating a minimum of five years of applicable experience. Include the dates of work, type of work, description of the project, amount of work performed by the contractor/subcontractor, and the name and phone number of a contact with the owning company or agency for which the work was completed.

(3) List of equipment that will be used for this project. The list shall include, as a minimum, equipment type, date of manufacture, and if contractor-owned or rented.

(4) A list of all violations and citations in the past five years of applicable water and wastewater laws and statutes for both the prime contractor and the subcontractor responsible for the utility work.

The contractor shall submit this documentation to the Engineer for approval at least 21 calendar days prior to any anticipated work involving active sanitary sewer lines, whether new or existing.

(C) Protection of Existing Utility Lines:

At points where the contractor's operations are adjacent to right-of-way properties or easements for railway, telegraph, telephone, water, sewer, electric, gas and cable television companies, hereinafter referred to as utilities, or are adjacent to other facilities and property, damage to which might result in considerable expense, loss, inconvenience, injury or death, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The exact locations and depths of all utilities that are underground or the location of those on or near the surface of the ground which are not readily visible shall be determined. Such locations shall be marked in such a manner so that all workmen or equipment operators will be thoroughly apprised of their existence and location. It will be the contractor's responsibility to see that every effort possible has been made to acquaint those actually involved in working near utilities not only with the type, size, location and depth, but with the consequences that might follow any disturbance. No trenching or similar operation shall be commenced until the Engineer is satisfied that every possible effort has been taken by the contractor to protect utilities.

The contractor shall coordinate with others working near new or existing sewer lines or other utilities on the procedures to be followed to prevent damaging of these utilities.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 107-Legal Relations and Responsibility to Public continued...

(1) Sewage Discharge Prevention Plan (SDPP):

For any work which may impact active sanitary sewer pipes, whether new or existing, the contractor shall prepare a Sewage Discharge Prevention Plan (SDPP) which shall describe the contractor's procedures and work plan for such lines. The Sewage Discharge Prevention Plan shall also describe the precautions that the contractor shall take to prevent unplanned breakage or spills, and the procedure which the contractor shall follow if breakage or a spill occurs.

The contractor's method of work described in the SDPP shall ensure that any work done in or near any active sewer line is performed in a safe and controlled manner resulting in no accidental discharges. As a minimum, the contractor's equipment and procedures shall be appropriate for the intended work, and shall conform to standard industry practices.

The SDPP shall include information, as specified below, for all portions of the project which involve the following work activities, and for any other element of work which may involve contact with an active sanitary sewer line:

- Interrupt, divert, relocate, plug, or abandon a sewer line or service connection, or
- Brace, or tie into a sewer line or service connection.

Construction activities in the vicinity of active sanitary sewer lines or service connections shall also be included in the SDPP if any of the following conditions exist:

- (1) Any work crossing beneath the pipe, at any angle, regardless of vertical separation.
- (2) Any work crossing over the pipe, at any angle, within two feet of the top of pipe.
- (3) Work located parallel to the pipe within the following areas:
 - (a) For the area from the bottom of the pipe to two feet above the top of the pipe, any work within two feet horizontally of the pipe wall.
 - (b) For the area below the bottom of the pipe, any work located below an imaginary line beginning at the pipe spring line and progressing downward at a slope of 1.5 feet vertically to 1.0 feet horizontally.

The contractor's Sewage Discharge Prevention Plan shall address each of the items tabulated below, as applicable, for every location where construction activity will involve an active sanitary sewer line.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 107-Legal Relations and Responsibility to Public continued...

(2) Required Elements of the Sewage Discharge Prevention Plan:

The following elements shall be addressed in the SDPP:

- (a) Describe the proposed work in general, including the reasons for the work, scope, objectives, locations, dates, and estimated times the work will be conducted. Include project plan sheets detailing the proposed work, and indicating the peak flowrates of active sewer lines, determined as specified.
- (b) For all existing sanitary sewer pipes, determine whether the lines are active or abandoned, and the peak flowrates of lines in service, as provided by the owner of the utility.
- (c) List the key personnel (crew foreman, superintendent, and manager) and field office that are proposed to perform the work (include phone numbers).
- (d) Describe the work in step-by-step detail for each location, including excavation plans and how both the new and existing structures and utilities will be identified and protected.
- (e) Provide a detailed listing of any hardware, fittings, pipe plugs, flex couplings, tools, and materials needed to accomplish the work, and note the status of these items (on-hand, to-be-fabricated, on-order with expected delivery date, etc.). Include any manufacturer's specifications or recommendations, especially for any pipe plugs, sewer line fittings, and patching materials.
- (f) List all major equipment to be used to perform the work. Include in this item any pumps that will be used to perform the work and the rated capacity of the pumps at the anticipated suction head.
- (g) List all equipment to be used in the event of an unplanned release and specify how the equipment will be used. The locations of standby pumps shall be specified in this item. The plan shall indicate that all standby equipment to be used in the event of an unplanned discharge can be delivered to the site and put into service within two hours of identification of any unplanned flow.
- (h) List the safety equipment to be used, and describe any unique safety procedures. Cite the applicable OSHA standards covering the work.
- (i) Describe any contingency plans the contractor will implement in the event of unplanned releases and/or damage to existing facilities. List all personnel and subcontractors that will be responsible for responding to unplanned releases or damaged lines. Provide qualifications for all such personnel and subcontractors, including education, formal training, and relevant experience.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 107-Legal Relations and Responsibility to Public continued...

- (j) Describe how the public will be protected during the work, and include or cite any applicable traffic control plans.
- (k) Describe the quality control procedures that will be used in the field.
- (l) Discuss how temporary plugs or flow control devices will be secured, monitored, and removed.

The SDPP shall be in written form, and shall include any diagrams or sketches necessary for clarity. When possible, diagrams and sketches should be shown using the applicable project plan sheets.

The contractor shall modify the SDPP as necessary throughout the project to include any new or revised information relevant to the items listed above. The contractor shall resubmit the revised SDPP to the Engineer for approval in each case.

(3) Sewage Discharge Prevention Plan Approval:

The SDPP shall be submitted to the Engineer at least 21 calendar days before any work involving an active sewer line is to be done. The Engineer will review the plan, solicit comments from the owner/operator of the sewer line, and return the plan to the contractor within 14 calendar days from original submittal.

No work involving active sanitary sewer lines shall be done until a final SDPP meeting all the requirements specified in Subsection 107-15(C)(2) has been approved by the Engineer.

Approval of the contractor's Sewage Discharge Prevention Plans, personnel, or construction methods and operation shall not relieve the contractor from its responsibility to safely perform the work included in this contract, nor from its liability for damage resulting, either directly or indirectly, from its work performed under this contract.

(D) Service Connections:

(1) General:

In the event of interruption to water, sewer, or utility services as a result of accidental breakage or as a result of lines being exposed or unsupported, the contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. When service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 107-Legal Relations and Responsibility to Public continued...

(2) Unidentified Water and Sewer Connections:

The contractor shall protect unidentified, undamaged water or sewer service connections encountered during excavation. The contractor shall immediately notify the Engineer when an unidentified service connection is encountered.

The contractor shall immediately repair unidentified water or sewer service connections that are damaged during excavation. Any damaged service connections shall be reported to the Engineer, including all remedial actions taken.

(E) Repairing Damaged Lines:

When the operations of the contractor result in damage to any utility line or service connection, the location of which has been brought to the contractor's attention, the contractor shall assume full responsibility for such damage.

Should an unplanned breakage occur in an active sewer line as a result of the contractor's operations, the contractor shall immediately notify the Engineer, and begin repairs to halt any flows and restore normal service, in accordance with the procedures described in the approved Sewage Discharge Prevention Plan. The contractor shall also immediately notify the affected utility company and the appropriate regulatory agencies. The contractor shall be responsible for repairing the damaged pipe, restoring any interruptions in service, and cleaning up the affected areas within 24 hours of the beginning of the spill. Sewage discharge damage assessments, as specified in Subsection 107-15(F), will be charged to the contractor for any unplanned breakage which results in a discharge.

The contractor shall be responsible to repair any breakage, in accordance with requirements of the broken line's owner/operator, and clean up the site per applicable codes and regulations of the Environmental Protection Agency, OSHA, Arizona Department of Environmental Quality (ADEQ), and all other agencies' specifications, at no additional cost to the Department.

(F) Sewage Discharge Damage Assessments:

The Department will assess liquidated damages in accordance with the Table 1 below for each 24-hour period, or portion thereof, for each unplanned breakage that occurs in an active sanitary sewer line as a result of the contractor's operation. The rate of liquidated damages assessed is based on the type and quantity of effluent discharged as determined by the Engineer.

These liquidated damages do not relieve the contractor from any of its responsibilities under the contract, including any liquidated damages that may be assessed under Subsection 108.09 for late completion of the project.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 107-Legal Relations and Responsibility to Public continued...

Liquidated damages assessed by the Department will be independent of any penalties imposed by others.

The contractor acknowledges that Regulatory agencies may assess or impose civil or criminal penalties on the contractor resulting from sewer discharges.

The Department will not be responsible for any civil or criminal penalties, fines, damages, or other charges imposed on the contractor by any regulatory agency or court for sewage discharges that are a result, directly or indirectly, of the contractor's work performed under this contract.

Table 1		
Liquidated Damages (each 24 hour period, or portion thereof)		
Volume of Discharge	Raw Sewage or Industrial Wastewater	Treated Effluent
Less than 10,000 gallons	\$5,000.00	\$1,000.00
10,000-99,999 gallons	\$10,000.00	\$2,000.00
100,000-1 million gallons	\$25,000.00	\$3,000.00
Greater than 1 million gallons	\$40,000.00	\$5,000.00

Liquidated damages shall be assessed for each 24 hour period, or portion thereof, until the contractor has completed all of the following tasks:

- (A) Stopped the discharge.
- (B) Repaired the damaged pipe.
- (C) Restored normal service.
- (D) Fully cleaned and disinfected the site to the satisfaction of the Engineer.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 107-Legal Relations and Responsibility to Public continued...

REDUCTION OF LIQUIDATED DAMAGES: Upon completion of tasks A, B, and C above, and prior to completion of Task D, the liquidated damages assessed for the current 24-hour period shall be at the rate shown in Table 1. However, for each subsequent 24-hour period, the assessment will be one half of the rate shown in Table 1.

Damages will continue at the reduced rate until the site has been fully cleaned and disinfected to the satisfaction of the Engineer.

As an example, the amounts assessed each 24-hour period for an unplanned discharge of 20,000 gallons of raw sewage, in which the contractor completes tasks A, B, and C within the second 24-hour period but does not complete full cleanup until the third 24-hour period, will be as follows:

First 24-hour period: \$10,000.00

Second 24-hour period: \$10,000.00

Third 24-hour period: \$5,000.00

For this example, the total liquidated damage assessment will be \$25,000.00 (\$10,000 + \$10,000 + \$5,000).

107-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS:

In carrying out any of the contractor provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Owner's Engineer, his authorized representatives, or any official of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

107-17 NO WAIVER OF LEGAL RIGHTS:

Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

SECTION 108 PROSECUTION AND PROGRESS:

108-01 SUBLETTING OF CONTRACT:

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof or of his right, title or interest therein without written consent of the Owner's Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization work amounting to not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall release the Contractor of his liability under the contract and bond.

"His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, with or without operators.

"Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

The contract amount upon which the 50 percent requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

Any items that have been selected as "Specialty Items" for the contract will be listed as such in the special provisions, bidding schedule, or elsewhere in the contract documents.

The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute the orders of the Owner's Engineer.

Should the Contractor elect to assign his contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Owner's Engineer

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 108-Prosecution and Progress continued...

108-02 NOTICE TO PROCEED:

The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within ten (10) calendar days of the date set by the Owner's Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Owner's Engineer at least two (2) work days in advance of the time actual construction operations will begin.

108-03 BLANK

108-04 PROSECUTION AND PROGRESS:

The Contractor shall submit his progress schedule for the Owner's Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Owner's Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner's Engineer at least twenty-four (24) hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

108-05 BLANK

108-06 CHARACTER OF WORKERS: Per Section 108.06 of the ADOT Standard Specifications unless modified herein.

108-07 METHODS AND EQUIPMENT: Per Section 108.07 of the ADOT Standard Specifications unless modified herein.

108-GC1 TEMPORARY SUSPENSION OF THE WORK:

The Owner's Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 108-Prosecution and Progress continued...

In the event that the Contractor is ordered by the Owner's Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's Engineer's order to suspend work to the effective date of the Owner's Engineer's order to resume the work. Claims for such compensation shall be filed with the Owner's Engineer within the time period stated in the Owner's Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Owner's Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for the continuous flow of traffic.

108-08 DETERMINATION AND EXTENSION OF CONTRACT TIME:

The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

- (a) CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Owner's Engineer. The Owner's Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK (104-02(C)).

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 108-Prosecution and Progress continued...

The Owner's Engineer shall base his weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal items of work under construction or temporary suspension of the entire work which have been ordered by the Owner's Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Owner's Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Owner's Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Owner's Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 105-20(B).
- (5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Owner's Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 102-06.

Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

- (b) CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 108-Prosecution and Progress continued...

At the time of final payment, the contract time shall be increased in the same proportion as the final cost bears to the estimated cost in the proposal. Such increase in the contract time shall not consider either the cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

- (c) When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner's Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner's Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

108-09 FAILURE TO COMPLETE ON TIME:

For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 108-08 the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 108-Prosecution and Progress continued...

108-10 DEFAULT AND TERMINATION OF CONTRACT:

The Contractor shall be considered in default of his contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- (a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (108-02)"; or
- (b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- (g) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
- (h) Makes an assignment for the benefit of creditors; or
- (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner's Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner's Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Owner's Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 108-Prosecution and Progress continued...

108-GC2 TERMINATION OF CONTRACT FOR NATIONAL EMERGENCIES:

The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner's Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his responsibilities for the completed work nor shall it relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

SECTION 109 MEASUREMENT AND PAYMENT:

Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans.

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 109-Measurement and Payment continued...

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

- A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
- B. Removal, salvage and/or re-installation of existing fence lines.
- C. Sampling, testing, certification, and other quality control actions.
- D. Disposal of surplus, waste or non-salvageable materials.
- E. Grading of drainage ditches and drainage excavation not called out on the plans.
- F. Preparation and submittal of operation, traffic control, and storm water pollution prevention plans, whether specified herein or required by the other agencies.
- G. Obtaining and maintaining any required environmental and/or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Owner's Engineer shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

109-01 MEASUREMENT OF QUANTITIES: Per Section 109.01 of the ADOT Standard Specifications unless modified herein.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 109-Measurement and Payment continued...

109-02 SCOPE OF PAYMENT:

The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 107-17.

When the "basis of payment" subsection of a specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans or specifications.

Periodic progress payments shall be in accordance with A.R.S. §34-221.

109-03 COMPENSATION FOR ALTERED QUANTITIES:

When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

109-04 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK:

Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 104-02(C), will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work requiring that it be done by force account, such force account shall be measured and paid for as follows:

- (a) Labor. For all labor (skilled and unskilled) and foremen in direct charge of a specific force account item, the Contractor shall receive the rate of wage (or scale) for every hour that such labor or foreman is actually engaged in the specified force account work. Such wage (or scale) shall be agreed upon in writing before beginning the work.

The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. An amount equal to 15 percent of the sum of the above items will also be paid the Contractor.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 109-Measurement and Payment continued...

- (b) Insurance and Taxes. For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account work the Contractor shall receive the actual cost, to which cost (sum) 5 percent will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and taxes.
- (c) Materials. For materials accepted by the Owner's Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost (sum) 15 percent will be added.
- (d) Equipment. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Owner's Engineer, the Contractor shall receive the rental rates in the current "Blue Book for Construction Equipment".
- (e) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (f) Comparison of Records. The Contractor and the Owner's Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and Owner's Engineer or their duly authorized representatives.
- (g) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Owner's Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
 - (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
 - (3) Quantities of material, prices, and extensions.
 - (4) Transportation of materials.
 - (5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contribution and social security tax.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 109-Measurement and Payment continued...

Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for in the force account work. The total payment made as provided above shall constitute full compensation for such work.

109-05 PAYMENT FOR OMITTED ITEMS:

As specified in the subsection titled OMITTED ITEMS of Section 104-02(B), the Owner's Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Owner's Engineer omit to order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Owner's Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the contract or delivered on the work prior to the date of the Owner's Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Owner's Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

109-06 THRU 109-08 BLANK

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 109-Measurement and Payment continued...

109-09 ACCEPTANCE AND FINAL PAYMENT:

When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 105-20(B), the Owner's Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Owner's Engineer's final estimate or advise the Owner's Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and Owner's Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 105-21.

After the Contractor has approved, or approved under protest, the Owner's Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owners Engineer prior to the release of the final payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 105-21 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental, final estimate.

SECTION 201 CLEARING AND GRUBBING:

Clearing and Grubbing shall be in accordance with Section 201 of the ADOT Standard Specifications unless modified herein.

201-3.02 Removal and Disposal of Materials: the second and third paragraphs of the Standard Specifications are revised to read:

In the disposal of all tree trunks, stumps, brush, limbs, roots, vegetation and other debris, the contractor shall comply with the requirements of Title 49, Chapter 3, of the Arizona Revised Statutes, and with the Rules and Regulations for Air Pollution Control, Title 18, Chapter 2, Article 6, adopted by the Arizona Department of Environmental Quality pursuant to the authority granted by the Arizona Administrative Code.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 201-Clearing and Grubbing continued...

Burning will be permitted only after the contractor has obtained a permit from the Arizona Department of Environmental Quality and from any other Federal, State, County or City Agency that may be involved.

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

Removal of Structures and Obstructions shall be in accordance with Section 202 of the ADOT Standard Specifications unless modified herein.

202-5 Basis of Payment: the first paragraph of the Standard Specifications is revised to read: Payment for the accepted quantities of removal of structures and obstructions will be made by lump sum or by specific removal items or by a combination of both. Payment for removal of structures and obstructions not listed in the bidding schedule, but necessary to perform the construction operations designated on the project plans or specified in the Special Provisions shall be considered as included in the prices of contract items.

When saw cutting is not included as a contract pay item, full compensation for any saw cutting necessary to perform the construction operations designated on the plans shall be considered as included in the price of contract items.

SECTION 205 GRADING ROADWAY FOR PAVEMENT:

Grading roadway for pavement shall be in accordance with Section 205 of the ADOT Standard Specifications unless modified herein.

SECTION 207 DUST PALLIATIVE:

207-1 Description:

The work under this section shall consist of applying all water required for the control of dust as considered necessary for the safety and convenience of the traveling public, and for the reduction of the dust nuisance to adjacent property.

207-2 BLANK

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 207-Dust Palliative continued...

207-3 Construction Requirements:

The use of pressure pumps and spray bars on all sprinkling equipment used for the application of dust palliative will be required. The use of gravity flow spray bars and splash plates will not be permitted.

Water applied for dust control shall be as approved or directed by the Engineer. The contractor shall provide appropriate equipment for effective control of dust.

207-4 Method of Measurement and Basis of Payment:

No measurement will be made for application of dust palliative, including furnishing water and all necessary equipment and labor, the cost being considered as included in contract items.

SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES:

Aggregate Base Course shall be Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

SECTION 403 ASPHALTIC CONCRETE HOT PLANT REQUIREMENTS:

Asphaltic Concrete Hot Plant Requirements shall be in accordance with Section 403 of the ADOT Standard Specifications unless modified herein.

403-2 Requirements: the third paragraph of the Standard Specifications is revised to read:

The mineral admixture shall be added and thoroughly mixed with the mineral aggregate by means of a mechanical mixing device prior to the mineral aggregate and mineral admixture entering the dryer. For all asphaltic concrete mixes except ACFC (Specification Sections 407 and 411) and AR-ACFC (Specification Section 414), the moisture content of the combined mineral aggregate shall be a minimum of three percent by weight of the aggregate during the mixing process.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 403-Asphaltic Concrete Hot Plant Requirements continued...

403-2 Requirements: the twelfth paragraph of the Standard Specifications is revised to read: The contractor shall provide daily documentation of the weight and proportion of each individual component (mineral aggregate, mineral admixture, and bituminous material) incorporated into the mix. In addition, when reclaimed asphaltic pavement (RAP) is used, the contractor shall provide daily documentation of the weight, determined by a belt scale, and proportion of material from each individual RAP stockpile incorporated into the mix. The percent moisture content of the RAP material from each stockpile shall also be determined and provided daily by the contractor.

When Warm Mix Asphalt (WMA) technologies are used, the contractor shall provide the percent of water (for WMA water foaming processes) and/or the percent of WMA additive incorporated in the mix. The percent of each WMA technology shall be reported either by weight of total mix or by weight of total binder.

When incorporating WMA technologies, the hot plant shall be modified as required by the WMA technology manufacturer to introduce the WMA technology. Plant modifications may include additional plant instrumentation, the installation of asphalt binder foaming systems and/or WMA additive delivery systems, adjusting the plant burner and/or the mixing drum flights in order to operate at lower production temperatures, and/or reducing the production rate of WMA.

SECTION 404 BITUMINOUS TREATMENTS:

Bituminous Treatments shall be in accordance with Section 404 of the ADOT Standard Specifications unless modified herein.

404-3.12 Tack Coat: of the Standard Specifications is revised to read:

Tack coat shall be applied prior to placing a bituminous mixture on a primed surface, an existing bituminous surface, or an existing Portland cement concrete pavement surface. Tack coat shall also be applied between layers of bituminous mixtures. A light coat of bituminous material shall also be applied to edges or vertical surfaces against which a bituminous mixture is to be placed.

The contractor shall choose the bituminous material to be used for tack coat. The Engineer must approve the contractor's choice of bituminous material prior to its use.

The bituminous material used for tack coat shall conform to the requirements of Section 1005.

The rate of application for the specific usage will be specified by the Engineer. The following table shows approximate tack coat application rates:

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 404-Bituminous Treatments continued...

Type of Bituminous Material	Approximate Tack Coat Application Gallons / Square Yard		Rates: Payment Factor
	Prior to Placing ACFC or AR-ACFC	All Other Tack Coats	
Emulsified Asphalt (Special Type) – See Note Below.	Not Allowed	0.12	0.7
Emulsified Asphalt (Other than Special Type)	0.08	0.08	1.0
Asphalt Cement	0.06 to 0.08	0.06 to 0.08	1.0
Note: Emulsified Asphalt (Special Type) shall consist of Type SS-1 or CSS-1 emulsified asphalt diluted with water to provide an asphalt content of not less than 26 percent.			

If emulsified asphalt of any type is used, it shall have broken before the bituminous mixture is placed.

If emulsified asphalt of any type is held overnight, it shall be reheated and agitated prior to further application.

The Engineer may either adjust the application rate or, except as specified below, eliminate the use of tack coat in any part of the work if, in the Engineer's judgment, the bituminous mixture to be placed will be effectively bonded to the underlying surface. For asphaltic concrete friction course, asphaltic concrete friction course (asphalt-rubber), or asphaltic concrete (asphalt-rubber), application of the tack coat immediately prior to placing such pavements shall not be eliminated, although the Engineer may adjust the application rate.

Tack coat shall be applied only as far in advance of the placement of the bituminous mixture as is necessary to obtain the proper condition of tackiness. In no event shall more tack coat be applied in one day than will be covered by the bituminous mixture during that same day.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

SECTION 409 ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL):

Asphaltic Concrete Pavement shall be in accordance with Section 409 of the ADOT Standard Specifications except as modified herein.

Where new pavement matches existing pavement a thickened edge will be required per MAG Standard Detail 201, Type A (Detail dated 01-01-2014). The cost of constructing each thickened edge shall be considered included in the cost of Bidding Item No. 409.

409-1 Description: of the Standard Specifications is revised to read:

The work under this section shall consist of constructing Asphaltic Concrete (Miscellaneous Structural), hereinafter asphaltic concrete, by furnishing all materials, mixing at a plant, hauling and placing a mixture of aggregate materials, mineral admixture, and bituminous material (asphalt cement) to form a pavement course or to be used for other specified purposes, in accordance with the details shown on the project plans and the requirements of these specifications, and as directed by the Engineer.

The contractor shall acquire and make all arrangements for a source or sources of material, furnish a mix design which will meet the design criteria specified hereinafter, and provide all the equipment, materials, and labor necessary to complete the work.

409-2 Materials: of the Standard Specifications is modified to add:

The bidding schedule quantity of asphaltic concrete is based on an estimated unit weight of **145** pounds per cubic foot.

409-2.02 Bituminous Material: the first paragraph of the Standard Specifications is revised to read:

Asphalt cement shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005. The type of asphalt binder shall be **PG 64-22**.

409-2.03 Mineral Admixture: the last paragraph of the Standard Specifications is revised to read:

The certification and acceptance of Portland cement, blended hydraulic cement, and hydrated lime shall be in accordance with Materials Policy and Procedure Directive No. 13, "Certification and Acceptance of Hydraulic Cement, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

409-2.04 Mix Design: the third and fourth paragraphs of the Standard Specifications are revised to read:

The mix design shall be prepared by or under the direct supervision of a professional engineer experienced in the development of mix designs and mix design testing. The mix design shall be provided in a format that clearly indicates all the mix design requirements and shall be sealed, signed, and dated by the mix design engineer.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

The mix design shall be prepared by a mix design laboratory that has met the requirements of the Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories".

The contractor may propose the use of a mix design that has been developed for a previous project. The proposed mix design shall meet the requirements of these specifications. The contractor shall provide evidence that the type and source of bituminous material, the type of mineral admixture, and the source and methods of producing mineral aggregate have not changed since the formulation of the previous mix design. The contractor shall also provide current test results for all specified characteristics of the mineral aggregate proposed for use. The Engineer will determine if the previously used mix design is suitable for the intended use and if the previous use of the mix design was satisfactory to the Department. The Engineer will either approve or disapprove the proposed mix design. Should the Engineer disapprove the use of the previously used mix design, the contractor shall prepare and submit a new mix design proposal in accordance with the requirements of these specifications.

A previously used mix design older than two years from the date it was formulated, sealed, signed, and dated shall not be allowed for use. Once approved for use on a project, a previously used mix design may be used for the duration of that project.

409-2.04 Mix Design: the last two paragraphs of the Standard Specifications are revised to read:

The mix design shall meet the following criteria when tested in accordance with the requirements of the following test methods:

Criteria	Requirement	Arizona Test Method
1. Voids in Mineral Aggregate: %, Range	14.5 – 18.5	815
2. Effective Voids: %, Range	5.3 – 5.7	815
3. Absorbed Asphalt: %, Range	0 – 1.0	815

The Engineer reserves the right to adjust the asphalt content during production from the mix design value without additional compensation to the contractor in order to obtain desirable effective voids.

409-2.05 Sampling and Testing: of the Standard Specifications is revised to read:

Sampling and testing the materials and mixture for quality control purposes shall be the contractor's responsibility. The Engineer reserves the right to sample and test the materials and mixture when necessary to determine that they reasonably conform to the requirements specified herein.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

409-3.01 General: the ninth, tenth, eleventh, and twelfth paragraphs of the Standard Specifications are revised to read:

All wheels and tires of compactors and other equipment surfaces shall be treated when necessary with a release agent approved by the Engineer in order to prevent the sticking of asphaltic concrete. Release agents which degrade, dissolve, or in any way damage the bituminous material shall not be used. Diesel fuel shall not be used as a release agent.

Asphaltic concrete immediately behind the laydown machine shall be in a thoroughly mixed, free-flowing, and workable condition, be free of lumps and crusts, and have a minimum temperature of 275 degrees F.

All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the Engineer deems the use of self-propelled paving machines impractical.

The speed of the paving machine shall be coordinated with the production of the plant and an adequate number of trucks for hauling asphaltic concrete shall be available in order to achieve, as far as practical, a continuous operation.

Self-propelled paving machines shall spread the mixture within the specified tolerances, without segregation or tearing, true to the line, grade, and crown indicated on the project plans. Pavers shall be equipped with hoppers and augers which will distribute the mixture uniformly in front of adjustable screeds.

409-3.01 General: the seventeenth paragraph of the Standard Specifications is revised to read:

Before asphaltic concrete is placed, the surface to be paved shall be cleaned of all objectionable material and tacked with bituminous material in accordance with the requirements of Section 404.

409-5.02 Reduction for Noncompliance: of the Standard Specifications is revised to read:

A reduction in payment to the contractor for asphaltic concrete will be made for quantities of asphalt cement (bituminous material) that do not meet the requirements of Section 1005 as determined by corresponding test results. Adjustments in payment will be made in accordance with the requirements of Table 1005-1 and the following formula:

$$R = (100 - P) \times \left[\frac{(CP) \times T}{100} \right]$$

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

Where:

R = Amount of Reduction in Payment (dollars)
T = Quantity of asphalt cement in failure (tons, rounded to nearest tenth)
P = Percent of Contract Unit Price allowed (Table 1005-1)
CP = Current Price for asphalt cement (bituminous material), as determined by the Department, for the month in which a deficiency was noted. This value will be made known by means of a memorandum issued on the last Wednesday of each month and mailed to those currently receiving copies of the Advertisements for Bids. This information may also be obtained from ADOT Contracts and Specifications Services, (602) 712-7221, or from ADOT's website.

SECTION 501 PIPE CULVERT AND STORM DRAINS:

Pipe culvert shall be in accordance with Section 501 of the ADOT Standard Specifications except as modified herein.

For each of the pipe culverts to be installed as shown in the project plans, bedding material shall be cement-treated slurry as described in Section 501 of the ADOT Standard Specifications. For the details of the limits of the pipe bedding material, reference shall be made to ADOT's Construction Standard drawings C-13.10 and C-13.15 respectively. No separate measurement or payment will be made for cement-treated slurry. The cost of shall be included in the cost of Bidding Item No. 501.

New pipe culverts shall be corrugated steel pipe with a wall thickness of 0.064 inches, a corrugation configuration of 2 2/3 X 1/2 and shall be coated with either aluminum or zinc.

501-1 Description: the first paragraph of the Standard Specifications is revised to read:
The work under this section shall consist of furnishing pipe and all other materials required and the installing of pipe, including excavating, and furnishing, placing and compacting backfill material, all in accordance with the details shown on the plans and the requirements of the specifications.

501-1 Description: the last sentence of the third paragraph of the Standard Specifications is revised to read:
Special sections, fittings, elbows, branch connections, tapered inlets, end sections, connectors, coupling, and other such items shall be of the same material and coating as the pipe to which they are attached unless otherwise stated in the specifications.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 501- Pipe Culvert and Storm Drains continued...

501-3.03(A) General: the second paragraph of the Standard Specifications is revised to read:
If the Engineer determines that the end of an existing pipe is damaged to the extent that it cannot be repaired sufficiently to be joined properly to the new pipe, the damaged portion shall be removed.

Pipe shall be installed in reasonably close conformity with the lines, grades and dimensions shown on the project plans or specified by the Engineer.

501-3.03(B)(1) General: the seventh paragraph of the Standard Specifications is hereby deleted:

501-3.03(G) Corrugated High Density Polyethylene Plastic Pipe: the title and text of the Standard Specifications are revised to read:

501-3.03(G) Corrugated High Density Polyethylene Plastic Pipe and Steel Reinforced High Density Thermoplastic Ribbed Pipe:

Corrugated high density polyethylene plastic pipe and steel reinforced high density thermoplastic ribbed pipe shall be assembled and installed in accordance with the manufacturer's instructions.

Watertight joints, unless otherwise specified, will not be required for storm drains, culverts, or other drainage pipes. However, joints for these pipes shall be water resistant. Watertight joints shall be provided for siphon and irrigation pipe installations.

Watertight and water resistant joints shall conform to the requirements of Subsection 1010-8.

Tracer wire for magnetic detection shall be placed in accordance with the requirements of Subsection 104.15.

Special care shall be taken in the handling and installation of corrugated high density polyethylene plastic pipe and fittings and steel reinforced high density thermoplastic ribbed pipe and fittings to prevent damage and to assure that proper line and pipe grade are maintained throughout the backfilling operation.

When end sections for either pipe are called for on the plans, the contractor shall use metal safety end sections unless otherwise specified.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

Maintenance and Protection of Traffic shall be in accordance with Section 701 of the ADOT Standard Specifications, except as modified herein.

701-4 Method of Measurement: is revised to read:

No measurement shall be made for Maintenance and Protection of Traffic. The contract unit of measurement shall be lump sum.

701-5 Basis of Payment: is revised to read:

Payment for Maintenance and Protection of Traffic shall be lump sum and shall be full compensation for all work necessary to provide Maintenance and Protection of Traffic.

SECTION 810 EROSION CONTROL AND POLLUTION PREVENTION:

810-1 Description:

The Contractor shall be responsible for compliance with any rules and regulations of the Arizona Department of Environmental Quality (ADEQ) that may be applicable as a result of the proposed work of this contract. The contractor shall provide the Owner with a copy of all correspondence from ADEQ demonstrating that all permits for the work have been obtained, all requirements have been met and approval to begin the work has been granted.

The work under this section shall include furnishing, installing, maintaining, removing and disposing of temporary erosion control measures needed to fulfill the requirements of the permits needed under this section.

All work specified in this subsection will be temporary for use during construction, unless designated otherwise.

The Contractor shall be responsible for maintaining all erosion and pollution control devices in proper functioning condition at all times during Construction. After completion and final approval of construction activities the Owner shall be responsible for maintaining all erosion and pollution control devices.

When deficiencies in the erosion control devices or other elements of work listed herein are noted by inspection or other observation, specified corrections shall be made by the contractor by the end of the day or work shift, or as directed by the Engineer.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 810-Erosion Control and Pollution Prevention continued...

Work specified herein which is lost, destroyed, or deemed unacceptable by the Engineer as a result of the Contractor's operations shall be replaced. Work specified herein which is lost or destroyed, as a result of natural events, such as excessive rainfall, shall be replaced by the Contractor.

In cases of serious or willful disregard for the protection of the waters of the U.S. and/or natural surroundings by the contractor, the Owner's Engineer will immediately notify the Contractor of such non-compliance.

810-2 Method of Measurement:

No measurement shall be made for Erosion Control and Pollution Prevention. The contract unit of measurement shall be lump sum.

810-3 Basis of Payment:

Payment for Erosion Control and Pollution Prevention shall be lump sum and shall be full compensation for all of the work necessary to complete said Erosion Control and Pollution Prevention including all necessary permit fees, materials, equipment and labor associated with said work.

SECTION 901 MOBILIZATION:

Mobilization shall be in accordance with Section 901 of the ADOT Standard Specifications except as modified herein.

The Contractor shall be responsible for providing a construction yard and/or staging area as needed for this project. The cost of shall be included in the cost of Bid Item No. 901.

901-5 Basis of Payment: of the Standard Specifications is revised to read:

Payment for mobilization, measured as provided above, will be made at the contract lump sum price, which shall be full compensation for supplying and furnishing all materials, facilities and services and performing all the work involved as specified herein.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 901-Mobilization continued...

Partial payments under this item will be made in accordance with the following provisions. Reference herein to the adjusted contract shall mean the original contract amount exclusive of mobilization:

The first payment of the lump sum price for mobilization will be paid after the Preconstruction Conference provided that all submissions required under ADOT Standard Specifications Subsection 108.03, as applicable to this contract, are submitted by the contractor at the Preconstruction Conference to the satisfaction of the Engineer. The amount paid for the first partial payment will be in accordance with Table 901-1.

The second payment of the lump sum price for mobilization will be made when the Engineer has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform portions of the contract work. The amount paid for the second partial payment will be in accordance with Table 901-1.

The third payment of the lump sum price for mobilization will be made on the first estimate following completion of five percent of the adjusted contract. Such percentage determination will not include partial payments for material on hand. The amount paid for the third payment will be in accordance with Table 901-1.

The fourth payment of the lump sum price for mobilization will be made on the first estimate following completion of 10 percent of the adjusted contract. Such percentage determination will not include partial payments for material on hand. The amount paid for the fourth payment will be in accordance with Table 901-1.

The total sum of all payment shall not exceed the original contract lump sum price for mobilization, regardless of the fact that the contractor may have, for any reason, shut down its work on the project or moved its equipment away from the project and back again.

TABLE 901-1		
AMOUNT ALLOWED FOR MOBILIZATION DURING THE LIFE OF THE CONTRACT		
Contract Amount: \$	% Of Contract	Basis Of Payment
0 - 5,000,000	12% *	25% of the lump sum price for mobilization or 3% of the original contract amount, whichever is less.
5,000,000 +	10% *	25% of the lump sum price for mobilization or 2.5% of the original contract amount, whichever is less.
*If the price bid for mobilization exceeds this percentage, any excess will be paid to the contractor upon completion of the contract.		

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Section 901-Mobilization continued...

The adjustment provisions in Section 104 shall not apply to the item of mobilization.

When other contract items are adjusted as provided in Section 104, and if the costs applicable to such items of work include mobilization costs, such mobilization costs will be considered as recovered by the contractor in the lump sum price paid for mobilization, and will be excluded from consideration in determining compensation under Section 104.

When mobilization is not included as a contract item, full compensation for any necessary mobilization required will be considered as included in the prices paid for the various contract items involved and no additional compensation will be made.

SECTION 924 FORCE ACCOUNT WORK (UNFORESEEN CONDITIONS):

924-1 Description:

The work under this item shall serve as a contingency fund for Change Orders, as directed by the Owner's Engineer, in regards to unforeseen conditions and changes to the Scope of Work required to complete the work originally intended.

924-2 Method of Measurement and Basis of Payment:

Measurement and Payment for the unforeseen conditions will be made on a Force Account basis in accordance with the Section 109-04 of these Special Provisions.

SECTION 925 CONSTRUCTION SURVEYING AND LAYOUT:

Construction Surveying and Layout shall be in accordance with Section 925 of the ADOT Standard Specifications unless modified herein.

925-5 Basis of Payment: the first two sentences of the second paragraph of the Standard Specifications are revised to read:

If additional staking and layout are required as a result of additional work ordered by the Engineer, such work will be paid under ITEM 9250101 - ONE-PERSON SURVEY PARTY at the predetermined rate of \$65 per hour, ITEM 9250102 - TWO-PERSON SURVEY PARTY at the predetermined rate of \$100 per hour, ITEM 9250103 - THREE-PERSON SURVEY PARTY at the predetermined rate of \$135 per hour, ITEM 9250106 – SURVEY MANAGER at the predetermined rate of \$100 per hour, and ITEM 9250105 - OFFICE SURVEY TECHNICIAN at the predetermined rate of \$70 per hour.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

SECTION 1005 BITUMINOUS MATERIALS:

Bituminous Materials shall be in accordance with Section 1005 of the ADOT Standard Specifications unless modified herein.

1005-2 Sampling of Bituminous Material: the first sentence of the first paragraph of the Standard Specifications is revised to read:

Sampling of bituminous material shall conform to the requirements of Arizona Test Method 103.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I



***Contract Forms are a binding part of
Informal Bid Documents and Awarded Contract.***

CONTRACT FORMS

Proposal	P-1 to P-3
Bidding Schedule	BS-1 to BS-2
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 011516 Mesa Del Caballo Street Improvements Project, Payson, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bidding Schedule.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within sixty (60) Calendar Days from the commencement date as specified on the Notice to Proceed**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: _____

Corporate Address: _____

Incorporated under the laws of the State of : _____

By (Signature): _____ **Date:** _____

President: _____

Secretary: _____

Treasurer: _____

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Proposal continued...

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

By (Signature): _____ **Date:** _____

Name and Address of Each Member: _____

If by an Individual:

Signature: _____ **Date:** _____

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

BIDDING SCHEDULE (BS-1 to BS-2)

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: _____

TOTAL CONTRACT PRICE, for the sum of \$ _____

WRITTEN TOTAL CONTRACT PRICE

_____ **Dollars**

and _____ **Cents.**

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L.SUM	1		
202	Removal of Structures and Obstructions	L.SUM	1		
205	Grading Roadway for Pavement	SQ.YD.	5200		
303	Aggregate Base, Class 2	CU.YD.	870		
409	Asphaltic Concrete (Misc. Structural)	Ton	715		
501	Pipe, Corrugated Metal, 21"x15"	L.FT	118		
701	Maintenance and Protection of Traffic	L.SUM	1		
810	Erosion Control and Pollution Prevention	L.SUM	1		
901	Mobilization	L.SUM	1		
924	Force Account Work (Unforeseen Conditions)	L.SUM	1	\$20,000.00	\$20,000.00
925	Construction Surveying and Layout	L.SUM	1		

Total Base Bid _____

GILA COUNTY

SURETY (BID) BOND (BB-1)

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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,

as Principal, hereinafter called the Principal, and _____,

a corporation duly organized under the laws of the State of _____,

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

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT, PHASE I

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

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

Principal

Surety

By

By Attorney-in-Fact

Title

**Address, Attorney-in-Fact
Subscribed and sworn to before me
this ____ day of _____, 20__**

My commission expires: _____

Notary Public

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

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

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

Contract Number 011516-MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

The applicant submitting this Bid warrants the following:

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

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

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

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

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

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

- a. A brief history of the Contractors Firm.
- b. A Cost Proposal shall be submitted on the Bid Schedule, attached hereon and made a full part of this contract by this reference.
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

- d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
- e. List the specific qualifications the Contractor has in supplying the specified services.
- f. Gila County reserves the right to request additional information.

6. Contractor Experience Modifier (e-mod) Rating in Arizona: _____

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 Arizona Contractor License Number: _____

Signature of Authorized Representative

Printed Name

Title

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

GILA COUNTY
REFERENCE LIST (RL-1)

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** _____
 Contact: _____
 Phone: _____
 Address: _____

2. **Company:** _____
 Contact: _____
 Phone: _____
 Address: _____

3. **Company:** _____
 Contact: _____
 Phone: _____
 Address: _____

4. **Company:** _____
 Contact: _____
 Phone: _____
 Address: _____

Name of Business

Signature of Authorized Representative

Title

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of **Invitation for Bid No. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

Name of Business

Signature of Authorized Representative

Title

**Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I**

BIDDERS CHECKLIST (CK-1)

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

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
Proposal	_____
Bidding Schedule	_____
Surety (Bid) Bond	_____
Qualification & Certification Form	_____
Reference List	_____
Affidavit of Non-Collusion	_____
Subcontractor Certification	_____
Contract	_____
Bidders Checklist & Addenda Acknowledgment	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2016.

CONTRACTOR:

BY:

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: **Proposal to Construct: MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, Payson, Arizona, Bid No. 011516.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Wednesday, March 23, 2016.**

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

GILA COUNTY
CONTRACT NO. 011516 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this _____ day of _____, **2016**, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the **OWNER**, and _____ of the City of _____, County of _____, State of Arizona, party of the second part, hereinafter designated the **CONTRACTOR**.

WITNESSETH: That the said **Contractor**, for and in consideration of the sum to be paid him by the said **Owner**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bond hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: The **Contractor** shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction for **Bid No. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 011516 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "Special Provisions", "Proposal", "Bidding Schedule", "Bid Bond", "Qualification & Certification Forms", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Employment Laws Acknowledgment", "Checklist & Addenda Acknowledgment", "Performance Bond", "Labor and Materials Bond", "Contract Performance Bond", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full. In the event of any conflict or any inconsistency in the documents, controlling weight shall be assigned in the following order: the Contract; the Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Contract continued...

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

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

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Contract continued...

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

2. Automobile Liability

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

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

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as 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 **Jeannie Sgroi, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Contract continued...

- 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 **Jeannie Sgroi, Contracts Administrator, 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 insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage’s for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE VI - 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 for construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

Work on this project shall start within **no later than ten (10) Days of the Notice To Proceed**, and shall be completed within the following limits:

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **60 Calendar Days of the commencement date as specified on the Notice To Proceed.**

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 Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

<u>WORK ITEM</u>	<u>DAILY CHARGE PER CALENDAR DAY</u>
All work not complete within the above specified time after start of work.	\$490.00

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 the above schedule; 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 Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE VII - CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. §38-511** and **GENERAL PROVISION 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before **thirty (30) days** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Contract continued...

ARTICLE IX – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor.

The **Contractor** shall comply with the applicable provisions of the Americans with Disabilities Act (**Public Law 101-336, 42 U.S.C. 12101-12213**) and applicable Federal regulations under the Act.

ARTICLE X – 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, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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

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

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Contract continued...

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.

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

In return for the performance of this Contract by the **Contractor**, the **Owner** agrees to pay the amount of \$ _____ **INCLUDING ALL APPLICABLE TAXES** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Bidding Schedule for:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I
CONTRACT NO. 011516

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

Contractor Signature

Print Name

ATTEST:

Witness (If Contractor is Individual)

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

STATUTORY PERFORMANCE BOND (CPB-1)
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES

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

KNOW ALL MEN BY THESE PRESENTS:

That,

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

and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

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

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this _____ day of _____, 2016.

Principal

Seal

Surety

Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1)
PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

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

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

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

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this _____ day of _____, 2016.

Principal

Seal

Surety

Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

GILA COUNTY
CONTRACT PERFORMANCE WARRANTY (CPW-1)

I, _____, representing
_____ (company name)

do hereby warranty the work performed for the:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,

for a period of **two (2) years** from completion of said work.

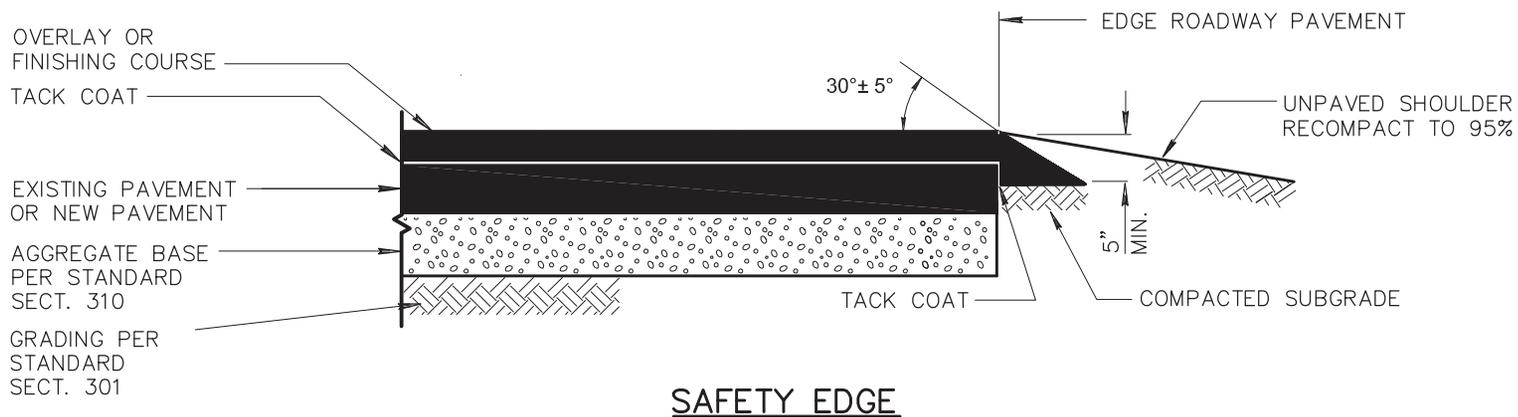
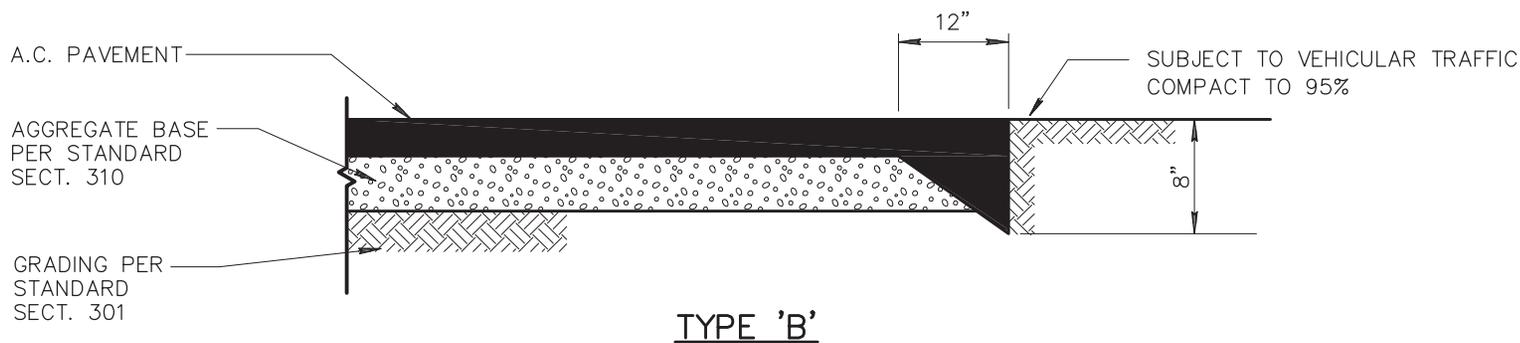
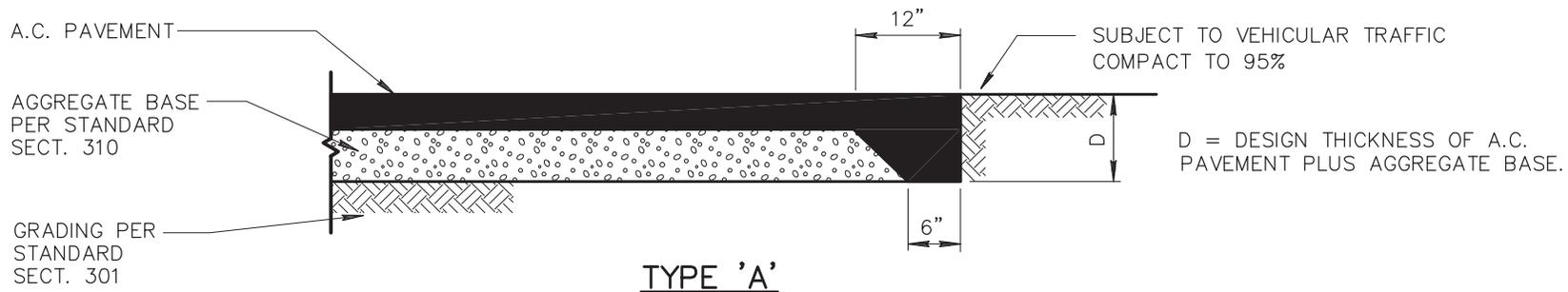
Said work shall be free from defects which would cause the work not to perform in its intended manner.

(Officer, Partner, Owner)

Date

APPENDIX A

(REFERENCED STANDARD DETAILS)



DETAIL NO.

201



STANDARD DETAIL
ENGLISH

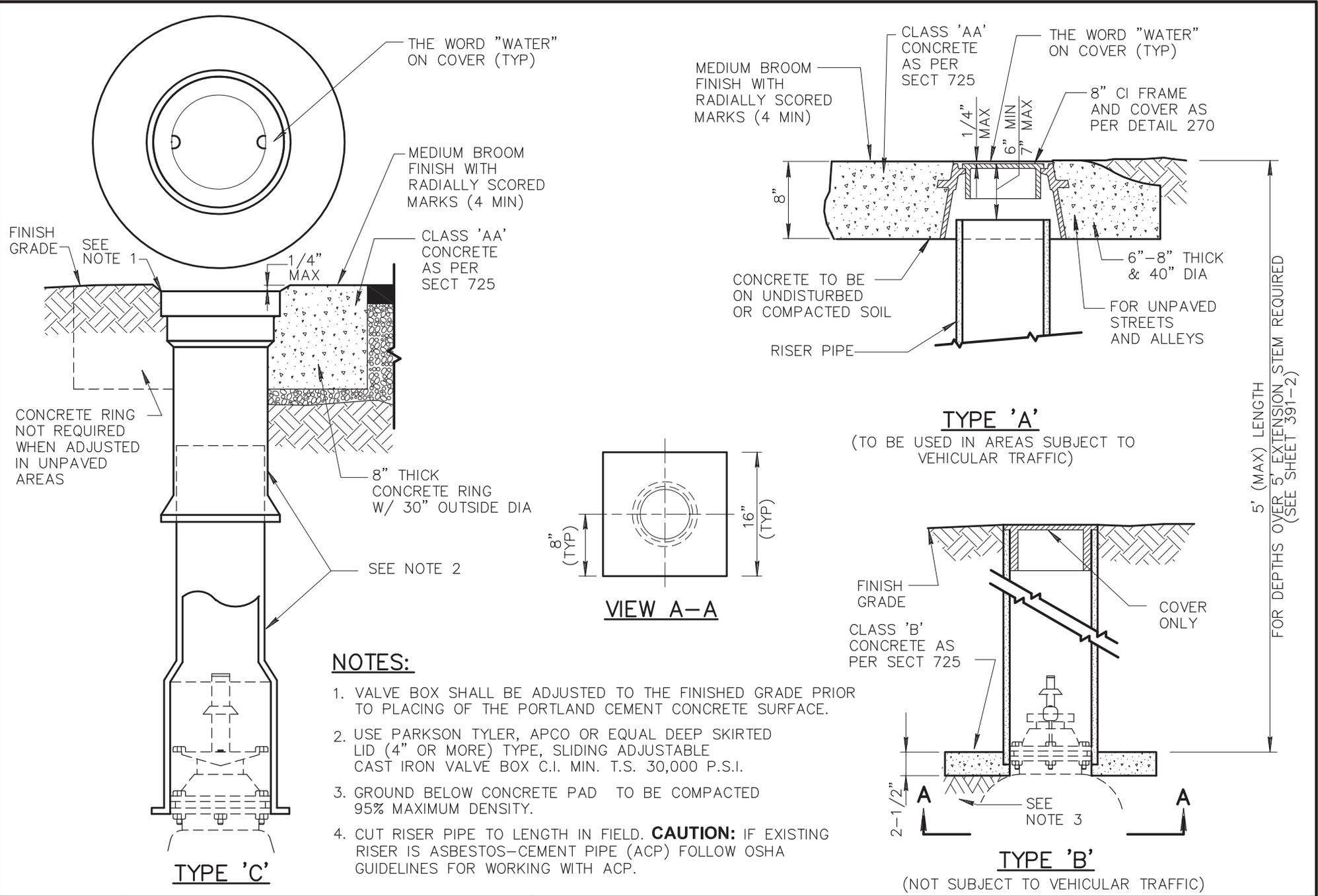
ASPHALT PAVEMENT EDGE DETAILS

DATE

01-01-2014

DETAIL NO.

201



DETAIL NO.
391-1



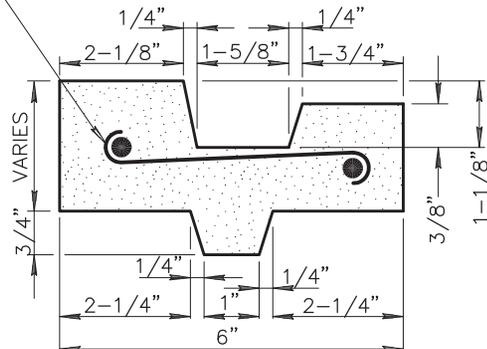
STANDARD DETAIL
ENGLISH

VALVE BOX INSTALLATION AND GRADE ADJUSTMENT

REVISED
01-01-2015

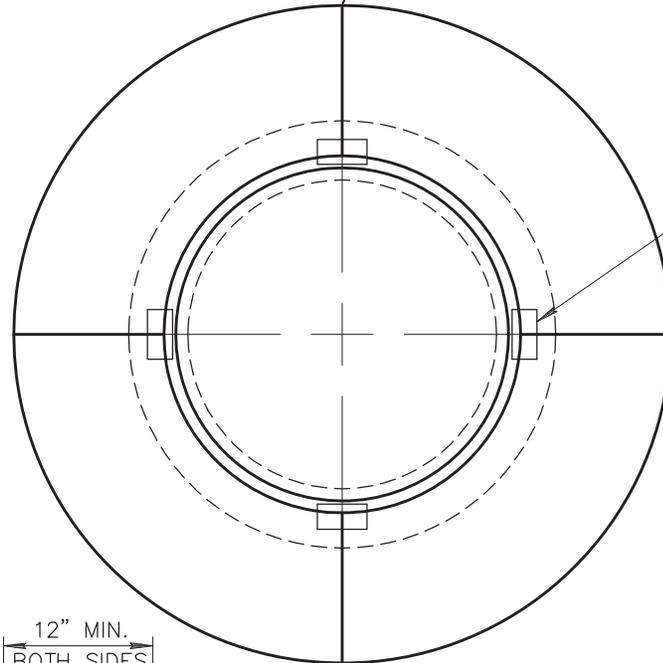
DETAIL NO.
391-1

(2) NO.2 HOOPS FOR 4" RING TIED WITH NO. 4 A.S.& W. GAUGE WIRE. 6" & 8" RING REQUIRE (4) NO. 2 HOOPS.



ADJUSTING RING DETAIL

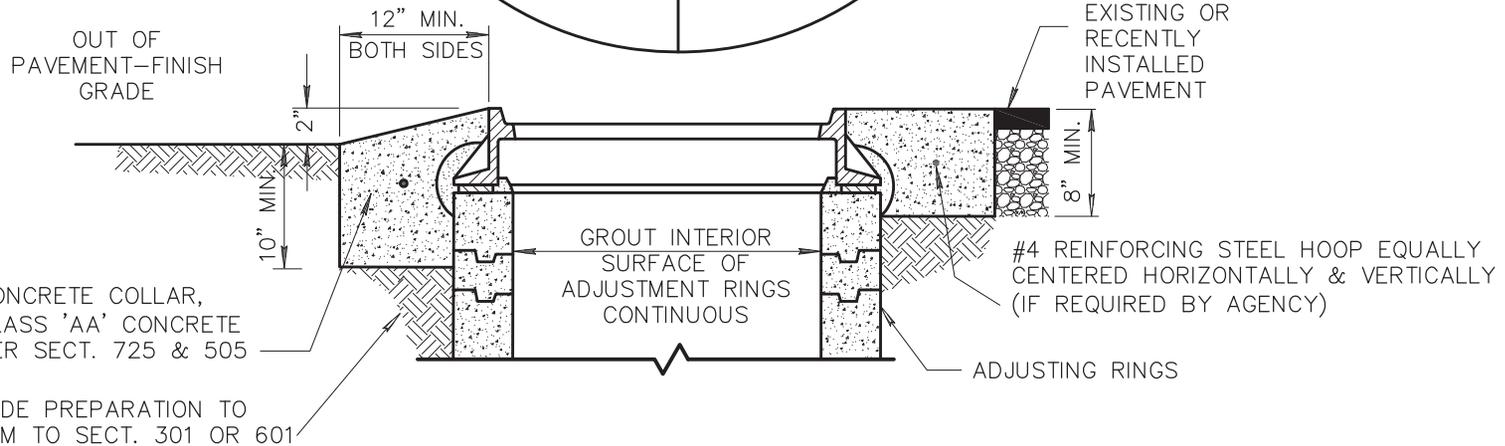
MEDIUM BROOM FINISH WITH RADIALLY SCORED MARKS (4 MIN.)



NOTES:

1. CONTRACTORS SHALL ADJUST ALL MANHOLE RINGS AND COVERS, INCLUDING MANHOLES OUTSIDE OF THE PAVEMENT.
2. ADJUSTMENT SHALL BE CONSTRUCTED PER MAG SECTION 345.
3. MANHOLE COATINGS PER AGENCY
4. GROUT SHALL BE USED BETWEEN FRAME AND ADJUSTING RING TO ACHIEVE WATER TIGHTNESS.

SPACER TYPE	REQUIRED THICKNESS
BRICK	GREATER THAN 2"
4"X2" STEEL SPACER	1/2" TO 2"
GROUT	LESS THAN 1/2"



DETAIL NO.

422



STANDARD DETAIL
ENGLISH

**MANHOLE FRAME
AND COVER ADJUSTMENT**

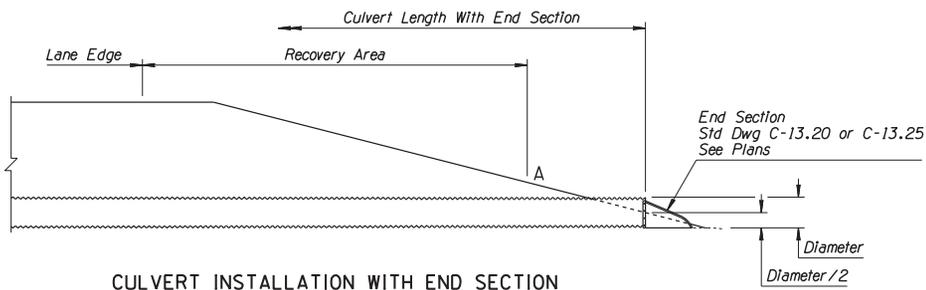
REVISED

01-01-2015

DETAIL NO.

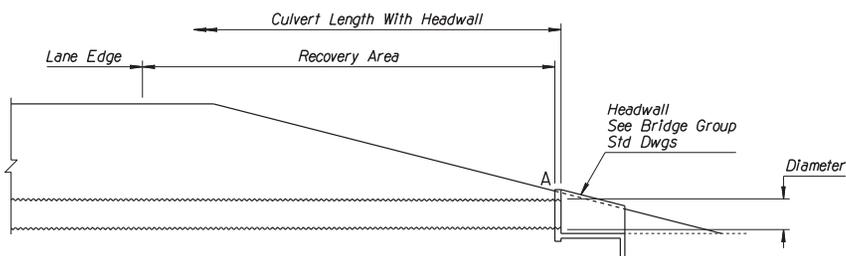
422

NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	REISSUED STANDARD DRAWING	RLF	7/05
2			
3			
4			

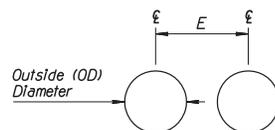


CULVERT INSTALLATION WITH END SECTION

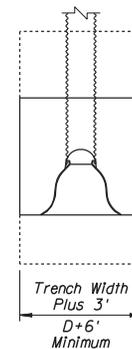
MINIMUM SPACING FOR MULTIPLE PIPES WITH HEADWALL	
Diameter or Span (In)	E (Ft-In)
18	2-6
24	3-0
30	3-9
36	4-6
42	5-3
48 to 66	OD + 3-0
72 and Over	OD + 3-0



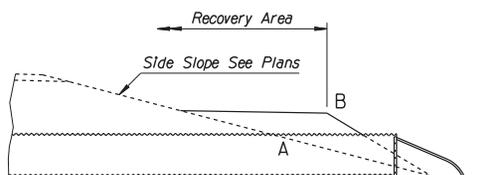
CULVERT INSTALLATION WITH HEADWALL



MINIMUM SPACING FOR MULTIPLE PIPES WITH HEADWALL

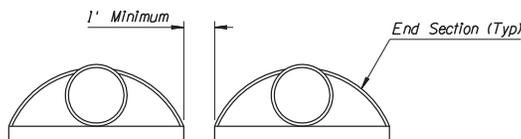


PLAN

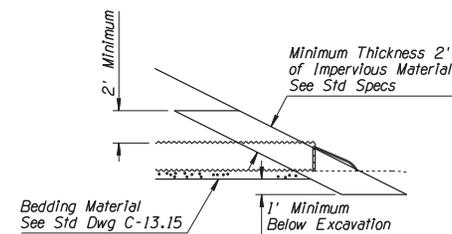


PIPE WITH BERM REQUIREMENT DETAIL

See General Note 4



MINIMUM SPACING FOR MULTIPLE PIPES WITH END SECTIONS



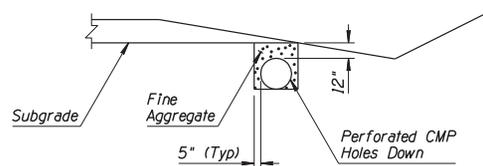
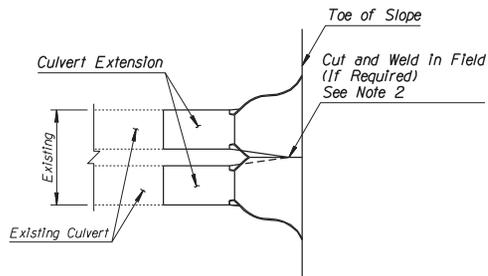
ELEVATION

SLOPE PLATING FOR PIPE WITH END SECTIONS

- GENERAL NOTES**
- See plans for any required inlet and/or outlet protection.
 - E dimension applies to both non-trench and trench conditions.
 - Minimum cover over pipe culverts shall be 1', measured from the top of pipe.
 - See Pipe Berm Requirement Detail for pipe berm requirements and Std Dwg C-03.10 for Installation. If Point A is within the recovery area, then a pipe berm is required and Point B is set at the edge of the recovery area.
 - Slope plating shall conform to Std Spec 501.

APPROVED FOR DESIGN 	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. ① 5/12
APPROVED FOR DISTRIBUTION 	PIPE CULVERT INSTALLATION	DRAWING NO. C-13.10 Sheet 1 of 2

NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	NEW GENERAL NOTE 2	RLF	9/04
2			
3			
4			

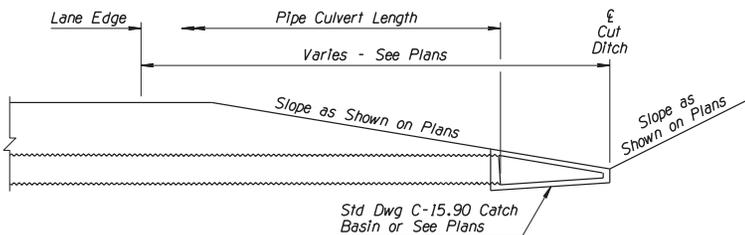


PERFORATED CMP INSTALLATION

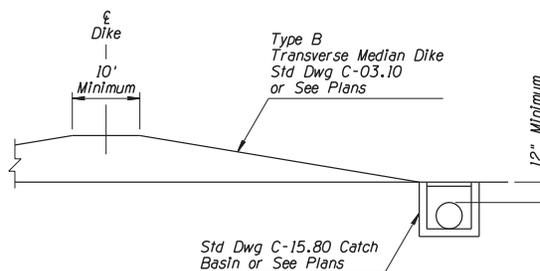
SPECIAL MULTIPLE PIPE END SECTION DETAIL FOR PIPE CULVERT EXTENSIONS ONLY

GENERAL NOTES

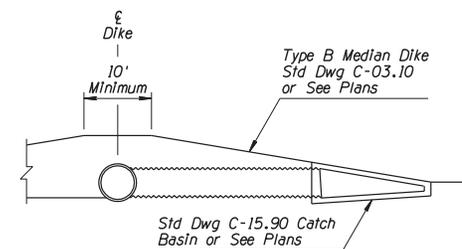
1. Minimum cover over pipe culverts shall be 12", measured from the top of pipe.
- ① 2. After welding, the damaged coating shall be cleaned by a wire brush and painted with at least one full coat of Paint Number 4, or given two coats of an approved hot asphalt paint, as directed by the Engineer.



PIPE AND CATCH BASIN INSTALLATION AT SAG CONDITION OF CUT DITCH



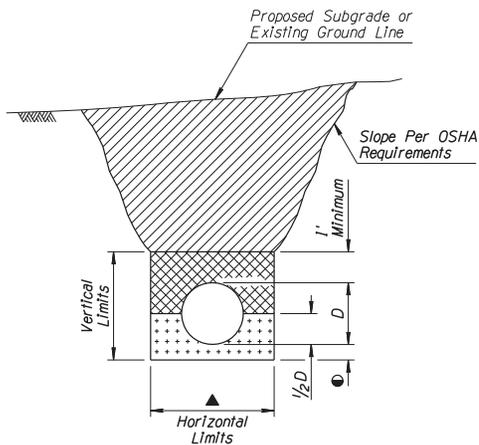
PIPE AND CATCH BASIN INSTALLATION AT BASE OF TRANSVERSE DIKE



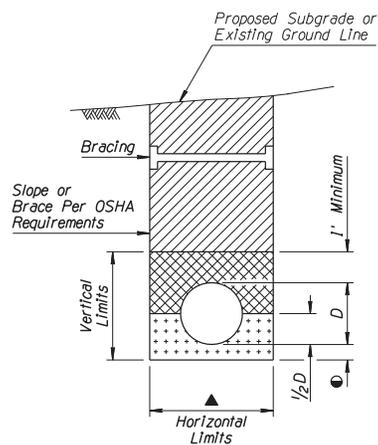
PIPE AND CATCH BASIN INSTALLATION AT FACE OF TRANSVERSE DIKE

APPROVED FOR DESIGN 	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. 5/12
APPROVED FOR DISTRIBUTION 	PIPE CULVERT INSTALLATION	DRAWING NO. C-13.10 Sheet 2 of 2

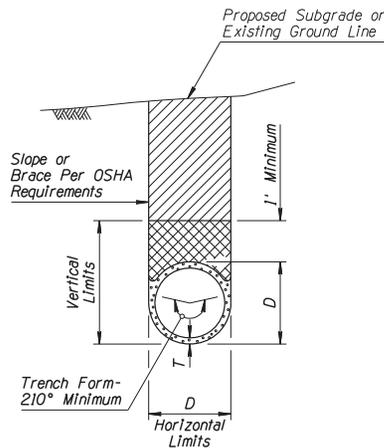
NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	REVISED SPECIFICATIONS	RLF	9/04
2			
3			
4			



TRENCH CONDITION
IN NATURAL GROUND OR IN EMBANKMENT
WITHOUT BRACING



TRENCH CONDITION
IN NATURAL GROUND OR IN EMBANKMENT
WITH BRACING SHOWN



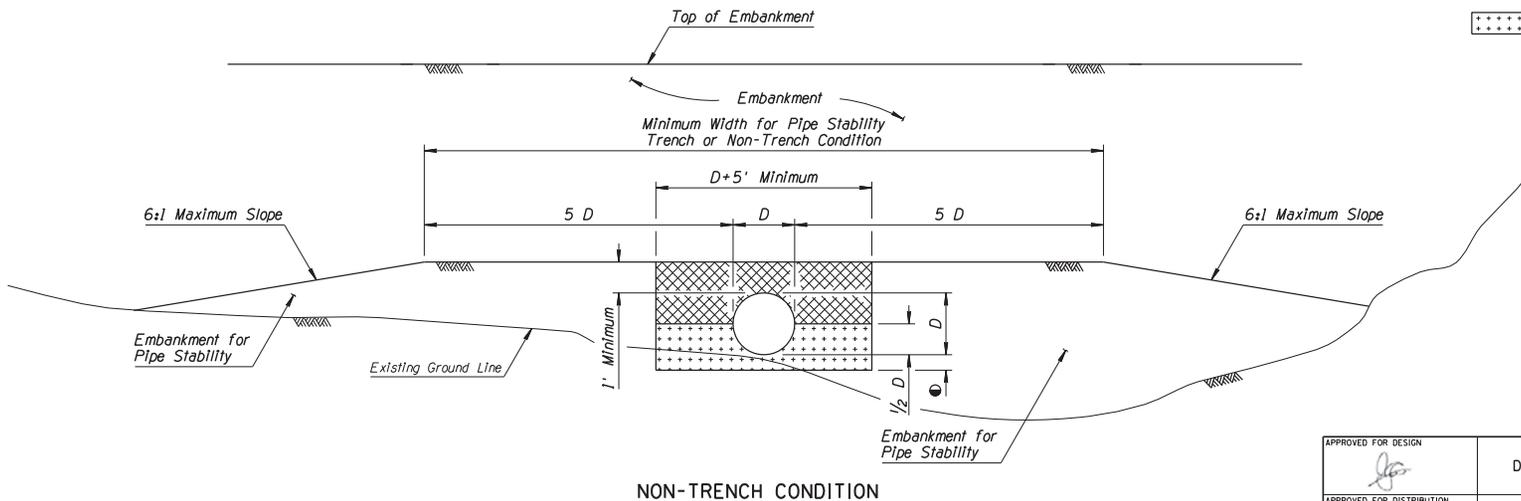
TRENCH CONDITION
NRCIPCP IN NATURAL GROUND
OR IN EMBANKMENT

GENERAL NOTES

1. Pipes shall be installed either in a trench condition or in a non-trench condition in natural ground or in embankment.
 2. In a trench condition, the vertical and horizontal limits shall be maintained. If horizontal limits are exceeded or the vertical limits are not maintained, a non-trench condition exists.
 3. Bracing and sloping shall conform to OSHA requirements.
 4. Pipe backfill may be bedding material.
 5. In a non-trench condition, the embankment for pipe stability shall be constructed in lifts to the limits shown in the detail simultaneously with the bedding material and pipe backfill. If the contractor chooses to construct it as a trench condition, the embankment shall be constructed before excavating the trench.
- D - Outside diameter of full circle pipe or outside dimension (span or rise) of arch, arch pipe, elliptical pipe.
- T - Minimum wall thickness for NRCIPCP: See Plans.
- ① ▲ For $D < \text{than } 4'$: $D + 6"$ each side, minimum
 $D + 2'$ each side, maximum
- ① For $D \geq \text{than } 4'$: $D + 1'$ each side, minimum
 $D + 3'$ each side, maximum

- - 6 inches except when on unyielding or unstable material. See Sid Specs.

- TRENCH BACKFILL
- PIPE BACKFILL
- BEDDING



NON-TRENCH CONDITION

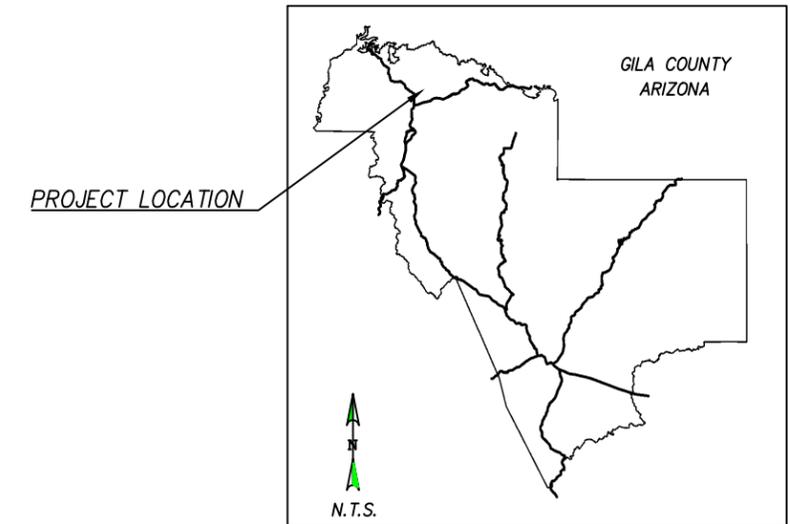
APPROVED FOR DESIGN 	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. 5/12
APPROVED FOR DISTRIBUTION 	TYPICAL PIPE INSTALLATION	DRAWING NO. C-13.15

APPENDIX B

(PROJECT PLANS)



IMPROVEMENT PLANS FOR MESA DEL CABALLO SUBDIVISION ROADS



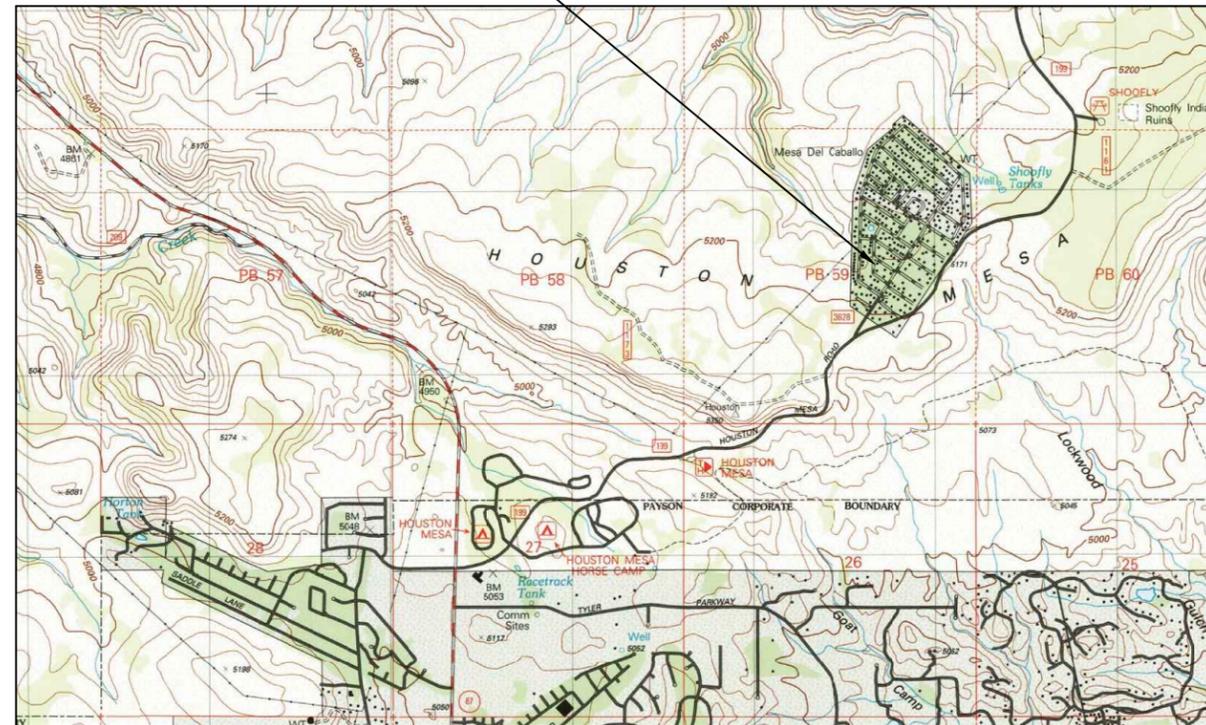
GILA COUNTY BOARD OF SUPERVISORS

CHAIRMAN	MICHAEL A. PASTOR	DISTRICT II
VICE CHAIRMAN	TOMMIE CLINE MARTIN	DISTRICT I
MEMBER	JOHN D. MARCANTI	DISTRICT III

COUNTY MANAGER
DON E. MCDANIEL JR.

PUBLIC WORKS DIVISION DIRECTOR
STEVE SANDERS

PROJECT SITE



VICINITY MAP

SECTION 23, TOWNSHIP 11N, RANGE 10E

N.T.S.

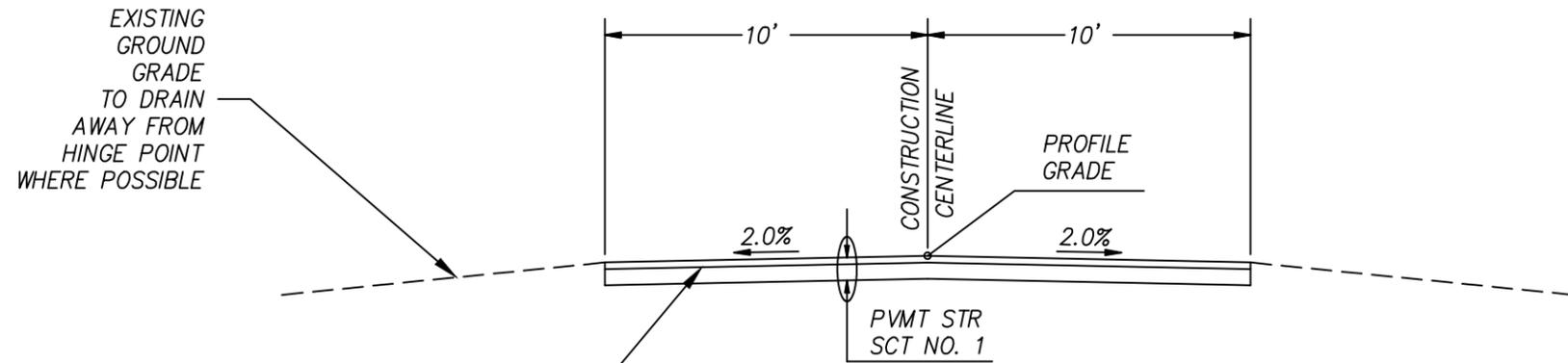
INDEX OF SHEETS

SHEET NO.	SHEET TYPE	DWG NO.
SHEET 1	COVER	C1
SHEET 2	TYPICAL SECT. & DESIGN	T1
SHEET 3	GEOMETRIC SHEET	G1
SHEET 4-6	PLAN SHEETS	P1-P3
SHEET 7-9	PROFILE SHEETS	PR1-PR3
SHEET 10-15	DETAIL SHEETS	D1-D6

GILA COUNTY CONTACT

ATTN: MARK GUERENA, COUNTY ENGINEER
GILA COUNTY PUBLIC WORKS DIVISION
745 NORTH ROSE MOFFORD WAY
GLOBE, ARIZONA 85501
PH: 928-402-8507

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
COVER SHEET		
DRAWN BY: MCG	DATE: 10-22-2015	DWG NO. C1
SCALE: N.T.S.	JOB NO. GC2014-02	



EXISTING GROUND GRADE TO DRAIN AWAY FROM HINGE POINT WHERE POSSIBLE

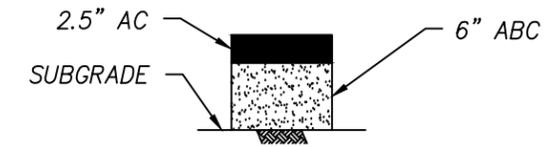
NEW TOP OF AB SURFACE SHOWN
NOTE: EXISTING PAVEMENT SURFACE IS APPROXIMATELY THE SAME GRADE

TYPICAL SECTION

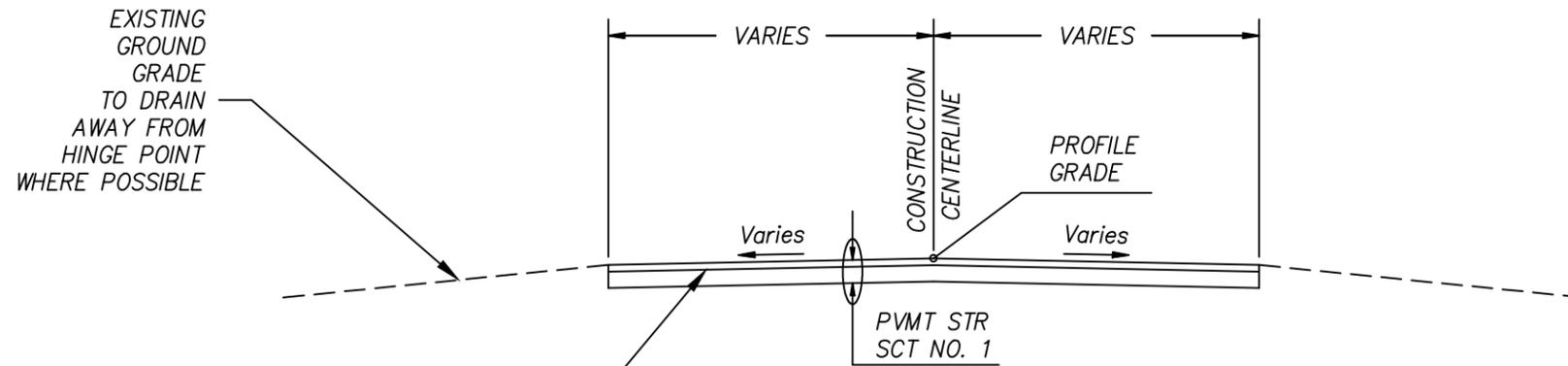
PALOMA VISTA ROAD
STA. 10+80.00 - 15+40.00
STA. 16+50.00 - 18+50.00

SEPIA ROAD
STA. 30+80.00 - 34+00.00

BARRANCA ROAD
STA. 50+80.00 - 55+65.00
STA. 57+05.44 - 58+10.00



PAVEMENT STRUCTURAL SECTION NO. 1



EXISTING GROUND GRADE TO DRAIN AWAY FROM HINGE POINT WHERE POSSIBLE

NEW TOP OF AB SURFACE SHOWN
NOTE: EXISTING PAVEMENT SURFACE IS APPROXIMATELY THE SAME GRADE

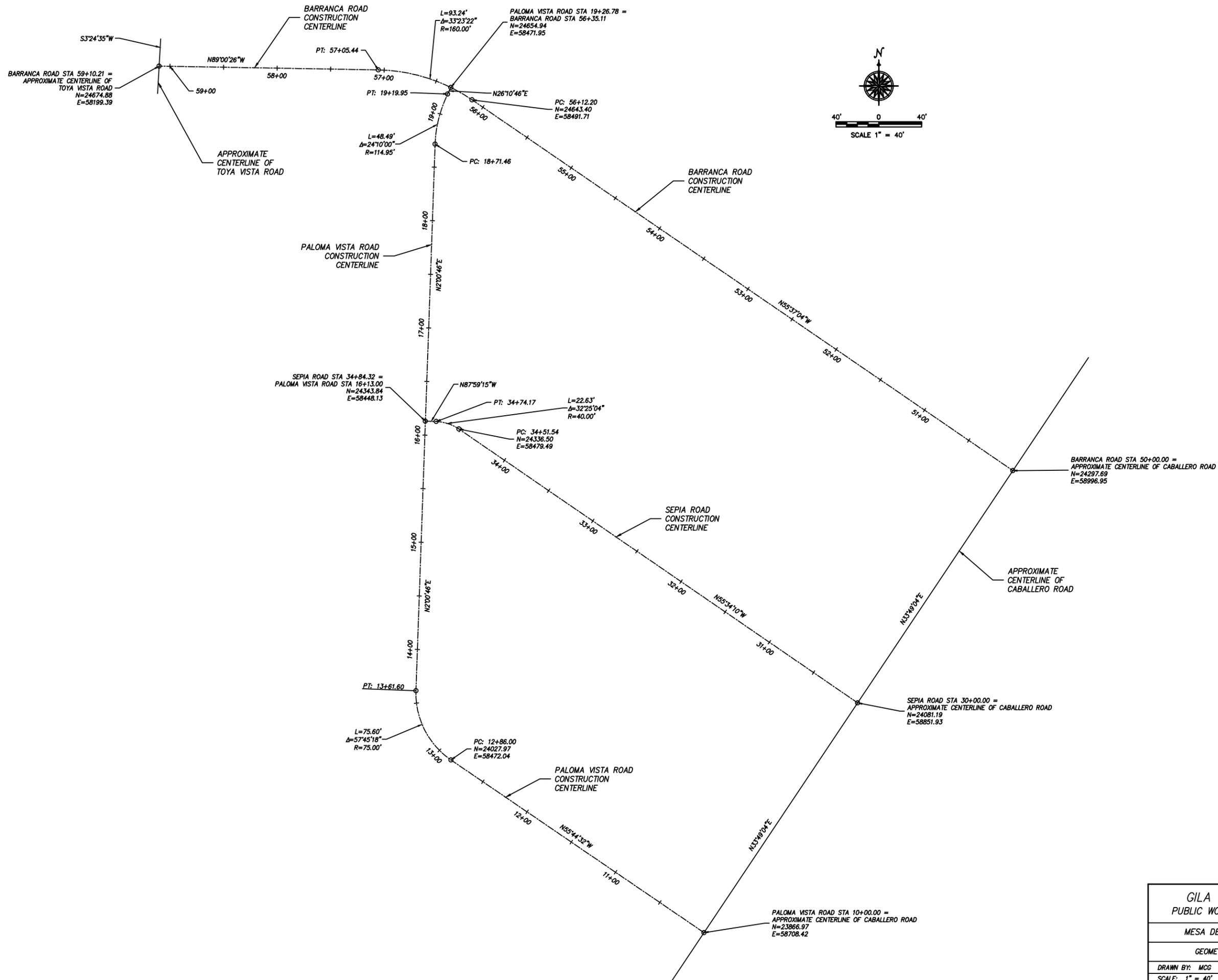
TYPICAL SECTION

PALOMA VISTA ROAD
STA. 10+10.00 - 10+80.00 (SEE DETAIL F, DWG NO. D6)
STA. 15+40.00 - 16+50.00 (SEE DETAIL C, DWG NO. D3)
STA. 18+50.00 - 19+26.78 (SEE DETAIL B, DWG NO. D2)

SEPIA ROAD
STA. 30+10.00 - 30+80.00 (SEE DETAIL E, DWG NO. D5)
STA. 34+00.00 - 34+84.32 (SEE DETAIL C, DWG NO. D3)

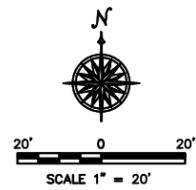
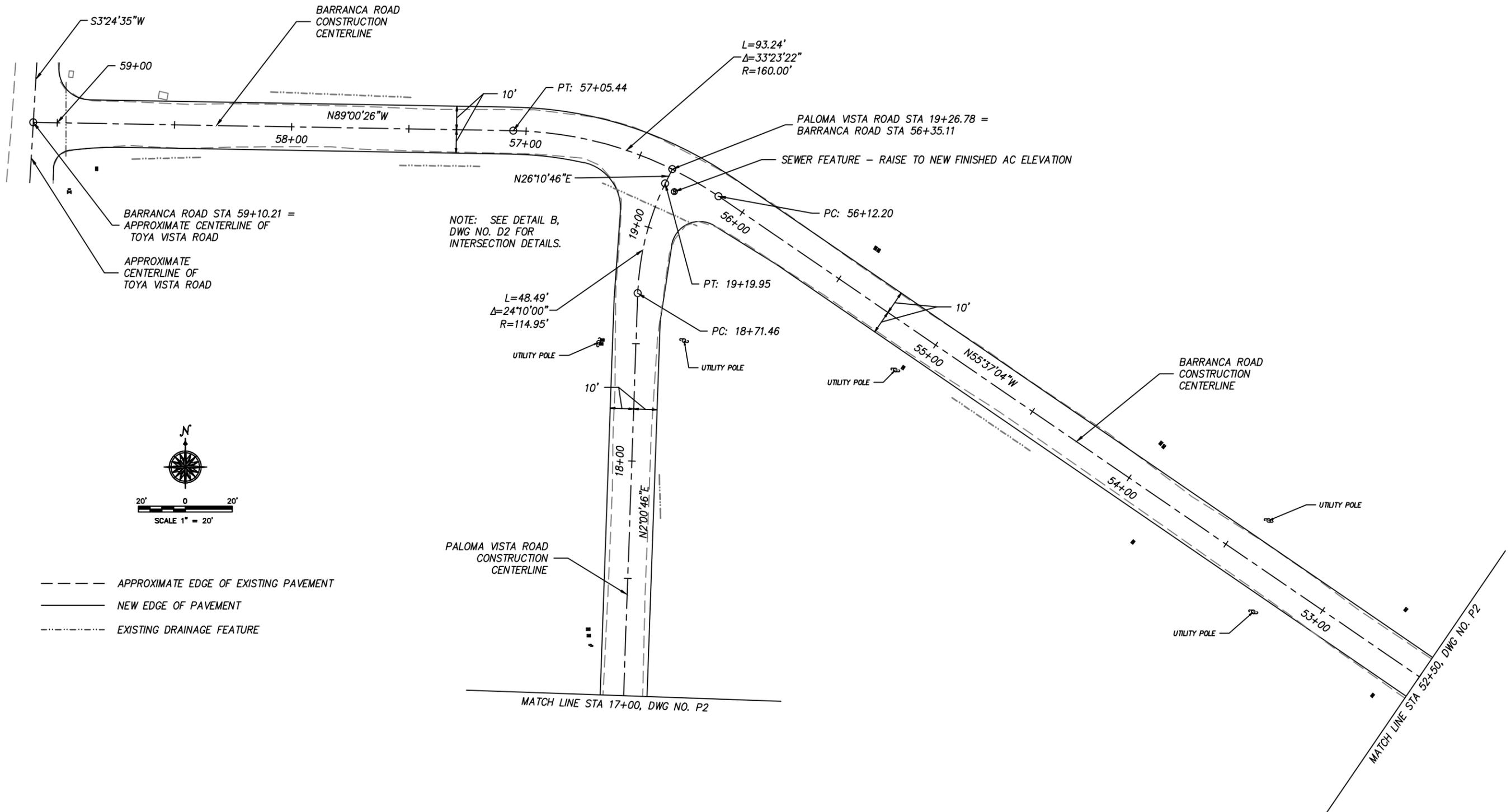
BARRANCA ROAD
STA. 50+10.00 - 50+80.00 (SEE DETAIL D, DWG NO. D4)
STA. 55+65.00 - 57+05.44 (SEE DETAIL B, DWG NO. D2)
STA. 58+10.00 - 59+01.51 (SEE DETAIL A, DWG NO. D1)

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
TYPICAL SECTION/DESIGN SHEET		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. T1
SCALE:	JOB NO. GC2014-02	SHEET 1 OF 1



GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
GEOMETRIC SHEET		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. G1
SCALE: 1" = 40'	JOB NO. GC2014-02	SHEET 1 OF 1

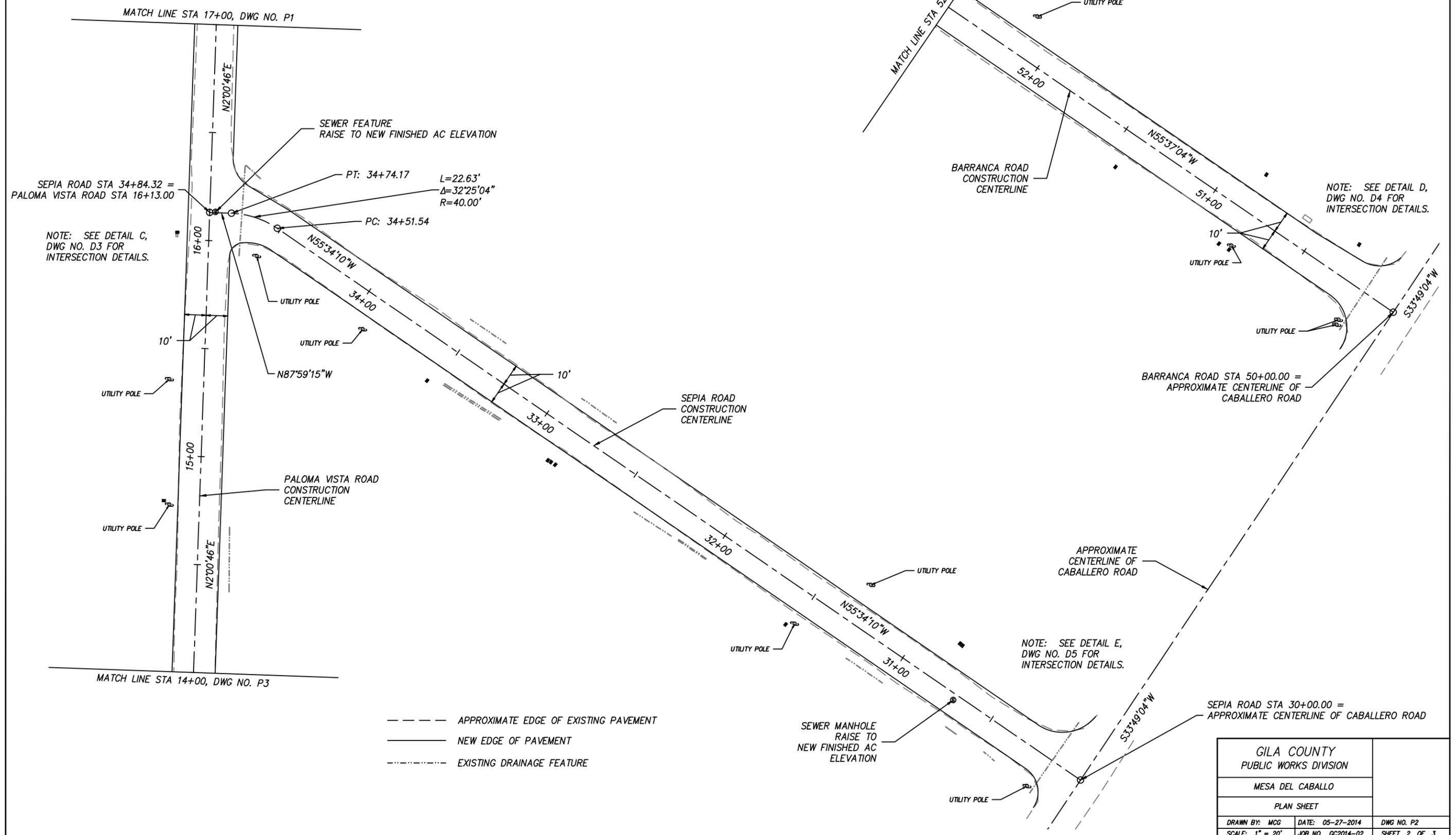
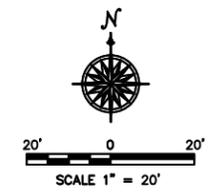
NOTE: SEE DETAIL A,
DWG NO. D1 FOR
INTERSECTION DETAILS.



- APPROXIMATE EDGE OF EXISTING PAVEMENT
- NEW EDGE OF PAVEMENT
- - - - - EXISTING DRAINAGE FEATURE

NOTE: SEE DETAIL B,
DWG NO. D2 FOR
INTERSECTION DETAILS.

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
PLAN SHEET		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. P1
SCALE: 1" = 20'	JOB NO. GC2014-02	SHEET 1 OF 3



SEPIA ROAD STA 34+84.32 =
PALOMA VISTA ROAD STA 16+13.00

NOTE: SEE DETAIL C,
DWG NO. D3 FOR
INTERSECTION DETAILS.

NOTE: SEE DETAIL D,
DWG NO. D4 FOR
INTERSECTION DETAILS.

NOTE: SEE DETAIL E,
DWG NO. D5 FOR
INTERSECTION DETAILS.

- APPROXIMATE EDGE OF EXISTING PAVEMENT
- NEW EDGE OF PAVEMENT
- - - - - EXISTING DRAINAGE FEATURE

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
PLAN SHEET		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. P2
SCALE: 1" = 20'	JOB NO. GC2014-02	SHEET 2 OF 3

MATCH LINE STA 14+00, DWG NO. P2

PT: 13+61.60

N2°00'46"E
L=75.60'
Δ=57°45'18"
R=75.00'

PC: 12+86.00

PALOMA VISTA ROAD
CONSTRUCTION
CENTERLINE

N55°44'32"W

SEE DWG NO. P2
SEPIA ROAD
CONSTRUCTION
CENTERLINE
UTILITY POLE

SEWER MANHOLE
RAISE TO
NEW FINISHED AC
ELEVATION

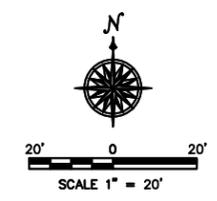
NOTE: SEE DETAIL E,
DWG NO. D5 FOR
INTERSECTION DETAILS.

SEPIA ROAD STA 30+00.00 =
APPROXIMATE CENTERLINE OF CABALLERO ROAD

APPROXIMATE
CENTERLINE OF
CABALLERO ROAD

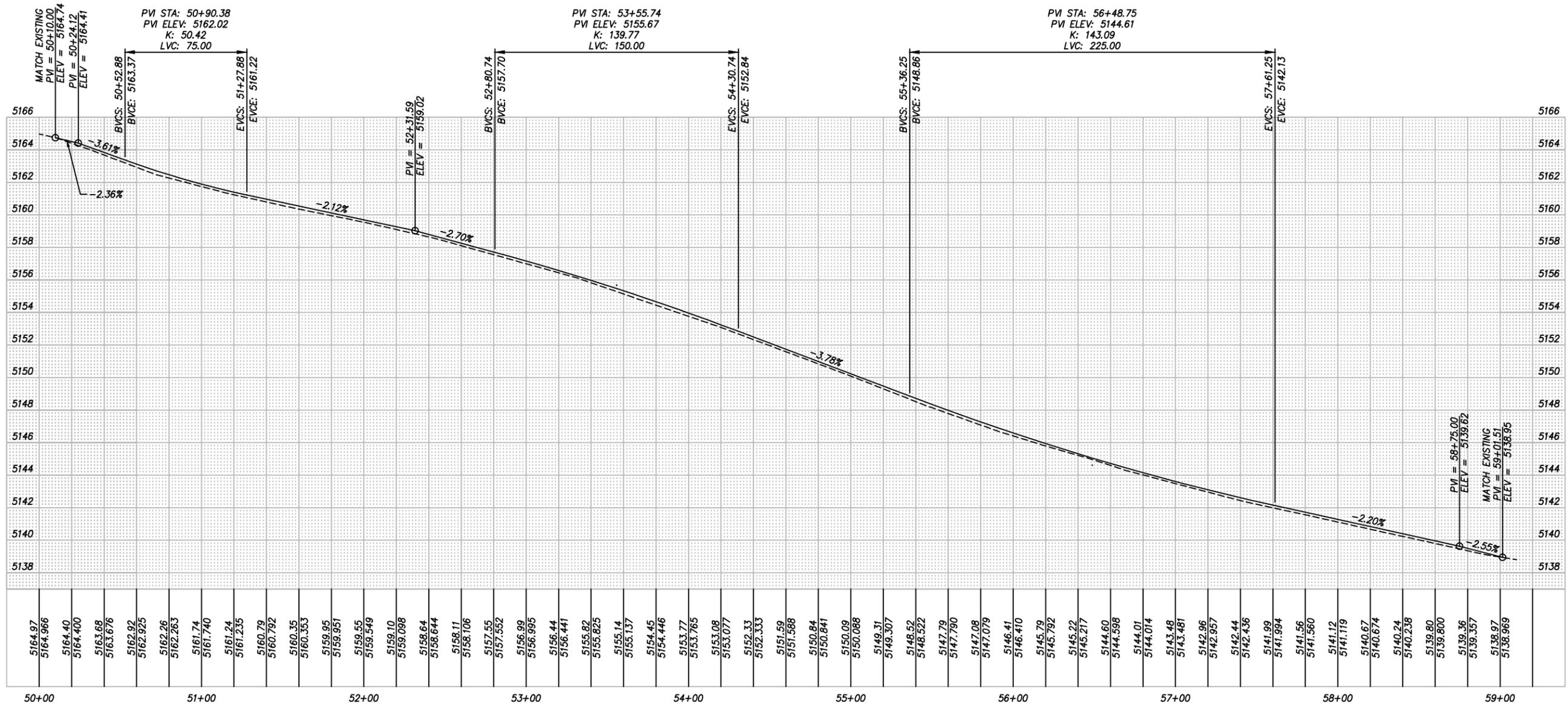
NOTE: SEE DETAIL F,
DWG NO. D6 FOR
INTERSECTION DETAILS.

PALOMA VISTA ROAD STA 10+00.00 =
APPROXIMATE CENTERLINE OF CABALLERO ROAD



- APPROXIMATE EDGE OF EXISTING PAVEMENT
- NEW EDGE OF PAVEMENT
- - - - - EXISTING DRAINAGE FEATURE

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
PLAN SHEET		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. P3
SCALE: 1" = 20'	JOB NO. GC2014-02	SHEET 3 OF 3



Alignment – Barranca PROFILE

----- EXISTING GROUND
 _____ FINISHED GRADE LINE

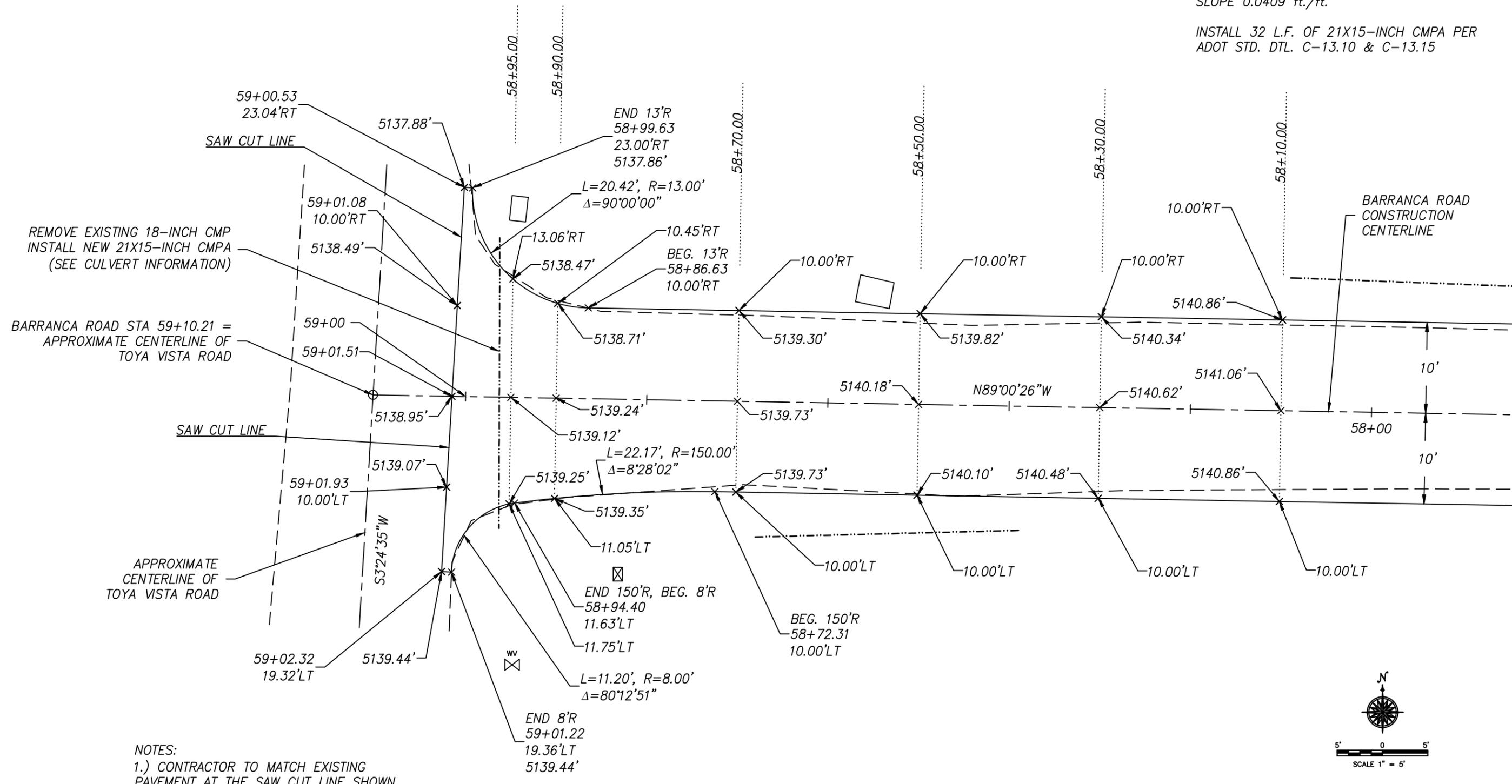
GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
BARRANCA PROFILE		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. PR3
SCALE:	JOB NO. GC2014-02	SHEET 3 OF 3

CULVERT INFORMATION

U/S	D/S
N 24660.198	N 24692.198
E 58213.277	E 58213.377
ELV. 5136.97	ELV. 5135.66

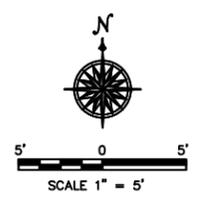
SLOPE 0.0409 ft./ft.

INSTALL 32 L.F. OF 21X15-INCH CMPA PER
ADOT STD. DTL. C-13.10 & C-13.15

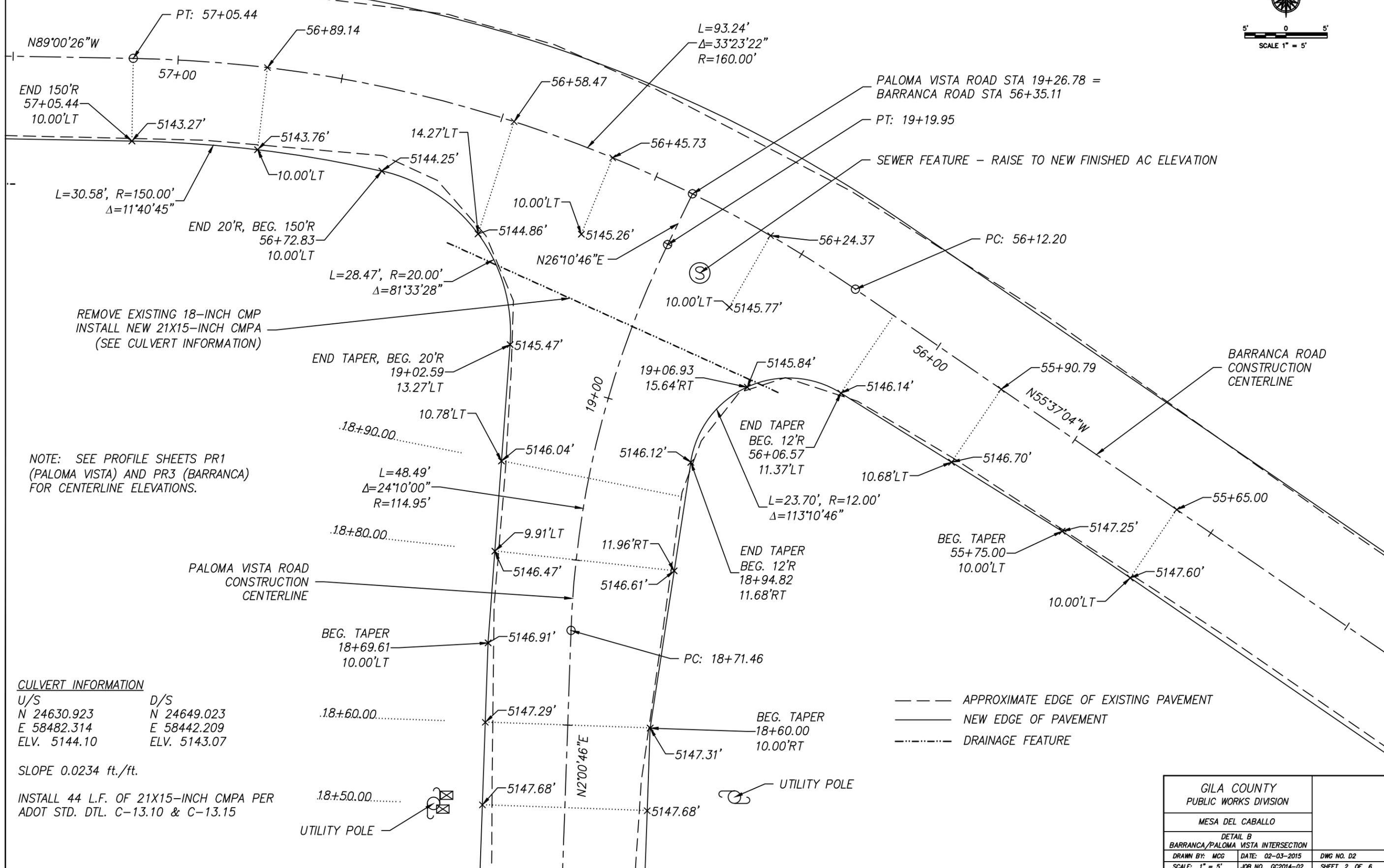
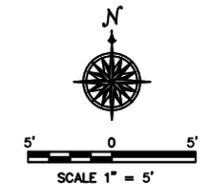


NOTES:
 1.) CONTRACTOR TO MATCH EXISTING PAVEMENT AT THE SAW CUT LINE SHOWN. EXISTING PAVEMENT ELEVATIONS ARE SHOWN AT THIS LOCATION. ALL OTHER ELEVATIONS SHOWN ARE FOR THE FINAL PAVEMENT SURFACE.
 2.) SEE PROFILE SHEET PR3 (BARRANCA) FOR CENTERLINE ELEVATIONS.

--- APPROXIMATE EDGE OF EXISTING PAVEMENT
 ——— NEW EDGE OF PAVEMENT
 - - - - - DRAINAGE FEATURE



GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
DETAIL A BARRANCA/TOYA VISTA INTERSECTION		
DRAWN BY: MCG	DATE: 02-03-2015	DWG NO. D1
SCALE: 1" = 5'	JOB NO. GC2014-02	SHEET 1 OF 6



REMOVE EXISTING 18-INCH CMP
INSTALL NEW 21X15-INCH CMPA
(SEE CULVERT INFORMATION)

NOTE: SEE PROFILE SHEETS PR1
(PALOMA VISTA) AND PR3 (BARRANCA)
FOR CENTERLINE ELEVATIONS.

CULVERT INFORMATION

U/S	D/S
N 24630.923	N 24649.023
E 58482.314	E 58442.209
ELV. 5144.10	ELV. 5143.07

SLOPE 0.0234 ft./ft.

INSTALL 44 L.F. OF 21X15-INCH CMPA PER
ADOT STD. DTL. C-13.10 & C-13.15

- APPROXIMATE EDGE OF EXISTING PAVEMENT
- NEW EDGE OF PAVEMENT
- - - DRAINAGE FEATURE

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
DETAIL B BARRANCA/PALOMA VISTA INTERSECTION		
DRAWN BY: MCG	DATE: 02-03-2015	DWG NO. D2
SCALE: 1" = 5'	JOB NO. GC2014-02	SHEET 2 OF 6

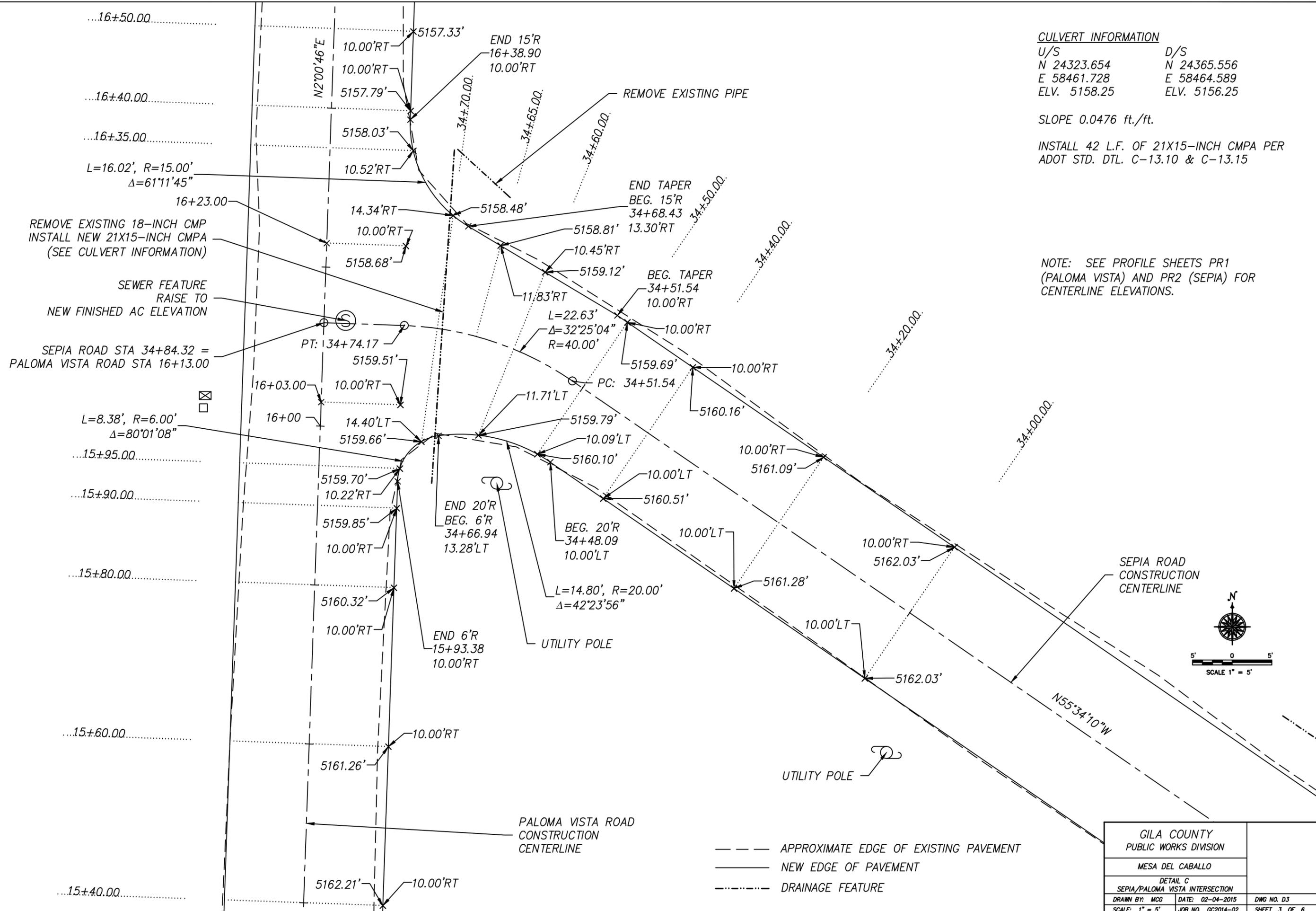
CULVERT INFORMATION

U/S	D/S
N 24323.654	N 24365.556
E 58461.728	E 58464.589
ELV. 5158.25	ELV. 5156.25

SLOPE 0.0476 ft./ft.

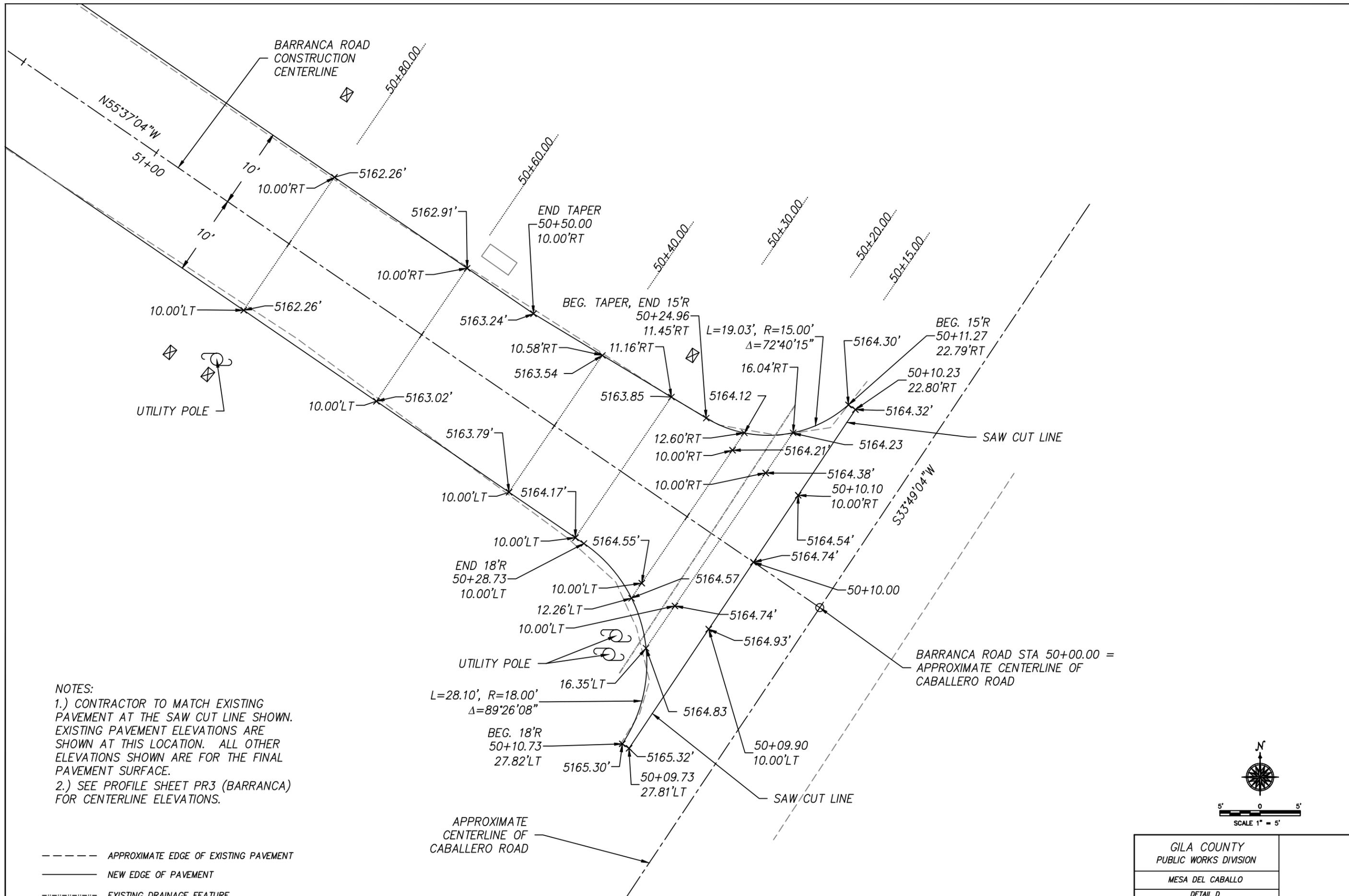
INSTALL 42 L.F. OF 21X15-INCH CMPA PER ADOT STD. DTL. C-13.10 & C-13.15

NOTE: SEE PROFILE SHEETS PR1 (PALOMA VISTA) AND PR2 (SEPIA) FOR CENTERLINE ELEVATIONS.



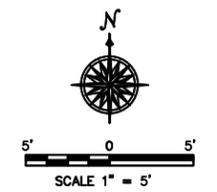
- APPROXIMATE EDGE OF EXISTING PAVEMENT
- NEW EDGE OF PAVEMENT
- - - DRAINAGE FEATURE

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
DETAIL C SEPIA/PALOMA VISTA INTERSECTION		
DRAWN BY: MCG	DATE: 02-04-2015	DWG NO. D3
SCALE: 1" = 5'	JOB NO. GC2014-02	SHEET 3 OF 6

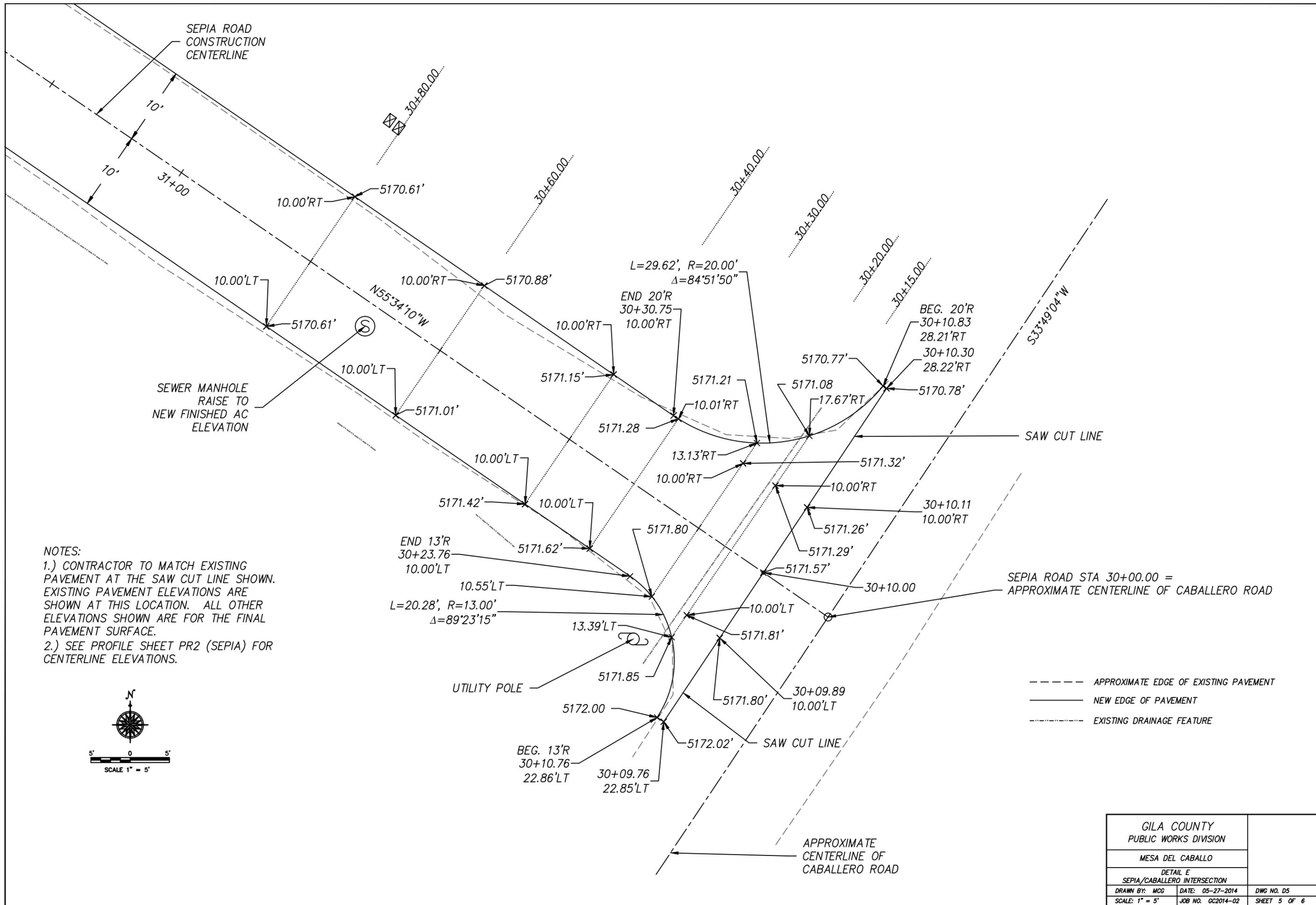


NOTES:
 1.) CONTRACTOR TO MATCH EXISTING PAVEMENT AT THE SAW CUT LINE SHOWN. EXISTING PAVEMENT ELEVATIONS ARE SHOWN AT THIS LOCATION. ALL OTHER ELEVATIONS SHOWN ARE FOR THE FINAL PAVEMENT SURFACE.
 2.) SEE PROFILE SHEET PR3 (BARRANCA) FOR CENTERLINE ELEVATIONS.

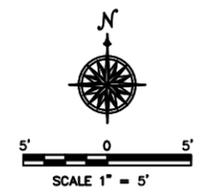
----- APPROXIMATE EDGE OF EXISTING PAVEMENT
 _____ NEW EDGE OF PAVEMENT
 EXISTING DRAINAGE FEATURE



GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
DETAIL D BARRANCA/CABALLERO INTERSECTION		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. D4
SCALE: 1" = 5'	JOB NO. GC2014-02	SHEET 4 OF 6

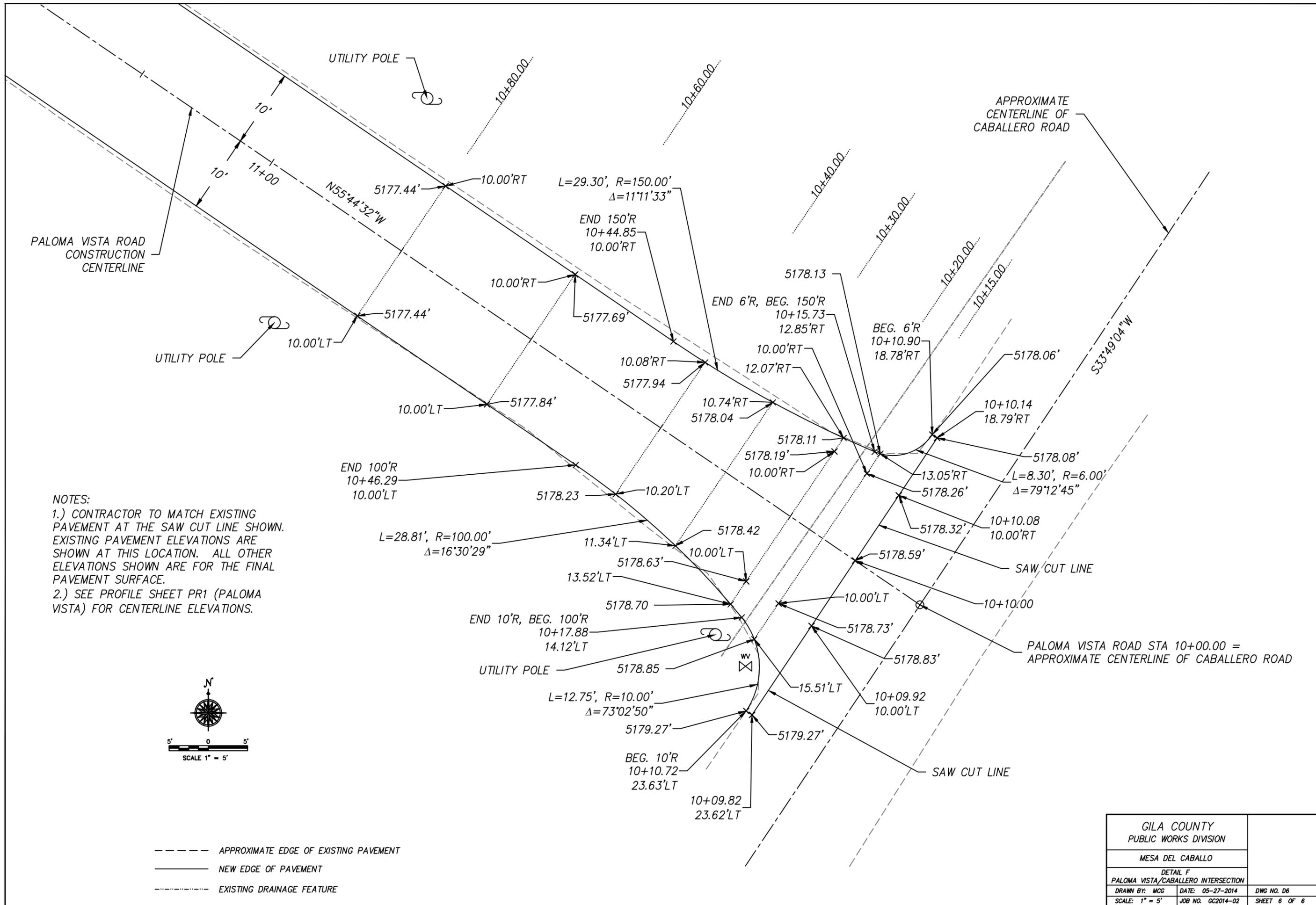


NOTES:
 1.) CONTRACTOR TO MATCH EXISTING PAVEMENT AT THE SAW CUT LINE SHOWN. EXISTING PAVEMENT ELEVATIONS ARE SHOWN AT THIS LOCATION. ALL OTHER ELEVATIONS SHOWN ARE FOR THE FINAL PAVEMENT SURFACE.
 2.) SEE PROFILE SHEET PR2 (SEPIA) FOR CENTERLINE ELEVATIONS.

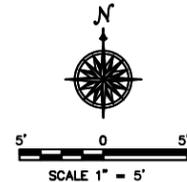


--- APPROXIMATE EDGE OF EXISTING PAVEMENT
 ——— NEW EDGE OF PAVEMENT
 - - - - - EXISTING DRAINAGE FEATURE

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
DETAIL E SEPIA/CABALLERO INTERSECTION		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. D5
SCALE: 1" = 5'	JOB NO. GC2014-02	SHEET 5 OF 6



NOTES:
 1.) CONTRACTOR TO MATCH EXISTING PAVEMENT AT THE SAW CUT LINE SHOWN. EXISTING PAVEMENT ELEVATIONS ARE SHOWN AT THIS LOCATION. ALL OTHER ELEVATIONS SHOWN ARE FOR THE FINAL PAVEMENT SURFACE.
 2.) SEE PROFILE SHEET PR1 (PALOMA VISTA) FOR CENTERLINE ELEVATIONS.



--- APPROXIMATE EDGE OF EXISTING PAVEMENT
 ——— NEW EDGE OF PAVEMENT
 - - - - - EXISTING DRAINAGE FEATURE

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
DETAIL F PALOMA VISTA/CABALLERO INTERSECTION		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. D6
SCALE: 1" = 5'	JOB NO. GC2014-02	SHEET 6 OF 6

ARF-3609

Regular Agenda Item 2. E.

Regular BOS Meeting

Meeting Date: 02/16/2016

Submitted By: Marian

Sheppard, Clerk
of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Sealed Bid for the purchase of parcel no. 206-22-036

Background Information

On November 21, 2014, the Gila County Treasurer deeded parcel no. 206-22-036 to the State of Arizona c/o Board of Supervisors because the previous owner did not pay taxes on the subject property for 7 consecutive years. The property address for this parcel is 182 S Franz Avenue, Miami, Arizona.

This parcel was included in the list of properties to be sold at the Board of Supervisors' August 4, 2015, annual property tax sale/auction; however, it did not sell. After the sale, the property was added to a list of properties that did not sell at previous Board auctions and it was made available for purchase year round.

In 2004, the Town of Miami placed a lien upon this property in the amount of \$831.

Evaluation

An individual expressed an interest in purchasing this property; however, he is requesting to purchase the property for less than the lien amount which is \$3,523.27. Gila County Resolution No. 15-05-05 states, "WHEREAS, the Board of Supervisors may waive the requirement to sell the property for no less than the total lien amount if a condition warrants selling a parcel at a lesser price."

The subject property contains a deteriorated house with broken windows and a lot of debris in the garage and in the yard. It is located in the Town of Miami and it is affecting the values of surrounding properties, plus in recent times it has been further vandalized. The prospective buyer would

like to purchase the property in order to clean it up. He is aware that the Town of Miami also has a lien on the property, and he has stated that if his bid is accepted by the Board of Supervisors, he is willing to pay the lien owed to the Town of Miami.

Conclusion

There are many blighted properties in Gila County. Due to liability issues, Gila County and municipalities, such as the Town of Miami, are unable to clean up the property because it is owned by the State of Arizona. It would be advantageous for the Board of Supervisors to consider a bid that is less than the lien amount so that the prospective buyer could clean up the property. It would be a win-win situation for both the prospective buyer, Gila County and the Town of Miami. The prospective buyer would be able to purchase a house at a nominal cost; the Town of Miami would have one less blighted property, and the County would benefit by having the property once again listed on the tax rolls.

Recommendation

It is recommended that the Board of Supervisors consider the bid for the purchase of tax parcel no. 206-22-036.

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of tax parcel number 206-22-036. **(Don McDaniel)**

Attachments

Treasurer's Deed 206-22-036 and 2014 Pictures

1/27/16 Picture #1

1/27/16 Picture #2

1/27/16 Picture #3

1/27/16 Picture #4

1/27/16 Picture #5



When recorded:
Please hand deliver to : Gila County Treasurer's Office



This space reserved for recording information

**CAPTION HEADING : Correct Legal
Description of Treasurer's Deed**

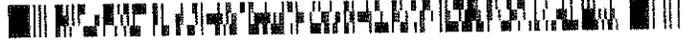
Recording Number #2014-010990

206 22 036 Acct # R009526

DO NOT REMOVE

This is part of the official document.

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.



TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 9th / 16th day of April, 2014 notice according to law was published in the ARIZONA SILVER BELT, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 28th day of July, 2014, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said STATE OF ARIZONA, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 206 22 036 ACCOUNT NUMBER: R009526

DESCRIBED AS : THE SURFACE AND THE GROUND TO A DEPTH OF 40 FEET LYING IMMEDIATELY BENEATH THE SURFACE OF THE FOLLOWING DESCRIBED PROPERTY; Lot 403, and Southeast quarter of Lot 913, Block 124 of Inspiration Addition of the original townsite of Miami, according to the pla

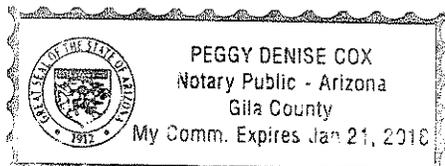
IN WITNESS WHEREOF, I, Debora Savage, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 21st day of November, 2014

Debora Savage

Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this 21st day of November, 2014 by Debora Savage as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.



Peggy Denise Cox

Notary Public
My Commission Expires: 1-21-2018

2015-000277 TD Page: 2 of 3
01/13/2015 11:20:02 AM Receipt #: 15-0243
Rec Fee: \$0 Gila County Treasurers Office
Gila County, Az. Sadie Jo Bingham, Recorder



Corrected Legal Description should read as follows:

Parcel # 20622036 Acct # R009526

THE SURFACE AND THE GROUND TO A DEPTH OF 40 FEET LYING IMMEDIATELY BENEATH THE SURFACE OF THE FOLLOWING DESCRIBED PROPERTY; Lot 403, and Southeast quarter of Lot 913, Block 124 of Inspiration Addition of the original townsite of Miami, according to the plat of record in the office of the County Recorder of Gila County, Arizona, recorded in Map no 28

Gila County Property Report Thursday, December 18, 2014

Account #: R000009465 Parcel #: 206-22-036 Appraisal Year : 2014
 Acct Type : Residential Tax District : 4030 Map # : 22 Parcel Size : 0.09 acres

Owner Name and Address :

Property Location :

PHILPOT JANIS L ESTATE OF
 8958 S SIX SHOOTER CYN SP #34
 GLOBE AZ 85501

182 S FRANZ AVE	No #
MIAMI AZ 85539-0000	MH Space

Business/Complex :

Property Sales History

Sale Date	Doc Date	Book	Page	Type	Amount	Grantor	Grantee
10/4/1985	10/4/1985	656	125	DC	\$0.00	STATE OF ARIZONA	PHILPOT DEWEY H
11/25/1992	11/25/1992	-	624537	JT	\$17,000.00	-	-
11/21/2014	11/21/2014	-	-	TRD	\$0.00	PHILPOT JANIS L ESTATE OF	STATE OF ARIZONA

Legal Description :

INSPIRATION ADD LOT 403; SE4 LOT 913 BLK 124

Building Count :

Bldg ID	Occupancy	Built As	Quality	Sq Ft	Year
1.00	Single Family Residential	Ranch 1 Story	Fair	1083	1920
2.00	Detached Garage	Detached Garage	Fair	352	1920

Valuation:

Value Method:	Cost	Full Cash Value (FCV):	\$17,518.00	Use Code:	0121
		Limited Value (LPV):	\$17,518.00	Property Use:	0121-SFR-010-2 URBAN-SUBDIVID
Assessment Ratio:	10.00 %	Assessed FCV:	\$1,752.00		
		Assessed LPV:	\$1,752.00		

Disclaimer:

The Assessor's Office has compiled information on this website that it uses to identify, classify, and value real and personal property. This website is not updated in 'real time.' The Assessor does not guarantee that any information provided on this website is accurate, complete, or current. The information provided on this site is not equivalent of a title report or a real estate survey. Users should independently research, investigate, and verify all information before relying on it or in the preparation of legal documents. Please contact (928) 402-8714 if you believe any information is incomplete, out of date, or incorrect so that the appropriate correction can be addressed. Please note that a statutory process is available to correct errors pursuant to Arizona Revised Statutes 42-16254

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 4, 2014

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real
property owned by:

Philpot Janis L Est of

and situated in Gila County, Arizona:

PARCEL # 206 22 036 ACCOUNT # R009526

**Legal Description: THE SURFACE AND THE GROUND TO A DEPTH
OF 40 FEET LYING IMMEDIATELY BENEATH THE SURFACE OF THE
FOLLOWING DESCRIBED PROPERTY; Lot 403, and Southeast
quarter of Lot 913, Block 124 of Inspiration Addition of the
original townsite of Miami, according to the pla**

which on **17 th day of February, 2011** was sold to **STATE OF
ARIZONA**

for taxes, interest and penalties and charges amounting to

\$ 3,473.27

as represented in Tax Sale Certificate No. **09-032385**

If redemption according to law be not made before the **28 th day of
July, 2014** .

I will convey said premises unless the property is redeemed before the
stated date a treasurer's deed will be executed and delivered to the
county board of supervisors acting on behalf of this state.

\$ 3,473.27
50.00 Clerk's fee

\$ 3,523.27

Debora Savage
Treasurer of Gila County, Arizona

206-22-036

**THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES**

TREASURER'S OFFICE

Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property
owned by: **Philip James L. Est of**
and situated in **Gila County, Arizona**
PARCEL # 206 22 036 Account # R008526

**Legal Description: THE SURFACE AND THE GROUND TO A DEPTH OF 40
FEET LYING IMMEDIATELY BENEATH THE SURFACE OF THE FOLLOWING
DESCRIBED PROPERTY: Lot 413, and Southeast quarter of Lot 913, Block
124 of Inspiration Addition of the original townsite of Miami, According
to this plat**

which on the **17th** day of **February** **2011**, was sold to

STATE OF ARIZONA

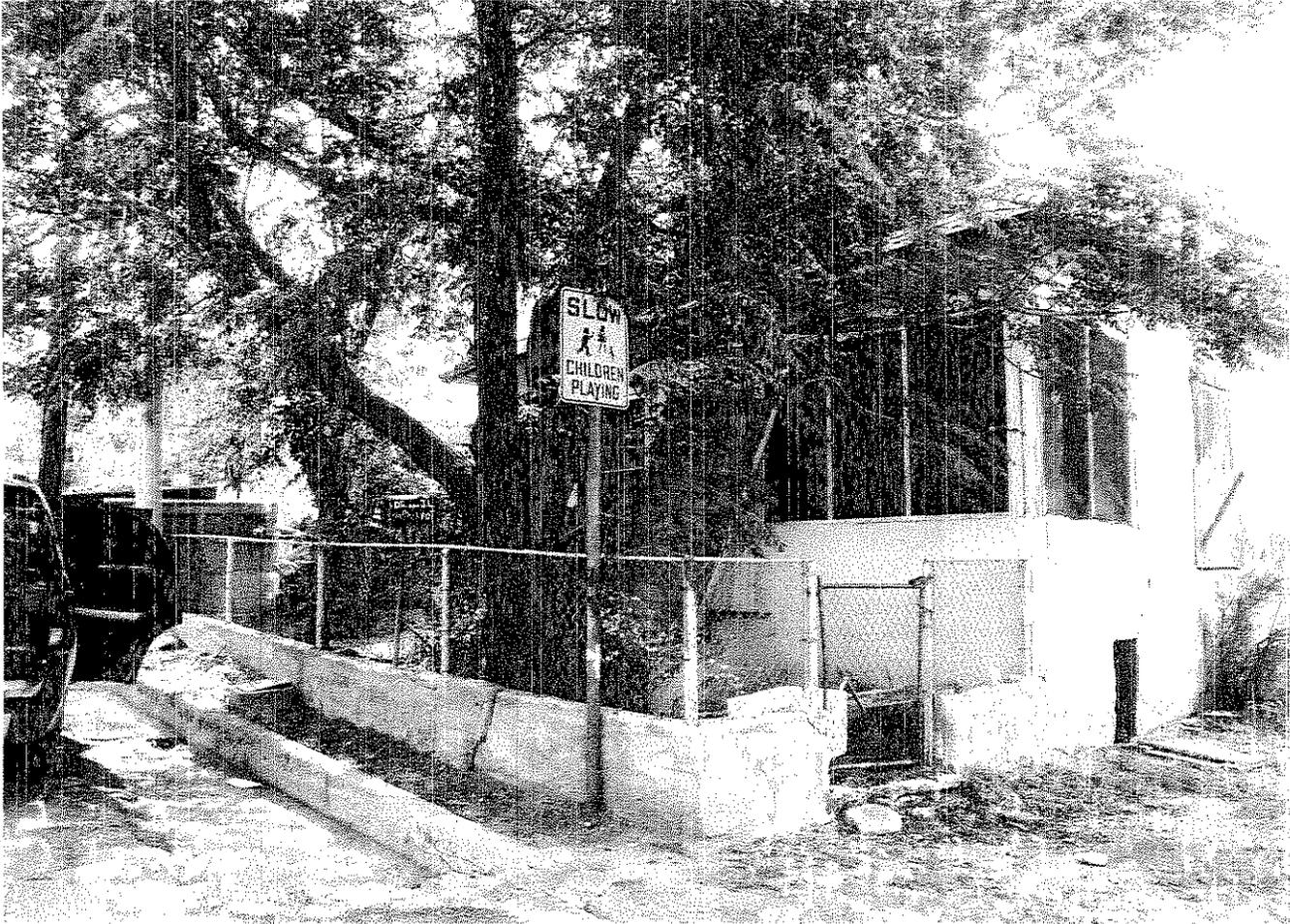
for taxes, interest and penalties and charges amounting to **\$ 3,473.27**
as represented in Tax Sale Certificate No. **09-032385**

If redemption according to law be not made before the **28th** day of
October **2013**,

\$ will convey said premises unless the property is redeemed before the stated
date a Treasurer's Deed will be executed and delivered to the county board of
supervisors acting on behalf of this state.

Deputy Treasurer

Deputy Treasurer, Gila County







1/27/2016



1/27/2016



1/27/2016



1/27/2016



1/27/2016

ARF-3599

Consent Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 02/16/2016

Submitted By: Dr. Linda O'Dell,
School
Superintendent

Department: School Superintendent's Office

Fiscal Year: FY2015-FY2016 Budgeted?: Yes

Contract Dates July 1, Grant?: Yes

Begin & End: 2015-March 31,
2017

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Intergovernmental Agreement Contract No. KR16-0008 for Title I and Other Associated Funds for Juvenile Detention Education Services with the Arizona Supreme Court.

Background Information

The Administrative Office of the Courts (AOC), on behalf of the Superior Courts for all counties and the superintendents of schools for each county, has applied for and received \$1,322,535.73 as a sub-grant from the Arizona Department of Education (ADE) pursuant to PL 107-110, The Elementary and Secondary Education Act of 2001 (ESEA) and other federal programs, including Title I-D, Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent or At-Risk; Title I-A, Teacher and Principal Training and Recruitment Fund; Part B IDEA Basic (Special Education); Special Education Secure Care; and other associated funds. The purpose of the Intergovernmental Agreement (IGA) is to define the responsibilities for the parties in the development of education programs and the use of funds for Gila County in the amount of \$47,692.60, which represents a portion of the funds sub-granted to the AOC and is set forth in the attached Exhibits A-1 and A-2. Involved parties are the Arizona Supreme Court through the Administrative Office of the Courts, the Gila County Board of Supervisors, the Gila County School Superintendent, and the Gila County Superior Court through the Juvenile Court. This IGA becomes effective on the date of the final signature and terminates on March 31, 2017.

Evaluation

Intergovernmental Agreement (IGA) Contract No. KR16-0008 has been reviewed by the Assistant Attorney General of the Office of the Attorney General, pursuant to A.R.S. 11-952, 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 IGA includes thirty-four (34) sections, including Recitals; Purpose; Authority; Term and Renewal; Duties of the AOC, Courts and Superintendent; Fund Accounting, Program Reporting and Expenditures; and

other contractual elements. Recitals reflect that the AOC, on behalf of the Superior Courts for all counties in Arizona and the superintendents of schools for each county, applied for and received \$1,322,535.73 as a sub-grant from the Arizona Department of Education (ADE) for fiscal year 2015-16. The portion of funds allocated to Gila County is \$47,692.60, which includes \$45,141.00 in new funding for FY2015-16 and carryover funds from FY2014-15 in the amount of \$2,551.60. Details of allocated funds are set forth in attached Exhibits A-1 and A-2.

This IGA replaces IGA No. KR13-0132 and any of its amendments.

Conclusion

Approval of Intergovernmental Agreement Contract No. KR16-0008 is required in order for the School Superintendent to submit it to the Arizona Supreme Court, Administrative Office of the Courts for final signatures and subsequent receipt of funds.

Recommendation

The Gila County School Superintendent recommends that the Board of Supervisors approve Intergovernmental Agreement Contract No. KR16-0008 with the Arizona Supreme Court in order to support continued services for the Gila County Juvenile Detention Education Program.

Suggested Motion

Approval of Intergovernmental Agreement Contract No. KR16-0008 (which replaces Contract No. KR13-0132) between the Arizona Supreme Court, Administrative Office of the Courts (AOC), and the Gila County Board of Supervisors through the County School Superintendent for Title I, Special Education, and other associated funds in the amount of ~~\$36,786~~ \$45,141 to support the Gila County Juvenile Detention Education Program effective upon the date of final signature through March 31, 2017.

Attachments

IGA KR16-0008

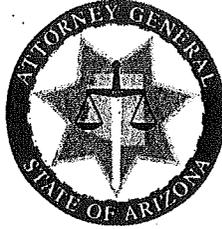
Exhibit A-1 Budget Application

Exhibit A-2 Budget Description

Approval as to Form

Waiver of Conflict of Interest

Waiver of Conflict of Interest



OFFICE OF THE ARIZONA ATTORNEY GENERAL

MARK BRNOVICH
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION
AGENCY COUNSEL SECTION

Gila

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR16-0008 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.

Dated this 22nd day of January, 2016

MARK BRNOVICH
ATTORNEY GENERAL

Erin M. McCarty
Assistant Attorney General

**INTERGOVERNMENTAL AGREEMENT AMONG
THE ARIZONA SUPREME COURT,
THE GILA COUNTY SCHOOL SUPERINTENDENT AND
THE GILA COUNTY SUPERIOR COURT**

This is an Intergovernmental Agreement, hereinafter referred to as "IGA", among the Arizona Supreme Court through the Administrative Office of the Courts, hereinafter referred to as "AOC", the Gila County Board of Supervisors, hereinafter referred to as "Board", the Gila County School Superintendent, hereinafter referred to as "Superintendent", and the Gila County Superior Court through the Juvenile Court, hereinafter referred to as "Court", subject to the following terms and conditions:

1. Recitals

The AOC, on behalf of the Superior Courts for all counties in Arizona and the superintendents of schools for each county, applied for and received \$1,322,535.73 as a sub-grant from the Arizona Department of Education (ADE) pursuant to PL 107-110, The Elementary and Secondary Education Act of 2001 (ESEA), 20 USCA Ch. 70, Subch. I, Improving the Academic Achievement of the Disadvantaged, 20 USCA Ch. 70, Subch. I, § 6301 et. seq. and 34 CFR 76 State Administered Programs, as applicable. The specific sections of 20 USCA Ch. 70, Subch. I include Part D- Prevention and Intervention Programs for Children and Youth Who are Neglected, Delinquent or At-Risk (20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq.). Additional sources of funding include: 20 USCA Ch. 70, Subch. II, Part A (Teacher and Principal Training and Recruiting Fund); Part B Individuals with Disabilities Education Act (IDEA) Basic; P.L. 108-446, 20 USCA Ch. 33, Sections 1400-1409, 1411-1419, 1431-1444, 1450-1455, 1461-1466, 1470-1475 and 1481-1482, Special Education Secure Care Grant, and other associated funds.

2. Purpose

The purpose of the IGA is to define the responsibilities of the parties in the development of education programs and the use of funds in the amount of \$45,141.00 which represents a portion of the funds sub-granted to the AOC and is set forth in the attached Exhibits A-1 and A-2.

3. Authority

The AOC and the Court have the authority to enter into this IGA pursuant to Article VI, section 3, of the Arizona Constitution, A.R.S. §§ 11-952, 8-371 (as applicable), and § 15-913. The Superintendent has the authority to enter into this IGA pursuant to A.R.S. §§ 15-302, 15-308 (as applicable), 15-913, 15-342, (as applicable), and § 11-952. The Board has the authority to enter into this IGA pursuant to § 11-952.

4. Term and Renewal

This IGA shall become effective on the date of final signature, and shall terminate on March 31, 2017.

5. Duties of the AOC

The AOC Shall:

- a. Provide technical assistance regarding Title I and associated other funds, including its purpose, appropriate use of funds, reporting requirements and the development of appropriate Title I and associated fund programs.
- b. Provide Gila County \$45,141.00 to the Superintendent to be spent as outlined in Exhibit A-1 and A-2.
- c. Provide administrative support services for the application, budget and reporting to the Arizona Department of Education for the sub-grant which was obtained on behalf of the parties.
- d. Provide administrative support for the preparation of the application to the Department of Education for Fiscal Year 2016 sub-grants.
- e. Provide training, education and support for detention educators, as well as providing appropriate resources for educational remediation for detention students.
- f. Review contracts with third parties relating to this IGA and school operations, as necessary to carry out obligations as the fiscal pass-through agent and maintain documentation of contracts reviewed.
- g. Make financial distributions based on the state-wide allocation approved by the Arizona Department of Education (ADE) to the Superintendent within 10 business days after all of the following conditions have been met:
 - (1) Receipt of funds from the ADE;
 - (2) A current, original, and executed IGA or Amendment.
- h. In order to properly carry out duties as the Sub Grantee of funds received from the ADE, the AOC shall:
 1. Conduct monitoring reviews to ensure compliance with all funding and program requirements within this IGA.
 2. Document and submit all findings to the County School Superintendent and Presiding Juvenile Court Judge for review and any necessary actions. All parties shall agree on a reasonable timeframe for achieving compliance with the requirements of the IGA.
 3. Have the authority to postpone the next fiscal year's allocations until the party or parties achieve compliance with the requirements of the IGA. It is

incumbent upon all parties to act in good faith to achieve compliance in a timeframe that permits timely disbursement and use of funds.

4. Resolve disputes arising during this process pursuant to Paragraph 34, Disputes.

6. Duties of the Court

The Court shall:

- a. Work in cooperation with the Superintendent and shall agree on the method of delivery of the juvenile detention center education program, pursuant to A.R.S. § 15-913.
- b. Work in cooperation with the Superintendent pursuant to the court's statutory obligation, to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.
- c. Comply with any applicable requirements of The Elementary and Secondary Education Act of 2001 (ESEA) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.
- d. Carry out the duties of the court in a manner that assists and supports the Superintendent's duties as enumerated in section 7 of this IGA.
- e. Work in cooperation with the superintendent to provide a minimum of 225 total instructional days in the juvenile detention center consisting of a minimum of 240 minutes (4 hours) of instructional time pursuant to A.R.S. §15-913(E)(1) . Instructors shall have the proper certification as required by the Arizona Department of Education.
- f. Provide program reports, as requested by the AOC, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation.

7. Duties of the Superintendent

The Superintendent shall:

- a. Work in cooperation with the Court and shall agree on the method of delivery of the juvenile detention center education program, pursuant to A.R.S. § 15-913.
- b. Work in cooperation with the Court pursuant to the Superintendent's statutory obligation, to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch.

- 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.
- c. Comply with any applicable requirements of The Elementary and Secondary Education Act of 2001 (ESEA) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.
 - d. Work with the Court and the AOC in the preparation of the application for ESEA and associated funds for Fiscal Year 2016.
 - e. Ensure the detention education program is aligned to the Arizona College & Career Ready Standards as defined by criteria established by the State Board of Education.
 - f. Ensure all education information and records are maintained in the juvenile's education file at the facility consistent with state and federal law. Education staff shall maintain the confidentiality of these records pursuant to the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. §1232g; A.R.S. § 15-141.
 - g. Ensure all state required achievement tests (i.e. AIMS, AIMS-A) are administered to any student that is being detained on the scheduled date of testing as determined by the Arizona Department of Education.
 - h. Ensure the Child Find process as provided in 34 C.F.R. §300.111 et seq., is implemented for each student that is enrolled in the detention education program. If the assessment process provides an indication of any special needs or if an Individual Education Plan (IEP) currently exists, all state and federal law requirements shall be observed. If a student has a current IEP with information that is not applicable to a detention setting, the IEP shall be amended in accordance with federal law.
 - i. Ensure the content and curriculum aligns with the Arizona College & Career Ready Standards and addresses the juvenile's educational needs as identified in their educational plan.
 - j. Work with the Court to ensure all juveniles' education plans include provisions for transition. Transition planning should be consistent with federal IDEA, ESEA, and any applicable Arizona State Board of Education requirements for transition planning. Examples of transition programming include but are not limited to the Education and Career Action Plan (ECAP), Arizona Career Inventory System (AzCIS) and Merging Two Worlds.
 - k. Spend Title I funds for salaries which reflect at least 12%, but no more than 35%, in benefits.
 - l. Follow requirements of the Uniform System of Financial Records (USFR), described in A.R.S. § 15-271, and published in a manual by the Arizona Department of Education and the Auditor General.

- m. Work in cooperation with the Court to provide a minimum of 225 total instructional days in the juvenile detention center consisting of a minimum of 240 minutes (4 hours) of instructional time pursuant to A.R.S. 15-913(E)(1). Instructors shall have the proper certification as required by the Arizona Department of Education.
- n. Maintain a comprehensive inventory of all capital equipment purchased and file an annual financial report with the AOC using the forms supplied by the AOC, which include the "Capital Outlay" worksheet.
- o. Maintain and provide to the AOC upon request, job descriptions, certification information, annual teacher assessments, salary schedules, and documented performance initiatives, if applicable.
- p. Ensure that the funds are not used to supplant already existing funds that would, in the absence of Title I and all related funds, be available from non-federal sources for the education of these juveniles.
- q. Work with the Court to ensure all juveniles are enrolled in the education program within 48 hours of admission to the facility pursuant to A.R.S. §15-913(E)(1).
- r. Work with the Court to provide services for all students that include:
 - (1) Performing educational assessments given within 24 hours of enrollment that include but are not limited to math, reading and language arts to align with the Arizona College & Career Ready Standards. This information shall be updated at a minimum of every six (6) months.
 - (2) Developing education plans within 48 hours of enrollment that include the results from an education staff and student interview, the results of the academic assessments, and provisions for transition as required by Title I and IDEA Basic federal funding guidelines. This information shall be updated at a minimum of every six (6) months.
 - (3) Requesting educational records from student's home school within 5 school days after enrollment into the detention education program pursuant to A.R.S. §15-828(G). Upon receipt, update education plan accordingly.
 - (4) Coordinating the program with each pupil's school district of residence to assist the pupil's transition back to the school district at the appropriate time pursuant to A.R.S. §15-913, or into public and/or alternative education placements.
 - (5) Supervising and assisting students to ensure they successfully complete assigned work while in the detention facility.

- (6) Awarding transferable credits for work completed while in the detention facility.
- (7) The opportunity for juveniles between sixteen (16) and eighteen (18) years of age to take the General Education Development (GED) test if appropriate as determined by the detention education teacher and pursuant to the rules and regulations of the GED Testing Service and the Arizona Department of Education Arizona Administrative Code R7-2-307 (B)(2)(a) and (b).
- (8) Developing a defined method of alternative education services for those juveniles removed from the classroom due to their status as an immediate or ongoing security risk to self, others or the institution. These services shall be consistent with the student's education plan and developed by a certified teacher. Any removal shall be documented in the individual student's education file.

- s. Retain contracts with third parties relating to this IGA and school operations. Documentation of contracts shall be maintained at the Superintendent's office and will be provided as requested. Adequate documentation will be maintained for audit and monitoring purposes.

8. Fund Accounting

Funds distributed to the Superintendent shall be deposited in a Special Reserve Fund *and each program must be accounted for separately*. Any interest earned on these monies while in the possession of the Superintendent shall accrue to *each separate program account* and must be reverted to the AOC when the Fiscal Closing Report is submitted in accordance with Exhibit A-1 and the terms of this IGA.

9. Program Reporting and Expenditures

- a. Closing Reports.** Submit an annual closing report which includes all required information pursuant to Title I Institution Wide Programs and assurances given pursuant to Title II-A. In addition, a Title Funds Closing Budget form, General Ledgers documenting expenditures of funds associated with this IGA, and carryover justification form shall be included and submitted to the AOC by September 1st of each fiscal year.
- b. Program Reports.** Provide program reports, as requested, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation and shall adhere, in particular, to assurances given pursuant to Title II-A.
- c. Expenditures.** Ensure that funds are spent and programs are developed in accordance with all state and federal funding rules and regulations, as well as the Arizona

Consolidated State Application approved by the USDOE on June 10, 2003.
Expenditures shall also be in accordance with Exhibit A-1 and A-2.

- d. Inappropriate Expenditures.** The superintendent shall expend funds only for the purposes and uses specified in the budgets which were approved by the AOC. The Superintendent agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with this IGA. However, funds may be used to pay county or city administrative costs for legitimate services associated with receipt of these funds to not exceed a combination of 8%, if approved in the budget, attached as Exhibit A-1. All equipment purchased with these funds shall be used solely for purposes identified in this IGA unless written permission is received from the AOC to utilize such equipment for other specified purposes, as appropriate within the guidelines and intent of the funds as defined in this agreement.
- e. Unexpended Funds.** The Superintendent may carry over no more than 15% for Title I funds unexpended as of June 30th of each fiscal year, unless approved by the ADE. Additionally, if the AOC determines that the funds have been misspent or that the Superintendent shall not be approved to receive funds for the next fiscal cycle, or the AOC shall not receive funds from the ADE for the next fiscal cycle, all unexpended funds and interest shall be returned to the AOC within 30 days of written notification. A closing financial statement shall be signed by the Superintendent and Director of Juvenile Court Services. Unexpended funds shall be handled pursuant to federal and state requirements.
- f. Budget Modifications.** The Superintendent shall not shift funds from, to, or within budgeted categories of the approved budgets by more than 10% without prior written authorization from the AOC. All budget modifications shall be in accordance with federal and state budget policies.
- g. Termination of Funding.** In the event that this IGA is terminated prior to March 31, 2017 all unexpended funds in the possession of the Superintendent shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements and progress toward identified goals; and (3) an inventory, including serial numbers, of all equipment purchased with these funds. If termination is due to failure of the Superintendent to comply with the approved plan or the terms of this IGA, the AOC may require return of equipment and supplies purchased with these funds.

10. Books and Records

- a. Financial Records and Examination.** The Superintendent shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of this IGA. All books, records and other documents relevant to this IGA shall be retained by the Superintendent and subcontractors for a period of 5 years after the final payment has been made, or until after the resolution of any audit questions or contract disputes,

whichever is longer. AOC, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. Program Records and Evaluation. The AOC shall monitor and evaluate compliance with this IGA. The Superintendent and Court agree to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. The Superintendent and Court further agree that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

11. Inventory

The Superintendent shall retain ownership of equipment purchased with all federal funds distributed by the AOC and pursuant to this and all previous IGA's. Written inventory and property control policies and procedures in accordance with federal requirements shall be maintained.

12. Transfer of Program Duties

Should the Superintendent and the Court agree that the Court rather than the Superintendent perform these duties a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

13. Property Acquired

In the event of a transfer of program duties, termination, or cancellation of the IGA, all property shall belong to the Superintendent but shall remain at the detention center as long as the property is being used for educational purposes.

14. Use, Loss and Disposition of Equipment

Equipment must be used as required by this IGA for five years, unless written permission is given by the AOC. After this time, the equipment may be transferred upon agreement between the presiding judge and the Superintendent. The Superintendent is responsible for any maintenance, loss or damage to the equipment. Equipment which is no longer needed or usable shall be surplus as required by local surplus property procedures and may be utilized as long as the procedures are consistent with federal and state requirements.

15. Confidentiality

- a. There shall be no disclosure of personally identifiable information from any student's education records except in compliance with A.R.S. § 15-141, the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act, the Individuals with Disabilities Education Act (IDEA) and regulations adopted there under, and applicable school board policies.
- b. The parties shall establish and maintain procedures and controls that are acceptable to the AOC for the purpose of assuring that no information contained in court records or obtained for the Court shall be disclosed by anyone except as is necessary in the performance of the duties as described herein. No information pertaining to juveniles shall be divulged, other than as required in the performance of the duties as described herein.
- c. The provision and use of all information covered by the terms of this Agreement shall be in strict compliance with federal and state statutes, court rules and regulations concerning confidentiality, in particular, Rule 19, Rules of Procedure Juvenile Court, and Rule 123, Rules of the Supreme Court. The parties shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under the IGA shall be used or disclosed by it, its agents, officers, or employees, except as is necessary in the performance of duties under this IGA. Persons requesting such information shall be referred to the Court. The parties also agree that any information pertaining to probationers or juveniles shall not be divulged, other than to employees of the Superintendent as required in the performance of duties under the IGA, except upon the prior, written consent of the Court.

16. Modification

Any modification to this IGA must be done in writing and executed by all parties, including transfer of funds to another county.

17. Termination

This IGA may be terminated by any party upon 30 days written notice to all parties by certified mail due to:

- a. lack of funding;
- b. statutory changes in the program;
- c. failure of any party to comply with this IGA;
- d. other circumstances necessitating such action.

18. Indemnity

Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this IGA.

19. Rights and Duties of Party Only

The provisions of this IGA govern the duties and responsibilities of the parties to the IGA and are not intended to confer any right, entitlement, privilege or benefit on any third party.

20. Entire IGA

This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made only in writing and signed by the parties to this IGA.

21. Incorporation by Reference and Invalidity of Part of the IGA

The parties agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect. This IGA shall be deemed to have incorporated by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order and shall be construed accordingly.

22. Compliance with Non-Discrimination Laws

All parties shall comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended by the Age Discrimination in Employment Act, and State Executive Order No. 2009-9 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities. The parties shall also comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of qualified persons because of physical or mental disability, and the Americans with Disabilities Act.

23. Conflict of Interest

The parties acknowledge that this IGA is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part thereof.

24. Legal Authority

By entering into this Agreement, the parties are not relieved of any obligation or responsibility imposed upon them by law.

25. Worker's Compensation

Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

26. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the employees of one Party to another Party. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold social Security and income taxes for itself or any of its employees.

27. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

28. Availability of Funds

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

29. Compliance with the Arizona Legal Workers Act, A.R.S. § 41-4401

a. Each party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."). If this compliance requirement disqualifies any of the parties' key personnel or individuals working at the direction of any of the parties and no acceptable alternative is provided the Court may terminate this contract.

b. A breach of a warranty regarding compliance under subparagraph A shall be deemed a

material breach of the contract that is subject to penalties up to and including termination of the contract.

- c. The Court retains the legal right to audit and inspect the papers of any of the parties' employees or subcontractor's employees who work on the contract to ensure that the parties' personnel and any person working at the direction of any party is complying with the warranty under subparagraph A.

30. Audits

Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request of either party, the other party shall produce the original of any or all such records at the offices of the requesting party.

31. Change in Duties

Should the Court and Superintendent agree that the Court rather than the Superintendent perform these duties; a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

32. Arbitration

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

33. Disputes

Should any dispute arise concerning this IGA among the AOC, the County School Superintendent, and the County Superior Court through the Juvenile Court, the parties shall first meet and confer to resolve the issues. As stated in Section 5(h)(3) it is incumbent upon all parties to act in good faith to achieve compliance in a timeframe that permits timely disbursement and use of funds. Should the effort to meet and confer not resolve the issues, the parties shall follow the dispute resolution procedures established in the Supreme Court Administrative Office of the Courts, Policies and Procedures Manual No. 7.04 (C) and (D). If, after exhausting the administrative remedies set forth in those provisions, the dispute is subject to the mandatory arbitration provisions of A.R.S. §12-133, the AOC and the parties shall submit the matter to arbitration in compliance with A.R.S. §12-1518.

34. Notice

All notices, requests for payment, or other correspondence between the parties regarding this IGA shall be mailed or delivered personally to the respective parties to the following addresses:

AOC:

Teasie Colla
Arizona Supreme Court
Juvenile Justice Services Division
1501 West Washington, Suite 337
Phoenix, AZ 85007

COURT:

Mr. Kendall Rhyne
Director of Juvenile Court Services
Gila County Juvenile Court
Globe, Arizona

SUPERINTENDENT:

Dr. Linda O'Dell
Gila County Superintendent of Schools
Globe, Arizona

SIGNATURE PAGE FOLLOWS

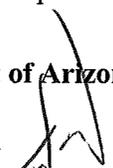
IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement on the date written below.

AOC:

By: David K. Byers
Administrative Director
Arizona Supreme Court

Date

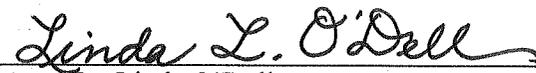
Superior Court of Arizona in and for Gila County:

By:  Honorable Timothy Wright
Presiding Juvenile Court Judge

Date

1/27/16

Superintendent:

By:  Dr. Linda O'Dell

Date

1-27-2016

Board of Supervisors:

By: Chairman

Date:

Superintendent's Counsel:

By: _____

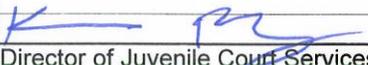
Date:

Board of Supervisors Counsel:

By: _____

Date:

Exhibit A-1
FY16 Budget Application

Public Educational Agency (PEA) Arizona Supreme Court		Gila	Name Richard Vierling		Phone 928.402.8781	
		Title I-D	Title II-A	Part B IDEA Basic	IDEA Secure Care	Line Item Totals
Current FY16 Allocation		\$16,279.00	\$3,500.00	\$22,396.00	\$2,966.00	\$45,141.00
Carryover from FY15 (+)		\$0.00	\$1,283.65	\$225.52	\$1,042.43	\$2,551.60
Additonal Funds						
*Total Program Budget Allocation FY16 (=)		\$16,279.00	\$4,783.65	\$22,621.52	\$4,008.43	\$47,692.60
Function Code	Object Code	Title I-D	Title II-A	Part B IDEA Basic	IDEA Secure Care	Line Item Totals
Instruction 1000						
Salaries	6100	\$2,000.00		\$18,500.00		\$20,500.00
Employee Benefits	6200	\$162.40		\$3,256.00		\$3,418.40
Purchased Professional Services	6300					\$0.00
Purchased Property Services	6400					\$0.00
Other Purchased Services	6500					\$0.00
Supplies	6600				\$4,008.43	\$4,008.43
Other Expenses	6800					
Support Services 2100, 2200, 2600-2900						
Salaries	6100	\$9,386.00	\$2,000.00			\$11,386.00
Employee Benefits	6200	\$4,730.60	\$533.65			\$5,264.25
Purchased Professional Services	6300		\$1,000.00	\$865.52		\$1,865.52
Purchased Property Services	6400					\$0.00
Other Purchased Services	6500		\$1,250.00			\$1,250.00
Supplies	6600					\$0.00
Other Expenses	6800					\$0.00
Support Services - Admin 2300, 2400, 2500						
Salaries	6100					\$0.00
Employee Benefits	6200					\$0.00
Purchased Professional Services	6300					
Purchased Property Services	6400					
Other Purchased Services	6500					\$0.00
Supplies	6600					
Other Expenses	6800					
Capital Outlay	6700 et al.					\$0.00
PROPOSED BUDGET EXPENDITURE TOTAL FY16		16,279.00	4,783.65	22,621.52	4,008.43	\$47,692.60
 Director of Juvenile Court Services		1-27-14 Date		 County School Superintendent	1-26-16 Date	

P. L. 107-110 NO CHILD LEFT BEHIND ACT OF 2001 (NCLB)
Budget Description Page FY2016, Exhibit A – 2

When listing staff salaries calculate and include full-time equivalencies (FTEs)
 For ALL costs, give specific program descriptions and rationale

Please print your name and date here once you have completed the form: Richard Vierling,
January 25, 2016.

Budget Description		
Function and Object Code	Itemized Project Costs	Budgeted Amount
Instruction 1000		
Salaries 6100 Title I-D and Part B IDEA Basic only	Title ID: .25 FTE Instructional Aide: 2 hours daily=\$2,000 IDEA Basic: a.) .125 FTE Special Education Teacher b.) Substitutes for teacher to attend professional development activities c.) .25 FTE Instructional SPED Aide. d.) .125 FTE evening Merging 2 Worlds teacher=\$18,500	\$20,500
Employee Benefits 6200 Title I-D and Part B IDEA Basic only	Title ID: ERE for .25 FTE Instructional Aide=\$162.40 IDEA Basic: ERE for a.) .125 FTE Special Education Teacher b.) Substitutes for teacher to attend professional development activities c.) .25 FTE Instructional SPED Aide. d.) .125 FTE evening Merging 2 Worlds Teacher=\$3,256	\$3,418.40
Purchased Professional Services 6300 Title I-D only		
Purchased Property Services 6400 Title I-D only		
Other Purchased Services 6500 IDEA Secure Care only	IDEA Secure Care: Classroom supplies, instructional software, and student materials=\$4,008.43	\$4,008.43
Supplies 6600 Title I-D, Part B IDEA Basic, and IDEA Secure Care only		
Support Services 2100		
Salaries 6100 Title I-D, II-A, and Part B IDEA Basic only	Title ID: .33 FTE Support Services=\$9,386 Title IID: .10 FTE Support Services=\$2,000	\$11,386
Employee Benefits 6200 Title I-D, II-A, and Part B IDEA Basic only	Title ID: ERE for .33 FTE Support Services=\$4,730.60 Title IID: ERE for .10 FTE Support Services=\$533.65	\$5,264.25
Purchased Professional Services 6300 Title I-D, II-A, and Part B IDEA Basic only	IDEA Basic: Fees for professional development, connectivity services for computer lab, counseling/transition and other Special Education services=\$865.52.	\$1,865.52

	Title IID: ASCD Membership fees, fee for Advanced Education for Accreditation, other consultant and PD fees=\$1,000.	
Other Purchased Services 6500 Title I-D, II-A, and Part B IDEA Basic only	Title IID: Travel expenses in support of professional development for teacher and Support Services=\$1,250	\$1,250
Supplies 6600 Title II-A and Part B IDEA Basic Only		
Other Expenses 6800 Title I-D and Part B IDEA Basic Only		
Support Services 2300		
Salaries 6100 Title I-D and Title II-A only		
Employee Benefits 6200 Title I-D and Title II-A only		
Other Purchased Services 6500 Title II-A only		
Capital Outlay 6700 et. al. Title I-D, Part B IDEA Basic and IDEA Secure Care only		

Total= \$47,692.60



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

WAIVER OF POSSIBLE CONFLICT OF INTEREST

The Arizona Rules of Professional Conduct, Ethics Rule 1.7 provides in part:

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

....

(2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if each affected client gives informed consent, confirmed in writing, and:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law; and

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

The Gila County Attorney, Bradley D. Beauchamp represents the Gila County Board of Supervisors and, pursuant to A.R.S. § 11-532(A)(7), provides legal advice to the Gila County Superintendent of Schools (hereinafter Superintendent) on matters related to the duties of the Superintendent's Office.

There is before the Gila County Board of Supervisors a proposed intergovernmental agreement (IGA) between the Arizona Supreme Court, the Gila County Board of Supervisors, the Gila County School Superintendent, and the Gila County Superior Court. This IGA defines the responsibilities of the parties in the development of educational programs for juvenile detention education services.

It is possible that the representation by the Gila County Attorney's Office of both the Gila County Board of Supervisors and the Gila County School Superintendent with

regard to the approval of this IGA could be viewed as a conflict of interest (i.e. that the representation of one client will be materially limited by the responsibilities to the other.)

Notwithstanding, the Gila County Attorney has determined that:

1. Representation of the Superintendent will not be materially limited by the Gila County Attorney's responsibilities to the Gila County Board of Supervisors and the Gila County Attorney's Office is able to provide competent and diligent representation to each affected client;
2. Representation of each affected client is not prohibited by law; and
3. Representation of each affected client does not involve the assertion of a claim by one client against another client represented by the County Attorney in the same litigation or other proceeding before a tribunal.

Considering the above information, the Gila County Board of Supervisors waives any potential conflict arising from the dual representation described above in this waiver and gives its written informed consent to such dual representation.

Date

Michael Pastor
Chairman of the Gila County Board of
Supervisors

WAIVER OF POSSIBLE CONFLICT OF INTEREST

The Arizona Rules of Professional Conduct, Ethics Rule 1.7 provides in part:

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

....

(2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if each affected client gives informed consent, confirmed in writing, and:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law; and

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

The Gila County Attorney, Bradley D. Beauchamp, represents the Gila County Board of Supervisors (Board) and, pursuant to A.R.S. § 11-532(A)(7), provides legal advice to the Gila County Superintendent of Schools (Superintendent) on matters related to the duties of the Superintendent's Office.

There is before the Board a proposed intergovernmental agreement (IGA) between the Arizona Supreme Court, the Board, the Superintendent, and the Gila County Superior Court. This IGA defines the responsibilities of the parties in the development of educational programs for juvenile detention education services.

It is possible that the representation by the county attorney of both the Board and the Superintendent with regard to the approval of this IGA could be viewed as a conflict

of interest (i.e. that the representation of one client may appear to be materially limited by the responsibilities to the other.)

Notwithstanding, the county attorney has determined that:

1. Representation of the Superintendent will not be materially limited by the county attorney's responsibilities to the Board and the county attorney is able to provide competent and diligent representation to each affected client;
2. Representation of each affected client is not prohibited by law; and
3. Representation of each affected client does not involve the assertion of a claim by one client against another client represented by the county attorney in the same litigation or other proceeding before a tribunal.

Considering the above information, the Superintendent waives any potential conflict arising from the dual representation described above in this waiver and gives written informed consent to such dual representation.

Date

Linda O'Dell
Gila County School Superintendent

ARF-3594

Consent Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 02/16/2016

Submitted For: Steve Sanders, Director

Submitted By: Kelly Jones, Administrative Clerk Specialist

Department: Public Works Division: Fairground Facilities

Information

Request/Subject

Request for Waiver of Fees by the Southern Gila County Reserve Posse (The Posse) for the use of the Gila County Fairgrounds Exhibit Hall on February 13, 2016, for the annual Sweetheart Dance.

Background Information

The Southern Gila County Reserve Posse is a group of volunteers in the community that support the citizens of Gila County in many ways. They assist the Gila County Sheriff's Office with providing security at numerous events and assist Search and Rescue as needed.

The Posse has requested to use the Fairgrounds Exhibit Hall from February 12-14, 2016, in order to decorate before they host the annual Sweetheart Dance on Saturday, February 13, 2016, from 5:00 pm to 11:00 pm. The clean-up occurred on February 14, 2016.

Evaluation

The Gila County Fairgrounds Exhibit Hall is the most viable location for the Sweetheart Dance fundraiser.

There is no conflict with the date, the Event Insurance Certificate has been received.

This request was submitted in late January; however, it was too late to be placed on the Board of Supervisors' February 2nd meeting agenda, and the next scheduled regular meeting of the Board was not until this date, February 16th.

Conclusion

The annual event helps gather funds to assist in buying much needed equipment for the volunteer Posse. The Posse provides support to the Gila County Sheriff's Office and Search and Rescue aiding in providing security for events and locating missing or lost persons. Their contributions to the community are invaluable.

Recommendation

It is recommended by staff that if the Southern Gila County Reserve Posse meets all requirements set by the County for such events, that the fees for using the Exhibit Hall be waived.

Suggested Motion

Approval of a fee-waiver request submitted by the Southern Gila County Reserve Posse for use of the Fairgrounds Exhibit Hall for the 2016 Sweetheart Dance that was held on February 13, 2016.

Attachments

Posse Waiver Letter

Posse Fee Waiver App

Posse FG Use Application

Posse Certificate of Insurance

Exhibit Hall Layout

Posse Sweetheart Dance Poster

#3594

Johnny Sanchez – Chief Deputy
Sarah White – Chief Administrative Officer
Travis Baxley – Task Force Commander
Mike Johnson – Undersheriff
Tim Scott – Lt. Northern District



Justin Solberg – Major
William Carlson – Lieutenant
Sandra Estrada – Lieutenant
Christine Duarte - Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

January 27, 2016

Gila County Public Works & Land Management
745 N. Rose Mofford Way
Globe, AZ 85501

To Gila County Board of Supervisors:

The Southern Gila County Reserve Posse will be hosting the annual Sweetheart Dance on Saturday, February 13th, 2016. The event will be held from 5:00p.m.-11:00p.m. The annual dance proceeds assist to buy much needed equipment for the volunteer Reserve Posse. The Southern Gila County Reserve Posse is a group that is formed by volunteers in the community, and this event helps to gather funds to continue the Posse's mission in supporting the citizens of Gila County. We are asking that the County waive the rental fees for use of the Gila County Fairgrounds. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Johnny Holmes" followed by the number "413".

Johnny Holmes
Detective/Posse Liaison
Gila County Sheriff's Office

APPLICATION FOR WAIVER OF GILA COUNTY FAIRGROUNDS USE FEES:

Applicant's name: Gila County Sheriff's Office

Date(s) of proposed event: February 13, 2016

Is applicant an organization? yes

If "Yes", Name of Contact Person for organization: Guy Peterson

Contact Information (address/phone): 7409 E Grand View Dr., Globe, AZ 85501 928-812-3742

Does the organization have tax exempt status under 26 U.S.C. § 501(c)(3)? No other Non-Profit

If "Yes", then attach a copy of verification of 501(c)(3) status.

What are the general public purposes promoted by the organization? Provide volunteer personnel to assist the

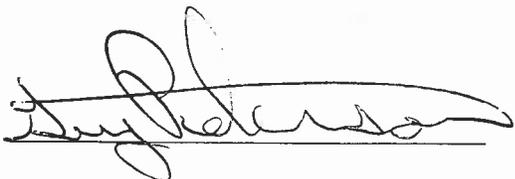
Gila County Sheriff's Office with Security for public & private events as well as search & rescue activities and various other assistance to the Sheriff's Office and Department of Public Safety and Sponsor "Fishing with an Attitude" children's event at no charge to attendees as well as other events.

What specific activities are proposed at the event? Dinner & Dancing & Raffle of Donated items

What are the specific public purposes sought to be promoted by the event? Raise money through event ticket sales for purchase of safety equipment used by Volunteer Posse Members during security and rescue activities.

What is the estimated monetary value of the public service to be generated by the event? Raise approximately \$1,000 net proceeds to be used for purchase of equipment necessary for Posse Members to perform Volunteer Security and Search & Rescue activities on behalf of the citizens of Gila County.

Does the organization plan to sell or serve alcoholic beverages at the event? Yes, through Gila County Rodeo Inc.



Signature of Applicant or Contact Person

2-8-16

Date

Joseph

812-2142



Welcome to the Gila County Fairgrounds Use Application, Policy and Rental Agreement

For your convenience, this document is in PDF format (free Adobe Reader or equivalent is needed to fill out application on line). Please print application, sign, and mail or hand-deliver original to:

Gila County Public Works
Facilities Management
745 N Rose Mofford Way
Globe, AZ 85501
928-402-4368
GCFair@gilacountyaz.gov

If you have questions regarding the application you may e-mail or call the phone number and email address listed above.

APPLICATION AND AGREEMENT TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Applicant or Organization:		Gila County Sheriff's Office	
Address of Applicant or Organization:		7409 E. Grand View Dr	
Function to be Held:		Dance	
Contact Person for Event:		Guy Peterson	
Telephone No.:		928-412-3742	
Date(s) Requested:	Feb 13, 2016	thru	
Time of Event:	5PM - 11PM	to	
Estimate How Many People Will Attend Event:		200	
Liquor License No. and Sold by (Name):		Served only?	
Will this event be public or private?		<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
If public, would you like this event listed on the Gila County Fairgrounds webpage?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Information to be posted on webpage:		Is there an entrance fee?	
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Adults:	\$ 25.00	Children:	\$
		Seniors:	\$

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

Exhibit Hall: The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.

	Total Fee:	
First Day of Event - \$350.00		350.00
Each Additional Day of Event - \$250.00	Days	
(\$50.00 of cleaning fee is non-refundable) Cleaning Fee \$150.00		150.00
Key Deposit - \$25.00		25.00
<input type="checkbox"/> Commercial Building: Capacity is 320 people.		
First Day of Event - \$200.00		
Each additional Day - \$100.00	Days	

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events are required to have ambulance and E.M.T.

<input type="checkbox"/> ATV Grounds	\$75.00 per day; \$300.00 per week (5 days)	Days	
<input type="checkbox"/> Rodeo Arena	First Day of Event - \$1,200.00 + set up charges \$ 150.00 for each additional day \$25.00 per hour for lights	Days	
<input type="checkbox"/> Grandstand Area	First Day of Event - \$500.00 \$150.00 each additional day	Days	
<input type="checkbox"/> Livestock Shed A (60 x 120)	\$150.00 per day	Days	
<input type="checkbox"/> Livestock Shed B (80 x 120)	\$150.00 per day	Days	
<input type="checkbox"/> Livestock Shed C (30 x 120)	\$150.00 per day	Days	
<input type="checkbox"/> Horse Stall(s)	\$10.00 each per day	EA	Days
<input type="checkbox"/> Car Track and or Motor Cross	\$150.00 per day	Days	
<input type="checkbox"/> Other Areas at Fairgrounds	\$150.00 per day	Days	

TOTAL FEE(S) DUE: 525.00

POLICIES AND PROCEDURES: Please read carefully.

1. The signature of the applicant or agent for the organization on this application constitutes an offer to Gila County to enter into a rental agreement regarding the premises. A contract will be formed if and when Gila County accepts the application.
2. Gila County requires the event applicant or organization to provide and pay fees for security or traffic control personnel or both through the Sheriff's Office for events where:
 - a. Alcohol is served or sold; or
 - b. Events are offered for public attendance; or
 - c. More than 300 persons are expected to attend a private event.
3. If security or traffic control is required, the number of security or traffic control personnel or both needed for the event will be determined by the Gila County Sheriff's Office. **A minimum of no fewer than two (2) law enforcement officers are required for every 300 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
4. The event applicant or organization will be required to sign the Gila County Agreement for Sheriff's Office Employee Services in the event law enforcement officers are required and to pay any required fees for said Services.
5. If alcohol will be sold or served, **no beverages containing alcohol are allowed outside of a building properly rented for an event.** Law Enforcement Officers have been instructed to enforce this policy. If alcohol is to be sold, a Special Event Liquor License must be applied for with the Gila County Board of Supervisors, and upon their approval, applied for and obtained from the Arizona Department of Liquor Licenses and Control. The applicant or organization may either hire a Vendor with a Special Event Liquor License or apply for their own with the Arizona Department of Liquor Licenses and Control. If alcohol is to be sold or served, additional liquor legal liability insurance must be obtained as set forth below.
6. All events shall end by 12 midnight. This includes removing all personal property. Gila County is not responsible or liable for any personal property left after the function ends.
7. The refundable portion of the cleaning fee will be forfeited if the building is not cleaned or if there are any damages to the buildings, related equipment or other property belonging to Gila County. The event applicant or organization may also be responsible for charges beyond the amount of the cleaning fee if the cost arising from damages exceeds that amount.
8. Prior to picking up the key from Gila County's Public Works Facilities Department, all fees must be paid, arrangements for security and traffic control secured, and certificates of insurance verified. Gila County's Public Works Facilities Department's hours are 7 a.m. to 4 p.m., Monday through Friday, phone number 928-402-4368. The key must be returned to the facilities department by 4 p.m. the day after the event, or the key deposit will be forfeited.
9. **Insurance is required for all events.** At Gila County's sole discretion; some events, specialty functions, or events serving or selling alcohol will be required to provide additional insurance. A copy of the insurance certificate is required at least 10 days prior to the date of the event and must be sent to Gila County's Public Works Facilities Management Department directly from the insurance provider.

A. INSURANCE REQUIREMENTS: Applicant or organization and any vendors hired by applicant or organization shall procure and maintain until all of their obligations have been discharged, including breakdown and cleanup any warranty periods under this application 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 event hereunder by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization.

The insurance requirements herein are minimum requirements for this application and do not limit the indemnity covenants contained in this application. Gila County does not warrant that the minimum limits contained herein are sufficient to protect the applicant or organization from liabilities that might arise out of the performance of the event under this application by the applicant or organization, his agents, representatives, employees or vendors hired by the applicant or organization and the applicant or organization may purchase additional insurance as may be determined necessary by the applicant or organization.

B. MINIMUM SCOPE AND LIMITS OF INSURANCE: Applicant or organization 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 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: "**Gila County, it's officials and employees and shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Applicant or Organization**".

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

3). **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this event.
 Combined Single Limit (CSL) \$1,000,000

a). The policy shall be endorsed to include the following additional insured language:

Gila County, its officials and employees shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the applicant or organization, including automobiles owned, leased, hired or borrowed by the applicant or organization.

4) As solely determined by Gila County, **Liquor Legal Liability Insurance with limits of at least \$1,000,000 per occurrence. Gila County, its officials and employees shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the applicant or organization,**

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

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

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following:

- 1). On insurance policies where Gila County is named as an additional insured, Gila County its officials and employees shall be an additional insured to the full limits of liability purchased by the applicant or organization even if those limits of liability are in excess of those required by this application.
- 2). The applicant or organization's insurance coverage shall be primary insurance and any insurance maintained by Gila County shall not contribute to or be excess of the applicant's insurance or applicant's vendors or contractor's insurance.
- 3). Coverage provided by the applicant or organization shall not be limited to the liability assumed under the indemnification provisions of this application.
- 4). All of the applicant's insurance or applicant's vendors or contractor's insurance required by Gila County shall include a waiver of subrogation/recovery against Gila County, its officials and employees.

D. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this application 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 Gila County. Such notice shall be sent directly to **Gila County Public Works Division, 745 N Rose Mofford Way, Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

E. **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 A VII. Gila County in does not warrant that the above-required minimum insurer rating is sufficient to protect the applicant or organization from potential insurer insolvency.

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

1). ***All certificates and endorsements are to be received and approved by Gila County a minimum of 10 days before the event commences.*** Each insurance policy required by this application must be in effect at or prior to commencement of the event for which this application has been submitted and remain in effect for the duration of the event. Failure to maintain the insurance policies as required by this application or to provide evidence of renewal is a material breach of the contract.

7. **INDEMNIFICATION:** Applicant or organization shall indemnify, defend, save and hold harmless Gila County and its officers, officials, agents, employees and volunteers (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 any acts or omissions of applicant or organization or any of its owners, officers, directors, agents, employees vendors that have been hired by applicant or organization. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the applicant or organization 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 applicant or organization from and against any and all Claims. It is agreed that applicant or organization will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this application, the applicant or organization agrees to waive all rights of subrogation against the Indemnitee for Claims arising from the event held by the applicant or organization.
8. **CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511.
9. **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 warrant 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 event for which the application has been submitted, 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.
10. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
11. **The event applicant or organization must communicate with Facilities Management at (928) 402-4368 at least ten (10) working days before the event to review facility setup. A drawing of the desired facility setup and the number of tables and chairs must be provided to the Facilities Management department.**
12. The event application may be downloaded from the internet (www.gilacountyaz.gov) and completed on line, print, and mail original to:

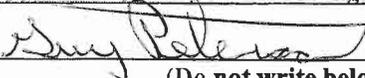
**Gila County Public Works
Facilities Management
745 North Rose Mofford Way
Globe, AZ 85501**

13. Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by Facilities Management. Call (928) 402-4368 to request the availability of specific dates and times.
14. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Gila County Fairgrounds' facility cannot be substituted. Gila County's liability shall be limited to refunding the event fees charged. Gila County shall not be liable for consequential damages such as, but not limited to, loss revenue, lost profit, loss of clients, loss of product or the applicant's or organization's costs to relocate the event or events to another venue.
16. The Facilities Manager will have the right to review simultaneously scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requestors if criteria cannot be satisfied.
17. Rental rates for Gila County Fairgrounds' facilities shall be based on the Gila County Fairgrounds' Rate Schedule in effect on the date the approval is given by Gila County.
18. Rules and regulations and rates are subject to change without notice. The rules, regulations and rates in effect on the date the approval is given by Gila County will be adhered to by both parties.

19. OTHER GENERAL REQUIREMENTS:

- A. Any use of Gila County property in violation of any law or ordinance of Gila County, the State of Arizona or United States or, at Gila County's sole discretion, that is not in Gila County's best interest, may constitute a material breach of this application and be grounds for immediate termination, cancellation or suspension. Any person whose acts, behavior or conduct is disorderly or disruptive may be refused entrance to, or be ejected from Gila County's property. The applicant shall defend, indemnify and hold harmless the Indemnitee from such refusal or ejection to the fullest extent and scope of the indemnity and insurance requirements in this application.
- B. This application is for Gila County property and shall not be construed as an authorization for use of adjacent private or public property.
- C. Applicant shall promptly compensate or reimburse Gila County for all damages to, or loss of use of, Gila County property. Compensation or reimbursement to Gila County shall also include, but not be limited to, restoration, cleanup, abatement, remedial action, legal fees, and expenses or fines.
- D. Gila County shall not be responsible for loss of, damage, to, or loss of use of, tangible or intangible property of applicant, its officers, employees, members, guests, invitees, vendors, contractors or participants.
- E. At Gila County's sole discretion, Gila County may close any Gila County property or terminate any event due to inclement weather or any other emergency situation.
- F. Loss of privileges or use authorized by this application by Gila County closure, termination, cancellation or suspension is not compensable to applicant, its agents, vendors, contractors, participants, guests or employees.
- G. This application, its terms, requirements and conditions are not transferable.
- H. This application is not exclusive unless otherwise stated in the application. Gila County reserves the right to use or allow others to use any part of Gila County property pertaining to this application.
- I. The applicant's obligations under this application are not contingent upon Gila County to inspect any applicant, vendor, contractor, participant, member or guest's property, equipment, food, beverages, activity or operations.
- J. In a form solely acceptable to Gila County, Gila County may require executed statements of fitness for activity and/or waivers of liability from each applicant officer, member, employee, guest, invitee or participant.

I have read and understand this application, policy and rental agreement:

Applicant Signature: 	Date: 1-27-16
(Do not write below this line)	

County Review:					
Conflict with dates:		Rental Fees:		Security:	
		Approved:		Disapproved:	
Signature:				1/28/16	
	County Personnel Signature			Date	
Signature:					
	Chairman Gila County Board of Supervisors			Date	

JOHNNY HOLMES

APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

Name of Individual or Organization:	Gila County Sheriff Assoc		
Address of Individual or Organization:	7409 E 6th Grand View Dr Globe AZ		
Function to be Held:	Dance		
Contact Person for Event:	Guy Peterson		
Telephone Number:	(928) 812-3742		
Date(s) Requested:	Feb 13		
Time of Event:	Start: 5:00 PM	End: 11:00 PM	
Estimate How Many People Will Attend Event:	200		
Will Alcohol Be on the Premises:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Where Will Event Be Held:	Exhibit Hall <input checked="" type="checkbox"/>	Commercial Bldg. <input type="checkbox"/>	
	Rodeo Arena <input type="checkbox"/>	Grandstands <input type="checkbox"/>	
	Other Area: _____		
How Many AZ Post Certified Officers Needed:			
How Many Sheriff's Office Reserves Needed:			

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify Gila County Facilities Management at (928-402-4368) and the Sheriff's Office at (928-402-1881) of any cancellations or changes in this application.

Applicant Signature: 

Date: 1/27/16

(DO NOT WRITE BELOW THIS LINE)

Security Will Be Provide for the Above Event and Date:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Name of Officers Who Will Provide Security:		
Name of Reserves Who Will Provide Security:		

I verify that the above Officers and Reserves have been scheduled to be present as security for the event and event date listed above.

Sheriff's Office Representative

____/____/____
Date

TENANT USERS LIABILITY INSURANCE

CERTIFICATE BINDER

THIS CERTIFICATE/BINDER REPRESENTS A SUMMARY OF THE INSURANCE PROVIDED. INSURANCE PROVIDED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

Date: 1/29/2016 5:38 PM
Certificate Number: 79579
Broker: Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.
Tenant User: Gila County Sheriff Posse
Event Title Gila County Sheriff's Posse Sweetheart Dance
Type of Event Charity Benefits, Dances, Auctions, or Sales
Daily Attendance 250
Period of Insurance: 02/13/2016 12:01 AM To 02/14/2016 12:01 AM

Policy #1 **GL00104-07**

Insurance Company: Atlantic Specialty Insurance Company

Coverage Limits

General Agg. None
Products Completed Ops \$1,000,000
Personal/Adv. Injury \$1,000,000
Each Occurance: \$1,000,000
Fire Damage: \$50,000
Medical Payments: Excluded

Policy #2 **PF00051-07**

Insurance Company: Atlantic Specialty Insurance Company

Coverage Limits Deductible

Third Party Property Damage: \$1,000,000 \$1,000

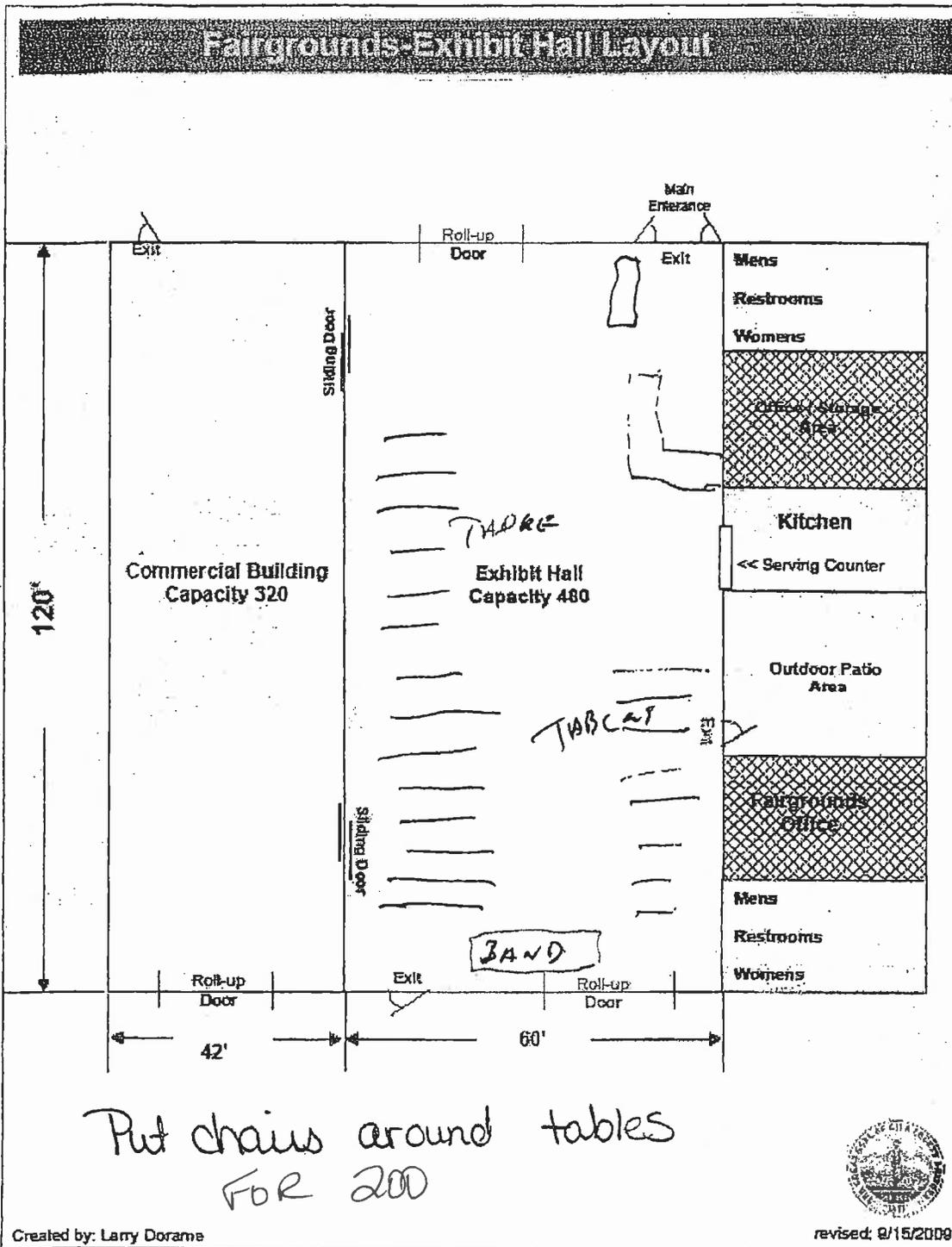
Premium Computation

General Liability \$258.00
Liquor Liability \$0.00
Third Party Property Damage \$31.00
Excess Liability \$0.00
Total Premium \$289.00
Total Fees \$0.00
Total Due \$289.00

Certificate Holder/Additional Insured Arizona Counties Insurance Pool
1905 West Washington Blvd.
Suite 200
Phoenix, AR 85009
AZ - Gila County
1400 E. Ash Street
Globe, AZ 85501

To obtain a complete copy of the policy with the terms, conditions and exclusions of the policy, you must contact us at: tulip@ebi-ins.com or (800) 507-8414.

Sweetheart Dance



Created by: Larry Dorame

revised: 9/15/2009

**GILA COUNTY
SHERIFF'S RESERVE POSSE
SWEETHEART DANCE**

FEB. 13, 2016

Happy Hour 5-6 p.m.

**No Host Bar Served by
Gila County Rodeo Committee**

B-B-Q

on a Bun and Beans Served 6-7

**Family Friendly Dance 7-11 p.m.
Live Entertainment by Crossfire**

**Gila County Fair Grounds
Couples/Singles/Family \$25.00**

**Tickets at Gila County Sheriff's Office,
any Posse Member or at the Door.
928-425-0645 or 928-812-2142 for info.**

ARF-3584

Consent Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 02/16/2016

Submitted For: Eric Mariscal, Submitted By: Cate Gore, Elections Assistant
Director

Department: Elections Department

Information

Request/Subject

Appointment of Precinct Committeemen to the Gila County Republican Party.

Background Information

Arizona Revised Statute (A.R.S.) §16-821 (B) provides if a vacancy exists in the office of the precinct committeemen, the vacancy shall be filled by the Board of Supervisors from a list of names submitted by the County Chairman of the appropriate political party.

Evaluation

The following individuals have been submitted by the Gila County Republican Committee Chair for the appointment to the office of precinct committeemen: Timothy Wayne Grier for the Payson #3 precinct, and Anne Kelly Stubbs for the Claypool #2 precinct. Per the Arizona Revised Statutes, the Board of Supervisors has the authority to make these appointments.

Conclusion

The Gila County Republican Chairman has submitted the names of Timothy Wayne Grier and Anne Kelly Stubbs for appointment by the Board of Supervisors.

Recommendation

The Elections Director recommends that the Board of Supervisors approve the appointments as submitted by the Gila County Republican Committee.

Suggested Motion

Approval of the following precinct committeemen appointments as submitted by the Gila County Republican Committee: Payson #3 - Timothy Wayne Grier, and Claypool #2 - Anne Kelly Stubbs.

Attachments

A.R.S. 16-821

Timothy Grier Appointment

Anne Kelly Stubbs Appointment

Arizona State Legislature

Bill Number Search:



Fifty-second Legislature - First Regular Session

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[change session](#) | [printer friendly version](#)

[Senate](#) [House](#) [Legislative Council](#) [JLBC](#) [More Agencies](#) [Bills](#) [Committees](#) [Calendars/News](#)

[ARS TITLE PAGE](#) [NEXT DOCUMENT](#) [PREVIOUS DOCUMENT](#)

16-821. County committee; vacancy in office of precinct committeeman

A. At the primary election the members of a political party entitled to representation pursuant to section 16-804 residing in each precinct shall choose one of their number as a county precinct committeeman, and the members shall choose one additional precinct committeeman for each one hundred twenty-five voters or major fraction thereof registered in the party in the precinct as reported pursuant to section 16-168, subsection G on March 1 of the year in which the general election is held. The whole number of precinct committeemen of a political party shall constitute the county committee of the party.

B. The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291.

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Timothy Wynn Grier (Name on Voter Registration) a duly qualified
Republican elector residing at

1601 W MESA DR. PAYSON AZ 85541
Address City State Zip

(928) 978-4303 (928) 978-4303
Home Phone Work Phone Cell Phone

timothygrier@yahoo.com
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of Payson #3 CODE NUMBER 210

to fill a vacancy in the same Precinct because:

Legal vacancy has not been filled.

Resignation/Replacement/Death of _____

RESPECTFULLY SUBMITTED

Gila County Chairman

Ray Moutts 18 Jan 2005
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: _____ Date: 1/6/16

Voter Identification Number: _____

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Anne Kelly Stubbs (Name on Voter Registration) a duly qualified
Republican elector residing at

5332 E Golden Hill Rd Globe Az 85501
Address City State Zip

928-200-3215
Home Phone Work Phone Cell Phone

Kellyrascal2@msn.com
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of Claypool 2 CODE NUMBER 165

to fill a vacancy in the same Precinct because:

Legal vacancy has not been filled.

Resignation/Replacement/Death of _____

RESPECTFULLY SUBMITTED

Gila County Chairman

18 Jan 2015
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: Anne Kelly Stubbs Date: 1/16/14

Voter Identification Number: _____

ARF-3602

Consent Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 02/16/2016

Submitted For: Jeff Hassenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator

Department: Finance

Fiscal Year: 2015-2016 Budgeted?: Yes

Contract Dates March 03, 2015 Grant?: No

Begin & End: to March 02,
2016

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval of Amendment No. 2 to Professional Services Contract No. 013015 with EPS Group.

Background Information

On March 3, 2015, the Board of Supervisors approved entering into a contract with EPS Group, a civil engineering firm, for the civil design on the Copper Administration Building for a contract amount of \$49,966.85. EPS Group provided the site design which includes layout, plans and material details for various site improvements.

On August 4, 2015, the Board of Supervisors approved Amendment No. 1, which modified the scope of work for the steel ADA ramps to the four access doors of the Copper Administration Building, and increased the contract amount by \$4,400 for the modified scope of work for a new total contract amount of \$54,366.85.

Evaluation

Gila County Engineering Services would like to add post design services to the scope of work for Professional Services Contract No. 013015 with EPS Group. EPS Group will provide post design services on the Copper Administration Building, when needed and as requested by Gila County for an additional \$5,020.

Post design services can vary from reviewing shop drawings, reviewing and preparing any changes to the civil plans that the County may want to make, and verification of unforeseen conditions within the civil work which may require a Change Order.

Conclusion

Amendment No. 2 has been issued to change the scope of work in Professional Services Contract No. 013015 with EPS Group to add post design services for the Copper Administration Building. The additional cost for this change in the scope of work is \$5,020 to be used if needed and as requested by Gila County.

Recommendation

The Finance Division Director and the Public Works Division Director recommend the Board of Supervisors' approval of Amendment No. 2 to modify the scope of work to include post design services.

Suggested Motion

Approval of Amendment No. 2 to Professional Services Contract No. 013015 with EPS Group to modify the scope of work in the original civil design for post design services, if needed and as requested by Gila County, for the Copper Administration Building at an additional cost of \$5,020 for a new total contract amount of \$59,386.85.

Attachments

Amendment No. 2-EPS Group

Amendment No. 1-EPS Group

Contract No. 013015-EPS Group

Approved as to Form



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 013015

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

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 013015 CIVIL DESIGN FOR COPPER ADMINISTRATION BUILDING

EPS GROUP

Effective March 03, 2015, Gila County and EPS Group entered into a contract whereby EPS Group agreed to provide the design and construction documents for the site plans for the Copper Administration Building.

Amendment No. 1 was executed on August 04, 2015, to increase the original contract amount of \$49,966.85 by \$4,400.00, for a new total contract amount of \$54,366.85.

Gila County Engineering Services would like to increase the contract amount by an additional Five Thousand, Twenty dollars and 00/100's (\$5020.00) for EPS Group to perform post-design services for the Copper Administration Building project as needed. The scope of this addition to the original scope of work is more fully described in the letter from Bruce Hallsted, P.E. of EPS Group dated January 04, 2016, which is incorporated by this reference into this Amendment.

Additionally, Amendment No. 2 will serve to extend the term of the contract from March 03, 2016 to September 30, 2016 to ensure that all required post design services have been provided on the Copper Administration Building.

Amendment No. 2 will serve to increase the contract amount of \$54,366.85 by \$5,020.00 in order to include the additional scope of services, ***if needed and as requested***, for a new total contract amount of Fifty-Nine Thousand, Three Hundred, Eighty-Six dollars and 85/100's (\$59,386.85), and extend the term of Professional Consulting Services Contract No. 013015 through September 30, 2016.

Contractor will continue to bill for services pursuant to Article V – "Schedule & Fees" of the original contract, but in no event shall charges for the March 03, 2016 to September 30, 2016 contract term exceed \$59,386.85 without prior written agreement of the County.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2016.

GILA COUNTY

CONTRACTOR:

BOARD OF SUPERVISORS

EPS GROUP

Michael A. Pastor, Chairman Board of Supervisors



Authorized Signature

ATTEST

Bruce Hallsted

Print Name

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



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 013015

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

**PROFESSIONAL SERVICES CONTRACT 013015
CIVIL DESIGN FOR COPPER ADMINISTRATION BUILDING**

EPS GROUP

Effective March 03, 2015, Gila County and EPS Group entered into a contract whereby EPS Group agreed to provide the design and construction documents for the site plans for the Copper Administration Building.

The County desires to modify the original scope of work for the steel ADA ramps to the four access doors of the Copper Administration Building. The County wishes to have concrete ADA ramps, which require less maintenance than steel. The design cost, which includes layout, plans and material details, for this modification is \$4,400.00.

Amendment No. 1 will serve to increase the original contract amount of \$49,966.85 by \$4,400.00 for a new total contract amount of Fifty-four Thousand, Three Hundred, Sixty-Six dollars and 85/100's (\$54,366.85).

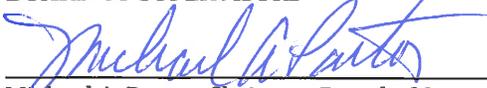
Contractor will continue to bill for services pursuant to Article V - "Schedule & Fees" of the original contract, but in no event shall charges for the March 03, 2015 to March 02, 2016 contract term exceed \$54,366.85 without prior written agreement of the County.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 4th day of August, 2015.

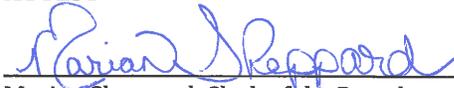
GILA COUNTY

BOARD OF SUPERVISORS



Michael A. Pastor, Chairman Board of Supervisors

ATTEST



Marian Sheppard, Clerk of the Board

CONTRACTOR:

EPS GROUP



Authorized Signature

ELIAH WILLIAMS

Print Name

APPROVED AS TO FORM



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

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

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



GILA COUNTY

www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 402-8743

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

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 013015

CIVIL DESIGN FOR COPPER ADMINISTRATION BUILDING

THIS AGREEMENT, made and entered into this 3rd day of March, 2015, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and EPS Group of the City of Mesa, County of Maricopa, State of Arizona, hereinafter designated the **CONSULTANT**.

WITNESSETH: That the Consultant, for and in consideration of the sum to be paid him by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Consultant will design and prepare construction documents for the site plans for Gila County's new Copper Administration Building. Improvements are to include parking lots, sidewalks, a CMU wall (or alternate), shotcrete, and drainage items. The consultant will provide a bid ready set of plans and specifications and supporting documentation necessary to clearly convey the intent of the plans, for each of the bid packages defined in the Request for Proposal (RFP), and specific to the relative complexity of the intent being conveyed within the bid package. Larger more complex bid packages will have more complex plans and specifications (more paperwork, bonding, etc.) and the smaller bid packages will have simple plans and specifications.

EPS Group proposes to complete the **Civil Design for Copper Administration Building Project** in accordance with the following Scope of Services:

Task 1 – Conceptual Design

Task 1 will include:

- The preliminary 20% design prepared by Gila County will be evaluated based upon the information provided from the RFP.
- Develop a digital terrain model (DTM) from the survey information supplied by Gila County.
- A refined site plan that includes the following will be created:
 1. Refined site layout based upon traffic circulation, drainage, etc.
 2. A preliminary concept for a CMU wall versus a wrought iron fence. This will compare the aesthetics and the cost of each option.
 3. A preliminary concept for the sidewalk on Monroe Street. Two alternatives will be evaluated and compared. This includes an attached sidewalk with a varying curb height versus a sidewalk that is detached. Cost and impacts of each option will be compared.
 4. Evaluate the location of a trash dumpster.

Task 2 – Construction Documents

Task 2 will include:

- 95% and Final Plan documents: Plans will be submitted at the 95% and Final Plan submittal stages. Plans to include parking lot paving design, signing and striping, sidewalks, drainage items, curb and gutter, a CMU wall (or alternate), and shotcrete.
- Special Provisions/Specifications will be prepared in accordance with Gila County standards.
- Prepare an estimate of probable construction costs.
- Deliverables: Submit a PDF of the 95% plans, Special Provisions, and the construction cost estimate to the County for review. Submit two (2) Full Size, and two (2) Half Size sets of the Final plans, and PDFs of the Special Provisions and the construction cost estimate to the County.
- Distribute the plans to the appropriate utility companies, and the City of Globe for their review and comments.
- Coordinate/Hold Agency comment review/resolution meeting with Gila County and the City of Globe. It is anticipated that this meeting will be an “over the shoulder” review format and would include a site visit.

NOTE: Plans shall be developed using AutoCAD.

Allowance Task 3 – Stairs from Courthouse to Copper Administration Building

Task 3 will include:

- A preliminary concept for stairs from the Courthouse to Copper Administration Building. A preliminary construction cost estimate will be prepared.
- A stairway will be designed to accommodate pedestrians travelling between the two buildings. Civil work will include the design required for the construction of the stairs.
 1. Design stages shall include 95%, and Final Plans. The Task 3 plans will be submitted together with the plan sheets in Task 2 as one set of plans.
 2. All submittals shall include an estimate of probable construction cost.
 3. Special Provisions and technical specifications will be included if applicable.

Allowance Task 4 – ADA Accessible Ramp from Courthouse to Copper Administration Building – NOT INCLUDED IN THIS CONTRACT PER THE DIRECTION OF GILA COUNTY.

Allowance Task 5 – Stairs from Juvenile Detention Center to Copper Administration Building – NOT INCLUDED IN THIS CONTRACT PER THE DIRECTION OF GILA COUNTY.

Allowance Task 6 – Project Management and Coordination during Design

Task 6 will include:

- Concept Approval/Kickoff Meeting: It is assumed one (1) meeting will be required to review the Conceptual Design (Task 1) with Gila County staff.
- Comment Resolution Meetings: It is assumed that two (2) comment resolution meetings will be required – one (1) meeting after the 95% plans review by Gila County and one (1) meeting after Permit Review by the City of Globe. A site visit may occur in combination with the 95% plans review.
- Additional Meetings (As Required): Up to three (3) additional meetings could be attended if required. This could include post design meetings.

To be Provided by Gila County:

- Supplemental Survey as needed.
- As-builts/plans for underground utilities.

Exclusions:

- Geotechnical investigations (Unless Allowance Tasks 4 is selected for design).
- Structural Engineering (Unless Allowance Task 4 is selected for design).
- Lighting Design.
- Surveying
- Environmental Documentation
- Landscaping
- Water/Sewer Design
- Gas Tank Relocation
- Stormwater Pollution Prevention Plan (SWPPP)
- Utility Coordination: EPS will distribute plans to utility companies. Gila County will handle coordination with the utility companies.

NOTE: All engineering will be based upon topographic survey and field survey data supplied by Gila County. EPS does not guarantee the validity of the survey.

ARTICLE II – INDEMNIFICATION CLAUSE: 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 “Indemnatee”) 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 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. This indemnification clause is subject to the limitations imposed by A.R.S. § 34-226. To the extent that the provisions in the indemnification clause exceed those permitted by A.R.S. § 34-226, the provisions of A.R.S. § 34-226 control and those provisions shall be stricken from this Indemnification Clause. All other provisions of the clause shall remain in effect. It is the intent of the parties that the Contractor indemnify the Indemnatee to the maximum extent permitted by A.R.S. § 34-226.

ARTICLE III - 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. 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 IV – 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 Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant shall further ensure that each subcontractor who performs any work for Consultant 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 Consultant and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Consultant'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 Consultant 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, Consultant 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.

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

ARTICLE V – SCHEDULE & FEES:

SCHEDULE & FEE

Upon receipt of the Notice to Proceed, Task 1-Conceptual Design and Task 2-Construction Documents will be completed between February 18, 2015 and March 25, 2015.

Task 3-Allowance Task-Stairs from Courthouse to Copper Administration Building will be completed no later than April 17, 2015 from the date of Notice to Proceed.

Tasks will be invoiced on a Lumped Sum Basis. County shall pay Consultant \$48,885 for all Tasks as defined in this contract, plus \$1,081.85 for reimbursables. Contractor may invoice for progress payments every 30 days based upon Consultant’s good faith estimate of the percent of the design related tasks completed at the time of the invoice. County shall have fourteen calendar days after receiving Consultant’s progress invoices to provide notice of any disagreement with the progress estimate. The parties agree to first attempt in good faith to informally negotiate any dispute regarding progress payments.

Task Number	Consultant Task Description	Fee
1	Conceptual Design	\$ 7,900
2	Construction Documents	\$30,595
3	Stairs from Courthouse to Copper Admin Building	\$ 3,240
6	Project Management/Coordination	\$ 7,150
	Reimbursables (Based upon breakdown below)	\$ 1,081.85
Total all Tasks and Reimbursables		\$49,966.85

Reimbursable In-House Costs

95% Submittal

25 – ½ size sheets x 12 sets @\$0.30 per sheet.....\$90.00

100% Submittal

25 – ½ size sheets x 12 sets @\$0.30 per sheet.....\$90.00

Deliveries/Mailing.....\$ 250.00

Structural Design.....\$ 400.00

Mileage

3 trips – 146 miles/trip @\$0.575/mile.....\$ 251.85

ARTICLE VI – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant 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 VII – 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. The Consultant shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the Consultant:

- a. Fails to perform the work under the contract within the time specified in the "Notice to Proceed";
or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so;
or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit of creditors.
- h. If it is found that gratuities were offered or given by the Engineer or any agent or representative of the Engineer, to any officer or employee of the County

ARTICLE VIII – PAYMENT: The Scope of Services for Design Related Tasks as outlined above will be performed for payment of \$49,966.85.

Compensation shall follow guidelines for A.R.S. §34-221. Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the county representative confirming services rendered and authorizing payment.

ARTICLE IX – CONTRACT PERIOD: The Contract commences on the date it is signed by the Board of Supervisors and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 013015

CIVIL DESIGN FOR COPPER ADMINISTRATION BUILDING

GILA COUNTY:



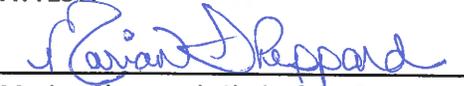
Michael A. Pastor,
Chairman of the Board of Supervisors

EPS GROUP:



Signature of Consultant

ATTEST:



Marian Sheppard, Clerk of the Board

ELIJAH WILLIAMS

Print Name

APPROVED AS TO FORM:



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



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

**Explanation of the Gila County Attorney's Office
"Approval as to Form" Review**

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

Regular BOS Meeting

<u>Meeting Date:</u>	02/16/2016	<u>Submitted By:</u>	Josh Beck, EM, PHEP Manager
<u>Submitted For:</u>	Michael O'Driscoll, Director	<u>Division:</u>	Health Services
<u>Department:</u>	Health & Emergency Services	<u>Budgeted?:</u>	Yes
<u>Fiscal Year:</u>	2015 - 2016	<u>Grant?:</u>	Yes
<u>Contract Dates Begin & End:</u>	January 1, 2016 to June 30, 2016	<u>Fund?:</u>	Replacement
<u>Matching Requirement?:</u>	No		

InformationRequest/Subject

Approval of Amendment No. 2 to Intergovernmental Agreement (IGA) (Contract No. ADHS16-098369) with the Arizona Department of Health Services (ADHS).

Background Information

The ADHS has integrated multiple grants into one IGA and the title of the new integrated contract is called "Healthy People Healthy Communities." Implementation of this IGA will be completed in three (3) phases. Phase 1: The Tobacco Free, Chronic Disease, and Health in Arizona Policy Initiative (HAPI) grants were integrated and implemented on July 1, 2015; Phase 2: The Public Health Services block grants were integrated and implemented on October 1, 2015; and, Phase 3: The Teen Pregnancy Prevention, Family Planning, and the Maternal and Child Health grants will be integrated and completed by June 30, 2016.

The original Contract No. ADHS15-094962 was signed by the Board of Supervisors on June 9, 2015, and then due to a system change at ADHS the contract number was changed to No. ADHS16-098369 and approved by the Board of Supervisors on September 15, 2015.

Amendment No. 1 was approved by the Board at its December 1, 2015, regular meeting. It integrated the Phase 3 grants into one contract entitled "Healthy People Healthy Communities." The total amount of the new contract will be \$360,682 and it will be administered by the Gila County Health Department.

Amendment No. 2 increases the total grant award by \$13,124, raising the total contract to \$373,806. This additional funding will allow Gila County to assist ADHS in administering a survey to more clearly understand the experience of families in meeting their children's special needs across the state.

Evaluation

Amendment No. 2 in partnership with the ADHS, Office for Children with Special Health Care Needs (OCSHCN) is interested in learning more about Arizona's children's health. The intent of the survey is to more clearly understand the experiences of families in meeting their children's needs, across the state. OCSHCN is asking counties to help conduct the Arizona Children's Health Survey in their communities. The survey is intended for parents/guardians of children, ages birth – 17 years. The results will help identify what is currently working well for a family, related to children's health, and as well as what areas might be improved to help families meet their children's special needs.

The intent of the report is to aid County staff, planning committees, councils, and others in understanding families with children with special health care needs in their community and to aid in further planning of strategies the counties would implement to promote inclusion of focus on children and youth/young adults with special health care needs at the policy level, system and environmental levels.

Conclusion

Approval of Amendment No. 2 will continue the integration process by adding funding for research focused on Children with Special Health Care Needs into the Healthy People Health Communities grant.

Recommendation

It is the recommendation of the Gila County Division of Health and Emergency Services Director that the Board of Supervisors approve Amendment No. 2 to an IGA (Contract No. ADHS16-098369) with the Arizona Department of Health Services.

Suggested Motion

Approval of Amendment No. 2 to Intergovernmental Agreement (Contract No. ADHS16-098369) with the Arizona Department of Health Services to include \$13,124 in funding for Children with Special Health Care Needs research into the "Healthy People Healthy Communities" grant fund.

Attachments

ADHS16-098369 Amendment 2

ADHS16-098369 Amendment 1

ADHS15-094962 Amendment 1

Original Contract ADHS15-094962



**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:
Russell Coplen

Contract No: **ADHS16-098369**

Amendment No **2**

Healthy People Healthy Communities

Effective January 1, 2016, 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 Agreement Price Sheet is replaced with the Price Sheet of this Amendment number Two (2)
 - 1 1 Upon execution of the Amendment, the ProcureAZ Items Tab will be revised due to additional deliverables for Phase three (3) which include: ACTION PLAN (HAPI) – Children with Special Health Care Needs and HEALTH IN ARIZONA POLICY INITIATIVE (HAPI) – Children with Special Health Care Needs and for a new Total amount of \$373,806.00

Continued on next page.

		CONTRACTOR SIGNATURE	
Gila County Health Department		Contractor Authorized Signature _____	
Contractor Name		Printed Name _____	
1400 E Ash ST – Gila County Finance		Title _____	
Address			
Globe,	AZ	85501	
City	State	Zip	
CONTRACTOR ATTORNEY SIGNATURE		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.	
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.		State of Arizona	
Signature _____		Signed this _____ day of _____ 20_____	
Date _____		Procurement Officer _____	
Printed Name _____			
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 proper form and is within the powers and authority granted under the laws of the State of Arizona.			
Signature _____			
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
Procurement Officer:
Russell Coplen

Contract No: **ADHS16-098369**

Amendment No **2**

PRICE SHEET

PHASE I: JULY 1, 2015 - JUNE 30, 2016

Phase I ACTION PLAN (Tobacco and Chronic Disease)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 1 Action Plan Tobacco and Chronic Disease	EA	1	\$6,752 00	\$6,752 00
TOTAL		1	\$6,752.00	\$6,752.00

TOBACCO

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	\$29,817 66	\$119,270 64
TOTAL		4	\$29,817.66	\$119,270.64

CHRONIC DISEASE

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i e Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, School Health)	QTR	4	\$2,244 34	\$8,977 36
TOTAL		4	\$2,244.34	\$8,977.36

PHASE I: JULY 1, 2015 - JUNE 30, 2016

Phase I ACTION PLAN (HAPI)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 1 Action Plan HAPI	EA	1	\$8,700.00	\$8,700.00
TOTAL		1	\$8,700.00	\$8,700.00

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 00	\$35,048 00
TOTAL		4	\$8,762.00	\$35,048.00



**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:
Russell Coplen

Contract No: ADHS16-098369

Amendment No 2

PHASE II: OCTOBER 1, 2015 – JUNE 30, 2016

PHASE II ACTION PLAN

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase II Action Plan	EA	1	\$7,000.00	\$7,000.00
TOTAL		1	\$7,000.00	\$7,000.00

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	\$10,460.00	\$31,380.00
TOTAL		3	\$10,460.00	\$31,380.00

PHASE III: JANUARY 1, 2016 - JUNE 30, 2016

ACTION PLAN (Family Planning)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase III – Action Plan – Family Planning	EA	1	\$3,400.00	\$3,400.00
TOTAL		1	\$3,400.00	\$3,400.00

FAMILY PLANNING

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Exhibit F 1.1.1)	QTR	2	\$3,400.00	\$6,800.00
TOTAL		2	\$3,400.00	\$6,800.00

ACTION PLAN (Maternal Child Health)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase III – Action Plan – Maternal Child Health	EA	1	\$12,500.00	\$12,500.00
TOTAL		1	\$12,500.00	\$12,500.00



**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:
Russell Coplen

Contract No: **ADHS16-098369**

Amendment No. **2**

MATERNAL CHILD HEALTH

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Exhibit G 1.1.1)	QTR	2	\$12,500 00	\$25,000 00
TOTAL		2	\$12,500.00	\$25,000.00

ACTION PLAN (Teen Pregnancy Prevention)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase III – Action Plan – Teen Pregnancy Prevention	EA	1	\$31,951 00	\$31,951 00
TOTAL		1	\$31,951.00	\$31,951.00

TEEN PREGNANCY PREVENTION

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Exhibit E 1.1.1)	QTR	2	\$31,951 50	\$63,903 00
TOTAL		2	\$31,951.50	\$63,903.00

ACTION PLAN (HAPI) – Children with Special Health Care Needs

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Action Plan HAPI – Children with Special Health Care Needs	EA	1	\$500 00	\$500 00
TOTAL		1	\$500.00	\$500.00

HEALTH IN ARIZONA POLICY INITIATIVE (HAPI) – Children with Special Health Care Needs

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Strategies	QTR	2	\$6,312.00	\$12,624.00
TOTAL		2	\$6,312.00	\$12,624.00

TOTAL

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
TOTAL				\$373,806.00



**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:
Tracey Thomas

Contract No: **ADHS16-098369**

Amendment No. **1**

Healthy People Healthy Communities

Effective January 1, 2016, 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 Replace Agreement Price Sheet Phase Three (3) page Thirty-Three (33) with Price Sheet of this Amendment One (1) Total Price Sheet amount is \$360,682 00

Continued on next page.

<p>Gila County Health Department Contractor Name</p> <p>1400 E Ash ST - Gila County Finance Address</p> <p>Globe, AZ 85501 City State Zip</p>	<p align="center">CONTRACTOR SIGNATURE</p> <p align="center"><i>Michael A. Pastor</i></p> <hr/> <p>Contractor Authorized Signature</p> <p align="center">Michael A. Pastor</p> <hr/> <p>Printed Name</p> <p align="center">Chairman, Board of Supervisors</p> <hr/> <p>Title</p>
<p align="center">CONTRACTOR ATTORNEY SIGNATURE</p> <p>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</p> <p><i>Jefferson R. Dalton</i> 12-1-15 Signature Date</p> <p>Jefferson R. Dalton Deputy Gila County Attorney, Civil Bureau Chief</p>	<p>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.</p> <p align="center">State of Arizona</p> <p>Signed this <u>9</u> day of <u>December</u> 20<u>15</u></p> <p align="center"><i>[Signature]</i></p> <hr/> <p>Procurement Officer</p>
<p>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 proper form and is within the powers and authority granted under the laws of the State of Arizona</p> <p><i>John Handy</i> 10-16-15 Signature Date</p> <p>Assistant Attorney General</p> <p>Printed Name: JOHN HANDY</p>	<p>Reserved for use by the Secretary of State</p> <p>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.</p>



**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:
Tracey Thomas

Contract No: ADHS16-098369

Amendment No 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	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 1 Action Plan Tobacco and Chronic Disease	EA	1	\$6,752.00	\$6,752.00
TOTAL		1	\$6,752.00	\$6,752.00

TOBACCO

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	\$29,817.66	\$119,270.64
TOTAL		4	\$29,817.66	\$119,270.64

CHRONIC DISEASE

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, School Health)	QTR	4	\$2,244.34	\$8,977.36
TOTAL		4	\$2,244.34	\$8,977.36

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	\$8,700.00	\$8,700.00
TOTAL		1	\$8,700.00	\$8,700.00

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	\$8,762.00	\$35,048.00
TOTAL		4	\$8,762.00	\$35,048.00



**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:
Tracey Thomas

Contract No: ADHS16-098369

Amendment No 1

**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 00	\$7,000 00
TOTAL		1	\$7,000.00	\$7,000.00

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 00	\$31,380 00
TOTAL		3	\$10,460.00	\$31,380.00



**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:
Tracey Thomas

Contract No: ADHS16-098369

Amendment No 1

**GILA COUNTY
PRICE SHEET PHASE THREE (3)
PHASE 3: JANUARY 1, 2016 - JUNE 30, 2016**

PHASE THREE (3) ACTION PLAN (Family Planning)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 3 – Action Plan – Family Planning	EA	1	\$3,400.00	\$3,400.00
TOTAL		1	\$3,400.00	\$3,400.00

FAMILY PLANNING

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Exhibit F 1.1.1)	QTR	2	\$3,400.00	\$6,800.00
TOTAL		2	\$3,400.00	\$6,800.00

ACTION PLAN (Maternal Child Health)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 3 – Action Plan – Maternal Child Health	EA	1	\$12,500.00	\$12,500.00
TOTAL		1	\$12,500.00	\$12,500.00

MATERNAL CHILD HEALTH

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Exhibit G 1.1.1)	QTR	2	\$12,500.00	\$25,000.00
TOTAL		2	\$12,500.00	\$25,000.00

ACTION PLAN (Teen Pregnancy Prevention)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase III – Action Plan – Teen Pregnancy Prevention	EA	1	\$31,951.00	\$31,951.00
TOTAL		1	\$31,951.00	\$31,951.00



**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:
Tracey Thomas

Contract No: **ADHS16-098369**

Amendment No **1**

TEEN PREGNANCY PREVENTION

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i e Exhibit E 1 1 1)	QTR	2	\$31,951.50	\$63,903.00
TOTAL		2	\$31,951.50	\$63,903.00

PHASE ONE (1), PHASE TWO (2), PHASE THREE (3) GRAND TOTAL

ITEM/SERVICE DESCRIPTION				TOTAL
TOTAL				\$360,682.00



**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 Bell-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.

<p>Gila County Health Department Contractor Name</p> <p>1400 E Ash ST – Gila County Finance Address</p> <p>Globe AZ 85501 City State Zip</p>	<p align="center">CONTRACTOR SIGNATURE</p> <p align="center"><i>Michael A. Pastor</i></p> <hr/> <p align="center">Contractor Authorized Signature</p> <hr/> <p align="center">Michael A. Pastor Printed Name</p> <hr/> <p align="center">Chairman, Board of Supervisors Title</p>
<p align="center">CONTRACTOR ATTORNEY SIGNATURE</p> <p>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.</p> <p><i>Jefferson R. Dalton</i> 9/15/15 Signature Date</p> <p>Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief Printed Name</p>	<p>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.</p> <p>State of Arizona</p> <p>Signed this <u>6</u> day of <u>October</u> 20<u>15</u></p> <p><i>[Signature]</i> Procurement Officer</p>
<p>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.</p> <p><i>John Handy</i> 11-02-15 Signature Date</p> <p>Assistant Attorney General</p> <p>Printed Name: <i>JO-ANN HANDY</i></p>	<p>Reserved for use by the Secretary of State</p> <p>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.</p>



**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

- 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.

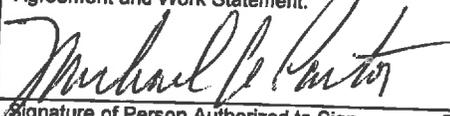
Arizona Transaction (Sales) Privilege: _____
 Federal Employer Identification No.: _____
 Tax License No.: _____
 Contractor Name: _____
 Address: _____

FOR CLARIFICATION, CONTACT:

Name: Nancy Rutherford
 Phone: (928) 402-8517
 Fax No: (928) 425-0794
 Email: nrutherford@gilacountyaz.gov

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.


 Signature of Person Authorized to Sign Date 6-9-15

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


 Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.


 Signature of Person Authorized to Sign Date 6-9-15

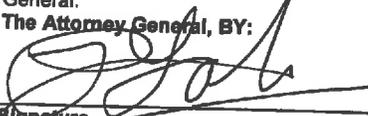
Bryan Chambers, Deputy County Attorney/Civil Bureau Chief

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:


 Signature Date 6/29/15

Assistant Attorney General: Patricia Kallaga

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS
ADHS15-094962	

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	INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS
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	INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS
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	INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS
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	INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS
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	INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS
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	INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS
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	INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS
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	INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS
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	INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS
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	INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS
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	INTERGOVERNMENTAL AGREEMENT (IGA) TERMS AND CONDITIONS
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	INTERGOVERNMENTAL AGREEMENT (IGA) SCOPE OF WORK
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.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) SCOPE OF WORK
ADHS15-094962	

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;

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) SCOPE OF WORK
ADHS15-094962	

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);

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) SCOPE OF WORK
ADHS15-094962	

- 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.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) SCOPE OF WORK
ADHS15-094962	

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

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) SCOPE OF WORK
ADHS15-094962	

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. 18th Avenue, Suite 300
 Phoenix, AZ 85007
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:

Main Contact for Program Management Correspondence	Name: Nancy Rutherford Title: Health Programs Manager Email: nrutherford@gilacountyaz.gov Phone: (928)402-8517
Main contact for finance Management Correspondence	Name: Sarah Chavez Title: Fiscal Accounting Clerk Email: schavez@gilacountyaz.gov Phone: (928)402-4332

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT A EVIDENCE-BASED STRATEGIES FOR TOBACCO
ADHS15-094962	

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) 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	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094962	EXHIBIT A EVIDENCE-BASED STRATEGIES FOR TOBACCO

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	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT B EVIDENCE-BASED STRATEGIES FOR CHRONIC DISEASE
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	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094962	EXHIBIT B EVIDENCE-BASED STRATEGIES FOR CHRONIC DISEASE

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	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT C EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)
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

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094962	EXHIBIT C
	EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)

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	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094962	EXHIBIT C EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)

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	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094962	EXHIBIT D EVIDENCE-BASED STRATEGIES FOR PUBLIC HEALTH ACCREDITATION PREPARATION

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	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15- 094962	EXHIBIT E EVIDENCE-BASED STRATEGIES FOR TEEN PREGNANCY PREVENTION

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	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT F EVIDENCE-BASED STRATEGIES FOR FAMILY PLANNING
ADHS15- 094962	

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	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15- 094962	EXHIBIT G EVIDENCE-BASED STRATEGIES FOR MATERNAL AND CHILD HEALTH

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
TOTAL		1	\$6,752	\$6,752

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
TOTAL		4	\$29,817.66	\$119,270.64

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
TOTAL		4	\$2,244.34	\$8,977.36

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
TOTAL		1	\$8,700	\$8,700

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
TOTAL		4	\$8,762	\$35,048

Contract Number	Intergovernmental Agreement (IGA) Attachment 2 PRICE SHEET PHASE 2
ADHS15- 094962	

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.
PHASE 2 ACTION PLAN TOTAL		1	\$7,000.	\$7,000.

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
PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT TOTAL		3	\$10,460	\$31,380

PHASE ONE AND PHASE TWO GRAND TOTAL

ITEM/SERVICE DESCRIPTION				TOTAL
PHASE 1 & 2 GRAND TOTAL				\$217,128

PHASE ONE AND PHASE TWO TOTAL

ITEM / SERVICE DESCRIPTION				TOTAL
PHASE 1 & 2 TOTAL				\$217,128

Contract Number	Intergovernmental Agreement (IGA) Attachment 3 PRICE SHEET PHASE 3
ADHS15-094962	

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
TOTAL				

PHASES ONE, TWO and THREE: GRAND TOTAL

ITEM/SERVICE DESCRIPTION				TOTAL
PHASE 1, 2 & 3 GRAND TOTAL				

ARF-3606

Consent Agenda Item 3. G.

Regular BOS Meeting

Meeting Date: 02/16/2016

Submitted For: Marian Sheppard Submitted By: Laurie Kline, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

GC Rodeo Committee Special Event Liquor License Application for February 13, 2016.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

This request was submitted in late January; however, it was too late to be placed on the Board of Supervisors' February 2, 2016, meeting agenda, and the next scheduled regular meeting of the Board of Supervisors' was not until this date, February 16, 2016.

Evaluation

The Clerk of the Board of Supervisors reviewed the application and determined that it has been filled out correctly.

Conclusion

This civic organization has properly completed the application and if the Board of Supervisors approves the application, the Gila County Rodeo Committee will have used 1 day of the allowable 10 days to serve liquor at a special event in 2016.

Recommendation

The Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the DLLC for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Gila County Sheriff's Sweetheart Dance that was held at the Gila County Fairgrounds Exhibit Hall on February 13, 2016.

Attachments

Application Special Event Liquor License



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

FOR DLIC USE ONLY	
Event Date(s):	
Event time start/end:	
CSR:	
License:	

APPLICATION FOR SPECIAL EVENT LICENSE
 Fee= \$25.00 per day for 1-10 days (consecutive)
 Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Gila County Rodeo Committee

SECTION 2 Non-Profit/IRS Tax Exempt Number: 61-1658683

SECTION 3 The organization is a: (check one box only)

- Charitable Fraternal (must have regular membership and have been in existence for over five (5) years)
- Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? Yes No

Name of Business	License Number	Phone (include Area Code)
------------------	----------------	---------------------------

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
- Dispense and serve all spirituous liquors under retailer's license
- Dispense and serve all spirituous liquors under special event
- Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: Gila County Fairgrounds

Address of Location: Fairground Globe, Gila, Arizona 85502

Street	City	COUNTY	State	Zip
--------	------	--------	-------	-----

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Brewer Charles Olen 09/13/1947

Last	First	Middle	Date of Birth
------	-------	--------	---------------

2. Applicant's mailing address: P O Box 804 Globe Arizona 85502

Street	City	State	Zip
--------	------	-------	-----

3. Applicant's home/cell phone: (928) 200-1237 Applicant's business phone: (928) 200-1237

4. Applicant's email address: cbrewer@circlek.com

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 0
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Gila County Rodeo Committee Percentage: 100%

Address PO Box 1538 Globe, Arizona 85502

Name _____ Percentage: _____

Address _____

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police 2 Number of Security Personnel Fencing Barriers

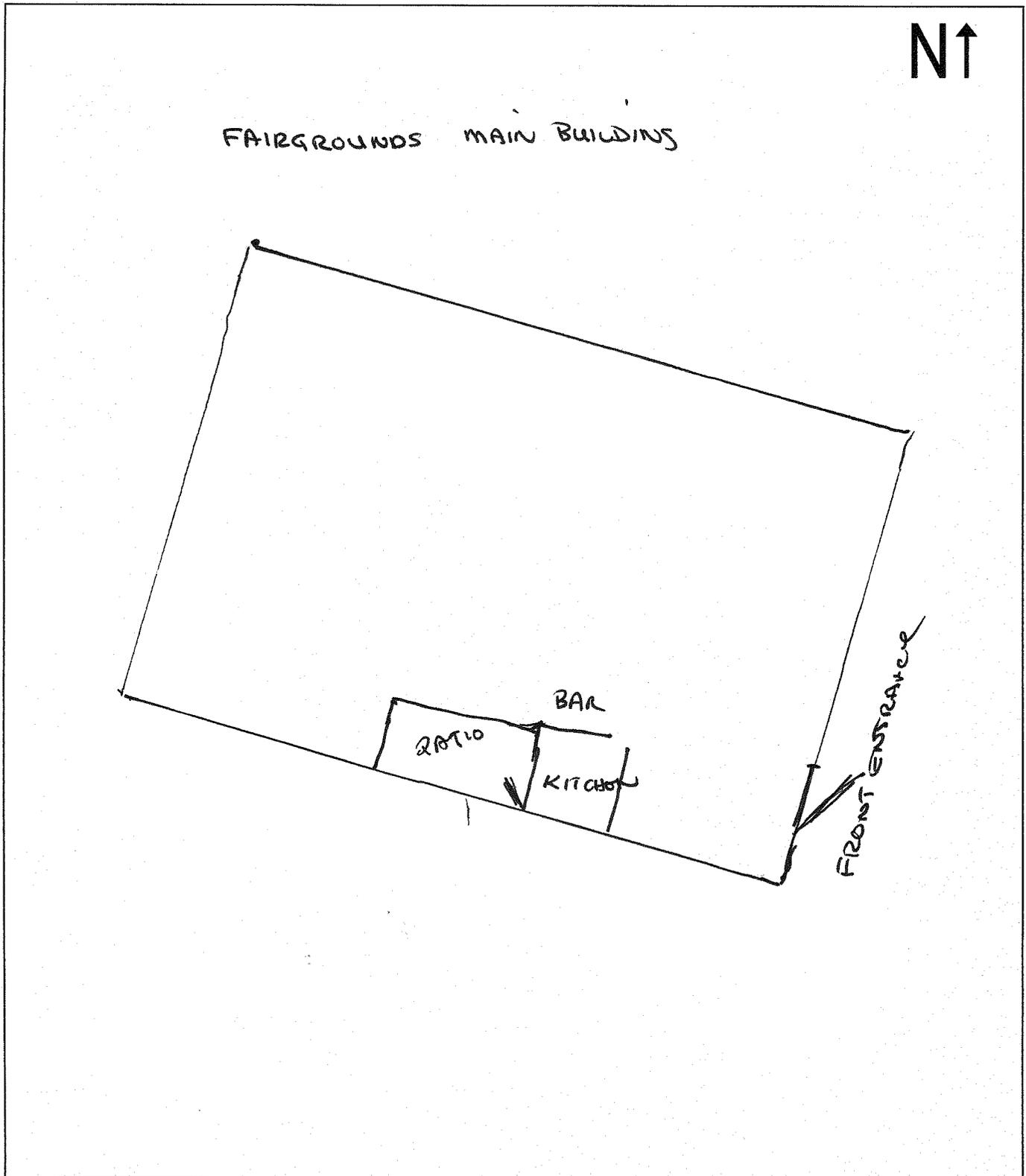
Explanation: Event will be held in the main building at the Fairgrounds. The event is the Gila County Sheriffs Valentine Dance.

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>02/13/2016</u>	<u>Friday</u>	<u>7:00 PM</u>	<u>12:00PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

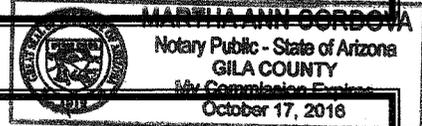
I, (Print Full Name) Charles O. Brewer declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Charles O Brewer Signature Title/ Position Chairman Date 2-1-14 Phone Number 928-200-1237

The foregoing instrument was acknowledged before me this 1st Day February Month 2016 Year

State Arizona County of Gila

My Commission Expires on: Oct. 17, 2016 Date Signature of Notary Public Martha Ann Cordova



SECTION 14 This section is to be completed only by the applicant named in Section 9.

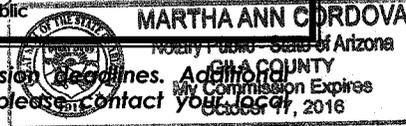
I, (Print Full Name) Charles O. Brewer declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Charles O Brewer Signature Title/ Position Chairman Date 2-1-14 Phone Number 928-200-1237

The foregoing instrument was acknowledged before me this 1st Day February Month 2016 Year

State Arizona County of Gila

My Commission Expires on: Oct. 17, 2016 Date Signature of Notary Public Martha Ann Cordova



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ recommend APPROVAL DISAPPROVAL
 (Government Official) (Title)

On behalf of _____, _____, _____, _____
 (City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

ARF-3596

Consent Agenda Item 3. H.

Regular BOS Meeting

Meeting Date: 02/16/2016

Submitted For: Eric Mariscal, Submitted By: Cate Gore, Elections Assistant
Director

Department: Elections Department

Information

Request/Subject

Adoption of an Order to Designate Polling Places and Appoint Poll Workers for the March 22, 2016, Presidential Preference Election.

Background Information

Arizona Revised Statute §16-411 provides that the Board of Supervisors shall designate polling places for each precinct.

Arizona Revised Statute §16-531 provides that the Board of Supervisors shall designate poll workers and election board workers.

Evaluation

Arizona Revised Statutes §16-411 and §16-531 require the adoption of this Order.

Conclusion

An Order must be adopted by the Board of Supervisors in order to designate polling places and appoint poll workers and the election board workers within Gila County.

Recommendation

The Elections Director recommends that the Board of Supervisors adopt this Order.

Suggested Motion

Adoption of an Order designating polling places and the appointment of poll workers and election board workers for the purpose of conducting the March 22, 2016, Presidential Preference Election.

Attachments

Order

Arizona Revised Statute 16-531

Arizona Revised Statute 16-411

ORDER

IT IS HEREBY ORDERED by the Board of Supervisors of Gila County, that the polling place locations listed on Attachment A are hereby designated as polling places for the thirty-nine (39) election precincts within Gila County for the Presidential Preference Election to be held within Gila County, Arizona, on Tuesday, March 22, 2016.

IT IS FURTHER ORDERED that the persons listed on Attachment B be appointed to serve as Poll Workers for the purpose of conducting the Presidential Preference Election to be held in Gila County, Arizona, on Tuesday, March 22, 2016.

IT IS FURTHER ORDERED that the persons listed on Attachment C be appointed to serve as Election Board Workers for the purpose of conducting the Presidential Preference Election to be held in Gila County, Arizona, on Tuesday, March 22, 2016.

BE IT FURTHER ORDERED that all substitutions to Poll Workers or Election Board Workers made prior to, during and following Election Day, for the purpose of completing the election process are considered by this Order, appointed and approved.

DATED this 16th day of February 2016, in Globe, Gila County, Arizona.

Gila County Board of Supervisors

Michael A. Pastor, Chairman

Attest:

Marian Sheppard, Clerk of the Board

Precinct Consolidation Plan for the 2016 Presidential Preference Election

DISTRICT 1 – Globe No. 2 (105) /Globe No. 3 (110) /Globe No. 4 (115) /Globe No. 6 (120) / East Globe (140) Congressional District 1
DISTRICT 2 – Globe No. 2 (100) /Globe No. 7 (125) /Globe No. 8 (130) /Globe No 11 (135) / Central Heights (175) /180 Congressional District 1
DISTRICT 3 – Miami No. 1 (150) /Miami No. 3 (155) /Claypool No. 1 (160) / Claypool No. 2 (165) /Claypool No. 3 (170) /Wheatfields (185) Congressional District 1
DISTRIST 4 -Tonto Basin (330) Congressional District 4
DISTRICT 5 – Payson No. 1 (200) /Payson No. 2 (205) Congressional District 4
DISTRICT 6 - Payson No. 3 (210) Congressional District 4
DISTRICT 7 - Payson No. 4 (215) /Payson No. 5 (220) Congressional District 4
DISTRICT 8 – Payson No. 6 (225) /Payson No. 7 (230) /Payson No. 8 (235) Congressional District 4
DISTRICT 9 - Star Valley (240) Congressional District 4
DISTRICT 10 - Pine-Strawberry East (310) /Pine Strawberry West (315) Congressional District 4
DISTRICT 11 - Young (340) Congressional District 4
DISTRICT 12 – Zane Grey (345) Congressional District 4
DISTRICT 13 - Gisela (305) Congressional District 4
DISTRICT 14 – Copper Basin (300) Congressional District 1
DISTRICT 15 - Canyon Day (400) Congressional District 1
DISTRICT 16 - Carrizo (405) Congressional District 1
DISTRICT 17 - San Carlos (410) Congressional District 1
DISTRICT 18 - Roosevelt (320) Congressional District 1 (All Mail)
DISTRICT 19 - Sierra Ancha (325) Congressional District 4 (All Mail)
DISTRICT 20 -Whispering Pines (335) Congressional District 4 (All Mail)

POLLING PLACES AND POLL WORKERS
Presidential Preference Election March 22, 2016

PRECINCT NAME AND NUMBER		POLING PLACE
LAST NAME	FIRST NAME	POSITION
District 1		Elks Lodge
Battesa	Amanda	Inspector
Rasmussen	James	Ballot Judge
Alexander	John D.	Sig Judge
Jacques	Jean	ID Clerk
Nancarrow	Pearl	Poll List Clerk
Krank	Janice	Prov Clerk
Miller	Sheldon	Marshal
District 2		Globe - Miami Chamber of Commerce
Cook	Janice	Inspector
Belarde	Estelle	Ballot Judge
Allwood	Laura	Sig Judge
Andress	Susie	ID Clerk
Plunkett	Emelie	Poll List Clerk
Anderson	Donna	Prov Clerk
Mattern	Sharon	Marshal
District 3		Miami High School
Dutcher	Leneve	Inspector
Dutcher	Jim	Bal Judge/Marshal
Weishaar	Pam	Signature Judge
Peek	Luann	ID Clerk
Armijo	Eddie	Poll List Clerk
Hegbloom	Melva	Provisional Clerk
District 4		Tonto Basin Chamber of Commerce
Jackson	Barbara	Inspector
		Ballot Judge
DeFrance	Nancy	Signature Judge
Hardy	Linda	ID Clerk/Poll List Clerk
Randall	Christyne	Provisional Clerk/ Marshal

POLLING PLACES AND POLL WORKERS
Presidential Preference Election March 22, 2016

PRECINCT NAME AND NUMBER		POLLING PLACE
LAST NAME	FIRST NAME	POSITION
District 5		Community Presbyterian Church
DENNING	SHARON	Inspector
NUTTER	KATHLEEN	Ballot Judge
GODFREY	Lynn	Sig Judge
Pate	William	ID Clerk
RICHARDS	RUTH ANN	Poll List Clerk
SMITH	GRANT	Marshal
Scott	Elizabeth	Provisional Clerk
District 6		Expedition Church
Marquette	Sandy	Inspector
		Ballot Judge
Marquette	John	Signature Judge
Martin	Eileen	ID Clerk
Lootans	Jean	Poll List Clerk
Miller	Barbara	Provisional Clerk
McKinney	Andy	Marshal
District 7		Quality Inn
Withrow	Donald	Inspector
Thompason	Becky	Ballot Judge
Collins	Nobel	Signature Judge
Underwood	Barbara	ID Clerk
Mcclary	Sandy	Poll List Clerk
Janssen	Kristi	Provisional Clerk
		Marshal
District 8		Payson Public Library
Shulman	Vicki	Inspector
Miller	Frances	Ballot Judge
Caldwell	Luella	Signature Judge
Holmes	Margaret	ID Clerk
Shafferkoetter	Judy	Poll List Clerk
Sturgis	Margie	Prov Clerk
Budniak	Thomas	Marshal
District 9		Star Valley Baptist Church
Stevens	Terri	Inspector
Dalby	Wilma	Ballot Judge
Burreson	Aleah	Sig Judge/Poll List
		ID Clerk
		Provisional Clerk
Stevens	John	Marshal

**POLLING PLACES AND POLL WORKERS
 Presidential Preference Election March 22, 2016**

PRECINCT NAME AND NUMBER		POLLING PLACE
LAST NAME	FIRST NAME	POSITION
District 10		First Baptist Church of Pine
Prins	Lee	Inspector
Neumann	Marge	Ballot Judge
		Sig Judge/Poll List
Brandt	Barbara	ID Clerk
		Provisional Clerk
Vleite	Hause	Marshal
District 11		Pleasant Valley Community Center
CORTEZ	CURTIS	Inspector
Dilley	Carolyn	Ballot Judge
Biberry	Ruth	Signature Judge
Freegard	Marylin	ID Clerk
Loehr	Nancy	Provisional Clerk
Dilley	Barry	Marshal
District 12		Church
DANIELS	JEFF	Inspector
DANIELS	DIANE	Ballot Judge
Sundra	Steve	Signature Judge
		ID Clerk
		Provisional Clerk
District 13		Gisela Community Center
Kirch	Mark	Inspector
Demack	George	Ballot Judge
Hayhurst	Lois	Signature Judge
Johnson	Brenda	ID Clerk
Jacobs	Marilyn	Provisional Clerk
Loehr	Raymond	Marshal
District 14		Auditorium
Aguirre	Debra	Inspector
Greenwood	Gwynette	Ballot Judge
Olmos	Judas	Signature Judge
		ID Clerk
		Provisional Clerk
Bravo	Estanislado	Marshal

POLLING PLACES AND POLL WORKERS
Presidential Preference Election March 22, 2016

PRECINCT NAME AND NUMBER		POLLING PLACE
LAST NAME	FIRST NAME	POSITION
District 15		Canyon Day Jr. High
Burnette Sr.	Vino	Inspector
ALTAHA	VIRGINIA	Ballot Judge
BURNETTE	BRENDA	Sig Judge
ALTAHA	DLEBERT	ID Clerk
ANTONIO	RICHIARD	Poll List Clerk
FALL	ANGELINA	Prov Clerk
CHINO	RAYMUS	Marshal
District 16		Assembly of God Church
Gooday	Rosie-Anna	Inspector
Truax	Larue	Ballot Judge
Altaha	Clarinda	Sig Judge/Prov Clk
Nashio	Lorinda	ID Clerk
District 17		San Carlos Rice Gym
Pennell	Yodonna	Inspector
Brown	Candelaria	Ballot Judge
Goseyun	Anthonia	Signature Judge
Omahoya	Salina	ID Clerk
Goode	Josephine	Provisional Clerk
Gilson Jr.	Richard	Marshal
District 18, 19		Roosevelt Baptist Church
Burrue	Pam	Inspector
Elwood	Dorothy	Ballot Judge
Livingston	Micky	Signature Judge
District 20		East Verde Baptist Church
JONES	LOIS	Inspector
JONES	BOBBY	Ballot Judge
		Signature Judge
Cahalan	Maureen	ID Clerk
		Provisional Clerk
Winkle	Mary Jane	Marshall

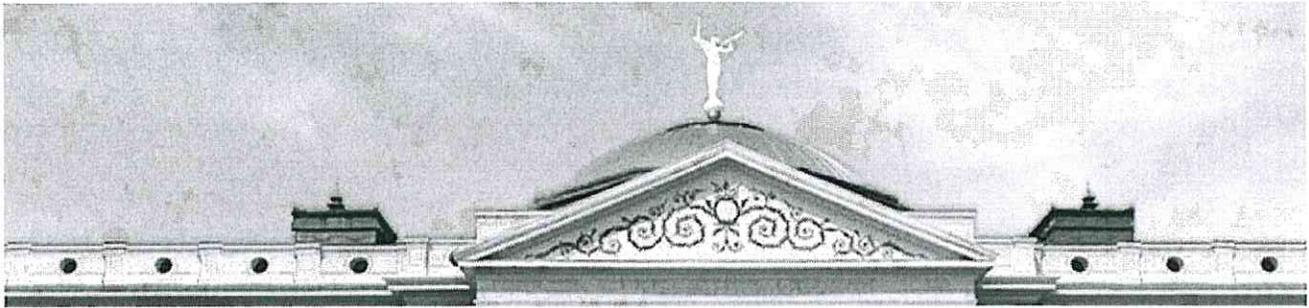
ELECTION WORKERS FOR PRESIDENTIAL PREFERENCE ELECTION MARCH 22, 2016

Attachment C

Accuracy & Certification	Early Board	Night Board	Pick-up Transportation
Alvarez, Alfonzo	Barefoot, Janine	Gore, AJ	Cunningham, Jamie
Griffin, Jacque	Gameros, Irene	Guthrey, Debbie	Gonzales, Antoinette
Hawkins, Beverly	Hawkins, Beverly	Gregovich-Benton, Franceen	House, Yvonne
Mariscal, Eric	Moorehead, Judy	Hawkins, Beverly	Moore, Gary
	Moorehead, Sam	Mundy, Dixie	Simmes, Dianna
	Mundy, Dixie	Rogers, Olga	Spea, Jack
Audit/Hand Count	Skamel, Joseph		Stemm, John
Alvarez, Alfonso	Stemm, John R.		Stemm, Mary
Cook, Janice	Stemm, Mary		Taylor, Becky
Gore, Cate	Beverly, Woods		Taylor, Curtis
Mariscal, Eric			Valenzuela, Beverly
Rogers, Dave			Valenzuela, Eddie
Data Processing			Williams, Steve
Alvarez, Alfonzo			Young, Mike
Gore, Cate			
Mariscal, Eric			
Rogers, Dave			
	Trouble Shooters	Snag	
	Alvarez, Alfonzo	Alfonzo, Alvarez	
	Baer, Jeff	Dalton, Jeff	
	Griffin, Jacque	Mariscal, Eric	
Interpreters	Hawkins, Beverly	McDaniel, Don	
Alvarez, Alfonzo	Homan, Tom		
Goode, Josephine	Mariscal, Eric		
Jones, Miriam	Velasquez, Margie		

Arizona State Legislature

Bill Number Search:



Fifty-second Legislature - Second Regular Session

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16-531. Appointment of election boards and tally boards; qualifications

A. When an election is ordered, and not less than twenty days before a general or primary election, the board of supervisors shall appoint for each election precinct one inspector, one marshal, two judges and as many clerks of election as deemed necessary. The inspector, marshal, judges and clerks shall be qualified voters of the precinct for which appointed, unless there is not a sufficient number of persons available to provide the number of appointments required. The inspector, marshal and judges shall not have changed their political party affiliation or their no party preference affiliation since the last preceding general election, and if they are members of the two political parties that cast the highest number of votes in the state at the last preceding general election, they shall be divided equally between these two parties. There shall be an equal number of inspectors in the various precincts in the county who are members of the two largest political parties. In each precinct where the inspector is a member of one of the two largest political parties, the marshal in that precinct shall be a member of the other of the two largest political parties. Whenever possible, any person appointed as an inspector shall have had previous experience as an inspector, judge, marshal or clerk of elections. If there is no qualified person in a given precinct, the appointment of an inspector may be made from names provided by the county party chairman. If not less than ninety days before the election the chairman of the county committee of either of the parties designates qualified voters of the precinct, or of another precinct if there are not sufficient members of his party available in the precinct to provide the necessary representation on the election board as judge, such designated qualified voters shall be appointed. The judges, together with the inspector, shall constitute the board of elections. Any registered voter in the election precinct, or in another election precinct if there are not sufficient persons available in the election precinct for which the clerks are being appointed, may be appointed as clerk.

B. If the election precinct consists of fewer than three hundred qualified electors, the board of supervisors may appoint not fewer than one inspector and two judges. The board of supervisors shall give notice of election precincts consisting of fewer than three hundred qualified electors to the county chairmen of the two largest political parties not later than thirty days before the election. The inspector and judges shall be appointed in the same manner by party as provided in subsection A of this section.

C. If a nonpartisan election is ordered, not less than twenty days before the election the governing board holding the election shall appoint, without consideration for political party, a minimum of three election workers for each polling place. The election workers shall consist of at least one inspector and two judges. Whenever possible, they shall be qualified electors of the precinct located within the district, without consideration for political party.

D. Where the election precinct consists of three hundred fifty or more qualified electors, the board of supervisors may in addition to the board of elections appoint a similar board to be known as the tally board. The tally board shall take custody of the ballots from the closing of the polls until the tally of the ballots is completed. The tally board shall consist of the inspector of the board of elections, two judges and not less than two clerks. The inspector and two judges shall be appointed to provide as equal as practicable representation of members of the two largest political parties on the board in the same manner as provided for the election boards. Any registered voter in the election precinct, or in another election precinct if there are not sufficient persons available in the election precinct for which the clerks are being appointed, may be appointed as clerk. A member appointed to serve on the tally board, with the exception of the inspector of the board of elections, shall not be appointed to serve on the board of elections. The inspector of the board of elections shall be a member of the tally board and during such time shall act as the supervisor of the tally board. No United States, state, county or precinct officer, nor a candidate for office at the election, other than a precinct committeeman or a candidate for the office of precinct committeeman, is qualified to act as judge, inspector, marshal or clerk.

E. If an electronic voting system is in use the write-in ballots shall be tallied by a board of elections consisting of one inspector and two judges who are appointed in the same manner by party as provided in subsection A of this section.

F. At least ten days before a special election, the governing body conducting the election may in like manner appoint a special tally board or boards for the specific purpose of tallying the ballots on the closing of the polls. The tally boards shall consist of at least one inspector and two judges. The inspector of the board of elections shall act as the supervisor of the tally board.

G. Notwithstanding any other law, the board of supervisors may appoint to an election board to serve as a clerk of election a person who is not eligible to vote if all of the following conditions are met:

1. The person is a minor who will be at least sixteen years of age at the time of the election for which the person is named to the election board.

2. The person is a citizen of the United States at the time of the election for which the person is named to the election board.

3. The person is supervised by an adult who has been trained as an elections officer.

4. The person has received training provided by the officer in charge of elections.

5. The parent or guardian of the person has provided written permission for the person to serve.

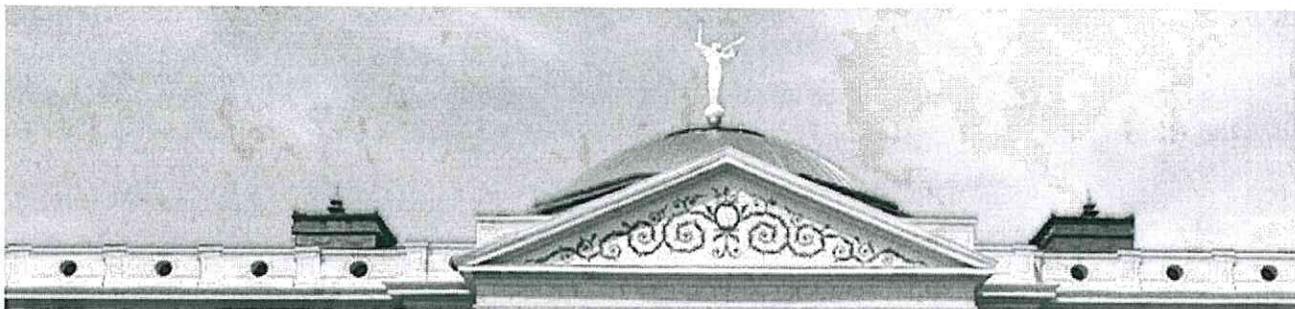
H. A school district or charter school shall not be required to reduce its average daily membership, as defined in section 15-901, for any pupil who is absent from one or more instructional programs as a result of the pupil's service on an election board pursuant to subsection G of this section.

I. A school district or charter school shall not count any pupil's absence from one or more instructional programs as a result of the pupil's service on an election board pursuant to subsection G of this section against any mandatory attendance requirements for the pupil.

J. Nothing in this section shall prevent the board of supervisors or governing body from refusing for cause to reappoint, or from removing for cause, an election or tally board member.

Arizona State Legislature

Bill Number Search:



Fifty-second Legislature - Second Regular Session

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16-411. Designation of election precincts and polling places; voting centers; electioneering; wait times

A. Except as prescribed by subsection J of this section, the board of supervisors of each county, on or before December 1 of each year preceding the year of a general election, by an order, shall establish a convenient number of election precincts in the county and define the boundaries of the precincts. The election precinct boundaries shall be so established as included within election districts prescribed by law for elected officers of the state and its political subdivisions including community college district precincts, except those elected officers provided for in titles 30 and 48.

B. Not less than twenty days before a general or primary election, and at least ten days before a special election, the board shall designate one polling place within each precinct where the election shall be held, except that:

1. On a specific finding of the board, included in the order or resolution designating polling places pursuant to this subsection, that no suitable polling place is available within a precinct, a polling place for that precinct may be designated within an adjacent precinct.

2. Adjacent precincts may be combined if boundaries so established are included in election districts prescribed by law for state elected officials and political subdivisions including community college districts but not including elected officials prescribed by titles 30 and 48. The officer in charge of elections may also split a precinct for administrative purposes. The polling places shall be listed in separate sections of the order or resolution.

3. On a specific finding of the board that the number of persons who are listed as permanent early voters pursuant to section 16-544 is likely to substantially reduce the number of voters appearing at one or more specific polling places at that election, adjacent precincts may be consolidated by combining polling places and precinct boards for that election. The board of supervisors shall ensure that a reasonable and adequate number of polling places will be designated for that election. Any consolidated polling places shall be listed in separate sections of the order or resolution of the board.

4. On a specific resolution of the board, the board may authorize the use of voting centers in place of or in addition to specifically designated polling places. A voting center shall allow any voter in that county to receive the appropriate ballot for that voter on election day and lawfully cast the ballot. Voting centers may be established in coordination and consultation with the county recorder, at other county offices or at other locations in the county deemed appropriate.

C. If the board fails to designate the place for holding the election, or if it cannot be held at or about the place designated, the justice of the peace in the precinct, two days before the election, by an order, copies of which the justice of the peace shall immediately post in three public places in the precinct, shall designate the place within the precinct for holding the election. If there is no justice of the peace in the precinct, or if the justice of the peace fails to do so, the election board of the precinct shall designate and give notice of the place within the precinct of holding the election. For any election in which there are no candidates for elected office appearing on the ballot, the board may consolidate polling places and precinct boards and may consolidate the tabulation of results for that election if all of the following apply:

1. All affected voters are notified by mail of the change at least thirty-three days before the election.

2. Notice of the change in polling places includes notice of the new voting location, notice of the hours for voting on election day and notice of the telephone number to call for voter assistance.

3. All affected voters receive information on early voting that includes the application used to request an early voting ballot.

D. The board is not required to designate a polling place for special district mail ballot elections held pursuant to article 8.1 of this chapter, but the board may designate one or more sites for voters to deposit marked ballots until 7:00 p.m. on the day of the election.

E. Except as provided in subsection F of this section, a public school shall provide sufficient space for use as a polling place for any city, county or state election when requested by the officer in charge of elections.

F. The principal of the school may deny a request to provide space for use as a polling place for

any city, county or state election if, within two weeks after a request has been made, the principal provides a written statement indicating a reason the election cannot be held in the school, including any of the following:

1. Space is not available at the school.

2. The safety or welfare of the children would be jeopardized.

G. The board shall make available to the public as a public record a list of the polling places for all precincts in which the election is to be held including identification of polling place changes that were submitted to the United States department of justice for approval.

H. Except in the case of an emergency, any facility that is used as a polling place on election day or that is used as an early voting site during the period of early voting shall allow persons to electioneer and engage in other political activity outside of the seventy-five foot limit prescribed by section 16-515 in public areas and parking lots used by voters. This subsection shall not be construed to permit the temporary or permanent construction of structures in public areas and parking lots or the blocking or other impairment of access to parking spaces for voters. The county recorder or other officer in charge of elections shall post on its website at least two weeks before election day a list of those polling places in which emergency conditions prevent electioneering and shall specify the reason the emergency designation was granted and the number of attempts that were made to find a polling place before granting an emergency designation. If the polling place is not on the website list of polling places with emergency designations, electioneering and other political activity shall be permitted outside of the seventy-five foot limit. If an emergency arises after the county recorder or other officer in charge of elections' initial website posting, the county recorder or other officer in charge of elections shall update the website as soon as is practicable to include any new polling places, shall highlight the polling place location on the website and shall specify the reason the emergency designation was granted and the number of attempts that were made to find a polling place before granting an emergency designation.

I. For the purposes of this section, a county recorder or other officer in charge of elections shall designate a polling place as an emergency polling place and thus prohibit persons from electioneering and engaging in other political activity outside of the seventy-five foot limit prescribed by section 16-515 but inside the property of the facility that is hosting the polling place if any of the following occurs:

1. An act of god renders a previously set polling place as unusable.

2. A county recorder or other officer in charge of elections has exhausted all options and there are no suitable facilities in a precinct that are willing to be a polling place unless a facility can be given an emergency designation.

J. The secretary of state shall provide through the instructions and procedures manual adopted pursuant to section 16-452 the maximum allowable wait time for any election that is subject to section 16-204 and provide for a method to reduce voter wait time at the polls in the primary and general elections. The method shall consider at least all of the following for primary and general elections in each precinct:

1. The number of ballots voted in the prior primary and general elections.

2. The number of registered voters who voted early in the prior primary and general elections.

3. The number of registered voters and the number of registered voters who cast an early ballot for the current primary or general election.

4. The number of election board members and clerks and the number of rosters that will reduce voter wait time at the polls.

K. The board of supervisors of a county shall not change precinct lines during the period after July 31, 2008 and before January 1, 2011. The board of supervisors may subdivide an election precinct for administrative purposes or may provide for more than one polling place within the boundaries of the election precincts established for use in voting in elections held after July 31, 2008 and before January 1, 2011. In providing for multiple polling places within a precinct, the board of supervisors shall consider the particular population characteristics of each precinct in order to provide the voters the most reasonable access to the polls possible.

ARF-3617

Consent Agenda Item 3. I.

Regular BOS Meeting

Meeting Date: 02/16/2016

Submitted By: Marian
Sheppard, Clerk
of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Quit Claim Deed for Sale of Assessor's Parcel No. 207-15-041

Background Information

On May 5, 2015, the Board of Supervisors adopted Resolution No. 15-05-05 which outlines the policy and procedures for the sale of land held by the State of Arizona under tax deed. The procedures allow the Clerk of the Board to sell these parcels over the counter for the lien amount. A separate \$15 fee is required to be paid by the purchaser in order to record the Quit Claim Deed. The procedures also state that a consent agenda item will be submitted to the Board of Supervisors on a regular meeting agenda to obtain authorization from the Board for the Chairman's signature on the Quit Claim Deed.

Parcel number 207-15-041 was deeded to the State of Arizona c/o Board of Supervisors many years ago. It is a small parcel of unusable property that is located in Globe. Gina Reyes-Yacko is the owner of record for parcel number 207-15-040 and she would like to purchase parcel number 207-15-041 because it adjoins parcel -040 and both parcels comprise Lot 54.

Evaluation

On February 8, 2016, the Clerk of the Board deposited a check from Gina Reyes-Yacko in the amount of \$47.70 with the Gila County Treasurer for the purchase of Assessor's tax parcel number 207-15-041.

Conclusion

The Board of Supervisors needs to authorize the Chairman's signature on the Quit Claim Deed so that it can be recorded and later mailed to the Ms. Reyes-Yacko. Ms. Reyes-Yacko has also paid \$15 to record the Quit Claim Deed.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors authorize the Chairman's signature on the Quit Claim Deed for the sale of Assessor's parcel number 207-15-041 to Gina Reyes-Yacko.

Suggested Motion

Authorization of the Chairman's signature on the Quit Claim Deed for the sale of Assessor's parcel number 207-15-041 to Gina Reyes-Yacko.

Attachments

Quit Claim Deed for Parcel No. 207-15-041

Treasurer's Receipt for Purchase of Parcel No. 207-15-041

2015 Property Tax Notice for Parcel No. 207-15-041

Survey Info and Map for Parcel No. 207-15-040

When recorded return to:
Marian Sheppard, Clerk
Gila County Board of Supervisors



GILA COUNTY QUIT-CLAIM DEED

THIS QUIT CLAIM DEED, made this day 16th day of February 2016, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and Gina Reyes-Yacko and Robert B. Yacko, Joint Tenants with Right of Survivorship, Grantees.

Address of Grantees: 2615 E. Acoma Drive, Phoenix, AZ 85032

RECITALS

WHEREAS, the real property hereinafter described was conveyed to the State of Arizona by Treasurer's Deed for the non-payment of taxes, which taxes had been legally assessed against, and became a lien upon, said property according to law; and

WHEREAS, the Gila County Board of Supervisors, on behalf of the State of Arizona, advertised and offered said property for sale to the highest bidder for cash in accordance with A.R.S. §42-18302 and 42-18303; and

WHEREAS, on the 8th day of February 2016, Grantees did purchase said property for the sum of \$47.70;

NOW, THEREFORE, in consideration of the premises, Grantor does hereby quit-claim to Grantees, the following described real property situated in the County of Gila, State of Arizona.

Assessor's Tax Parcel Number: 207-15-041

Legal Description:

SLY 37.0' OF LOT 54, NORTH GLOBE TOWNSHITE, PLAT 7 NE4 N4E SEC 2 T1N R15E, GILA COUNTY, AZ

Exempt from Affidavit of Property Value pursuant to A.R.S. §11-1134 (A) (3)

Grantor:

Attest:

Michael A. Pastor, Chairman
Gila County Board of Supervisors

Marian Sheppard, Clerk
Gila County Board of Supervisors

Account Number	AREA CODE	PRIMARY TAX RATE PER \$100 ASSESSED VALUE	SECONDARY TAX RATE PER \$100 ASSESSED VALUE	IRRIGATION DISTRICT \$ PER ACRE	2015 TAX SUMMARY	
R010874	0150	0.11528500	0.00392500		PRIMARY PROPERTY TAX	46.12
ASSESSMENT					LESS STATE AID TO EDUCATION	0.00
	VALUE IN DOLLARS	ASSMT %	NET ASSESSED VALUE	EXEMPTIONS	TAX RATE	TAX
LIMITED LAND, BLDGS, ETC	2,500	16.00	400	0	11.5285	46.12
LIMITED PERSONAL PROPERTY	0	0.00	0	0	11.5285	0.00
LIMITED TOTALS	2,500		400	0		46.12
FULL CASH LAND	2,500	16.00	400	0	0.3925	1.58
FULL CASH BUILDINGS, ETC	0	0.00	0	0	0.3925	0.00
FULL CASH PERSONAL PROPERTY	0	0.00	0	0	0.3925	0.00
FULL CASH TOTALS	2,500		400	0		1.58
					TOTAL TAX DUE	47.70

R010874 20715041		JURISDICTION	2014 TAXES	2015 TAXES
SITUS ADDRESS:		Gila County	0.00	16.76
LEGAL DESCRIPTION: Section: 0002 NORTH GLOBE TWNS PT OF LOT 54 NW NE NE (LOT 3 G L O) SEC 2 1N 15ES 37' M/L OF LOT 54		School Equalization	0.00	2.02
This is the only notice you will receive.		City Of Globe	0.00	5.07
Debora Savage Gila County Treasurer PO Box 1093 Globe, AZ 85502		Globe Unified S.D. #1 Maintena	0.00	18.85
THIS IS A CALENDAR YEAR TAX NOTICE		Gila Community College	0.00	3.42
		Fire District Assist Fund	0.00	0.40
		Gila County Library District	0.00	0.98
		CVIT	0.00	0.20
		TOTALS:	0.00	47.70

R010874 20715041

REYES-YACKO GINA AND
REYES ROBERT B.
2615 E. ACOMA DR
PHOENIX, AZ 85032

PAYMENT INSTRUCTIONS
To pay the 1st half installment, send the 1st half coupon with your payment postmarked no later than Nov 2, 2015. To pay the 2nd half installment, send the 2nd half coupon with your payment postmarked no later than May 2, 2016. To pay taxes for the full year, send the 1st half coupon with your payment postmarked no later than Dec. 31, 2015, and no interest will be charged for the current year.

Make your check payable to and mail to:
Gila County Treasurer
PO Box 1093
Globe, AZ 85502

THERE WILL BE A CHARGE FOR EACH RETURNED CHECK AND YOUR TAXES WILL REVERT TO AN UNPAID STATUS.

PLEASE INCLUDE YOUR ACCOUNT NUMBER ON YOUR CHECK.

2015 FIRST HALF PAYMENT COUPON DETACH AND RETURN WITH PAYMENT **Make checks payable to:** Payment in U.S. FUNDS ONLY
Due October 1, 2015, Delinquent after Nov. 2, 2015

Account Number: R010874 Parcel Number: 20715041

1

Delinquency Date First Half Payment
Penalty for late payment is 16% per year prorated monthly as of the 1st day of the month for payments postmarked after **November 2, 2015 at 5:00 PM** (ARS 42-18052 and ARS 42-18053).

If your mortgage company makes your property tax payments, consider this notice as a courtesy copy for your records only.

Debora Savage
Gila County Treasurer
PO Box 1093
Globe, AZ 85502

TO PAY 1ST HALF TAX PAY > \$0.00
TO PAY FULL YEAR TAX PAY ▶ \$47.70

REYES-YACKO GINA AND
REYES ROBERT B.
2615 E. ACOMA DR
PHOENIX, AZ 85032

DO NOT MARK IN THIS SPACE

2015 SECOND HALF PAYMENT COUPON DETACH AND RETURN WITH PAYMENT **Make checks payable to:** Payment in U.S. FUNDS ONLY
Due March 1, 2016, Delinquent after May 2, 2016

Account Number: R010874 Parcel Number: 20715041

2

Delinquency Date Second Half Payment
Penalty for late payment is 16% per year prorated monthly as of the 1st day of the month for payments postmarked after **5:00 P.M. May 2, 2016** (ARS 42-18052 and ARS 42-18053).

If your mortgage company makes your property tax payments, consider this notice as a courtesy copy for your records only.

Debora Savage
Gila County Treasurer
PO Box 1093
Globe, AZ 85502

TO PAY 2ND HALF TAX PAY \$0.00

REYES-YACKO GINA AND
REYES ROBERT B.
2615 E. ACOMA DR
PHOENIX, AZ 85032

DO NOT MARK IN THIS SPACE

Gila County Treasurer

P.O. Box 1093
Globe AZ 85502
PH: (928) 402-8702

Receipt2016-02-09-CA2-40463

*** REPRINT *** REPRINT *** REPRINT ***

Product	Name	Extended
1	Tax Payment R010874	\$47.70
		Account #: R010874
		Payment Amount: \$47.70
	Paid by: REYES-YACKO GINA AND REYES ROBERT B. 2615 E. ACOMA DR PHOENIX, AZ 85032	
		Effective Date: 2/9/16
		Balance remaining: \$0.00
Tax Charge Payment		\$47.70
<hr/>		
Total		\$47.70
Tender (check)		\$47.70
Number	6000048166	

*** REPRINT *** REPRINT *** REPRINT ***

Gila County COUNTY TREASURER
POBox1093
Globe,AZ85502
PH928-402-8702
Tue Feb 09 09:49:25 MST 2016 tpowell

2015 PROPERTY TAX NOTICE

Gila County

ARIZONA

Account Number	AREA CODE	PRIMARY TAX RATE PER \$100 ASSESSED VALUE	SECONDARY TAX RATE PER \$100 ASSESSED VALUE	IRRIGATION DISTRICT \$ PER ACRE	2015 TAX SUMMARY	
R010874	0150	0.11528500	0.00392500		PRIMARY PROPERTY TAX	0.00
ASSESSMENT					LESS STATE AID TO EDUCATION	0.00
	VALUE IN DOLLARS	ASSMT %	NET ASSESSED VALUE	EXEMPTIONS	TAX RATE	TAX
LIMITED LAND, BLDGS, ETC	210	16.19	34	-34	11.5285	0.00
LIMITED PERSONAL PROPERTY	0	0.00	0	0	11.5285	0.00
LIMITED TOTALS	210		34	-34		0.00
FULL CASH LAND	230	16.09	37	-37	0.3925	0.00
FULL CASH BUILDINGS, ETC	0	0.00	0	0	0.3925	0.00
FULL CASH PERSONAL PROPERTY	0	0.00	0	0	0.3925	0.00
FULL CASH TOTALS	230		37	-37		0.00
					TOTAL TAX DUE	0.00

R010874	20715041	JURISDICTION	2014 TAXES	2015 TAXES
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SITUS ADDRESS:

LEGAL DESCRIPTION:

Section: 0002 NORTH GLOBE TWNS PT OF LOT 54
 NW NE NE (LOT 3 G L O) SEC 2 1N 15ES 37' M/L OF
 LOT 54

This is the only notice you will receive.

Debora Savage
 Gila County Treasurer
 PO Box 1093
 Globe, AZ 85502

**THIS IS A
 CALENDAR YEAR
 TAX NOTICE**

TOTALS: 0.00 0.00

R010874 20715041

STATE OF ARIZONA
 C/O GILA COUNTY BOARD OF
 SUPERVISORS
 1400 E ASH ST GLOBE, AZ 85501

PAYMENT INSTRUCTIONS

To pay the 1st half installment, send the 1st half coupon with your payment postmarked no later than Nov 2, 2015. To pay the 2nd half installment, send the 2nd half coupon with your payment postmarked no later than May 2, 2016. To pay taxes for the full year, send the 1st half coupon with your payment postmarked no later than Dec. 31, 2015, and no interest will be charged for the current year.

Make your check payable to and mail to:

LEGEND

- ⊙ = Found monument as noted
- ▲ = Set 5/8" reber with tag #54335
- ⊠ = Set nail with tag #54335 or noted otherwise
- ⊗ = Calculated position
- ⊞ = Water meter
- +— = Fence
- · · — = Section line
- □ — = Block wall
- · · · · = Edge of dirt road
- · · · — = Top slope
- · · · · — = Slope flow line
- ⊞ = Carport

RESEARCH INFORMATION

GCR R.O.S. 4020.....R1
 GCR MAP #7, SHEET #2(NORTH GLOBE AZ).....R2 (SCALED)
 FILED AT GCR (NOT RECORDED).....R3
 SURVEY PLAT OF LOT 1, BLOCK 3
 LA MESA TERRACE 4/24/1953

OWNER OF RECORD

APN 207-15-040
 Per Fee #2015-009035

Gina Reyes-Yacko
 1258 W. Beruatti St.
 Globe, AZ 85501

SURVEY NARRATIVE

In October of 2015 D2 Surveying was contracted by Gina Yacko to perform a boundary survey on APN 207-15-040 and 207-15-041. Mrs. Yacko was informed by the county that there may be issues with the location of her home as it relates to her property lines. In addition to a Boundary Survey, Mrs. Yacko requested that D2 Surveying also provide information on a record of survey that would show the exact location of her home and other improvements on her property. Mrs. Yacko also requested that D2 Surveying show the limits of the adjoining property that Placido Reyes and Alfred L. Reyes (2 previous owners of subject parcels) have been required to perform routine maintenance on, in order to avoid water damage in the event of a rain storm.

SURVEYORS NOTES

Note 1: Map of North Globe Arizona Sheet #2 on file as Map #7 with Gila County Recorder's Office does not contain bearings or distances for the perimeter of Lot #54. For said lot #54 and adjacent lots, no Record of Survey could be found on file with Gila County or in the miscellaneous surveys that are stored at the Gila County Public Works Office. The only dimensions that could be found describing Lot 54 of said subdivision are shown on old Gila County Parcel Maps. These dimensions shown on older parcel maps have been removed by the county in the recent Parcel Map updates. It appears that these dimensions were scaled by Assessor's drafters and this surveyor has scaled a copy of the original and achieved very similar results.

Note 2: Concrete Steps were built in 1943 and it appears they were built along one side of a pathway that was approximately 6 feet wide and carved out of the native soil/bedrock material. In Book 5 of Deeds, Pg. 336, Fred (Ferdinand) Mussatto the original owner of Lot 54, conveyed a perpetual right of way and easement to Pete Sassoe over a portion of land approximately 6' in width. In this "Deed to Right of Way" the 6' portion of land is not dedicated to the City or accepted by the City of Globe to become a portion of public domain as shown on current tax maps. The calculations that were based on found monuments and scaled distances matched the alignment and location of the stairs very closely. This stairway is no longer in use nor is it accessible by the public from Beruatti St.

Note 3: The limits of this area is a portion of APN 207-15-039 (Lot 53 of Map #7) that has been maintained by Mr. Alfred Reyes for over 40 years in order to prevent property damage to parcel 207-15-040 or 041 in the event of a rain storm. According to the recollection of Mr. Alfred Reyes, no attempt by the owner of APN 207-15-039 has been made to prevent or mitigate any flood/water damage to the property owned by Reyes in the event of a rain storm.

Note 4: The portion of the driveway that falls outside of the boundary of subject parcel has been utilized since the construction of the home on the subject parcel since around 1915. Physical access has been limited to this driveway for nearly 100 years and there are no other feasible alternative access routes.

Note 5: In researching the Beruatti Street alignment the only document found was a map showing the proposed location of "Beruatti Rd". This map is on file in miscellaneous maps at the Gila County Engineers office. Unfortunately this alignment does not show any dimensions along Beruatti St. The graphical representation in relation to the existing roadway and property lines determined per this survey, appear to be in agreement with each other.

Note 6: APN 207-15-041 was originally deeded in 1922, per Book 36 of Deeds, Page 156. Two dimensions were used in this legal description; 33 feet from the Southwesterly corner along the Northwesterly boundary, and 37 feet along the Southeasterly boundary to the Southeast corner of the property. This parcel would eventually be conveyed to the State of Arizona per Treasures Deed in Bk 6 of Deeds Page 146 incorrectly as "the South 37' of Lot 54". This property was purchased by David Bryant who would later sell the property to Placido and Elisa Reyes per Dkt. 20, Page 105. No deeding action could be found after this incident and according to Assessor's research this parcel has been state assessed with no documentation of the State of Arizona re-acquiring this portion of land.

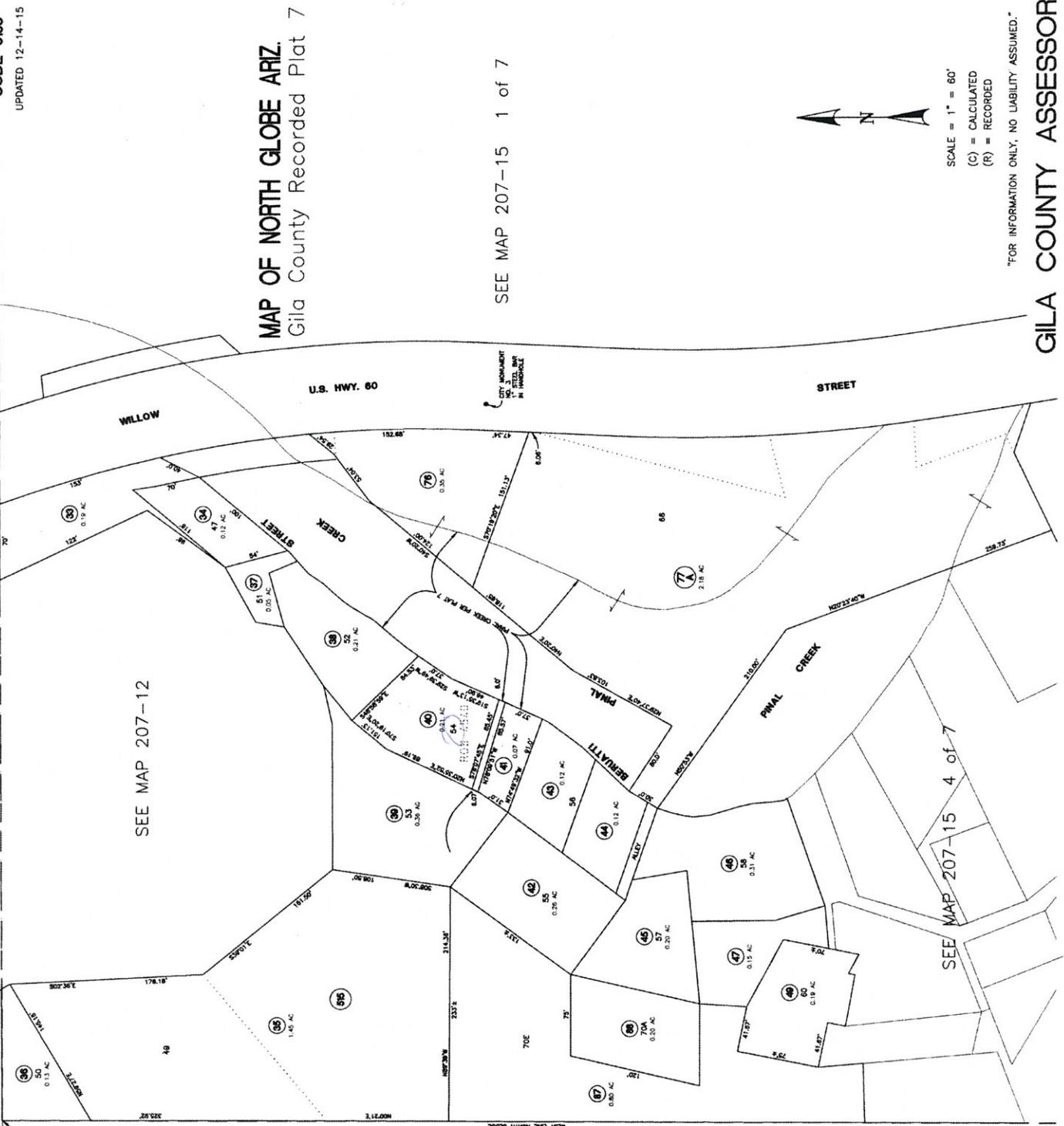
NOTES

(1) This survey was done without the benefit of a title report.

PT NE 1/4 NE 1/4 SECTION 26
T1N R15E

SEE MAP 207-10 3 of 3

207-15
3 of 7
CODE 0150
UPDATED 12-14-15



SEE MAP 207-12

SEE MAP 207-16

SEE MAP 207-15 1 of 7

SEE MAP 207-15 4 of 7

SCALE = 1" = 60'
(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

ARF-3582

Consent Agenda Item

3. J.

Regular BOS Meeting

Meeting Date: 02/16/2016

Reporting Period: December 2015

Submitted For: Colt White, Payson Regional Constable

Submitted By: Michelle Keegan, Constable Clerk

Information

Subject

Payson Regional Constable's Office Monthly Report for December 2015

Suggested Motion

Acknowledgment of the December 2015 monthly report submitted by the Payson Regional Constable's Office.

Attachments

December 2015 Monthly Report

Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

December 2015 MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

STATUS SUMMARY REPORT

SERVICE SUMMARY REPORT

MILEAGE CHART

TREASURER'S RECEIPT

Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

January 4, 2016

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

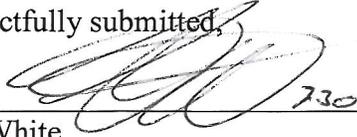
PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **December, 2015**, the Payson Regional Constable's Office:

- ◆ Received a total of **170** papers for service
- ◆ Drove a total of **1,044** miles
- ◆ Collected a total of **\$636.20** as follows:

• Check Total	\$364.00
• Cash Total	<u>\$272.20</u>
• Total Deposited	\$636.20
• Less Writ Fee (3 @ \$5.00/each) Collected (Check #2412/Treasurer's Receipt #98429)	<u>(\$ 15.00)</u>
• Paid to General Fund (Check #2413/Treasurer's Receipt #98430)	\$621.20
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Regional Constable	<u>\$ 875.00</u>
Grand Total Paid to General Fund	<u>\$1,496.20</u>

Respectfully submitted,



Colt White
Payson Regional Constable
Gila County, Payson, Arizona

Deputy Constable



Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS
MONTHLY TOTALS FOR FISCAL YEAR 2015-2016

2015-2016 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	114	878	\$1,345.00	\$875.00	\$2,220.00
AUGUST	202	1,029	\$1,396.24	\$875.00	\$2,271.24
SEPTEMBER	104	791	\$1,383.00	\$875.00	\$2,258.00
OCTOBER	285	961	\$993.60	\$875.00	\$1,868.60
NOVEMBER	96	801	\$1,128.80	\$875.00	\$2,003.80
DECEMBER	170	1,044	\$636.20	\$875.00	\$1,511.20
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
YEAR TOTAL:	971	5,504	\$6,882.84	\$5,250.00	\$12,132.84



Payson Regional Constable's Office

Cash Received Report, by Name

<u>Name</u>	<u>Process #</u>	<u>Received</u>	<u>Receipt #</u>	<u>Amount Received</u>
Banks, Anna Marie	1512PR048	12/21/15	722	40.00

				40.00
Culp, Oscar Andrew	1512PR035	12/11/15	720	48.00

				48.00
Fitzwater, Dennis Lee	1512PR089	12/30/15	727	104.20

				104.20
Giarraputo, Robert J	1512PR125	12/31/15	728	56.00

				56.00
Koglmeier Law Group PLC,	1512PR010	12/03/15	719	77.00
	1512PR059	12/24/15	726	77.00

				154.00
McKinney Law Office,	1512PR050	12/21/15	724	74.00

				74.00
Meis, Dorine	1512PR039	12/15/15	721	40.00

				40.00
Peters, Harold	1512PR051	12/21/15	725	40.00

				40.00
Real Property Business Svcs,	1512PR049	12/21/15	723	40.00

				40.00
Track Down Inc,	1512PR007	12/02/15	718	40.00

				40.00

				636.20
	Total Cash			
	Received:			

Report Includes:

All transaction dates between `12/01/15` and `12/31/15`, All received by persons, All courts, All agencies matching `PRCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`



Payson Regional Constable's Office

Process Status Report, by Process Type

<u>ProcessDescription</u>	<u>Total</u>	<u>Active</u>	<u>Served</u>	<u>Retd/Unsrvd</u>
Arrest Warrant	81	81 100.00	0 0.00	0 0.00
Child Custody Packet	2	0 0.00	2 100.00	0 0.00
Criminal Subpoena	42	5 11.90	36 85.71	1 2.38
Civil Summons	1	0 0.00	1 100.00	0 0.00
Divorce Packet	1	0 0.00	0 0.00	1 100.00
Injunction Against Harassment	2	0 0.00	1 50.00	1 50.00
Injunction Against Wrkplc Harr	1	0 0.00	1 100.00	0 0.00
Letter	1	0 0.00	1 100.00	0 0.00
Notice	1	0 0.00	1 100.00	0 0.00
Notice to Appear; Petition	7	0 0.00	6 85.71	1 14.29
Order of Protection	9	0 0.00	7 77.78	2 22.22
Summons and Complaint	1	0 0.00	1 100.00	0 0.00
Summons Forcible Detainer	1	0 0.00	1 100.00	0 0.00
Criminal Summons	17	2 11.76	8 47.06	7 41.18
Writ of Restitution	3	1 33.33	2 66.67	0 0.00
Totals	170	89 36.72	68 53.12	13 10.16

Report Includes:

All receive dates between `00:00:00 12/01/15` and `23:59:59 12/31/15`, All process types, All officers, All courts, All agencies matching `PRCO`, All serve flags matching `1`



Payson Regional Constable's Office

Civil Process Service Attempts Summary

To Be Served: Adler, Ronald J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
16603 N AZ HIGHWAY 87, Payson	Newman, W D	Ron Adler	YES
Time/Date: 12:16:00 12/28/15			

To Be Served: Baker, Danae H.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
412 S PONDEROSA ST; unit B, Payson	Halenar, R	Danae H Baker	YES
Time/Date: 14:30:00 12/29/15			

To Be Served: Baty, Todd

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	Cronk, R C	Todd Baty	YES
Time/Date: 08:40:00 12/09/15			

To Be Served: Beutler, Beth

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
604 E MILLER RD, Payson	Cross, J		NO
Time/Date: 08:45:00 12/31/15			

To Be Served: Brandt, David M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
207 W ELM ST, Payson	Engler, D B		NO
Time/Date: 16:36:00 12/21/15			
310 W MAIN ST, Payson	Halenar, R	David M Brandt	YES
Time/Date: 09:10:00 12/22/15			

To Be Served: Brooks, Jeff T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4007 N MISTLETOE DR, Pine	Cross, J		NO

Time/Date: 12:10:00 12/12/15

4007 N MISTLETOE DR, Pine

Cross, J

Jeff Brooks

YES

Time/Date: 12:28:00 12/12/15

To Be Served: Cadwell, Josh

Service Attempt

Attempted By

Served On

Svd?

303 N Beeline Highway, Payson

Halenar, R

PPD Clipboard

YES

Time/Date: 14:40:00 12/29/15

To Be Served: Carpenter, Mona L.

Service Attempt

Attempted By

Served On

Svd?

407 S MUD SPRINGS RD, Payson

Todd, Travis

Mona Lisa Carpenter

YES

Time/Date: 20:10:00 12/03/15

To Be Served: Chagolla, Robert

Service Attempt

Attempted By

Served On

Svd?

108 W Main Street, Payson

Labonte, C

GCSO Clipboard

YES

Time/Date: 14:45:00 12/23/15

To Be Served: Childers, Charli

Service Attempt

Attempted By

Served On

Svd?

301 W CHERRY ST, Payson

Michelle Keegan

NO

Time/Date: 10:40:00 12/02/15

301 W CHERRY ST, Payson

Michelle Keegan

NO

Time/Date: 10:42:00 12/02/15

301 W CHERRY ST, Payson

Michelle Keegan

NO

Time/Date: 10:44:00 12/02/15

301 W CHERRY ST, Payson

Cronk, R C

NO

Time/Date: 13:42:00 12/02/15

900 S BEELINE HWY, Payson

Labonte, C

NO

Time/Date: 17:00:00 12/02/15

301 W CHERRY ST, Payson

Todd, Travis

NO

Time/Date: 18:36:00 12/03/15

To Be Served: Cline, Scott A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
614 W Saddle, Payson	Todd, Travis		NO
Time/Date: 16:22:00 12/11/15			
614 W Saddle, Payson	Engler, D B		NO
Time/Date: 17:09:00 12/13/15			
614 W Saddle, Payson	Michelle Keegan		NO
Time/Date: 15:34:00 12/15/15			

To Be Served: Cronin, Billy D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
605 S TONTO ST, Payson	Cross, J		NO
Time/Date: 08:36:00 12/31/15			

To Be Served: Cross, James

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	Cross, J	J Cross	YES
Time/Date: 15:10:00 12/11/15			

To Be Served: Cubedo, Ana

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1107 S MCLANE RD; unit 5, Payson	Cross, J	Ana Cubedo	YES
Time/Date: 08:18:00 12/31/15			

To Be Served: Davies, Carol A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
107 E LONE PINE DR; PAYSON CARE CENTER, Payson	Eggert, G A	Carol Davies	YES
Time/Date: 15:30:00 12/30/15			

To Be Served: Davies, Jesse T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	Scott, T K	PPD Clipboard	YES

Time/Date: 15:15:00 12/15/15

To Be Served: Deaton, Justin

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	Halenar, R	PPD Clipboard	YES

Time/Date: 14:40:00 12/29/15

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3294 Kyser Way, Pine	Cross, J		NO

Time/Date: 12:10:00 12/12/15

4007 N MISTLETOE DR, Pine	Cross, J	[REDACTED]	YES
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Time/Date: 12:28:00 12/12/15

To Be Served: Dinovo, Karen L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
204 W Pecan St, Payson	Engler, D B		NO

Time/Date: 17:24:00 12/15/15

204 W Pecan St, Payson	Cross, J		NO
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Time/Date: 08:23:00 12/16/15

4397 E AZ HIGHWAY 260, Star Valley	Cross, J	Karen Dinovo	YES
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Time/Date: 09:59:00 12/16/15

To Be Served: Forsberg, Tyler

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8003 W VAQUERO DR, Payson	Eggert, G A	Tyler Forsberg	YES

Time/Date: 15:10:00 12/29/15

To Be Served: Foster, Myrl B.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
510 W BRIDLE PATH LN, Payson	Cross, J	Myrl B Foster	YES

Time/Date: 09:01:00 12/24/15

To Be Served: Frank, John

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
160 E STHY 260, Payson	Matthew Binney		NO
Time/Date: 14:50:00 12/29/15			
160 E STHY 260, Payson	Michelle Keegan		NO
Time/Date: 10:38:00 12/30/15			
160 E STHY 260, Payson	Michelle Keegan		NO
Time/Date: 10:56:00 12/30/15			
160 E STHY 260, Payson	Michelle Keegan		NO
Time/Date: 10:57:00 12/30/15			
160 E STHY 260, Payson	Michelle Keegan		NO
Time/Date: 12:10:00 12/30/15			
To Be Served: Gardner, Joleen			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
306 E Wade Ln, Payson	Halenaar, R		YES
Time/Date: 09:15:00 12/19/15			
To Be Served: Garrels, Caleb A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
203A W. Airport, Payson	Engler, D B		NO
Time/Date: 16:19:00 12/15/15			
203A W. Airport, Payson	Cross, J	Caleb Garrels	YES
Time/Date: 09:31:00 12/16/15			
To Be Served: George, Christopher			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3760 E hwy 260 #23, Star Valley	Engler, D B		NO
Time/Date: 17:14:00 12/12/15			
3760 E hwy 260 #23, Star Valley	Cross, J	Christopher George	YES
Time/Date: 10:37:00 12/16/15			
To Be Served: Gonzales, Ramon D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

1006 W SADDLE LN, Payson	Cross, J	Ramon Gonzales	YES
Time/Date: 08:27:00 12/31/15			
To Be Served: Gorraiz, Julia B.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
291 S FRANKLIN PL, Payson	Labonte, C		NO
Time/Date: 18:26:00 12/03/15			
291 S FRANKLIN PL, Payson	David Hornung	Posted	YES
Time/Date: 15:45:00 12/07/15			
To Be Served: Hazelo, Jason			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	Halenar, R	PPD Clipboard	YES
Time/Date: 14:40:00 12/29/15			
To Be Served: Heape, April J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
109 E GARRELS DR; unit A, Star Valley	Cross, J	April Heape	YES
Time/Date: 09:33:15 12/24/15			
To Be Served: Herring, Joseph A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Virgilio Dodd	Joseph Adam Herring	YES
Time/Date: 00:33:00 12/08/15			
To Be Served: Hoffman, Yvette			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
714 S BEELINE HWY, Payson	Cronk, R C	Yvette Hoffman	YES
Time/Date: 08:55:00 12/03/15			
To Be Served: Hornung, David B.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	Cross, J	GCSO Clipboard	YES

Time/Date: 07:01:00 12/09/15

To Be Served: James, Jessica M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
308 E PIMA LN, Payson	Engler, D B		NO

Time/Date: 16:50:00 12/15/15

213 W BONITA ST; unit 3, Payson	Engler, D B	Jessica James	YES
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Time/Date: 17:28:00 12/15/15

To Be Served: Johnson, Gina L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
301 W CHERRY ST, Payson	Michelle Keegan		NO

Time/Date: 10:40:00 12/02/15

301 W CHERRY ST, Payson	Michelle Keegan		NO
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Time/Date: 10:42:00 12/02/15

301 W CHERRY ST, Payson	Michelle Keegan		NO
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Time/Date: 10:44:00 12/02/15

301 W CHERRY ST, Payson	Cronk, R C		NO
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Time/Date: 13:42:00 12/02/15

900 S BEELINE HWY, Payson	Labonte, C		NO
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Time/Date: 17:00:00 12/02/15

301 W CHERRY ST, Payson	Todd, Travis		NO
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Time/Date: 18:36:00 12/03/15

To Be Served: Johnson, Jami L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1000 N MATTERHORN RD, Payson	Engler, D B		NO

Time/Date: 16:30:00 12/15/15

300 N BEELINE HWY; WALMART, Payson	Cross, J		NO
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Time/Date: 09:18:00 12/16/15

300 N BEELINE HWY; WALMART, Payson	Todd, Travis		NO
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Time/Date: 17:13:00 12/17/15

300 N BEELINE HWY; WALMART, Payson	Halenar, R		NO
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Time/Date: 09:29:00 12/19/15
 300 N BEELINE HWY; WALMART, Payson Halenar, R Jami L Johnson YES

Time/Date: 11:00:00 12/19/15

To Be Served: Johnson, Laura A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
416 E FOREST DR, Payson	Cross, J	Laura Johnson	YES

Time/Date: 08:48:00 12/24/15

To Be Served: Kendall, Brad A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1302 N BEELINE HWY; unit #A1 (Oak), Payson	Newman, W D	Posted	YES

Time/Date: 12:00:00 12/01/15

To Be Served: Kenna, Jeffrey H.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
209 S Ponderosa #24, Payson	David Hornung		NO

Time/Date: 11:40:00 12/04/15

209 S Ponderosa #24, Payson	David Hornung		NO
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Time/Date: 16:00:00 12/04/15

209 S Ponderosa #24, Payson	David Hornung		NO
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Time/Date: 13:20:00 12/05/15

209 S Ponderosa #24, Payson	Michelle Keegan		NO
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Time/Date: 09:23:00 12/07/15

209 S Ponderosa #24, Payson	Michelle Keegan		NO
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Time/Date: 13:19:00 12/07/15

209 S Ponderosa #24, Payson	Halenar, R	posted	YES
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Time/Date: 09:55:00 12/08/15

To Be Served: Kerszykowski, Leonard G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main St -Work, Payson	Kerszykowski,L	L Kerszykowski	YES

Time/Date: 15:05:00 12/29/15

To Be Served: Krombeen, Nathan

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson		DPS Clipboard	YES

Time/Date: 19:05:00 12/08/15

To Be Served: LaBonte, Cole

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	Labonte, C	Cole Labonte	YES

Time/Date: 11:51:00 12/10/15

To Be Served: Landers, David E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
903 E MILLER RD, Payson	McClure, J		NO

Time/Date: 16:13:00 12/28/15

903 E MILLER RD, Payson	McClure, J		NO
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Time/Date: 16:13:00 12/28/15

902 E MILLER RD, Payson	McClure, J	David Landers	YES
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Time/Date: 13:00:00 12/29/15

902 E MILLER RD, Payson	McClure, J	David Landers	YES
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Time/Date: 13:00:00 12/29/15

To Be Served: Lane, Stacy

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
703 S RIDGEWAY LN, Payson	Cross, J	Stacy Lane	YES

Time/Date: 08:20:00 12/24/15

To Be Served: Lashley, Croy A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
94 S SPRAGUE DR, Star Valley	Scott, T K	Croy Lashley	YES

Time/Date: 09:34:00 12/01/15

To Be Served: Lashley, Frederick E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Cross, J	Frederic Lashley	YES
Time/Date: 08:07:00 12/09/15			

To Be Served: Long, Amber

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
704 N McLane, Payson	Todd, Travis	Amber Long	YES
Time/Date: 18:08:00 12/12/15			

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
704 N McLane, Payson	Todd, Travis	Amber Long	YES
Time/Date: 18:08:00 12/12/15			

To Be Served: Lowery, Rebecca M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
535 W Oxbow Trail #12, Payson	Halenar, R	Rebecca M Lowery	YES
Time/Date: 10:50:00 12/21/15			

To Be Served: Luckett, Lucien L. III

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
713 N Matazal Circle, Payson	Cross, J		NO
Time/Date: 09:13:00 12/09/15			
713 N Matazal Circle, Payson	Cross, J		NO
Time/Date: 09:28:00 12/10/15			

To Be Served: McDonough, Chris

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	Scott, T K	PPD Clipboard	YES
Time/Date: 15:15:00 12/15/15			

To Be Served: Meredith, Jared

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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303 N Beeline Highway, Payson	Labonte, C	PPD Clipboard	YES
Time/Date: 16:30:00 12/02/15			
303 N Beeline Highway, Payson	Halenar, R	PPD Clipboard	YES
Time/Date: 14:40:00 12/29/15			

To Be Served: Miner, Tara L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
706 W COLT DR, Payson	Cross, J		NO
Time/Date: 08:23:00 12/09/15			
706 W COLT DR, Payson	Cross, J		NO
Time/Date: 08:23:00 12/09/15			
706 W COLT DR, Payson	Cross, J		NO
Time/Date: 08:23:00 12/09/15			
2211 E Johnson Ave, Flagstaff	Michelle Keegan		NO
Time/Date: 15:23:00 12/10/15			
2211 E Johnson Ave, Flagstaff	Michelle Keegan		NO
Time/Date: 15:23:00 12/10/15			
2211 E Johnson Ave, Flagstaff	Michelle Keegan		NO
Time/Date: 15:23:00 12/10/15			
2211 E Johnson Ave, Flagstaff	Michelle Keegan		NO
Time/Date: 16:38:00 12/18/15			
2211 E Johnson Ave, Flagstaff	Michelle Keegan		NO
Time/Date: 16:38:00 12/18/15			
2211 E Johnson Ave, Flagstaff	Michelle Keegan		NO
Time/Date: 16:38:00 12/18/15			
2211 E Johnson Ave, Flagstaff	Michelle Keegan		NO
Time/Date: 15:54:00 12/22/15			
2211 E Johnson Ave, Flagstaff	Michelle Keegan		NO
Time/Date: 15:54:00 12/22/15			
2211 E Johnson Ave, Flagstaff	Michelle Keegan		NO
Time/Date: 15:54:00 12/22/15			

To Be Served: Montgomery, Steve

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N Colcord Road, Payson	Licavoli, P V	DPS Clipboard	YES
Time/Date: 18:13:00 12/02/15			

To Be Served: Murphree, Alanna M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
514 N WILLIAM TELL CIR, Payson	Engler, D B		NO
Time/Date: 16:40:00 12/15/15			
514 N WILLIAM TELL CIR, Payson	Cross, J	Alanna Murphree	YES
Time/Date: 08:50:00 12/16/15			

To Be Served: Nawrocki, Jessica

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 N BEELINE HWY; WALMART, Payson	Labonte, C	Jessica Nawrocki	YES
Time/Date: 17:00:00 12/02/15			

To Be Served: Newman, William D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main, Payson	Labonte, C	GCSO Clipboard	YES
Time/Date: 14:45:00 12/23/15			

To Be Served: Nichols, Ashley

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2801 W NICKLAUS DR, Payson	Todd, Travis		NO
Time/Date: 19:13:00 12/03/15			
2801 W NICKLAUS DR, Payson	Cross, J		NO
Time/Date: 12:47:00 12/05/15			
2801 W NICKLAUS DR, Payson	Halenar, R		NO
Time/Date: 10:45:00 12/07/15			
2801 W NICKLAUS DR, Payson	Cross, J		NO
Time/Date: 09:26:00 12/09/15			

To Be Served: Nichols, Clint J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 W Saddle Ln, Payson	Engler, D B		NO
Time/Date: 16:48:00 12/21/15			
300 W Saddle Ln, Payson	Halenaar, R		NO
Time/Date: 09:23:00 12/22/15			
500 E TYLER PKWY, Payson	Halenaar, R	Clint J Nichols	YES
Time/Date: 09:28:00 12/22/15			
<hr/>			
To Be Served: Palma, Tammi			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1600 E VELVET MESQUITE CT, Payson	Todd, Travis		NO
Time/Date: 18:56:00 12/17/15			
<hr/>			
To Be Served: Phillimore, Jason L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
205 E. Phoenix St., Payson	Halenaar, R	Jason Phillimore	YES
Time/Date: 10:28:00 12/07/15			
<hr/>			
To Be Served: Reid, Nicole M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
278 E SPRINGDALE DR, Star Valley	Engler, D B	Craig Dishaw	YES
Time/Date: 17:20:00 12/12/15			
<hr/>			
To Be Served: Richter, James M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Engler, D B		NO
Time/Date: 17:30:00 12/12/15			
[REDACTED]	Engler, D B	James Righter	YES
Time/Date: 19:30:00 12/13/15			
<hr/>			
To Be Served: Schamber, Eugene I.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
714 S BEELINE HWY, Payson	Scott, T K	Eugene Schamber	YES

Time/Date: 08:57:00 12/01/15

To Be Served: Schumacher, Amy

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	McClure, J	Amy Schumacher	YES

Time/Date: 13:50:00 12/29/15

To Be Served: Scott, Dean

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1203 W BIRCHWOOD RD, Payson	Labonte, C	Dean Scott	YES

Time/Date: 15:44:00 12/02/15

To Be Served: Starkey, Jasmin

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
101 W PHOENIX ST; KNIGHTS INN; unit 112, Payson	Cross, J	Jasmin Starkey	YES

Time/Date: 11:50:00 12/24/15

To Be Served: Starkey, Michael A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2000 N BEELINE HWY; HOME DEPOT, Payson	Cross, J	Michael Starkey	YES

Time/Date: 12:11:00 12/24/15

To Be Served: Stauffer, Dennis

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
901 S Coeur D Alene, Payson	Engler, D B		NO

Time/Date: 17:00:00 12/15/15

901 S Coeur D Alene, Payson	Cross, J	Dennis Stauffer	YES
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Time/Date: 08:37:00 12/16/15

To Be Served: Stauffer, Jenissa

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
901 S Coeur D Alene Lane, Payson	Engler, D B	Jenissa Stauffer	YES

Time/Date: 17:00:00 12/15/15

To Be Served: Sullivan, Justina

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
107 E MCKAMEY ST, Payson	Cross, J		NO

Time/Date: 08:39:00 12/31/15

To Be Served: Taddei, Lorri A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5329 N RIM WOOD RD, Strawberry	David Hornung		NO

Time/Date: 11:19:00 12/31/15

5075 N AZ HIGHWAY 87; WINDMILL CORNER INN room #5, Strawberry	David Hornung		NO
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Time/Date: 14:38:59 12/31/15

To Be Served: Tate, Timothy L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5025 N BEAR TRL, Strawberry	Halenar, R	Timothy Tate	YES

Time/Date: 21:50:00 12/01/15

To Be Served: Tellez, Augustin T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
515 W Bridle Path, Payson	Todd, Travis		NO

Time/Date: 18:19:00 12/12/15

515 W Bridle Path, Payson	Engler, D B		NO
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Time/Date: 17:11:00 12/13/15

515 W Bridle Path, Payson	Engler, D B		NO
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Time/Date: 16:24:00 12/15/15

108 W MAIN ST, Payson	Engler, D B	Augustin Tellez	YES
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Time/Date: 17:10:00 12/15/15

To Be Served: Thiele, Talisa A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 S Mclane DR, Payson	Labonte, C		NO

Time/Date: 10:30:00 12/03/15

108 S Mclane DR, Payson

Michelle Keegan

NO

Time/Date: 11:23:00 12/03/15

108 S Mclane DR, Payson

Michelle Keegan

NO

Time/Date: 11:25:00 12/03/15

108 S Mclane DR, Payson

Todd, Travis

NO

Time/Date: 17:56:00 12/03/15

108 S Mclane DR, Payson

Michelle Keegan

NO

Time/Date: 10:15:00 12/07/15

To Be Served: Todd, Travis

Service Attempt

Attempted By

Served On

Svd?

108 W Main Street, Payson

Todd, Travis

Travis Todd

YES

Time/Date: 16:00:00 12/11/15

To Be Served: Tyree, Christopher R. Jr

Service Attempt

Attempted By

Served On

Svd?

704 E Frontier St, Payson

Engler, D B

NO

Time/Date: 17:50:00 12/21/15

To Be Served: Vanhorn, Vanessa D.

Service Attempt

Attempted By

Served On

Svd?

390 E SPRINGDALE DR, Star Valley

Engler, D B

Vanessa Vanhorn

YES

Time/Date: 17:20:00 12/21/15

To Be Served: Wells, David A.

Service Attempt

Attempted By

Served On

Svd?

1302 N Matterhorn, Payson

Dirks, B C

David Wells

YES

Time/Date: 21:07:00 12/24/15

To Be Served: Weston, Reney D.

Service Attempt

Attempted By

Served On

Svd?

807 W LONGHORN RD; RIM COUNTRY
HEALTH, Payson

Labonte, C

NO

Time/Date: 16:00:00 12/02/15

807 W LONGHORN RD; RIM COUNTRY HEALTH, Payson Cross, J Reney Weston YES

Time/Date: 08:27:00 12/03/15

To Be Served: Wooley, Clair

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
204 W PINECONE CIR, Payson	Cross, J	Claire Wooley	YES

Time/Date: 08:37:00 12/30/15

To Be Served: Woolf, Alexis G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Engler, D B		NO

Time/Date: 17:50:00 12/12/15

[REDACTED]	Newman, W D	Alexis Woolf	YES
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Time/Date: 17:00:00 12/15/15

To Be Served: Woolf, Deanna L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3760 E Hwy 260 Spc #1, Star Valley	Engler, D B		NO

Time/Date: 17:20:00 12/12/15

3760 E Hwy 260 Spc #1, Star Valley	Engler, D B	Deanna Woolf	YES
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Time/Date: 17:30:00 12/13/15

To Be Served: York, Gary A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6424 W JAN DR, Pine	Newman, W D		NO

Time/Date: 12:00:00 12/05/15

6424 W JAN DR, Pine	Newman, W D		NO
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Time/Date: 13:15:00 12/06/15

2576 E Sweetwater, Phoenix	Michelle Keegan		NO
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Time/Date: 09:27:00 12/07/15

6424 W JAN DR, Pine	Cross, J		NO
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Time/Date: 11:37:00 12/12/15			
2576 E Sweetwater, Phoenix	Michelle Keegan		NO
Time/Date: 14:36:00 12/16/15			
2576 E Sweetwater, Phoenix	Michelle Keegan		NO
Time/Date: 11:46:00 12/17/15			
6424 W JAN DR, Pine	Halenar, R		NO
Time/Date: 09:51:00 12/19/15			

To Be Served: Zimmerman, Matthew J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson		DPS Clipboard	YES
Time/Date: 19:05:00 12/08/15			

Report Includes:

All dates between `00:00:00 12/01/15` and `23:59:59 12/31/15`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `PRCO`, All dispositions



MILEAGE FOR THE MONTH

December 2015

DATE	MILES DRIVEN BY B-185	ASSISTED BY OTHER AGENCY	MILES DRIVEN BY B-12	
12/1		58		
12/2		44		
12/3		54		
12/4		12		
12/5		42		
12/6		30		
12/7		30		
12/8		10		
12/9		42		
12/10		7		
12/11		8		
12/12		214		
12/13		32		
12/15		63		
12/16		50		
12/17		12		
12/19		48		
12/21		36		
12/22		14		
12/23		2		
12/24		46		
12/28		34		
12/29		48		
12/30		12		
12/31		96		
DAYS	0	1044	0	

**Total Miles Driven By
The Constable's Office**

1044

December 2015

**GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA**

DATE 1/5/16

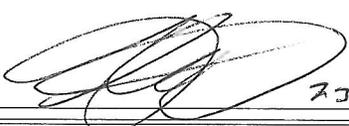
GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Constable's Ethics Standards + Training Board writ fees collected

Account Code	Revenue Description	Amount
T9162001	CESTB - writ fees collected December 2015	15 00
	3 @ 5 ⁰⁰	
	CK# 2412	
		15 00

Authorized Signature  Title PZCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER

98429

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2412
91-527/1221 6128
0703680454

DATE 1/5/16

PAY TO THE ORDER OF Gila County Treasurer \$ 15⁰⁰

Fifteen + 00/100'S DOLLARS

FOR Writ Fees - December

 230

⑈0000002412⑈ ⑆22105278⑆ 0703680454⑈



**GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA**

DATE 1/5/16

GRANT # _____
 DEPOSIT TO FUND Gila County Treasurer FUND # _____
 REMITTING DEPT Payson Regional Constable's Office
 SERVICE RENDERED Service Fees - December 2015

Account Code	Revenue Description	Amount	
1005.324.3405.80	Service fees collected 12/1/15 thru 12/31/15	621	20
		621	20

Authorized Signature  Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____
 TREASURER 98430

PAYSON CONSTABLE
 108 W. MAIN ST. 928-474-3844
 PAYSON, AZ 85541

2413
 91-527/1221 6128
 0703680454

DATE 1/5/16

PAY TO THE ORDER OF Gila County Treasurer \$ 621²⁰
Six hundred twenty-one & ²⁰/₁₀₀'S DOLLARS

FOR Service Fees - December

 270

WELLS FARGO Wells Fargo Bank, N.A. Arizona wells Fargo.com

⑈0000002413⑈ ⑆122105278⑆ 0703680454⑈

ARF-3586

Consent Agenda Item

3. K.

Regular BOS Meeting

Meeting Date: 02/16/2016

Reporting Period: December 2015

Submitted For: Dorothy Little, Justice of the Peace-Payson Region

Submitted By: Dorothy Little, Justice of the Peace-Payson Region

Information

Subject

Payson Regional Justice of the Peace's report for December 2015.

Suggested Motion

Acknowledgment of the December 2015 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

December 2015 Monthly Report

PAYSON JUSTICE COURT TREASURER'S RECAP

DECEMBER, 2015	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T846-2061	\$ 60.37	\$ 3.02	\$ 57.35
Arison Detection Reward Fund 41-2137D	ZADRF	0901000-000-000-2061-00	T801-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	\$ 33.08	\$ -	\$ 33.08
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ 83.12	\$ 4.16	\$ 78.96
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3600-30		\$ 4.38	\$ 0.22	\$ 4.16
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,219.02	\$ -	\$ 1,218.02
Criminal Justice Enhancement 37%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 5,724.17	\$ 286.21	\$ 5,437.96
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4809	\$ 4,085.00	\$ 204.25	\$ 3,880.75
DNA State Surcharge 3% 12-119.01C	ZDNAS	0672000-000-000-2061-00	T872-2061	\$ 726.35	\$ 36.32	\$ 690.01
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 451.94	\$ 22.59	\$ 429.25
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4815	\$ 1,279.40	\$ 63.97	\$ 1,215.43
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 10,986.88	\$ 549.34	\$ 10,437.54
Fill the Gap Surcharge 7%	ZFTGS	0801000-000-000-2061-00	T870-2061	\$ 852.42	\$ 42.62	\$ 809.80
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ 37.59	\$ 1.86	\$ 35.71
Extra DUI Assessment \$500	ZGFUD	0912000-000-000-2061-00	T912-2061	\$ 851.86	\$ 42.59	\$ 809.27
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004815	\$ 475.61	\$ -	\$ 475.61
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004815	\$ 200.95	\$ 10.05	\$ 190.90
Judicial Collection Enhancement \$13	ZJCS	0618000-000-000-2061-00	T516-2061	\$ 683.28	\$ -	\$ 683.28
Judicial Collection Enhancement %PC	ZJCSF	0618000-000-000-2061-00	T840-2061	\$ 480.13	\$ 23.01	\$ 457.12
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004851	\$ 876.01	\$ -	\$ 876.01
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 600.31	\$ 30.02	\$ 570.29
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,583.31	\$ 79.17	\$ 1,504.14
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,379.10	\$ 68.96	\$ 1,310.14
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 172.44	\$ 8.62	\$ 163.82
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 6.53	\$ 0.33	\$ 6.20
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 77.68	\$ 3.88	\$ 73.80
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 602.07	\$ 30.10	\$ 571.97
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 2.53	\$ 0.13	\$ 2.40
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 0.75	\$ 0.04	\$ 0.71
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 2.55	\$ 0.13	\$ 2.42
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ -	\$ -	\$ -
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 20.73	\$ 1.04	\$ 19.69
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 3,407.36	\$ 170.37	\$ 3,236.99
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 5.21	\$ 0.26	\$ 4.95
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 759.01	\$ 37.95	\$ 721.06
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X13201401004777	\$ 917.03	\$ -	\$ 917.03
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-18	X226333004864	\$ 811.34	\$ -	\$ 811.34
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ -	\$ -	\$ -
Victim Rights Enforcement Fund	ZVREA	0957000-2061-00		\$ 314.01	\$ 15.70	\$ 298.31
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 64.98	\$ 3.25	\$ 61.71
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 334.38	\$ 16.72	\$ 317.66
DUI Abatement	ZDUJA		STATE	\$ -	\$ -	\$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 67.50	\$ 4.38	\$ 63.12
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,574.54	\$ -	\$ 1,574.54
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 820.41	\$ -	\$ 820.41
Game and Fish - Wildlife	ZGF		STATE	\$ 150.96	\$ 7.54	\$ 143.35
HURF 1 28-5439, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5439C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 1,592.02	\$ 79.60	\$ 1,512.42
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 615.45	\$ 25.77	\$ 589.68
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ 84.01	\$ -	\$ 84.01
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 126.76	\$ 6.34	\$ 120.42
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 45,103.32	\$ 1,880.53	\$ 43,222.79
				TOTAL ADJUSTED BALANCE VERIFICATION \$ 43,222.79		

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
1/5/16	5556	\$ 39,896.00	GILA COUNTY TREASURER
	5557	\$ 5,002.89	ARIZONA STATE TREASURER
	5558	\$ 84.01	GILA COUNTY BAD CHECK PROGRAM
	5559	\$ 120.42	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		\$ 45,103.32	TOTAL DISTRIBUTIONS THIS MONTH

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for DECEMBER, 2015.

DOROTHY A. LITTLE
Gila County Justice of the Peace

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: December 2015

CRIMINAL TRAFFIC				
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	128	4	187	319
Filed	8	2	26	36
Transferred In	0	0	0	0
SUBTOTAL	136	6	213	355
Transferred Out	0	1	0	1
Other Terminations	11	1	31	43
TOTAL TERMINATIONS	11	2	31	44
Statistical Correction	0	0	0	0
Pending End of Month	125	4	182	311

*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
253	11	0	264	0	4	4	0	260

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: **0** Criminal Traffic/FTA Jury Trials Held: **0**

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
493	168	0	661	1	36	259	296	0	365
Civil Traffic Hearings Held: 1									

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)				
Filed	Trans In	TOTAL		
56	0	56		

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year:

December 2015

MISDEMEANOR									
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)	
Misdemeanor (Non-Traffic)	601	33	0	634	0	46	46	0	588
Failure to Appear (Non-Traffic)	52	0	0	52	0	2	2	0	50
TOTAL	653	33	0	686	0	48	48	0	638

TRIALS HELD			
Misdemeanor Court/FTA Trials Held:	0	Misdemeanor/FTA Jury Trials Held:	0

FELONY									
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)	
	32	3	0	35	0	2	2	0	33
Felony Preliminary Hearings Held:	0	Felony, Misdemeanor, Criminal Traffic Initial: Appearances:	120						

LOCAL NON-CRIMINAL ORDINANCES						
	Pending 1st of Month	Filed	SUB-TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	0	0	0	0	0	0
Non-Parking	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: December 2015

CIVIL COMPLAINTS

	Small Claims (a)	Forcible Detainer/ Eviction Action (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	25	4	209	238
Filed	6	3	29	38
Transferred In	0	0	0	0
SUBTOTAL	31	7	238	276
Transferred Out	0	0	0	0
Other Terminations	1	2	36	39
TOTAL TERMINATIONS	1	2	36	39
Statistical Correction	0	0	0	0
Pending End of Month	30	5	202	237

Small Claims Hearings Held/Defaults: **1** Civil Court Trials Held: **2**

Small Claims Hearings Held/Defaults
Before Volunteer Hearing Officer: **0** Civil Jury Trials Held: **0**

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	8	8	0	8
Harassment	2	2	0	2

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: **3** Injunction Against: **0**

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: **0** Fugitive Complaints Filed: **0**

Juvenile Hearings Held: **0** Search Warrants Issued: **0**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

Report Month/Year:

County: PAYSON REGIONAL JUSTICE COURT

December 2015

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	130
Serious Violations	5
All Other Violations	471
TRAFFIC TOTAL	606

CRIMINAL WARRANTS OUTSTANDING

Felony	38
Misdemeanor	538
CRIMINAL TOTAL	576

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376


Signature of the Judge/Magistrate (or designee)

Dorothy A. Little
Name of Preparer

1-21-16
Date of Preparation

ARF-3598

Consent Agenda Item

3. L.

Regular BOS Meeting

Meeting Date: 02/16/2016

Reporting Period: December 2015

Submitted For: Sadie Bingham, Recorder

Submitted By: Kaycee Stratton, Chief Deputy Recorder

Information

Subject

Recorder's Office Monthly Report for December 2015.

Suggested Motion

Acknowledgment of the December 2015 monthly activity report submitted by the Recorder's Office.

Attachments

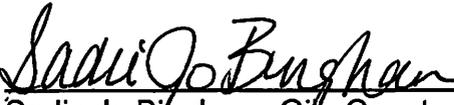
Recorder's December 2015 Monthly Report



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF DECEMBER 2015

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.



Sadie Jo Bingham, Gila County Recorder

Sadie Bingham
Gila County Recorder

New Fiscal Year Form

FY		2015-2016				
Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,191	4,280.00	15,065.82	442.70	2.00	19,790.52
Aug	1,137	4,100.00	19,955.84	1,015.00	17.00	25,087.84
Sept	1,064	3,832.00	14,696.24	1,100.00	4.00	19,632.24
Oct	1,170	4,200.00	8,643.15	840.00	6.00	13,689.15
Nov	950	3,508.00	14,703.97	840.00	1.00	19,052.97
Dec	1,002	3,676.00	6,672.75	4,448.00	5.00	14,801.75
Jan						0.00
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
Total	6,514	23,596	79,737.77	8,685.70	35.00	112,054.47
Fiscal Year All Monies		112,054.47				

**GILA COUNTY RECORDER
Report for November 2015**

SECTION I		CREDIT	DEBIT	TOTAL
1005 (GENERAL FUND)				
	PAID INTO SUSPENSE ACCT	5,728.00	-	5,728.00
	PAID OUT OF SUSPENSE ACCT		10,403.00	-
	RECORDING FEES	11,420.50	-	11,420.50
	REFUNDS-EXCESS FEES	-	73.00	-
	INTEREST PD TO ACCT	0.25	-	0.25
Staled Checks		-	-	-
TOTAL 1005 FUNDS		17,148.75	10,476.00	6,672.75
SECTION II				
	7145 FUND (RECORDER)	3,676.00	-	3,676.00
	7146 FUND (MINING - 80% STATE TREAS)	20.00	(20.00)	-
	7146 FUND (MINING - 20% RECORDER)	5.00	-	5.00
	7147 FUND (COMPUTER SVCS)	4,448.00	-	4,448.00
TOTAL SEC II FUNDS		8,149.00	(20.00)	8,129.00
COMBINED TOTALS - TOTAL FEES COLLECTED		25,297.75	10,456.00	14,801.75



ARIZONA STATE TREASURER'S OFFICE
1700 West Washington, Phoenix, Arizona 85007-2812
(602) 604-7800 FAX: (602) 542-7176

STATE REMITTANCE REPORT

Report Period: December 2015
 Date: 01 / 28 / 2016
 Depositor Code # 5393

Prepared By: K Reece
 Title: Chief Deputy
 Phone #: 928-402-8734

Depositor Name: Gila County Recorder
 Address: 1400 E. Ash St.
Globe, AZ 85501

negative amounts are not to be used on this form
 (contact this Office for guidance regarding negative entries)

<u>DESCRIPTION</u>	<u>STATUTE (ARS #)</u>	<u>AMOUNT</u>
FINES & FEES		
Confidential Inter Fund	08-135; 12-284.03A8	
Juvenile Family Counseling	08-263C	
Victim's Rights - Juvenile	08-418; 41-191.08	
AHCCCS	11-292	
JCEF-Filing Fees	12-284.03A7; 22-281C1; 22-404C1	
JCEF - Time Payment	12-116B	
JCEF - Diversion Fee	12-114	
JCEF- Probation Assessment	12-114.01	
DNA Penalty Assessment	12-116.01C, J	
Domestic Violence	12-284.03A2	
Drug Prevention Res Center	12-284.03; 41-2402H	
Child Abuse	12-284.03A3	
Sex Offender Assessment	13-3824	
Anti-Racketeering Fund	13-811B; 13-2314.01	
Drug & Gang Enforce Acct	13-811C; 41-2402	
Community Punishment		
Program Drug Fines	13-821; 12-299	
Citizens Clean Election Fund	16-949D; 16-954C	
Game & Fish - Wildlife	17-313A	
AZ Lengthy Trial Fund	21-222	
Alternative Dispute	22-281C2; 12-135;	
Resolution Fund	12-284.03A5	
Mining Fees	27-208D	<u>20.00</u>
Child Passenger Restraint	28-907C	
DPS - Civil Penalty	28-2533C; 28-4139	
DUI Abatement Fund	28-1304; 28-1382, 3	
Civil Penalties (Gen. Fund)	28-737; 28-876; 28-2416; 32-1166	
AZ Highway Fines (HURF)	28-5438F; 28-2533C	
Victim Comp/Assistance	31-411F; 31-466B	
Registrar of Contractors	32-1107; 32-1124	
MSEF Penalty Assessment	36-2219.01; 12-116.02F	
CJEF Penalty Assessment	41-2401; 12-116.01	
Arson Detection Reward Fund	41-2167	
FTG Penalty Assessment 7%	41-2421J; 12-116.01B	
Prison Const & Ops Fund	41-1651; 5-395.01A4	
Dept of Law - Crim. Cases	41-2421E4	
GIITEM	41-1724; 11-1051	

<u>DESCRIPTION</u>	<u>STATUTE (ARS #)</u>	<u>AMOUNT</u>
FINES & FEES (continued)		
DUI, OUI Assessment	5-395.01; 5-396, 7; 28-1381-3;	
(public safety equip fund)	28-8284, 6-8; 14-1723	
FARE General Services Fee		
FARE Delinquent Fee		
FARE Special Collections Fee		
FARE Installment Fee		
Constable Ethics Fund	11-445 (80%)	
Constable Ethics Fund	11-445 (20%)	
Photo Enforcement Fee	41-1722	
Photo Enforcement Process Serving Fee		
OTHER FINES & FEES (describe and indicate ARS #)		
TAXES		
Prior Year Real Property	42-208	
Personal Property	42-208	
County Education District	15-991.01A	
Property-Min School Tax	15-992B, C	
State Water Banking	48-3715.03; 45-2425	
C.A.W.C.D.	48-3715	
Groundwater Replenishment	48-3773.A3; 48-3772	
OTHER TAXES (describe and indicate ARS #)		
90/10 REVENUE		
Mobile Home Relocation	33-1476.03 (90%)	
Mobile Home/Ins. & Cost	33-1476.03 (10%)	
TOTAL AMOUNT REMITTED:		
By Check		
By Cr Advice (Wire)		
TOTAL		<u>20.00</u>

NOTES:

Certain funds are required to be remitted to the State Treasurer directly, while others are to be remitted to other entities; i.e., county treasurer, city treasurer, etc. Only use this form to remit funds to the Arizona State Treasurer as required by Arizona Revised Statutes (A.R.S.). For all other remittances, please check with your city or county. Form TRE 102A is to be used by counties for required detailed information. Please keep a copy of this report for your records.

FOR STATE TREASURER USE ONLY

House Account Summary
 Gila County AZ Recorder
 For the Period of 12/01/2015 - 12/31/2015
 Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(121.00)	6.00	0.00	(115.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(116.00)	40.00	0.00	(76.00)
ADOT	AZ DEPT OF TRANS	(260.00)	0.00	0.00	(260.00)
APS	APS/COPIES	(180.00)	0.00	0.00	(180.00)
APSR	APS/RECORDINGS	(289.00)	0.00	0.00	(289.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(121.00)	35.00	0.00	(86.00)
AWC	ARIZONA WATER COMPANY	(143.00)	8.00	0.00	(135.00)
AZDOR	ADOR ACCOUNTS PAYABLE	0.00	0.00	0.00	0.00
AZDORI	ADOR ACCOUNTS PAYABLE	(1,218.80)	16.00	0.00	(1,202.80)
AZRE/COPIES	ARIZONA DEPT OF REALESTATE	0.00	0.00	0.00	0.00
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(2,042.00)	0.00	0.00	(2,042.00)
CARD	Cardon Hiatt / The Vineyrd Group	0.00	0.00	0.00	0.00
CRSI	Colorado Records Sooner Inc	(62.00)	0.00	0.00	(62.00)
CTS	COMPLETE TITLE SOLUTIONS	(43.00)	0.00	0.00	(43.00)
DOCUT	DOCUTECH CORP	0.00	0.00	0.00	0.00
DS	DATA SERVICES	(1,000.00)	1,270.00	(1,270.00)	(1,000.00)
EPN	eRecording Partners Network	(1,000.00)	10.00	(10.00)	(1,000.00)
EQUIT	EQUITY SERVICES	(45.00)	0.00	0.00	(45.00)
ERAY	ERA YOUNG REALTY	0.00	0.00	0.00	0.00
EXCEL	EXCEL DOCUMENT SERVICES	0.00	0.00	0.00	0.00
FARES	CORELOGIC	(301.40)	95.00	0.00	(206.40)
FATM	FIRST AMERICAN MICROFICHE	(1,863.20)	95.00	0.00	(1,768.20)

House Account Summary

Gila County AZ Recorder

For the Period of 12/01/2015 - 12/31/2015

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
FATR2	FIRST AMERICAN TITLE RECORDINGS 2	0.00	0.00	0.00	0.00
FB	FLOYD BLEAK / NANCY SHEPPARD	0.00	0.00	0.00	0.00
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(1,533.20)	95.00	0.00	(1,438.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	164.50	0.00	0.00	164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(130.00)	0.00	0.00	(130.00)
IMAPP	IMAPP , INC	(53.40)	0.00	0.00	(53.40)
INDECOMM	INDECOMM	(1,000.00)	113.00	(113.00)	(1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(114.00)	0.00	0.00	(114.00)
Ingeo	Ingeo - eRecording	(1,127.00)	746.00	(746.00)	(1,127.00)
IRS	INTERNAL REVENUE SERVICE	(82.00)	64.00	(64.00)	(82.00)
LA001	First American Title Lenders Advantage	(428.50)	0.00	0.00	(428.50)
LTIC	Lawyers Title of Arizona inc	(78.00)	0.00	0.00	(78.00)
MHK	MORRIS HALL KINGHORN	(266.00)	0.00	0.00	(266.00)
NBOA	NATIONAL BANK OF ARIZONA - RECORDING	0.00	0.00	0.00	0.00
NBOAC	NATIONAL BANK OF ARIZONA COPIES	0.00	0.00	0.00	0.00
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(867.00)	0.00	0.00	(867.00)
NewAcct1	Applied Technology Resources Inc	(200.00)	0.00	0.00	(200.00)
NTC	NATIONWIDE TITLE CLEARING	(982.00)	98.00	(98.00)	(982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(4,371.00)	175.00	0.00	(4,196.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(6,155.00)	4,110.00	0.00	(2,045.00)
Public Works Floodplain	Gila County	(81.00)	0.00	0.00	(81.00)

House Account Summary
 Gila County AZ Recorder
 For the Period of 12/01/2015 - 12/31/2015
 Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
RSSI	RECORD SEARCHING SERVICES INC	(118.00)	0.00	0.00	(118.00)
RUI	RESEARCH UNLIMITED INC	(83.00)	0.00	0.00	(83.00)
simplifile	Simplifile - eRecording	(1,089.00)	3,427.00	(3,427.00)	(1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(1,100.20)	0.00	0.00	(1,100.20)
TD	Timely Documents	(100.00)	0.00	0.00	(100.00)
Title 1 copy	Debbie Swann	0.00	0.00	0.00	0.00
Totals		(28,599.20)	10,403.00	(5,728.00)	(23,924.20)

Bank Deposit

From 12/01/2015 To 12/31/2015

Total	\$25,297.50	\$25,297.50
Non-Deposit Total	(\$16,131.00)	(\$16,131.00)
Deposit Total	\$9,166.50	\$9,166.50
Total Till Over/Short		\$0.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005 Suspense PrePay Accounts	1005 Suspense - Prepay	\$4,675.00	\$0.00	\$4,675.00
Cash	Cash/Check	\$9,166.50	\$0.00	\$9,166.50
D-1005-120-01-4612-023	Recording Fee (deferred)	\$32.00	(\$32.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$32.00	(\$32.00)	\$0.00
E Transfer	Electronic Transfers	\$5,728.00	\$0.00	\$5,728.00
	Total	\$19,633.50	(\$64.00)	\$19,569.50
Liability				
1005 Suspense Charge Accounts	1005 Suspense - Charge	\$64.00	(\$64.00)	\$0.00
	Total	\$64.00	(\$64.00)	\$0.00
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$538.00)	(\$538.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$45.00)	(\$45.00)
1005-120-01-4612-003	Postage	\$0.00	(\$17.00)	(\$17.00)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$252.00)	(\$252.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$66.00)	(\$66.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$30.00)	(\$30.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$56.00)	(\$56.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$10,343.50)	(\$10,343.50)
1005-120-01-4612-026	Refunds	\$0.00	(\$73.00)	(\$73.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$3,676.00)	(\$3,676.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$5.00)	(\$5.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$20.00)	(\$20.00)
7147-120-01-4612-018	Voter	\$0.00	(\$3,948.00)	(\$3,948.00)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$500.00)	(\$500.00)
eRecording	eRecording	\$5,664.00	(\$5,664.00)	\$0.00
	Total	\$5,664.00	(\$25,233.50)	(\$19,569.50)
	Total	\$25,361.50	(\$25,361.50)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check	Cash Cash/Check	\$9,166.50	\$0.00	\$9,166.50
	Range Total	\$9,166.50	\$0.00	\$9,166.50

Bank Deposit

From 12/01/2015 To 12/31/2015

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,102.50	
Check	\$8,064.00	
Total Deposit	\$9,166.50	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual Adjusted	Bank Account
4388	Dec 1, 2015	2_ReceiptStation1_Tue / 4366	\$403.00	\$403.00	Bank Account
4389	Dec 1, 2015	12_Payson_Tue / 4367	\$105.00	\$105.00	Bank Account
4391	Dec 2, 2015	3_ReceiptStation1_Wed / 4369	\$788.00	\$788.00	Bank Account
4392	Dec 3, 2015	4_ReceiptStation1_Thu / 4370	\$899.00	\$899.00	Bank Account
4393	Dec 3, 2015	14_Payson_Thu / 4371	\$184.00	\$184.00	Bank Account
4397	Dec 4, 2015	5_ReceiptStation1_Fri / 4372	\$682.00	\$682.00	Bank Account
4398	Dec 4, 2015	15_Payson_Fri / 4373	\$323.00	\$323.00	Bank Account
4400	Dec 7, 2015	1_ReceiptStation1_Mon / 4374	\$619.00	\$619.00	Bank Account
4401	Dec 7, 2015	11_Payson_Mon / 4375	\$312.00	\$312.00	Bank Account
4402	Dec 8, 2015	12_Payson_Tue / 4377	\$343.00	\$343.00	Bank Account
4403	Dec 8, 2015	2_ReceiptStation1_Tue / 4376	\$605.00	\$605.00	Bank Account
4405	Dec 9, 2015	13_Payson_Wed / 4379	\$147.00	\$147.00	Bank Account
4406	Dec 10, 2015	14_Payson_Thu / 4382	\$178.00	\$178.00	Bank Account
4407	Dec 10, 2015	4_ReceiptStation1_Thu / 4381	\$782.00	\$782.00	Bank Account
4409	Dec 9, 2015	3_ReceiptStation1_Wed / 4378	\$690.00	\$690.00	Bank Account
4410	Dec 11, 2015	5_ReceiptStation1_Fri / 4384	\$648.00	\$648.00	Bank Account
4411	Dec 11, 2015	15_Payson_Fri / 4383	\$164.00	\$164.00	Bank Account
4412	Dec 14, 2015	11_Payson_Mon / 4386	\$15.00	\$15.00	Bank Account
4413	Dec 14, 2015	1_ReceiptStation1_Mon / 4385	\$1,122.00	\$1,122.00	Bank Account
4414	Dec 15, 2015	12_Payson_Tue / 4388	\$186.00	\$186.00	Bank Account
4415	Dec 15, 2015	2_ReceiptStation1_Tue / 4387	\$298.00	\$298.00	Bank Account
4416	Dec 16, 2015	3_ReceiptStation1_Wed / 4389	\$4,423.00	\$4,423.00	Bank Account
4417	Dec 16, 2015	13_Payson_Wed / 4390	\$280.00	\$280.00	Bank Account
4418	Dec 17, 2015	4_ReceiptStation1_Thu / 4392	\$269.00	\$269.00	Bank Account
4419	Dec 17, 2015	14_Payson_Thu / 4391	\$299.00	\$299.00	Bank Account
4420	Dec 18, 2015	5_ReceiptStation1_Fri / 4393	\$659.00	\$659.00	Bank Account
4421	Dec 21, 2015	1_ReceiptStation1_Mon / 4394	\$646.00	\$646.00	Bank Account
4422	Dec 21, 2015	11_Payson_Mon / 4395	\$392.00	\$392.00	Bank Account
4424	Dec 22, 2015	12_Payson_Tue / 4397	\$183.00	\$183.00	Bank Account
4425	Dec 23, 2015	3_ReceiptStation1_Wed / 4399	\$1,430.00	\$1,430.00	Bank Account
4426	Dec 23, 2015	13_Payson_Wed / 4398	\$203.00	\$203.00	Bank Account
4427	Dec 24, 2015	4_ReceiptStation1_Thu / 4400	\$104.50	\$104.50	Bank Account
4430	Dec 28, 2015	1_ReceiptStation1_Mon / 4402	\$842.00	\$842.00	Bank Account
4431	Dec 28, 2015	11_Payson_Mon / 4401	\$170.00	\$170.00	Bank Account
4432	Dec 29, 2015	2_ReceiptStation1_Tue / 4405	\$666.00	\$666.00	Bank Account
4433	Dec 29, 2015	12_Payson_Tue / 4404	\$292.00	\$292.00	Bank Account
4434	Dec 30, 2015	3_ReceiptStation1_Wed / 4406	\$1,379.00	\$1,379.00	Bank Account
4435	Dec 30, 2015	13_Payson_Wed / 4407	\$123.00	\$123.00	Bank Account
4436	Dec 31, 2015	4_ReceiptStation1_Thu / 4409	\$1,172.00	\$1,172.00	Bank Account
4437	Dec 31, 2015	14_Payson_Thu / 4408	\$30.00	\$30.00	Bank Account
4443	Dec 31, 2015	previousday / 4410	\$256.00	\$256.00	Bank Account
4461	Dec 8, 2015	previousday / 4434	\$79.00	\$79.00	Bank Account
4462	Dec 22, 2015	2_ReceiptStation1_Tue / 4396	\$1,907.00	\$1,907.00	Bank Account



STATE REMITTANCE REPORT

Report Period: December 2015
 Date: 01 / 28 / 2016
 Depositor Code # 5393

Prepared By: K Reece
 Title: Chief Deputy
 Phone #: 928-402-8734

Depositor Name: Gila County Recorder
 Address: 1400 E. Ash St.
Globe, AZ 85501

negative amounts are not to be used on this form
 (contact this Office for guidance regarding negative entries)

<u>DESCRIPTION</u>	<u>STATUTE (ARS #)</u>	<u>AMOUNT</u>
FINES & FEES		
Confidential Inter Fund	08-135; 12-284.03A8	
Juvenile Family Counseling	08-263C	
Victim's Rights - Juvenile	08-418; 41-191.08	
AHCCCS	11-292	
JCEF-Filing Fees	12-284.03A7; 22-281C1; 22-404C1	
JCEF - Time Payment	12-116B	
JCEF - Diversion Fee	12-114	
JCEF- Probation Assessment	12-114.01	
DNA Penalty Assessment	12-116.01C, J	
Domestic Violence	12-284.03A2	
Drug Prevention Res Center	12-284.03; 41-2402H	
Child Abuse	12-284.03A3	
Sex Offender Assessment	13-3824	
Anti-Racketeering Fund	13-811B; 13-2314.01	
Drug & Gang Enforce Acct	13-811C; 41-2402	
Community Punishment		
Program Drug Fines	13-821; 12-299	
Citizens Clean Election Fund	16-949D; 16-954C	
Game & Fish - Wildlife	17-313A	
AZ Lengthy Trial Fund	21-222	
Alternative Dispute	22-281C2; 12-135;	
Resolution Fund	12-284.03A5	
Mining Fees	27-208D	<u>20.00</u>
Child Passenger Restraint	28-907C	
DPS - Civil Penalty	28-2533C; 28-4139	
DUI Abatement Fund	28-1304; 28-1382, 3	
Civil Penalties (Gen. Fund)	28-737; 28-876; 28-2416; 32-1166	
AZ Highway Fines (HURF)	28-5438F; 28-2533C	
Victim Comp/Assistance	31-411F; 31-466B	
Registrar of Contractors	32-1107; 32-1124	
MSEF Penalty Assessment	36-2219.01; 12-116.02F	
CJEF Penalty Assessment	41-2401; 12-116.01	
Arson Detection Reward Fund	41-2167	
FTG Penalty Assessment 7%	41-2421J; 12-116.01B	
Prison Const & Ops Fund	41-1651; 5-395.01A4	
Dept of Law - Crim. Cases	41-2421E4	
GIITEM	41-1724; 11-1051	

<u>DESCRIPTION</u>	<u>STATUTE (ARS #)</u>	<u>AMOUNT</u>
FINES & FEES (continued)		
DUI, OUI Assessment	5-395.01; 5-396, 7; 28-1381-3;	
(public safety equip fund)	28-8284, 6-8; 14-1723	
FARE General Services Fee		
FARE Delinquent Fee		
FARE Special Collections Fee		
FARE Installment Fee		
Constable Ethics Fund	11-445 (80%)	
Constable Ethics Fund	11-445 (20%)	
Photo Enforcement Fee	41-1722	
Photo Enforcement Process Serving Fee		
OTHER FINES & FEES (describe and indicate ARS #)		
TAXES		
Prior Year Real Property	42-208	
Personal Property	42-208	
County Education District	15-991.01A	
Property-Min School Tax	15-992B, C	
State Water Banking	48-3715.03; 45-2425	
C.A.W.C.D.	48-3715	
Groundwater Replenishment	48-3773.A3; 48-3772	
OTHER TAXES (describe and indicate ARS #)		
90/10 REVENUE		
Mobile Home Relocation	33-1476.03 (90%)	
Mobile Home/Ins. & Cost	33-1476.03 (10%)	
TOTAL AMOUNT REMITTED:		
By Check		
By Cr Advice (Wire)		
TOTAL		<u>20.00</u>

NOTES:

Certain funds are required to be remitted to the State Treasurer directly, while others are to be remitted to other entities; i.e., county treasurer, city treasurer, etc. Only use this form to remit funds to the Arizona State Treasurer as required by Arizona Revised Statutes (A.R.S.). For all other remittances, please check with your city or county. Form TRE 102A is to be used by counties for required detailed information. Please keep a copy of this report for your records.

FOR STATE TREASURER USE ONLY

Gila County, AZ
Sadie Jo Bingham, Recorder
1400 East Ash
Globe, Arizona 85501

Receipt: 15-9128

Product	Name	Extended
SOJ	Satisfaction Of Judgment	\$10.00
# Pages 5, Document # 2015-012173, Document Info: FABER AND BRAND LLC		
REFUNDOVER	Refund/over	\$15.00
Amt of Overage: \$15.00, Return Customer Credit Advance Amount \$0.00, Refund of Misc \$0.00		
Total		\$25.00
Tender (Check)		\$25.00
Check# 303475, Paid By FABER AND BRAND LLC		

Thank You!

Tue Dec 15 16:48:25 MST 2015 JT

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS

FABER AND BRAND LLC
COST ACCOUNT
P.O. BOX 10110
COLUMBIA, MO 65205

HAWTHORN BANK
COLUMBIA, MO 65203

303474

Date
12/10/2015

Pay to the
Order Of

GILA COUNTY RECORDER'S OFFICE

\$25.00

TWENTY-FIVE AND 00/100 DOLLARS

Dollars

GILA COUNTY RECORDER S OFFICE

1400 EAST ASH STREET
GLOBE, AZ 85501

Memo: RELEASE OF JUDGMENT Case #: 2014CV654UN Outfile:

Sadie Jo Bingham

⑈ 303474 ⑈ ⑈ 086500605⑈

⑈ 085000004226 ⑈

91-2172 1221 9027

DATE 12/18/15

PAY TO THE ORDER OF Gila Count / Recorder \$ 78.00

Twenty Eight no/100

CHASE JPMorgan Chase Bank, N.A. www.Chase.com

MEMO 0114966110

MP

Gila County, AZ
 Sadie Jo Bingham, Recorder
 1400 East Ash
 Globe, Arizona 85501

Receipt: 15-9285

Product	Name	Extended
DC	Death Certificate	\$10.00
# Pages 2, Document # 2015-012377, Document Info: DAVID STEWART SR		
DC	Death Certificate	\$10.00
# Pages 2, Document # 2015-012378, Document Info: DAVID STEWART SR		
CTFTRUST	Certificate Of Trust	\$10.00
# Pages 2, Document # 2015-012379, Document Info: DAVID STEWART SR		
WD	Warranty Deed	\$18.00
# Pages 1, Document # 2015-012380, Document Info: DAVID STEWART SR, Print AOV Label false, # AOV Pages 0		
WD	Warranty Deed	\$15.00
# Pages 2, Document # 2015-012381, Document Info: DAVID STEWART SR, Print AOV Label false, # AOV Pages 0		
REFUNDOVER	Refund/over	\$15.00
Amt of Overage: \$15.00, Return Customer Credit Advance Amount \$0.00, Refund of Misc \$0.00		
Total		\$78.00
Tender (Check)		\$78.00
Check# 9027, Paid By DAVID STEWART SR		

Thank You!

Tue Dec 22 11:20:26 MST 2015 JT

Gila County, AZ
Sadie Jo Bingham, Recorder
1400 East Ash
Globe, Arizona 85501

Receipt: 15-9126

Product	Name	Extended
SOJ	Satisfaction Of Judgment	\$10.00
# Pages 5, Document # 2015-012172, Document Info: FABER AND BRAND LLC		
REFUNDOVER	Refund/over	\$15.00
Amt of Overage: \$15.00, Return Customer Credit Advance Amount \$0.00, Refund of Misc \$0.00		
Total		\$25.00
Tender (Check)		\$25.00
Check# 303474, Paid By FABER QND BRAND		

Thank You!

Tue Dec 15 16:45:30 MST 2015 JT

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS

FABER AND BRAND LLC
COST ACCOUNT
P.O. BOX 10110
COLUMBIA, MO 65205

HAWTHORN BANK
COLUMBIA, MO 65203

303475

Date
12/10/2015

Pay to the
Order Of

GILA COUNTY RECORDER'S OFFICE

TWENTY-FIVE AND 00/100 DOLLARS

\$25.00

Dollars

GILA COUNTY RECORDER'S OFFICE

1400 EAST ASH STREET
GLOBE, AZ 85501

Memo: RELEASE OF JUDGMENT Case #: 2014CV357 0 urfile:1

Sadie Jo Bingham

⑈ 303475⑈ ⑆ 086500605⑆

⑈ 08500004226⑈

Gila County, AZ
Sadie Jo Bingham, Recorder
1400 East Ash
Globe, Arizona 85501

Receipt: 15-8989

*** REPRINT *** REPRINT *** REPRINT ***

Product	Name	Extended
SURV	Survey Map	\$164.00
Document # 2015-011995, Document Info: GILA GEOLOGICAL CONSULTANTS LLC, # Fee. Pages 8		
REFUNDOVER	Refund/over	\$28.00
Amt of Overage: \$28.00, Return Customer Credit Advance Amount \$0.00, Refund of Misc \$0.00		
Total		\$192.00
Tender (Check)		\$192.00
Check# 1061, Paid By GILA GEOLOGICAL CONSULTANTS LLC		

*** REPRINT *** REPRINT *** REPRINT ***

Thank You!

Wed Dec 09 12:30:01 MST 2015 KMS

GILA GEOLOGICAL CONSULTANTS, LLC
P.O. BOX 1781
GLOBE, AZ 85502-1781

1061
19-7098/250
209

PAY TO THE ORDER OF Gila County Recorder \$ 192.00/100

One hundred ninety two dollars + 00/100 DOLLARS

Washington Federal
Invested here
Globe Office
200 E. Sycamore St
Globe, AZ 85501

DATE 12/7/2015

Jack Bradford

⑈ 209 7008698 ⑈

ARF-3595

Consent Agenda Item 3. M.

Regular BOS Meeting

Meeting Date: 02/16/2016

Reporting Period: January 26, 2016 and February 2, 2016

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk

Information

Subject

January 26, 2016, and February 2, 2016, Board of Supervisors' meeting minutes.

Suggested Motion

Approval of the January 26, 2016, and February 2, 2016, Board of Supervisors' meeting minutes.

Attachments

BOS 02-02-16 Meeting Minutes

BOS 01-26-16 Meeting Minutes

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: February 2, 2016

MICHAEL A. PASTOR

Chairman

MARIAN E. SHEPPARD

Clerk of the Board

TOMMIE C. MARTIN

Vice-Chairman

By: Laurie J. Kline
Deputy Clerk

JOHN D. MARCANTI

Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; 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. David Rogers led the Pledge of Allegiance and Jacque Sanders delivered the invocation.

Item 2 – PRESENTATIONS:

A. Recognition of Gila County employees who have been employed for 5, 10, 15, 20, 25, 30, 35 and 40 years as of 2015.

Erica Raymond, Human Resources Assistant Senior, announced the 2015 Gila County Employee Service Awards, and the Board recognized and thanked each of the recipients in Payson and in Globe respectively as follows:

5 years

Zackery Andrade, Laura Bryant, Patrick Cottrell, Jessica Cruz, Beth Davies, Larry Dooly, Ruben Duarte, Jordan Flake, Jeremy Friestad, Cate Gore, Michael Lemon, Carl McCoy, Don McDaniel, Jr., Kendall Rhyne, Gary Scales, Howard Shapiro, Danielle Toumberlin, Lisa Wilckens, Charlotte Williams

10 years

Jay Boyer, Deborah Bradway, Scott Buzan, Shawn Campbell, Anna Cruz, Carol Fagan, Julie Hill, Michelle Keegan, Catherine Levario, Tommie Martin, Adrian Mata, Gerald Nenninger, Linda O'Dell, Johnnie Perez, Stephanie Perez, Mathilde Seibert, Tiffiney Tarango, Cheryl Wellington, Stevan Williams

15 years

William Carlson, Bianca Gilberti Dalmolin, Ruben Gonzales III, Cheri Heppler, Fred Lavin, Mary Leon, Ruth M. Lopez, Kathleen Joerns Lord, Lisa Modglin, Maria Rasmussen, Kaycee Reece, Michael Ybarra

20 years

Karen Baltz, Brent Cline, Rodney Cronk, Debbie Fickel, Sherry Grice, Noreen Prater, David Rogers, Anna Sanchez, Karen Yanez

25 years

Travis Baxley, Denice Bondurant, Michael Johnson, Julie Scott, Emma Yeoman

30 years

Ramon Garcia, Bertina Pratt, Donna Puhara, Arthur Salcido

35 years

Martha Gonzales

40 years

Ruben Casillas

Chairman Pastor thanked all of the employees for their hard work and dedication and stated that there were light refreshments available.

At 10:15 a.m. Chairman Pastor recessed the meeting.

At 10:30 a.m. Chairman Pastor reconvened the meeting.

Item 3 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to appoint two (2) of the nominated qualified electors who meet the requirements of the Arizona Revised Statutes and Gila County policy to fill the two (2) vacancies on the Personnel Commission for four-year terms commencing January 1, 2016, and expiring December 31, 2019.

Don McDaniel, County Manager, advised that there are no term limits for the Personnel Commission, so if the Board so chooses, the two existing board members may be reappointed. He reviewed two of the requirements for serving on the Personnel Commission, as follows: 1) not more than three members shall be from the same political party; and, 2) County policy requires that at least one member shall have prior work experience in the law enforcement or probation field. The nominees are: Ken Volz, Lori Andrade, Kevin Nolan and Jaime Escobedo. Mr. McDaniel stated that Mr. Nolan and Mr. Escobedo have prior work experience in the law enforcement field.

Vice-Chairman Martin thanked the nominees for their willingness to assist the County by offering to serve on the Personnel Commission. Vice-Chairman Martin made a motion to reappoint Lori Andrade and appoint Jaime Escobedo

for a four-year term of office which runs from January 1, 2016, through December 31, 2019, which was seconded by Supervisor Marcanti. (The term of each incumbent will begin upon Board appointment.) Before the vote was taken, Chairman Pastor stated that he believed that Jaime Escobedo was a retired Department of Public Safety (DPS) Commander. Vice-Chairman Martin added that Mr. Escobedo grew up in Payson and currently resides there; however, she added that while employed with DPS, Mr. Escobedo's assigned patrol area was Globe so he is very knowledgeable about the entire County. It is her understanding that Mr. Escobedo retired in the position of Lieutenant. She was particularly pleased that Mr. Escobedo has no prior work history with Gila County. She commented that Ms. Andrade has been an asset to the Personnel Commission, so she was pleased with her willingness to serve another term of office. Chairman Pastor called for the vote on the motion, which passed unanimously.

Chairman Pastor asked Shelley McPherson, Human Resources and Risk Management Director, to notify Ms. Andrade and Mr. Escobedo about their reappointment/appointment to the Gila County Personnel Commission.

B. Information/Discussion/Action to approve an Intergovernmental Agreement with the Arizona Department of Economic Security to provide Title IV-D child support services in Gila County for the award period beginning October 1, 2015, and ending September 30, 2020.

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief, stated that this Intergovernmental Agreement (IGA) with the Arizona Department of Economic Security (ADES) has been in existence since 1992. The new IGA contains essentially the same language as previous IGAs except for some added reporting requirements. Gila and Navajo Counties are the only two Arizona counties that manage their own child support programs. Approving this IGA will allow the Gila County Child Support Division to continue providing child support services to Gila County residents; otherwise, the services would be managed by ADES. Mr. Dalton stressed the importance to continue to provide a local child support office. He mentioned that the ADES's scores on incentive measures are lower than Gila County's incentive scores, so if this function were to be placed under the purview of ADES, most likely child support enforcement would decrease in Gila County. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved an Intergovernmental Agreement with the Arizona Department of Economic Security to provide Title IV-D child support services in Gila County for the award period beginning October 1, 2015, and ending September 30, 2020.

Item 4 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted

upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval of the reappointment of Judge Gary V. Scales as Judge Pro Tempore for the Superior Court in Gila County for the period of July 1, 2016, until June 30, 2017.

B. Acknowledgment of James Hinton's resignation from the East Verde Park Fire District Board of Directors, and the appointment of Maggie Mean-Evans to fulfill Mr. Hinton's unexpired term, effective September 23, 2015, through December 31, 2016.

C. Approval of the following precinct committeemen appointments as submitted by the Gila County Republican Committee: Payson #2 - Jane Bradley Evans and Globe #7 - Peggy Porter.

D. Approval of Amendment No. 6 to Professional Services Agreement No. 062813-Medical Examiner Services between Gila County and Mark A. Fischione, M.D., PLC to extend the term of the contract from January 7, 2016, to July 6, 2016, and to increase the original contract amount from \$30,000 to \$65,000 for the new contract term.

E. Acknowledgment of the November 2015 monthly activity report submitted by the Recorder's Office.

F. Acknowledgment of the December 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.

G. Approval of the January 5, 2016, and January 19, 2016, Board of Supervisors' meeting minutes.

H. Acknowledgment of the Human Resources reports for the weeks of January 5, 2016, January 12, 2016, January 19, 2016, and January 26, 2016.

JANUARY 5, 2016

DEPARTURES:

1. David Buffington – Public Works – Building Maintenance Technician Lead – 02/07/16 – Facilities Management Fund – DOH 02/05/96
2. Troy Sessions – Sheriff's Office – Temporary Emergency Response – 09/30/15 – General Fund – DOH 05/17/12
3. Arthur Salcido – Sheriff's Office – Deputy Sheriff Sgt. – 12/31/15 – General Fund – DOH 12/03/85

TEMPORARY HIRES TO COUNTY SERVICES:

4. Robert Gould – Community Development – Temporary Planner – 01/04/16 – General Fund

END PROBATIONARY PERIOD:

5. Austin Payne – Public Works – Automotive Service Worker – 01/06/16 – Public Works Fund

OTHER ACTIONS:

6. Scott Buzan – Community Development – From Chief Building Official – To Community Development Site Supervisor – 12/28/15 – General Fund – Temporary assignment

REQUEST TO POST:

7. Public Works – Building Maintenance Technician Lead – Vacated by David Buffington

8. Superior Court – Part-Time Bailiff

JANUARY 12, 2016

DEPARTURES:

1. Paul Curzon – Assessor’s Office – Mapping Technician – 01/07/16 – General Fund – DOH 11/02/15

2. Melanie Sabbatino-Tackett – Superior Court – Administrative Clerk Senior – 12/10/15 – Court Appointed Special Advocate(.50)/Court Improvement Project(.50) Funds – DOH 11/30/15

3. Austin Stratton – Sheriff’s Office – Detention Officer – 01/05/16 – General Fund – DOH 03/23/15

NEW HIRES:

4. John Bacon – Public Works – Part-Time Custodian (.85) – 01/19/16 – Facilities Management Fund – Replacing Rebecca Taylor

5. Amy Korth – Recorder’s Office – Recorder’s Clerk – 01/25/16 – General Fund – Replacing Kassandra Seaver

6. Victoria Waynick – Superior Court – Administrative Clerk Senior – 01/11/16 – General Fund

7. Jace Johnson – Public Works – Building Maintenance Technician – 01/19/16 – Facilities Management Fund – Replacing Jerry M. Moore

END PROBATIONARY PERIOD:

8. Patti Dremmler – Public Works – Administrative Clerk Specialist – 01/08/16 – Public Works Fund

DEPARTMENTAL TRANSFERS:

9. Charles Turney – Health and Emergency Services – Community Health Specialist – 01/19/16 – Prescription Drug Overdose Prevent Fund – New grant funded position

10. Duncan Rose – County Attorney’s Office – From Deputy County Attorney Senior – To Deputy County Attorney Principal – 01/11/16 – General Fund – Replacing Travis Shield

11. Jessica Oortman – County Attorney’s Office – From Deputy County Attorney – To Deputy County Attorney Senior – 01/11/16 – From Drug Prosecution Grant Fund – To General Fund – Replacing Duncan Rose

12. Calley Anderson – County Attorney’s Office – Deputy County Attorney – 01/11/16 – From General Fund – To Drug Prosecution Grant Fund – Replacing Jessica Oortman

OTHER ACTIONS:

13. Sylvia Hernandez – Probation – From Probation Operations Manager – To Chief Administrative Officer – 01/11/16 – General Fund

REQUEST TO POST:

14. County Attorney’s Office – Deputy County Attorney – Vacated by Calley Anderson

15. Assessor’s Office – Mapping Technician – Vacated by Paul Curzon

JANUARY 19, 2016

DEPARTURES:

1. Brent Miller – Sheriff’s Office – Detention Officer – 01/05/16 – General Fund – DOH 02/13/12

2. Allen Oswalt – Public Works – Public Works Roads Supervisor – 04/03/16 – Public Works Fund – DOH 07/25/94

NEW HIRES:

3. Mary Charles – Sheriff’s Office – Detention Officer – 01/25/16 – General Fund – Replacing Jordan Reardon

4. Donald Hayes III – Sheriff’s Office – Detention Officer – 01/25/16 – General Fund – Replacing Mariah Campagna

5. Kristy Johnson – Public Fiduciary – Administrative Clerk – 01/25/16 – General Fund – Replacing Stephanie Chaidez

6. Tracey Helgeson – Sheriff’s Office – Public Health Nurse – 01/25/16 – General Fund – Replacing Jessica Madrid

OTHER ACTIONS:

7. Thomas Dando – Public Works – Recycling and Landfill Operations Worker Senior – 01/19/16 – Recycling and Landfill Management Fund – Personal leave of absence

8. Brenda Cova – Probation – Administrative Clerk Senior – 07/01/15 – From Diversion Intake (.75)/Juvenile Standards Probation (.25) Funds – To Diversion Intake (.50)/Juvenile Standards Probation (.50) Funds – Change in fund code percentages

9. Kendall Rhyne – Probation/Superior Court – Chief PO/Court Administrator – 01/11/16 – Various Funds – Change in fund codes

REQUEST TO POST:

10. Sheriff’s Office – Property and Evidence Custodian – Vacated by Marcus Teague

11. Health and Emergency Services – Community Health Specialist – Vacated by Charles Turney

JANUARY 26, 2016

DEPARTURES:

1. Howard Shapiro – Sheriff’s Office – Special Investigator (.48) – 01/15/16 – General Fund – DOH 07/05/10
2. Clifton Mitchell – Public Works – Recycling and Landfill Operator Worker Senior – 02/21/16 – Recycling and Landfill Management Fund – DOH 07/21/08
3. James Gibson – Public Works – Recycling and Landfill Operator Worker Senior – 01/30/16 – Recycling and Landfill Management Fund – DOH 05/03/12

END PROBATIONARY PERIOD:

4. Susan Pontel – Assessor’s Office – Cartography GIS Analyst – 01/27/16 – General Fund
5. Adela Valenzuela – Public Fiduciary – Finance Specialist – 02/24/16 – General Fund
6. Kevan Ford – Community Services – Administrative Clerk Senior – 02/17/16 – CAP (.50)/GEST(.50) Funds
7. Shealene Stidham – Recorder’s Office – Voter Registration Coordinator – 01/13/16 – General Fund

DEPARTMENTAL TRANSFERS:

8. John Digman – Public Works – From Road Maintenance and Equipment Operator – To Road Maintenance and Equipment Operator Senior – 02/01/16 – Public Works Fund – Replacing David Slaughter

REQUEST TO POST:

9. Public Works – Recycling and Landfill Operator Worker Senior – Vacated by Clifton Mitchell

I. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of December 14, 2015, through December 18, 2015; December 21, 2015, through December 25, 2015; and, December 28, 2015, through January 01, 2016.

J. Approval of finance reports/demands/transfers for the weeks of January 4-10, 2016, in the amount of \$774,988.29; January 11-17, 2016, in the amount of \$1,786,698.11; and, January 18-24, 2016, in the amount of \$330,021.57. (An itemized list of disbursements is attached to the minutes and permanently on file in the Board of Supervisors’ Office.)

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Consent Agenda action items 4A – 4J.

Item 5 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board

of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

Item 6 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

Each Board member and the County Manager presented information on current events.

Item 7 – EXECUTIVE SESSION ITEMS: (The Board of Supervisors may vote to go into executive session on one or all of the items listed in this section. No action will be taken by the Board while in executive session.)

At 10:54 a.m. upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously voted to go into Executive Session to address agenda items 7A-7F.

At 11:32 a.m. Chairman Pastor reconvened the meeting. Vice-Chairman Martin did not return to the regular meeting after the Executive Session due to a previous appointment.

A. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a Request for Waiver of Service for Continental Energy, LLC v. Gila County, TX2015-000969, and a request to allow the Attorney General's Office to represent Gila County in this matter. After the Regular Meeting has been reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item.

Upon motion by Supervisor Marcanti, seconded by Chairman Pastor the Board voted to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item.

B. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a Request for Waiver of Service for Continental Energy, LLC v. Gila County, TX2015-000950, and a request to allow the Attorney General's Office to represent Gila County in this matter. After the Regular Meeting has been

reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item.

Upon motion by Supervisor Marcanti, seconded by Chairman Pastor the Board voted to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item.

C. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a request to allow the Attorney General's Office to represent Gila County for Constellation Solar Arizona, LLC v. Gila County, TX 2015-000112. After the Regular Meeting has been reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item.

Upon motion by Supervisor Marcanti, seconded by Chairman Pastor the Board voted to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item.

D. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a request to allow the Attorney General's Office to represent Gila County for Sunrun Inc. v. Gila County, TX 2015-000450. After the Regular Meeting has been reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item.

Upon motion by Supervisor Marcanti, seconded by Chairman Pastor the Board voted to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item.

E. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a request to allow the Attorney General's Office to represent Gila County for Solarcity Corporation v. Gila County, TX 2015-000240. After the Regular Meeting has been reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item.

Upon motion by Supervisor Marcanti, seconded by Chairman Pastor the Board voted to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item.

F. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) regarding a proposed Settlement Agreement for Carson Construction Inc. v. Gila County, CV 201500006, regarding the Pine Creek Canyon Road

Construction Project. After the Regular Meeting has been reconvened, move to direct the County Attorney's Office to proceed as directed in the executive session regarding this agenda item.

Supervisor Marcanti made a motion to direct the County Attorney's Office to proceed as directed in the executive session, which was seconded by Chairman Pastor. Before the vote was taken, Mr. Dalton asked the Board to consider revising the motion to also instruct the County Attorney's Office to approve any necessary paperwork in connection with the settlement according to the County Attorney's recommendations, to which the Board agreed. Chairman Pastor asked for the vote on the revised motion, which passed.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:38 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: January 26, 2016

MICHAEL A. PASTOR
Chairman

MARIAN E. SHEPPARD
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Laurie J. Kline
Deputy Clerk

JOHN D. MARCANTI
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

There was no County attorney present.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

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. Robert Hickman led the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion regarding accomplishments and activities of the Public Works Division including administration, operations, and project status.

Don McDaniel, County Manager, complimented and recognized Michael Scannell, Deputy County Manager, and Steve Sanders, Public Works Division Director, for the positive cultural change which has occurred over the last six months by developing a collaborative leadership style involving stakeholders and directors within the Public Works Division and giving them the opportunity to contribute to the decisions that are being made.

Mr. Scannell gave kudos to Mr. Sanders and the entire Public Works Division staff for all of the hard work and dedication that has been demonstrated over the last six months.

Mr. Sanders and his staff provided an update on the following Public Works projects:

On January 5, 2016, the Board of Supervisors approved the use of State Contract No. ADSPO12-013788 with SD Crane Builders, Inc. for the Copper Administration Building (CAB) renovation project. A notice to proceed with the project was issued as of January 18, 2016. It was agreed that the project completion date would be 240 days from the date the notice to proceed was issued. Occupancy is scheduled to take place the week of September 14, 2016, which is the 240-day deadline.

Shannon Coons, Public Works Fiscal Services Manager, stated that it was necessary to decommission the fueling station near the Guerrero Building in order to provide enough room for traffic around the CAB. The determination was made, after analysis, that decommissioning the fueling station would cause minimal impact to the users of fueling station, and that the cost savings would be substantial. Chairman Pastor requested that staff provide information to County employees regarding the fueling station that is located on Besich Boulevard to include the timeline for use, maps and routes. He also inquired as to the cleanup of the fueling station next to the CAB, once it has been closed. Mr. Sanders stated that there are environmental guidelines which will be followed with regard to the cleanup and decommissioning of the fueling station.

Mr. Scannell referred to the next project as the Payson Criminal Justice Center Space Allocation project. This building is located in Payson and since the time it was purchased by the County, it has been referred to as the NAPA auto parts store; however, Mr. Scannell advised that it will be now referred to as Superior Court North. He stated that Caryn Paige, a registered architect, was hired to develop a conceptual design for this project, which will be divided into four design phases. Ms. Paige met with the Superior Court judges and the Clerk of the Court in order to design a set of facilities that will meet their needs and approval. Mr. Scannell explained that a request to expend funds would be presented to the Board prior to commencing each phase of this project.

Phase I will include modifications to Superior Court North to facilitate a new courtroom and office space for the Clerk of the Court's Office staff. Phase II will include modifications to the jail to include improvements being made to the booking area, sally port, and the area where inmates receive medical treatment. Phase III will provide additional space for the Justice Court and Probation Department on the lower level of the existing Payson Courthouse building. Phase IV will address space needs on the upper level of the existing Payson Courthouse building for the County Attorney's Office staff and Probation Department staff. Mr. Scannell stated that in general, this project is a short-

term fix, so in approximately 5-10 years there may be a need for additional design and build work to be completed. He thanked Mr. Sanders and Robert Hickman, Public Works Facilities Manager, for their leadership and guidance as well as staff for their contributions to this project.

The Board members provided comments in support of developing a sally port to provide a safer environment for the public, the intake and transfer of inmates, and County employees with regard to this area. Vice-Chairman Martin inquired as to the timeline to develop a sally port. Chairman Pastor inquired if the floor plan that was shown is the entire footprint of the old NAPA building. Mr. Hickman replied that the floor plan is being expanded to 6,000 square feet, an approximate increase of 25%. Mr. Scannell responded to Vice-Chairman Martin's inquiry regarding the timeline of the sally port by inviting the Board to a Phase II meeting to be held in Payson on January 29th at 10:00 a.m. Mr. Hickman stated that due to collaboration with the Finance Division staff, modifications were completed using the job order method of construction, which enabled the County to resolve health, hygiene, safety and security issues with the kitchen at the jail in Globe at a cost of approximately \$28,000 less than projected. Mr. Hickman stated that the Payson stairs project has also been completed using a "design build" project. The stairs will be constructed of concrete and metal with a wooden façade with elevated landings in order to be ADA (Americans with Disabilities Act) compliant. Autumn Giles, Arizona Silver Belt Newspaper Sports Editor, inquired as to location of the stairs to which Mr. Hickman replied that they are located at the County government offices on the corner of the Beeline Highway and Main Street (714 S. Beeline Highway, Payson). Mr. Hickman added that the steps are built using a product called hydrophobic concrete which repels water.

Mr. Sanders then spoke about the Roads Department within Public Works. He stated that Terry Doolittle, a consultant, was hired to prepare an audit or best management practices of the Roads Department. Late last summer, Mr. Doolittle issued a written report with 24 recommendations for change and some of those recommendations have already been implemented. One of the recommendations was to outsource crack-sealing of the roads rather than performing this work in-house. Another recommendation was to create a capital equipment replacement program, which is now being started by identifying unnecessary equipment and exploring options to sell that equipment for the best price in order to build funds for a capital replacement program. Mr. Sanders then explained and described the implementation of a comprehensive road blading maintenance schedule for both the Timber Region (northern Gila County) and the Copper Region (southern Gila County). The next step to be implemented will be to document and track the frequency of the maintenance that has been performed on certain roads. Vice-Chairman Martin stated that she would like to see cross training in the Roads Department so the

Roads Department's employees are familiar with all of the County roads. Chairman Pastor inquired if weed abatement and vegetation cleanup is included in the maintenance of the small roads and creeks in the County. Mr. Sanders replied stated that prison inmate labor is used for this type of work in the Copper Region. There is a full time vegetation crew, so vegetation work can be scheduled in the Copper Region. The Timber Region only has the Roads Department crew to perform this type of maintenance; however, the maintenance schedule will be an effective planning tool for the roads crew. Chairman Pastor was pleased to receive this information which will also be made available to constituents.

Ms. Coons spoke about the County's fleet program and she stated that Public Works is trying to reduce the number of County-owned vehicles. The Community Services Division, Health and Emergency Services Division, Elections Department and the Public Fiduciary's Department have volunteered to participate in a pilot fleet program whereby a motor pool has been established. The first data set will be available on February 1st and at that time there will be a meeting with all of the users. The data will be collected and examined to determine if the number of vehicles in the motor pool may be reduced. Supervisor Marcanti inquired if fuel usage and costs are tracked, and if the cost is within budget. Ms. Coons replied that the fuel cost is under budget.

Mr. Sanders stated that the City of Globe has offered to provide approximately three acres of land in order to develop an animal shelter facility. A formal agreement will be presented to the City of Globe Council and the Board of Supervisors in the near future. He stated that Mr. Scannell has been working to partner with the High Desert Humane Society (HDHS). Mr. Scannell stated that on a monthly basis he has met with HDHS President Cheryl Brazell and Treasurer Jane Hale resulting in a positive, collaborative working relationship. He added that over the past six months, the animal euthanasia rate has declined and the adoption rate has increased. Jon Cornell, KQSS news reporter, offered to use the radio station to promote adoption efforts.

Mr. Scannell spoke about formalizing a capital replacement plan and a capital improvement plan. He talked about a template that has been developed which will provide a long-term view for the replacement of capital equipment and also for capital improvement projects that will extend beyond yearly projections. Mr. Scannell and other staff will be working close with Finance Division staff to utilize this type of document during the annual budget process. Chairman Pastor inquired if the timeline for future capital equipment replacement and capital improvement projects would be five years or longer. Mr. Scannell replied that at present the projections would be for five years; however, it will depend on the input provided from the Finance Director, Mr. Hickman, Mr.

Sanders, and Mr. McDaniel if the timeline could be longer. Mr. Sanders advised that Public Works staff is still collecting data on the equipment in order to determine the best time to replace it and they are reviewing various companies' equipment replacement programs. Mr. Scannell added that, in the near future, staff will also need to meet with the Board to discuss various financing options for capital replacement and capital improvement projects. He provided an explanation on the two financing methods that are used; the "pay as you go" method and the "pay as you use" method of financing and the advantages and disadvantages related to both methods. He stated that typically Gila County and other counties use the "pay as you go" method of financing, such as was recently utilized for the purchase of the County's Copper Administration Building.

Mr. Sanders concluded the presentation by stating that the Public Works Division is endeavoring to develop a team concept of operations. Mr. Scannell acknowledged the vast positive change in management leadership that has occurred in recent times within the Public Works Division.

Vice-Chairman Martin stated that she appreciates the direction and leadership that has been demonstrated and is glad the County is moving in a positive direction. Supervisor Marcanti stated that he would like to see a better storage facility of evidence records for the Sheriff's Office. He also stressed the importance of resolving the safety issues with transporting prisoners to and from the jail in Payson. Vice-Chairman Martin stated that she wants to see a three-, five-, and ten-year timeline so there are short-, mid-, and long-term goals to work toward. Chairman Pastor stated that the information provided today was excellent and he thanked the group for the presentation. He added that he would like the Board to receive updates as to the progression of these projects.

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 information presented.

Each Board member presented information on current events. The County Manager advised that he had no comments.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:36 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-3574

Consent Agenda Item

3. N.

Regular BOS Meeting

Meeting Date: 02/16/2016

Reporting Period: January 08, 2016; January 15, 2016; and January 22, 2016

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 01-08-16; 01-15-16; and 01-22-16.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of January 04, 2016, through January 08, 2016; January 11, 2016, through January 15, 2016; and, January 18, 2016, through January 22, 2016.

Attachments

Report for County Manager approved contracts for Weeks Ending 01-08-16, 01-15-16 and 01-22-16

Expert Consulting Agreement-Analysis, Inc.

Professional Services Contract No. 121215-3-Hanlon Engineering Amendment No. 1-Service Plus

Amendment No. 1-Earthquest Plumbing

Amendment No. 1-Azteca Glass, Inc.

Web Service Sales Agreement-Revize

Service Agreement No. 102015-North Mechanical

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

January 04, 2016 thru January 08, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Analysis, Inc.	Expert Consulting Agreement and Fee Schedule	Not to exceed \$15,000.00	01-06-16 to completion of county attorney's needs	01-06-16	Expires	Expert Witness for criminal case. Crime Scene analysis, accident reconstruction, vehicle inspection. Consult with and advise prosecution regarding case forensic analysis. Consultant may be required to attend depositions and or present testimony at hearings and or the trial of the above referenced case.

January 11, 2016 thru January 15, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
121215-3 Hanlon Engineering Architecture	Professional Services Contract No. 121215-3 Gila County Courthouse 1 st and 2 nd Floor Airflow Testing, Analysis, and HVAC Design Services	\$26,372.00	01-13-16 to 02-29-16	01-13-16	Expires	Several remodels have occurred on the Courthouse 1 st and 2 nd floors since it was built in 1976. The HVAC and air distribution has not been mechanically engineered since then and on-going complaints from the occupants warrant this correction. The previous Contracts with Hanlon Engineering Architecture for HVAC Engineering on these floors did not include Airflow testing and equipment survey. Investigations and reports have shown that this service is necessary. Contractor to also provide design and engineering of any recommended changes to HVAC system.

January 11, 2016 thru January 15, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
120514 Service Plus Inc.	Amendment No. 1 to Service Agreement No. 120514 Sheriff's Office Appliance Service and Repair	\$5,500.00	01-01-16 to 12-31-16	01-13-16	Option to renew for one additional one-year period	Amendment No. 1 will extend the term of the contract for one additional year. Contractor will provide the repair and service of miscellaneous equipment located at various facilities for the Sheriff's Office.
122914 Earthquest Plumbing	Amendment No. 1 to Service Agreement No. 122914 Emergency Repairs at Various Sheriff's Facilities	\$2,000.00	01-07-16 to 01-06-17	01-13-16	Option to renew for one additional one-year period	Amendment No. 1 will extend the term of the contract from January 07, 2016 to January 06, 2017. A blanket contract has been issued to cover any emergency repairs that may arise for any of the Sheriff's facilities.

January 18, 2016 thru January 22, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
110614-1 Azteca Glass, Inc.	Amendment No. 1 to Service Agreement No. 110614-1 On-Call Glass Repair	Not to Exceed \$5,000.00	02-04-16 to 02-03-17	01-20-16	Option to renew for one additional one-year period	Amendment No. 1 will extend the contract term for one year with Azteca Glass, Inc. to repair or replace building glass in various Gila County buildings in and around Globe, Arizona on an On-Call basis or as needed basis.
Revize, LLC	Web Service Sales Agreement For Gila County Intranet Website Upgrade	\$10,034.00	To be completed within 30 days from upgrade start	01-20-16	Expires	Contractor shall provide a website upgrade to the Gila County Intranet software. Agreement allows for one free website re-design during the course of four years.

January 18, 2016 thru January 22, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
102015 North Mechanical, LLC	Service Agreement No. 102015 HVAC On-Call Service for Northern Gila County	Not to Exceed \$4,000.00	01-20-16 to 01-19-17	01-20-16	Option to renew for two additional wo-year periods	Contractor to provide on-call HVAC service for Northern Gila County. Response time for onsite repair to be within twelve hours.



Analysis, Inc.

Arizona Colorado Florida Texas

...EXPERT CONSULTING AGREEMENT AND FEE SCHEDULE

CLIENT: The person who or firm which employs the services of Analysis, Inc.

RETENTION: The consultant is not committed to perform any work for a client until the consultant is retained under the conditions described herein. The consultant agrees not to work for any other person/party involved in the case for a period of five (5) days after being verbally retained, or upon receipt of the retainer fee set forth herein. Should the five (5) days lapse without receipt of the retainer fee; the consultant is free to accept work from any other party. All potential parties named in suit, must be disclosed at execution of agreement.

WORK: The consultant agrees to perform such investigation, studies, and research as directed or requested by the client and to verbally advise the client periodically concerning his progress and findings. Materials received are subject to review at the discretion of Analysis, Inc. experts and management. Unless you direct otherwise, we will perform our services as we deem necessary and appropriate. If desired by the client, a formal written report will be prepared. In the event, an account is in arrears, Analysis, Inc. may require payment in full prior to presenting a written report. The consultant also agrees to assist in trial preparation, testify as an expert witness in his areas of qualification, and to assist the client in other matters within the scope of his expertise. Upon request, the consultant will provide an estimate of the time and expenses required to complete the requested work and will proceed with further work unless directed otherwise by client. Services include but are not limited to the case at hand, including preparation time, court waiting time, stand by and travel time portal-to-portal. When products or information such as depositions, historical summaries and references are forwarded to Analysis, Inc., time will be expended in reviewing and examining these materials and charged as a client cost. The cost of all work, including but not limited to, case analysis, review of depositions and discovery materials, examination and inspection of materials and exemplar products, development of work product, site visit preparation and pre-deposition development will be the responsibility of the client. In the event Analysis, Inc. consulting personnel are deposed or required to testify before a court or administrative tribunal by the opposing counsel through subpoena or otherwise, the client shall be fully responsible and agrees to pay any charges or costs thereby generated in the same manner as if the client had placed the order for such services. Analysis, Inc. may use services of sub-consultants, when, in Analysis, Inc.'s opinion, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants and testing laboratories. Analysis, Inc.'s use of other consultants for additional services shall not be reasonably restricted by the client. Analysis, Inc. makes no guarantee regarding the outcome of any investigation or case and all expressions relative hereto are matters of opinion only. Analysis, Inc. shall indicate to the client the information need for rendering of services hereunder. The client shall provide to Analysis, Inc. such information as is available to the client and the client's consultants and contractors, and Analysis, Inc. shall be entitled to rely upon the accuracy and completeness thereof. The client recognizes that it is impossible for Analysis, Inc. to assure accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors and omissions which may have occurred in assembling the information the client is providing. Accordingly, the client agrees, to the fullest extent permitted by law, to indemnify and hold Analysis, Inc. and Analysis, Inc's sub-consultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the client to Analysis, Inc. Analysis, Inc. makes no guarantee that Analysis, Inc's findings will provide useful results in the matter. **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.

FEES: Analysis, Inc. expert consulting time will be billed at the rate of \$340.00 per hour for regular services, \$510.00 per hour for rush or time constrained cases (under 30 days). Travel time will be billed at \$340.00 per hour. All pertinent

1400 E. ASH STREET

GLOBE, AZ 85501

Please Print Address

RE: AI Case #:

Case Name: STATE VS GOHN

Attorney Name: SHAWN FULLER

Please sign and return with original signature and retainer check.

Mailing – 8225 Boca Ciega Dr. St Pete Beach FL 33706

Phone (970) 243-8585 www.analysis-inc.com email: info@analysis-inc.com

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

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

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



GILA COUNTY
www.gilacountyaz.gov

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

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

1400 E. Ash Street
Globe, AZ 85501

PROFESSIONAL SERVICES CONTRACT NO. 121215-3
**GILA COUNTY COURTHOUSE 1ST AND 2ND FLOOR AIRFLOW TESTING, ANALYSIS,
AND HVAC DESIGN SERVICES**

THIS AGREEMENT, made and entered into this 13TH day of JANUARY, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Hanlon Engineering Architecture, Inc., of the City of Tucson, 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.

Scope of Work: Refer to attached Attachment "A" to **Professional Services Contract No. 121215-3**, by mention made a binding part of this agreement as set forth herein. Deadlines per Attachment "A", HEA Proposal No. 14194:P4, dated November 25, 2015, Section 5.0 - Schedule, prevail over the contract expiration date.

Contractor Fee's: Refer to Attachment "A" to **Professional Services Contract No. 121215-3**, 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 **Professional Services Contract No. 121215-3**, 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. **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. 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 February 29, 2016.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed **\$26,372.00** for completion of the projects as outlined in the Scope of Services and **Attachment "A" to Professional Services Contract No. 121215-3**, 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, Professional Services Contract No. 121215-3 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

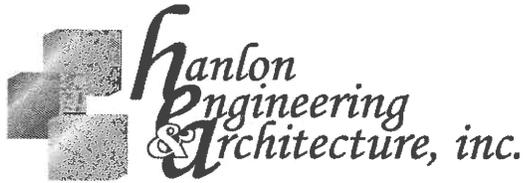
HANLON ENGINEERING ARCHITECTURE, INC.


Don E. McDaniel Jr., County Manager


Signature

Date: 1/13/16

BRUCE WOODRUFF
Print Name



Design • Planning • Development • Management
Tucson...Phoenix... Elko

Wednesday, November 25, 2015

Robert Hickman, Facilities Manager
Gila County Public Works Division
745 Rose Mofford Way
Globe, AZ 85501

Subject: Gila County Courthouse; Floors 1 & 2; Airflow Testing, Analysis and HVAC Design Services
Engineering Services Proposal
HEA Proposal No.: 14194:P4

Dear Mr. Hickman,

We would like to thank you for the opportunity to support you with our engineering services to perform air balance testing of floors 1 and 2 of the Gila County Courthouse and provide documentation of corrective actions recommended.

In accordance with your request, we are submitting the following Engineering Proposal for your consideration.

We have developed the scope of work based on our previous recommendations and reports and discussions with you. We believe it meets the requirements for this project.

We appreciate the opportunity to support you and look forward continuing to working with you. If you should have any questions, please contact myself or Robert Hanlon at (520) 326-0062.

Sincerely yours,
Hanlon Engineering & Architecture, Inc.

A handwritten signature in black ink that reads 'R. Bruce Woodruff'.

R. Bruce Woodruff, AIA; LEED A P
bwoodruff@hanlonengineering.com
Project Manager

cc: Robert Hanlon; Dustin Mandeville; Jeanne Sgroi; Shannon Coons

Table of Contents

1.0	INTRODUCTION	3
2.0	PROJECT OVERVIEW	3
3.0	SCOPE OF WORK	3
3.1	ENGAGE AN AABC CERTIFIED TEST AND BALANCE ENGINEER	3
3.2	ANALYZE INFORMATION; DESIGN CORRECTIVE MEASURES	3
4.0	DELIVERABLES	3
5.0	SCHEDULE	4
6.0	CLARIFICATIONS	4
7.0	COMMERCIAL TERMS	4

1.0 INTRODUCTION

Hanlon Engineering & Architecture, Inc. ("HEA") is a full service, multi-disciplined engineering and architecture company with offices located in Tucson, Arizona; Phoenix, Arizona; and Elko, Nevada. HEA offers a complete engineering and design team which executes projects from conception, through permitting, engineering, procurement, construction and commissioning.

The firm was founded in 1999 in Tucson, Arizona and is now comprised of over 60 engineers and other technical staff company wide. Within the last 2 years, HEA has completed over 400 projects with a combined constructed value of over \$600 million dollars for our clients.

HEA will team an experienced Test and Balance engineer, mechanical engineer and architect for this project to complete this project on time and within the budget established herein.

2.0 PROJECT OVERVIEW

Discomfort issues are present in the Heating Ventilation and Air Conditioning system at the the First and Second Floors of the Gila County courthouse.

Prior reports (14194-RPT-001 & 14194-RPT-002) have detailed the current issues and conditions of the control locations, HVAC distribution, and system equipment capacities. Investigations show there is ample capacity for heating and cooling in the existing equipment. Issues may be the result of airflow distribution, or equipment performance.

Information about the actual equipment performance and actual airflow to each space in the First and Second floors is unavailable. Airflow testing and equipment survey has been recommended by HEA. Gila County as requested a proposal for this recommendation.

Upon receipt of the empirical testing information, each unit will be analyzed and calculated to provide corrective actions for implementation. This proposal is to provide airflow testing, analyze and calculate each unit to provide corrective designs in the form of Plans and Specifications.

HEA will be available to answer questions or provide additional information as needed during the Bidding / Negotiations phase and during Construction phase, but does not anticipate managing these phases. If Gila County desires these services, we will provide a proposal.

3.0 SCOPE OF WORK**3.1 ENGAGE AN AABC CERTIFIED TEST AND BALANCE ENGINEER**

- Survey all roof top AC units and fan coils.
- Test all units for motor amperage and RPM, fan RPM, component static pressures and drive information.
 - Document all unit nameplate information.
- Read airflow measurements for all supply and return grills on both floor. Provide Report.

3.2 ANALYZE INFORMATION; DESIGN CORRECTIVE MEASURES

- Analyze report information, apply, and model calculations for each unit, design corrections to existing ductwork, controls and equipment to correct comfort issues.
- Create Plans, Specifications and schedules for corrective work

4.0 DELIVERABLES

- Deliverables will follow 2012 IBC; 2011 NEC; 2012 IMC; and the Gila County Building Code Ordinance No 2014-03. Analysis will conform to ASHRAE 62.1
- Draft Designs for Owner review and comment with a preliminary opinion of probable costs to implement recommendations.

Gila County Public Works
Gila County Courthouse 1st & 2nd Floor HVAC

11/25/2015
HEA Proposal No.: 14194:P4

- Final Plans and Specifications for bidding by Gila County, incorporating any Owner direction, requirements, comments or preferences.
- Final Engineers Opinion of Probable Cost.

5.0 SCHEDULE

HEA will schedule testing work within 1 week upon receipt of Notice To Proceed and provide 1 week notice to Gila County of site activities.

HEA anticipates report to be completed within 2 weeks of site visit.

Analysis of the report, analyzing all units, designing corrective actions and creating a Draft for Owner review should occur 4 - 6 weeks from receipt of the testing report.

Final Designs and Specifications estimated to be provided to Gila County is 2 weeks after Owner response to Draft Designs.

6.0 CLARIFICATIONS

- Air Flow Testing Report will be made available to Owner upon request.
 - Air Flow Testing does not include: duct leak testing, commissioning, life safety testing, purchase or installation of sheaves, pulleys or belts.
- Does not include conducting bidding or performing negotiations with Contractors.
- Does not include Construction Management or Administration.
 - These services are available upon request.

7.0 COMMERCIAL TERMS

In accordance with your request for quote, Hanlon Engineering proposes the following price for work defined herein as a Change Order to the existing agreement.

<u>Description</u>	<u>Itemized Value</u>
Air Flow Testing Report: Floors 1 & 2; GENERAL AIR CONTROL INC.	\$ 9,322.50
Report Analysis, Mechanical Calculations for each unit and ductwork	\$ 3,800.00
Mechanical Design, 20 mechanical units, 2 floors	\$ 4,275.00
<u>Drafting/Detailing/Specifications Draft and Final</u>	<u>\$ 8,975.00</u>
TOTAL PROPOSED	\$26,372.00



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 120514

The following amendments are hereby incorporated into the agreement for the below project

SHERIFF'S OFFICE APPLIANCE SERVICE AND REPAIR

SHERIFF'S OFFICE

Effective January 01, 2015, Gila County and Service Plus, Inc. entered into a contract whereby Service Plus, Inc. agreed to provide miscellaneous appliance service and repair to the Gila County Sheriff's Office.

Service Agreement No. 120514 will expire on December 31, 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. 1 to Service Agreement No. 120514, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from January 01, 2016 to December 31, 2016, for a contract amount of not to exceed Five Thousand Five Hundred dollars and no/100's (\$5,500.00) 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 January 01, 2016 to December 31, 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 13th day of JANUARY, 2016.

GILA COUNTY:



Don E. McDaniel Jr., County Manager

Date: 1/13/16

SERVICE PLUS, INC.



Signature

DAVE KEENEY

Print Name



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 122914

The following amendments are hereby incorporated into the agreement for the below project

EMERGENCY REPAIRS AT VARIOUS SHERIFF'S FACILITIES

SHERIFF'S OFFICE

Effective January 7, 2015 Gila County and Earthquest Plumbing, Inc. entered into a contract whereby Earthquest Plumbing, Inc. agreed to provide emergency service and repair at various Gila County Sheriff's Facilities.

Service Agreement No. 122914 will expire on January 06, 2016. **Per Article 14-Term**, Gila County shall have the option, to renew the contract for two (2) additional (1) year periods.

Amendment No. 1 to Service Agreement No. 122914, 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 January 07, 2016 to January 06, 2017, for a contract amount of not to exceed Two Thousand dollars and no/100's (\$2,000.00) 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 January 07, 2016 to January 06, 2017 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 13th day of JANUARY, 2016.

GILA COUNTY:



Don E. McDaniel Jr., County Manager

Date: 1/13/16

EARTHQUEST PLUMBING, INC.



Signature

Timothy W Haas

Print Name



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 110614-1

The following amendments are hereby incorporated into the agreement for the below project

ON-CALL GLASS REPAIR

FACILITIES

Effective February 04, 2015 Gila County and Azteca Glass, Inc. entered into a contract whereby Azteca Glass, Inc. agreed to provide On Call Glass Repair to the various Gila County buildings.

Service Agreement No. 110614-1 will expire on February 03, 2016. **Per Article 14-Term**, Gila County shall have the right, at its sole option, to renew the contract for two (2) additional (1) year periods.

AMENDMENT NO. 1 to Service Agreement No. 110614-1, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from February 04, 2016 to February 03, 2017, for a contract amount of not to exceed Five Thousand dollars and no/100's (\$5,000.00) 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 February 04, 2016 to February 03, 2017 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 20TH day of JANUARY, 2016.

GILA COUNTY:



Don E. McDaniel Jr., County Manager

Date: 1/20/16

AZTECA GLASS, INC.



Signature

James Langley

Print Name



Superior Web Design and Content Management

Web Services Sales Agreement

This Sales Agreement is between Gila County, Arizona ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 12-29-15

CLIENT INFORMATION:	REVIZE LLC:
Company Name: <u>Gila County</u>	Revize Software Systems
Company Address: <u>1400 E. Ash Street</u>	1890 Crooks, Suite 340
	Troy, MI 48084
Company Country/State/Zip: <u>Globe, AZ 85501</u>	248-269-9263
Contact Name: <u>Kelly Riggs kriggs@gilacountyaz.gov 928-402-8772</u>	
Billing Dept. Contact: _____	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Quantity	Description	Price
1	Phase 1 – Project Planning and Analysis, onetime fee:	\$ 1,500
1	Phase 2 – Website Design, 1 concept, 3 rounds of changes, onetime fee:	\$ 2,500
1	Phase 3 & 4 – Revize Template Development, CMS module Integration, onetime fee:	\$ 2,800
1	Phase 5 – QA Testing, onetime fee:	\$ 800
1	Phase 6 – Site Map Development and Content Migration "as is" from old to new website:	\$ 1,734
1	Phase 7 – Content Editing/Administrator Training, one day session, remote, onetime fee:	\$ 600
1	Phase 8 – Go Live, onetime fee:	\$ 100

Grand Total: \$ 10,034

Four year agreement with free website re-design during year four. Revize requires a check for \$7,000 to start this Initiative. Remainder of balance due upon delivery of website for content editor training or the first anniversary of the project Kick Off meeting, whichever comes first. Revize Annual Services start the day of the Kick Off Meeting. Credit Cards accepted with 3% handling fee.

Terms:

- Payments:**
 - All Invoices are Due Upon Receipt. Work begins upon receiving initial payment.
- This Sales Agreement is the only legal document governing this sale.
- Both parties must agree in writing to any changes or additions to this Sales Agreement.
- This Sales Agreement is subject to the laws of the State of Michigan.
- "Attachment "A", by mention becomes a binding part of this agreement as set forth herein".
- Pricing expires in 30 days.

AGREED TO BY:

Signature of Authorized Person:

Name of Authorized Person:

Title of Authorized Person

Date:

CLIENT

[Signature]

Don E. McDaniel Jr.

County Manager

1/20/16

REVIZE

[Signature]

Joseph J. Nagrant

Sales Director

12-29-15

Please sign and return to: Joseph Nagrant at Fax # 425-786-1735 or 866-346-8880

The Following Applications & Features will be integrated into Your Website Project

In addition to the Revize Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

- Citizen's Communication Center Apps**
- Citizen's Engagement Center Apps**
- Staff Productivity Apps**
- Site Administration and Security Features**
- Mobile Device and Accessibility Features**

CITIZEN'S COMMUNICATION CENTER APPS:

- ✓ Emergency/Announcement Alert Center with Text and Email Alerts
- ✓ Bid Posting
- ✓ Document Center
- ✓ Email Notify
- ✓ FAQs
- ✓ News Center with Facebook/Twitter Integration
- ✓ Online Forms
- ✓ Photo Gallery
- ✓ Quick Link Buttons
- ✓ Revize Web Calendar - Unlimited
- ✓ Personal Social Media Sharing App
- ✓ Sliding Feature Bar
- ✓ Language Translator
- ✓ Job Posting

CITIZEN'S ENGAGEMENT CENTER APPS:

- ✓ Citizen Request Center with Captcha
- ✓ Online Bill Pay via Point and Pay

STAFF PRODUCTIVITY APPS:

- ✓ Supplier Registration/Management System
- ✓ Image Manager
- ✓ Intranet
- ✓ Link Checker
- ✓ Menu Manager
- ✓ Online Form Builder
- ✓ Staff Directory
- ✓ Website Content Archiving
- ✓ Website Content Scheduling
- ✓ Department News Center Integrated with Department's Facebook/Twitter

SITE ADMINISTRATION AND SECURITY FEATURES:

- ✓ Audit Trail
- ✓ History Log
- ✓ Roles and Permission-based Security Mode
- ✓ Secure Site Gateway
- ✓ Unique Login/Password for each Content Editor
- ✓ Web Statistics and Analytics

MOBILE DEVICE AND ACCESSIBILITY FEATURES

- ✓ Font Size Adjustment
- ✓ Alt-Tags
- ✓ Responsive Website Design (RWD) –Latest Government Design Technology to accommodate better viewing of text and graphics for any size screen, i.e smart phones, tablets, iPads, iPhones, Windows and Android devices

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.

REVIZE

Joseph J. Magrath
Individual Authorized to Sign

Joseph J. Magrath
Print Name

Sales Director
Title

12-29-15
Date

102015

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

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

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



GILA COUNTY
www.gilacountyaz.gov

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

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 102015
HVAC ON CALL - SERVICE TIMBER REGION
NORTHERN GILA COUNTY

THIS AGREEMENT, made and entered into this 20th day of JANUARY, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and North Mechanical, LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **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.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 102015** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 102015** 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 102015**, 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 in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 - WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services,

and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is

expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for two (2) additional one (1) year periods.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$4,000.00, *if required during the term of this contract*, 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

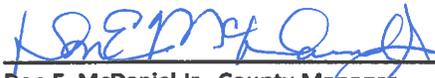
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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. 102015 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 1/20/16

NORTH MECHANICAL, LLC



Signature

Darin North

Print Name

**REQUEST FOR QUOTE NO. 102015
REQUEST FOR ON CALL SERVICE
GILA COUNTY**



JOB/PROJECT DESCRIPTION

Project consists of an On-call company to service and do minor repairs to HVAC systems in the Timber Region of Gila County buildings, in and around, Payson, AZ.

Location: Various Gila County Buildings
Payson, Pine, Star Valley, Tonto Basin and Young, AZ

Scope of Work and Specifications:

- Typical services of HVAC systems requiring trouble shooting and some minor repairs.
- A call from the contractor is critical to the Facilities personnel for scheduling and customer notification.
- Answering a call from Facilities must be within 2 hours.
- Response times can be within 12 hours, but in the event the 911 cooling system or other I.T. Server rooms are not working, the answering call shall be immediate and the response time for onsite repair shall be within 3 hours.
- Major repairs, such as a complete replacement may require a bid process with more than your company, depending upon the critical nature of the area affected.
- Include a quote of an hourly labor rate for a technician.
- Include travel time rate to complete repairs on an as needed basis.
- List all rates and times including normal business, after hours, and holidays.

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on November 9, 2015 to, Jeannie Sgrol, jsgrol@gilacountvaz.gov, fax 928-402-4386

Contractor Name:	<u>North Mechanical, LLC</u>		
Contractor Address:	<u>906 S. McLane Rd, Payson, AZ 85541</u>		
Contractor Phone #:	<u>928-468-9400</u>	Email Address:	<u>DARIN@UPNORTH.AZ.COM</u>
Contractor Signature:	<u></u>		
PLEASE ATTACH DETAIL QUOTE.			

THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO jsgrol@gilacountvaz.gov or call 928-402-8612.

See Attached

North Mechanical, LLC
PO Box 2746
Payson, AZ 85547
Office: (928) 468-9400 – Fax: 928-468-6947

SERVICE RATES & INFO PER RFQ #102015

Labor Rates & Other Information:

Normal Business Rate: \$65.00 Hourly

After Hours & Holiday Rate: \$95.00 Hourly

Travel Rate: No Travel Charge in Payson, AZ

Response Time: Contract Customers have priority service, 30 Min response in Payson during Normal Business hours, 1 hour response during after hours and holidays.

Answering Time: Immediate during all hours. Calls route to local dispatcher during normal business hours, and to a 24/7 call center during all other hours. Both dispatcher and call center have direct and immediate access to all technicians and owners.