

PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' HEARING ROOM, 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, OCTOBER 18, 2016 - 10:00 A.M.

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

2. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to adopt Resolution No. 16-10-01 to grant an electricity services franchise to Arizona Electric Power Cooperative, Inc. for an additional 25 years. **(Don McDaniel)**

3. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to review the bid submitted for Request for Proposals No. 080316-Sub-Grantee for Public Health Support Services; award to Pinnacle Prevention in the amount of \$242,000; and authorize the Chairman's signature on the award contract for the winning bid. **(Michael O'Driscoll)**

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. Adoption of an Order to cancel the November 8, 2016, governing board elections for the fire districts, water and waste water improvement districts, sanitary districts, vocational technology districts, school districts, and provisional college districts; and, to appoint governing board members to those districts as listed on Attachments A through E to this Order.

- B. Acknowledgment of the receipt of Governor Doug Ducey's proclamation for the November 8, 2016, General Election and authorization to publish the proclamation, both in English and Spanish, in the October 19, 2016, edition of the Arizona Silver Belt newspaper.

- C. Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. ADHS16-098369) with the Arizona Department of Health Services in the amount of \$47,090, which will allow the Gila County Health Department to continue its preparation for national accreditation for the period of October 1, 2016, through September 30, 2017.

- D. Approval of a Special Event Liquor License application submitted by the Lion's Club of Globe, Arizona, Inc. to serve liquor at a fund raising event on November 19, 2016.

- E. Approval of the September 27, 2016, October 4, 2016, and October 7, 2016, Board of Supervisors' meeting minutes, and October 4, 2016, Board of Equalization's meeting minutes.

- F. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of September 5, 2016 through September 9, 2016; September 12, 2016 through September 16, 2016; and September 19, 2016 through September 23, 2016.

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.

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.

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-3995

Public Hearing 2. A.

Regular BOS Meeting

Meeting Date: 10/18/2016

Submitted By: Marian Sheppard,
Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Adoption of Resolution No. 16-10-01 authorizing the renewal of a 25-year franchise to Arizona Electric Power Cooperative, Inc.

Background Information

On September 20, 2016, the Board of Supervisors accepted an application from Charles Alves, Senior Attorney for Arizona Electric Power Cooperative, Inc. (AEPCO), with a request to renew AEPCO's franchise for an additional 25 years. On June 3, 1991, the Board of Supervisors granted the initial 25-year franchise to AEPCO. AEPCO currently provides electricity services to its customers in the Hayden and Winkelman areas of Gila County. A map of the service area is included in the attached application.

Throughout the term of the franchise, there are no records of complaints on file in the Board of Supervisors' Office with regard to the service provided by AEPCO.

Evaluation

Per Arizona Revised Statute (A.R.S.) § 40-283 (E), the Board of Supervisors has given public notice of its intention to grant the renewal of the franchise to AEPCO for an additional 25 years. The notice of public hearing was advertised in the Arizona Silver Belt newspaper, the official newspaper of Gila County for 2016, on September 28th, October 5th and October 12th.

The applicant has met all of the requirements to apply for a renewal of this non-exclusive franchise. To date, none of the qualified electors has petitioned the Board of Supervisors to deny such privilege.

Conclusion

Per statutory requirement, this date has been set as a public hearing for the Board of Supervisors to obtain public comments on its consideration to grant the renewal of this franchise to AEPCO for 25 years.

Recommendation

If there is no public objection, and no Board of Supervisors' objection to this application, the Clerk of the Board recommends that the Board of Supervisors adopt Resolution No. 16-10-01 which grants a non-exclusive electricity services franchise to AEPCO for 25 years.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 16-10-01 to grant an electricity services franchise to Arizona Electric Power Cooperative, Inc. for an additional 25 years. **(Don McDaniel)**

Attachments

Resolution No. 16-10-01

Public Hearing Notice for Arizona Electric Power Cooperative, Inc.
Franchise Renewal

Arizona Electric Power Cooperative, Inc. Franchise Renewal
Application

Arizona Electric Power Cooperative, Inc. Franchise dated June 3,
1991

Affidavit of Publication

When recorded, deliver to:
Marian Sheppard, Clerk
Board of Supervisors



RESOLUTION NO. 16-10-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, GRANTING AN ELECTRICITY SERVICES FRANCHISE TO ARIZONA ELECTRIC POWER COOPERATIVE, INC.

KNOW ALL MEN BY THESE PRESENTS, THAT,

WHEREAS, Arizona Electric Power Cooperative, Inc., an Arizona corporation, was granted a franchise by the Board of Supervisors of Gila County, Arizona, on June 3, 1991, to erect, construct, operate and maintain electric lines across, over and under public roads and highways, and streets, and alleys of unincorporated cities and towns within specified areas of Gila County for the purpose of generating, transmitting and distributing electric power and energy; and,

WHEREAS, reasonable public notice of another application by Arizona Electric Power Cooperative, Inc. has been provided in the manner required by A.R.S. § 40-283 of the filing of said application and of the public hearing on this matter set for October 18, 2016, at 10:00 a.m., at the regular meeting place of the Board of Supervisors in the City of Globe, Arizona, as the time and place for the consideration of the matter; and,

WHEREAS, it appears from the affidavit of publication of the Arizona Silver Belt newspaper that due and regular notice of said date, time and place set for the consideration of such action has been published once a week for three (3) consecutive weeks prior to the date of said hearing, to wit: in the September 28, 2016, October 5, 2016, and October 12, 2016, editions of said newspaper, and the matter being called at 10:00 a.m., and it appearing that the Board of Supervisors has not received a petition signed by more than fifty (50) percent of the qualified electors of said County asking the Board to deny said application on or before the date set for consideration thereof; and,

WHEREAS, said application was heard on October 18, 2016, before the Board of Supervisors of Gila County, and the Board considered the application for the franchise, and there being good cause to grant this franchise;

NOW, THEREFORE, it being determined by the Board of Supervisors of Gila County that the grant of this franchise is regular, proper, authorized by law and in the best interest of Gila County, and the inhabitants thereof;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. That this Board of Supervisors of Gila County, Arizona, acting for and on behalf of said County (hereinafter referred to as "County"), does hereby grant unto Arizona Electric Power Cooperative, Inc. (hereinafter referred to as "Grantee") a non-exclusive right, privilege, license, and franchise (hereinafter referred to as "franchise") to construct, install, operate and maintain along, over, under and across the streets, alleys and highways under the jurisdiction of the County, facilities for the purpose of maintaining and operating an electric system, and all other facilities and improvements necessary for electricity and energy within the following described area: Southeast Quarter of Section Eleven, and the Southwest Quarter of Section Twelve, and the East One-half of the West One-half and the West One-half of the East One-half of Section Thirteen, and the Northeast Quarter of Section Twenty-four, Township Five South, Range Fifteen East, Gila and Salt River Meridian, Gila County, Arizona. This grant does not include the authorization to use State highways and those areas within the corporate boundaries of any city or town. This grant is subject to the terms, conditions and limitations expressed below or incorporated herein by reference.
2. The County reserves the right to impose future restrictions, limitations and conditions upon the exercise of the rights granted herein as it deems best for the public safety and welfare. The Grantee is further required to comply with all lawful, applicable ordinances of Gila County regulating the conduct of work within the public rights-of-way; as such ordinances are now enacted or may be amended or adopted from time to time. The Grantee is required to obtain a separate right-of-way permit from the County prior to initiating any construction in the right-of-way and to pay the applicable fees for the associated inspections.
3. The franchise granted hereby shall not be exclusive, and nothing herein shall be construed to prevent the County from granting other like or similar franchises to any other person, firm or corporation.
4. The Grantee shall bear all expenses and costs, including damages and compensation for the alteration of the direction, surface, grade or alignment of a public roadway or for revenues lost by the Grantee, which may arise in connection with its exercise of the rights granted herein. The Grantee may not use the surface of a County highway for trackage.
5. The Grantee shall erect, construct and maintain all facilities authorized herein in a good and workmanlike manner and in compliance with all valid laws, ordinances and regulations, which may be in force from time to time. All such work shall be performed in such a manner as may be necessary to avoid any unreasonable damage, disturbance or

modification to existing public rights-of-ways, including roads, streets, highways, bridges, borrow ditches or shoulders thereon.

6. The Grantee shall, immediately upon erecting, constructing, replacing or repairing its facilities, or any part thereof, at its own cost and expense, restore any affected public right-of-way, including any road, street, highway, bridge, borrow ditch or shoulder thereon, to not less than the same condition which existed prior to the Grantee's action.
7. The County does not waive or relinquish any rights it may have to the full and complete use of the public rights-of-way subject to this franchise, whether for road purposes or otherwise. The rights of the County in and to the use of the rights-of-way are, and shall be, paramount and superior to the rights of the Grantee. In the event that the location of the Grantee's facilities may interfere or conflict with the County's use, expanded use, alteration, improvement or maintenance of the County's rights-of-way, the County may require the Grantee to relocate, at the Grantee's expense, all facilities which give rise to such interference or conflict. The County will provide the Grantee with reasonable notice of any relocation requirement and will provide a reasonable period of time for the Grantee to perform such relocation.
8. The Grantee assumes the sole responsibility for all liability for any injury or damage to any person or property, or to the road and the right-of-way itself, caused by or arising out of the exercise of the rights granted herein and attributable to any act or omission of the Grantee. The Grantee shall indemnify, defend and hold harmless Gila County, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature, including all costs of legal defense, arising out of the exercise of these rights which are attributed to any act or omission of the Grantee, its agents, employees or anyone acting under its direction, control or on its behalf.
9. The County grants this franchise for a term of twenty-five (25) years from the date of its authorization. This franchise may not be sold, leased, assigned, conveyed or transferred in any manner, in whole or in part, including pursuant to the sale or merger of the Grantee corporation itself, without the express written consent of the County, which consent shall not be unreasonably withheld.
10. The County reserves the right to alter or amend the terms of this franchise in any manner necessary to protect the safety or welfare of the public or the public interest. This reservation includes, but is not limited to, the authority to impose such amended franchise fees, rentals or use payments, or other form of compensation or assessment as the County may be authorized, now or in the future, to impose under the laws of the State of Arizona and the United States.
11. The County may terminate this franchise in the event that the Grantee fails to comply with the terms and conditions of this franchise. The Board of Supervisors, or its designee, shall provide the Grantee with written notice of non-compliance and allow the

Grantee a period of not more than sixty (60) days to remedy any breach. If the Grantee continues to fail to comply with the terms of this franchise after this notice and remedy period, the Board of Supervisors may, following a public hearing, revoke all rights granted herein and render this franchise null and void.

12. Upon termination of this franchise, whether by expiration of its term, or for cause, or by voluntary abandonment, and after written notice from the County, the Grantee shall remove all of its facilities, installed pursuant to the rights granted herein within one hundred eighty (180) days of such termination, and shall repair any damages caused thereby. All such facilities which are not removed within this period shall be deemed to be abandoned and shall become the property of the County.
13. This franchise will not be effective for any purpose until the Grantee has indicated its acceptance in writing below.
14. The rights, privileges and franchise granted herein are made pursuant to the laws of Arizona, including A.R.S. § 40-283, which is incorporated herein by reference.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Gila, State of Arizona, has caused these presents to be executed and signed by the Chairman of the Board of Supervisors on this 18th day of October 2016.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Clerk of the Board

Michael A. Pastor, Chairman

Approved as to form:

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

ACCEPTANCE OF FRANCHISE

This is to certify that the Grantee, Arizona Electric Power Cooperative, Inc., has on the _____ day of _____ 2016, accepted the foregoing franchise. Grantee agrees that it will be bound by, observe and carry out the terms and conditions of such franchise.

Dated: _____

GRANTEE:

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

Signature: _____

Name: _____

Title: _____

CERTIFICATE OF CLERK

I, **Marian E. Sheppard**, Clerk of the Board of Supervisors of Gila County, Arizona, do hereby certify that the foregoing excerpt from the minutes of the meeting of the Board of Supervisors of Gila County, Arizona, held on **October 18, 2016**, constitutes a true and correct copy of the said minutes insofar as they relate to the Application of **ARIZONA POWER ELECTRIC COOPERATIVE, INC.**, an Arizona corporation, for an electricity services franchise in the County and to the granting of said franchise pursuant to the resolution hereinabove set out, all as appears in the official records of the Board of Supervisors.

IN WITNESS WHEREOF, I have set my hand and official seal of the Board of Supervisors of Gila County, Arizona, this _____ day of _____ 2016.

Clerk, Board of Supervisors
Gila County, Arizona

**NOTICE OF HEARING
BEFORE THE BOARD OF SUPERVISORS
GILA COUNTY, ARIZONA**

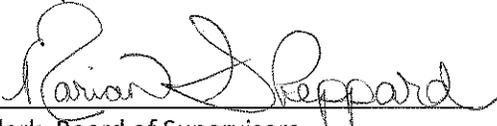
IN THE MATTER OF THE APPLICATION submitted by Arizona Electric Power Cooperative, Inc. to renew a franchise for electricity services for domestic use to use public streets, roads and alleys;

NOTICE IS HEREBY GIVEN that the Board of Supervisors of Gila County, Arizona, has been requested to approve the assignment of an electricity services for domestic use license to use the public roads, streets, alleys and highways within the following described area, to-wit:

The service territory consists of high-voltage transmission lines throughout Gila County. A map and legal description are on file with the Clerk of the Board of Supervisors.

Prior to the consideration of this request, the Gila County Board of Supervisors shall hold a public hearing on the 18th day of October 2016, at 10:00 a.m. at the Gila County Courthouse, Board of Supervisors' Hearing Room, 1400 E. Ash Street, Globe, Arizona. All interested parties and the public are invited to attend at this location or by ITV (interactive television) at 610 E. Highway 260, Board of Supervisors' Conference Room, Payson, Arizona. If on or before such date more than fifty percent of the qualified electors of the County petition the Board of Supervisors to deny such privilege, it shall do so, and any privilege granted against such petition shall be void.

Dated at Globe, Gila County, Arizona this 20th day of September 2016.


Clerk, Board of Supervisors
Gila County, Arizona

September 9, 2016

Marian Sheppard, Clerk
Gila County Board of Supervisors
1400 E. Ash Street
Globe, AZ 85501

RE: Gila County Franchise Renewal Application

Dear Ms. Sheppard:

As a follow up to our email correspondence, Arizona Electric Power Cooperative, Inc. (AEPCO) hereby submits its formal application to renew its Franchise Agreement with Gila County. In response to Section 4 of the draft resolution that addresses utility franchises, AEPCO's answers to each item are as follows:

- (1) *The name, address and telephone number of the applicant. If the applicant is a partnership or joint venture, the home and business address of at least two partners shall be set forth. If the applicant is a corporation, the application shall include a copy of the most recent annual report filed with the Arizona Corporation Commission.*

Arizona Electric Power Cooperative, Inc.
1000 S. Highway 80, Benson, AZ 85602
(520) 586-3631

AEPCO is a cooperative corporation organized under the laws of the State of Arizona. Please find enclosed with this letter a copy of AEPCO's 2016 annual report filed with the Arizona Corporation Commission.

- (2) *A statement setting forth in its entirety any and all agreements existing or proposed between the applicant and any Person who proposes to have an ownership interest with respect to the proposed License or to the proposed Licensee. If such information is not disclosed in the application, the License shall be deemed void and of no force and effect.*

There are no proposed or existing agreements between AEPCO and any person or entity who proposes to have an ownership interest with respect to the proposed license or the proposed licensee.

- (3) *Financial statements, as determined by the Board of Supervisors, prepared by a certified public accountant, or person otherwise satisfactory to the Board of Supervisors, showing applicant's financial status and financial ability to complete the construction and installation, and operate the business.*

Please find enclosed with this letter a financial statement showing AEPCO's financial status and financial ability continue to operate its transmission facilities in Gila County.

- (4) *A map and legal description satisfactory to the Board of Supervisors indicating the proposed Service Area within the unincorporated area of the County that will be served, unless service will be countywide which shall be noted on the application. Water company applicants shall include the location of existing wells and pipelines, and shall prove a legal right to use said wells. Sewer company applicants shall include the location of existing treatment facilities and pipelines and prove a legal right to use said facilities.*

Please find enclosed with this letter a map and legal description indicating the location of AEPCO's transmission assets located in Gila County.

- (5) *A proposed line extension policy in accordance with Section 13 hereof, attached and made a part of the licensing resolution, stating the terms and conditions under which services will be provided.*

Not applicable. AEPCO provides generation and transmission services to its six Class A distribution Member cooperative owners (Anza Electric Cooperative, Inc., Duncan Valley Electric Cooperative, Inc., Graham Electric Cooperative, Inc., Mohave Electric Cooperative, Inc., Sulphur Springs Valley Electric Cooperative, Inc. and Trico Electric Cooperative, Inc.). Since AEPCO does not directly serve retail or commercial customers, it does not have a line extension policy.

- (6) *A proposed construction time schedule (for new applications only), satisfactory to the Board of Supervisors related or similar fields.*

Not applicable. AEPCO does not currently have any plans to construct any new transmission facilities in Gila County.

- (7) *A statement describing the type and specifying the type and capacity of the business proposed to be constructed, installed, maintained or operated by the applicant.*

AEPCO plans to continue to operate its transmission facilities located in Gila County, as indicated on the enclosed map.

- (8) *A description of all previous experience of the applicant in providing service and in related or similar fields.*

AEPCO has provided electric generation and transmission services to its Class A distribution Member cooperative owners since incorporation in 1961. In 2001, AEPCO was restructured into three separate cooperatives for regulatory reasons: a generation cooperative (retaining the AEPCO name), a transmission cooperative (Southwest Transmission Cooperative) and a staffing cooperative (Sierra Southwest Cooperative Services). On March 1, 2016, Southwest Transmission Cooperative merged with and back into AEPCO. AEPCO's previous franchise agreement with Gila County is dated June 3, 1991 and had a term of 25 years.

Marian Sheppard, Clerk

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September 9, 2016

- (9) *Any other details, statements, information or references pertinent to the subject matter of such application which shall be required or requested by the Board of Supervisors, or by any provision of any other resolution of the County.*

No additional information.

- (10) *Applicant shall pay to Gila County a non-refundable application fee in the amount of Three Hundred Fifty Dollars (\$350.) Such fee shall be submitted with the application.*

Please find enclosed with this letter a check in the amount of three-hundred and fifty dollars (\$350) as AEPCO's non-refundable application fee.

Please advise me if any of the above information is not in the proper form if you have any questions about this information or AEPCO's application. Thank you for your assistance facilitating the renewal of AEPCO's Franchise Agreement with Gila County.

Sincerely,



Charles Alves
Senior Attorney

Enclosures.



WEB FORM COPY

STATE OF ARIZONA CORPORATION COMMISSION CORPORATION ANNUAL REPORT & CERTIFICATE OF DISCLOSURE



DUE ON OR BEFORE 4/20/2016

FILING FEE \$10.00

PLEASE READ ALL INSTRUCTIONS. The following information is required by A.R.S. §§10-1622 & 10-11622 for all corporations organized pursuant to Arizona Revised Statutes, Title 10. The Commission's authority to prescribe this form is A.R.S. §§ 10-121(A) & 10-3121(A). YOUR REPORT MUST BE SUBMITTED ON THIS ORIGINAL FORM. Make changes or corrections where necessary. Information for the report should reflect the current status of the corporation.

00574189

1. ARIZONA ELECTRIC POWER COOPERATIVE, INC. 1000 S HIGHWAY 80

BENSON, AZ 85602

Business Phone: _____ State of Domicile: ARIZONA

(Business phone is optional.)

Type of Corporation: CO-OP

2. Statutory Agent: RUSING LOPEZ & LIZARDI PLLC Mailing Address: 6363 N SWAN ROAD SUITE 151 City, State, Zip: TUCSON, AZ 85718

Statutory Agent's Street or Physical Address, If Different.

ACC USE ONLY Fee \$ _____ Penalty \$ _____ Reinstatement \$ _____ Expedite \$ _____ Resubmit \$ _____

If appointing a new statutory agent, the new agent MUST consent to that appointment by signing below. Note that the agent address must be in Arizona. I, (individual) or We, (corporation or limited liability company) having been designated the new Statutory Agent, do hereby consent to this appointment until my removal or resignation pursuant to law. Signature of new Statutory Agent Printed Name of new Statutory Agent

3. Secondary Address:

(Foreign Corporations are REQUIRED to complete this section).

4. Check the one category below which best describes the CHARACTER OF BUSINESS of your corporation.

BUSINESS CORPORATIONS

- 1. Accounting 20. Manufacturing 2. Advertising 21. Mining 3. Aerospace 22. News Media 4. Agriculture 23. Pharmaceutical 5. Architecture 24. Publishing/Printing 6. Banking/Finance 25. Ranching/Livestock 7. Barbers/Cosmetology 26. Real Estate 8. Construction 27. Restaurant/Bar 9. Contractor 28. Retail Sales 10. Credit/Collection 29. Science/Research 11. Education 30. Sports/Sporting Events 12. Engineering 31. Technology(Computers) 13. Entertainment 32. Technology(General) 14. General Consulting 33. Television/Radio 15. Health Care 34. Tourism/Convention Services 16. Hotel/Motel 35. Transportation 17. Import/Export 36. Utilities 18. Insurance 37. Veterinary Medicine/Animal Care 19. Legal Services 38. Other _____

NON-PROFIT CORPORATIONS

- 1. Charitable 2. Benevolent 3. Educational 4. Civic 5. Political 6. Religious 7. Social 8. Literary 9. Cultural 10. Athletic 11. Science/Research 12. Hospital/Health Care 13. Agricultural 14. Cooperative Marketing Association 15. Animal Husbandry 16. Homeowner's Association 17. Professional, commercial industrial or trade association 18. Other Electricity generation

9. **FINANCIAL DISCLOSURE (A.R.S. §10-11622(A)(9))**

Nonprofits – financial disclosure is no longer required. Cooperative marketing associations – must submit a financial statement. All other types of corporations are not required to file a financial statement.

ONLY NONPROFIT CORPORATIONS MUST ANSWER THIS QUESTION:

9A. **MEMBERS (A.R.S. §10-11622(A)(6))** This corporation **DOES** **DOES NOT** have members.

10. **CERTIFICATE OF DISCLOSURE (A.R.S. §§ 10-202(D), 10-3202(D), 10-1622(A)(8) & 10-11622(A)(7))**

A. Has any person who is currently an officer, director, trustee, incorporator, or who, in a For-profit corporation, controls or holds more than 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation been:

1. Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven year period immediately preceding the execution of this certificate?
2. Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven year period immediately preceding execution of this certificate?
3. Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven year period immediately preceding execution of this certificate where such injunction, judgment, decree or permanent order involved the violation of:
 - (a) fraud or registration provisions of the securities laws of that jurisdiction, or
 - (b) the consumer fraud laws of that jurisdiction, or
 - (c) the antitrust or restraint of trade laws of that jurisdiction?

One box must be marked: YES **NO**

If "YES" to A, the following information **must be submitted** as an attachment to this report for each person subject to one or more of the actions stated in Items 1 through 3 above.

- | | |
|---|---|
| 1. Full birth name. | 5. Date and location of birth. |
| 2. Full present name and prior names used. | 6. The nature and description of each conviction or judicial action; the date and location; the court and public agency involved; and the file or cause number of the case. |
| 3. Present home address. | |
| 4. All prior addresses for immediately preceding 7 year period. | |

B. Has any person who is currently an officer, director, trustee, incorporator, or who, in a For-profit corporation, controls or holds over 20% of the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a 20% interest in any other corporation on the bankruptcy or receivership of that other corporation?

One box must be marked: YES **NO**

If "YES" to B, the following information **must be submitted** as an attachment to this report for each corporation subject to the statement above.

- (a) Name and address of each corporation and the persons involved.
- (b) State(s) in which it: (i) was incorporated and (ii) transacted business.
- (c) Dates of corporate operation.

11. **STATEMENT OF BANKRUPTCY OR RECEIVERSHIP (A.R.S. §§ 10-1623 & 10-11623)**

A. Has the corporation filed a petition for bankruptcy or appointed a receiver? **One box must be marked: YES** **NO**

If "Yes" to A, the following information **must be submitted** as an attachment to this report:

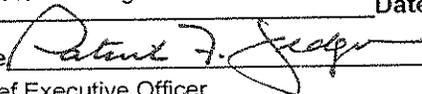
1. All officers, directors, trustees and major stockholders of the corporation within one year of filing the petition for bankruptcy or the appointment of a receiver. If a major stockholder is a corporation, the statement shall list the current president, chairman of the board of directors and major stockholders of such corporate stockholder. "Major stockholder" means a shareholder possessing or controlling twenty per cent of the issued and outstanding shares or twenty per cent of any proprietary, beneficial or membership interest in the corporation.
2. Whether any such person has been an officer, director, trustee or major stockholder of any other corporation within one year of the bankruptcy or receivership of the other corporation. If so, for each such corporation give:
 - (a) Name and address of each corporation;
 - (b) States in which it: (i) was incorporated and (ii) transacted business.
 - (c) Dates of operation.

12. **SIGNATURES:**

Annual Reports must be signed and dated by at least one duly authorized officer or they will be rejected.

I declare, under penalty of perjury, that all corporate income tax returns required by Title 43 of the Arizona Revised Statutes have been filed with the Arizona Department of Revenue. I further declare under penalty of perjury that I (we) have examined this report and the certificate, including any attachments, and to the best of my (our) knowledge and belief they are true, correct and complete.

Name Patrick F. Ledger Date 4/6/16 Name _____ Date _____

Signature  Signature _____

Title Chief Executive Officer Title _____

(Signator(s) must be duly authorized corporate officer(s) listed in section 7 of this report.)

5. CAPITALIZATION:

(For-profit Corporations and Business Trusts are REQUIRED to complete this section.)

Business trusts must indicate the number of transferable certificates held by trustees evidencing their beneficial interest in the trust estate. PLEASE PRINT OR TYPE CLEARLY.

5a. Please examine the corporation's original Articles of Incorporation for the amount of shares authorized.
Number of Shares/Certificates Authorized Class Series Within Class (if any)

5b. Review all corporation amendments to determine if the original number of shares has changed. Examine the corporation's minutes for the number of shares issued.

Number of Shares/Certificates Issued Class Series Within Class (if any)

6. SHAREHOLDERS:

(For-profit Corporations and Business Trusts are REQUIRED to complete this section.)

List shareholders holding more than 20% of any class of shares issued by the corporation, or having more than a 20% beneficial interest in the corporation.

NONE [] Name: Name: Name: Name:

7. OFFICERS PLEASE TYPE OR PRINT CLEARLY. YOU MUST LIST AT LEAST ONE.

Name: PATRICK F. LEDGER Name: PETER F. SCOTT
Title: CHIEF EXECUTIVE OFFICER Title: Chief Financial Officer
Address: 1000 S. Highway 80 Address: 1000 S. Highway 80

BENSON, AZ 85602 BENSON, AZ 85602

Date taking office: 03/01/2011 Date taking office: 01/01/2013

Name: Title: Address: Name: Title: Address:

Date taking office: Date taking office:

8. DIRECTORS PLEASE TYPE OR PRINT CLEARLY. YOU MUST LIST AT LEAST ONE.

Name: DAN BARRERA Name: BILLY L. ADAMS
Address: 1050 S. GREASEWOOD ST. Address: PO BOX 390476

BENSON, AZ 85602 ANZA, CA 92539

Date taking office: 6/1/2013 Date taking office: 7/1/2014

Name: GENE ROBERT LARSON Name: JOHNNIE FRIE
Address: 3649 E. HIGHWAY 70 Address: 29 DOWSER RD.

SAFFORD, AZ 85546 VIRDEN, NM 88045

Date taking office: 4/1/1998 Date taking office: 02/19/2016

5. CAPITALIZATION:

(For-profit Corporations and Business Trusts are REQUIRED to complete this section.)

Business trusts must indicate the number of transferable certificates held by trustees evidencing their beneficial interest in the trust estate. PLEASE PRINT OR TYPE CLEARLY.

5a. Please examine the corporation's original Articles of Incorporation for the amount of shares authorized.
Number of Shares/Certificates Authorized Class Series Within Class (if any)

5b. Review all corporation amendments to determine if the original number of shares has changed. Examine the corporation's minutes for the number of shares issued.

Number of Shares/Certificates Issued Class Series Within Class (if any)

6. SHAREHOLDERS:

(For-profit Corporations and Business Trusts are REQUIRED to complete this section.)

List shareholders holding more than 20% of any class of shares issued by the corporation, or having more than a 20% beneficial interest in the corporation.

NONE [] Name: Name: Name: Name:

7. OFFICERS PLEASE TYPE OR PRINT CLEARLY. YOU MUST LIST AT LEAST ONE.

Name: Name: Title: Title: Address: Address: Date taking office: Date taking office: Name: Name: Title: Title: Address: Address: Date taking office: Date taking office:

8. DIRECTORS PLEASE TYPE OR PRINT CLEARLY. YOU MUST LIST AT LEAST ONE.

Name: Lyn R. Opalka Name: William H. Stacy Address: PO Box 6319 Address: 41630 W. Louis Johnson Drive Mohave Valley, AZ 86446 Maricopa, AZ 85138 Date taking office: 8/1/1996 Date taking office: 1/1/2016 Name: Ryall Stewart Name: Judy McKinley Address: PO Box 391640 Address: 255 Willow Creek Lane Anza, CA 92539 Duncan, AZ 85534 Date taking office: 12/1/1999 Date taking office: 5/1/2010

5. CAPITALIZATION: (For-profit Corporations and Business Trusts are REQUIRED to complete this section.)

Business trusts must indicate the number of transferable certificates held by trustees evidencing their beneficial interest in the trust estate. PLEASE PRINT OR TYPE CLEARLY.

5a. Please examine the corporation's original Articles of Incorporation for the amount of shares authorized.
Number of Shares/Certificates Authorized Class Series Within Class (if any)

5b. Review all corporation amendments to determine if the original number of shares has changed. Examine the corporation's minutes for the number of shares issued.
Number of Shares/Certificates Issued Class Series Within Class (if any)

6. SHAREHOLDERS: (For-profit Corporations and Business Trusts are REQUIRED to complete this section.)

List shareholders holding more than 20% of any class of shares issued by the corporation, or having more than a 20% beneficial interest in the corporation.

NONE [] Name: Name:
Name: Name:

7. OFFICERS PLEASE TYPE OR PRINT CLEARLY. YOU MUST LIST AT LEAST ONE.

Name: Name:
Title: Title:
Address: Address:
Date taking office: Date taking office:
Name: Name:
Title: Title:
Address: Address:
Date taking office: Date taking office:

8. DIRECTORS PLEASE TYPE OR PRINT CLEARLY. YOU MUST LIST AT LEAST ONE.

Name: C. Brad DeSpain Name:
Address: PO Box 475 Address:
Marana, AZ 85653
Date taking office: 7/1/2008 Date taking office:
Name: Name:
Address: Address:
Date taking office: Date taking office:

5. CAPITALIZATION: (For-profit Corporations and Business Trusts are REQUIRED to complete this section.)

Business trusts must indicate the number of transferable certificates held by trustees evidencing their beneficial interest in the trust estate. PLEASE PRINT OR TYPE CLEARLY.

5a. Please examine the corporation's original Articles of Incorporation for the amount of shares authorized.
Number of Shares/Certificates Authorized Class Series Within Class (if any)

5b. Review all corporation amendments to determine if the original number of shares has changed. Examine the corporation's minutes for the number of shares issued.
Number of Shares/Certificates Issued Class Series Within Class (if any)

6. SHAREHOLDERS: (For-profit Corporations and Business Trusts are REQUIRED to complete this section.)

List shareholders holding more than 20% of any class of shares issued by the corporation, or having more than a 20% beneficial interest in the corporation.

NONE [] Name: Name:
Name: Name:

7. OFFICERS PLEASE TYPE OR PRINT CLEARLY. YOU MUST LIST AT LEAST ONE.

Name: Name:
Title: Title:
Address: Address:
Date taking office: Date taking office:
Name: Name:
Title: Title:
Address: Address:
Date taking office: Date taking office:

8. DIRECTORS PLEASE TYPE OR PRINT CLEARLY. YOU MUST LIST AT LEAST ONE.

Name: Vincent Nitido Name: Reuben B. McBride
Address: PO Box 930 Address: 98 N 1000 West
Marana, AZ 85653 Pima, AZ 85543
Date taking office: 6/1/2014 Date taking office: 5/1/1997
Name: J. Tyler Carlson Name: Kathy J. Thatcher
Address: PO Box 1045 Address: 1016 Granada
Bullhead City, AZ 86430 Willcox, AZ 85643
Date taking office: 4/1/2010 Date taking office: 5/1/2006

OPERATING REPORT - FINANCIAL

ARIZONA 28

ARIZONA ELECTRIC POWER COOPERATIVE, INC.
P.O. BOX 670
BENSON, ARIZONA 85602

INSTRUCTIONS - Submit an original and two copies to RUS. Round all amounts to nearest dollar. For detailed instructions, see RUS Bulletin 1717B-3

PERIOD ENDING
30-Jun-16

RUS USE ONLY

CERTIFICATION

We hereby certify that the entries in this report are in accordance with the accounts and other records of the system and reflect the status of the system to the best of our knowledge and belief.

ALL INSURANCE REQUIRED BY PART 1788 OF 7CFR CHAPTER XVII, RUS, WAS IN FORCE DURING THE REPORTING PERIOD AND RENEWALS HAVE BEEN OBTAINED FOR ALL POLICIES.

SIGNATURE OF OFFICE MANAGER OR ACCOUNTANT

DATE

SIGNATURE OF MANAGER

DATE

8/10/16

SECTION A. STATEMENT OF OPERATIONS

| ITEM | YEAR-TO-DATE | | | THIS MONTH |
|--|--------------------------------------|------------------|---------------|------------|
| | LAST YEAR (a) | THIS YEAR (b) | BUDGET (c) | |
| 1. Electric Energy Revenues | 72,573,311 | 70,953,042 | 0 | 13,777,325 |
| 2. Income From Leased Property - Net | 0 | 0 | 0 | 0 |
| 3. Other Operating Revenue and Income | 4,803,984 | 12,286,977 | 0 | 2,734,451 |
| 4. Total Oper. Revenues & Patronage Capital (1 thru 3) | 77,377,295 | 83,240,019 | 0 | 16,511,776 |
| 5. Operation Expense - Production - Excluding Fuel | 6,044,362 | 7,112,106 | 0 | 1,476,479 |
| 6. Operation Expense - Production - Fuel | 27,509,806 | 28,387,891 | 0 | 6,397,505 |
| 7. Operation Expense - Other Power Supply | 12,214,898 | 9,857,390 | 0 | 2,079,586 |
| 8. Operation Expense - Transmission | 7,358,132 | 7,601,283 | 0 | 1,252,398 |
| 9. Operation Expense - RTO / ISO | | | | |
| 10. Operation Expense - Distribution | 0 | 0 | 0 | 0 |
| 11. Operation Expense - Consumer Accounts | 156,031 | 289,548.00 | 0 | 51,884.00 |
| 12. Operation Expense - Consumer Service & Information | 0 | 0 | 0 | 0 |
| 13. Operation Expense - Sales | 0 | 0 | 0 | 0 |
| 14. Operation Expense - Administrative & General | 3,074,191 | 5,151,647 | 0 | 867,598 |
| 15. Total Operation Expense (5 thru 14) | 56,357,420 | 58,399,865 | 0 | 12,125,450 |
| 16. Maintenance Expense - Production | 6,892,022 | 6,816,480 | | 1,353,942 |
| 17. Maintenance Expense - Transmission | 1,679 | 1,303,972 | 0 | 363,279 |
| 18. Maintenance Expense - RTO / ISO | | | | |
| 19. Maintenance Expense - Distribution | 0 | 0 | 0 | 0 |
| 20. Maintenance Expense - General Plant | 1,496,265 | 762,917 | 0 | 179,079 |
| 21. Total Maintenance Expense (16 thru 20) | 8,389,966 | 8,883,369 | 0 | 1,896,300 |
| 22. Depreciation & Amortization Expense | 6,422,443 | 7,910,015 | 0 | 1,458,417 |
| 23. Taxes | 0 | 0 | 0 | 0 |
| 24. Interest on Long-Term Debt | 3,770,726 | 4,782,056 | 0 | 897,158 |
| 25. Interest Charged to Construction - Credit | -8,954 | -28,743 | 0 | -5,899 |
| 26. Other Interest Expense | 43,905 | 62,399 | 0 | 10,451 |
| 27. Asset Retirement Obligation | 0 | 0 | | 0 |
| 28. Other Deductions | 57,464 | 108,219 | 0 | 25,131 |
| 29. Total Cost of Electric Service (15 + 21 thru 28) | 75,032,970 | 80,117,180 | 0 | 16,407,008 |
| 30. Operating Margins (4 - 29) | 2,344,325 | 3,122,839 | 0 | 104,768 |
| 31. Interest Income | 629,701 | 940,778 | 0 | 466,101 |
| 32. Allowance for Funds Used During Construction | 0 | 0 | 0 | 0 |
| 33. Income (Loss) from Equity Investments | 0 | 0 | 0 | 0 |
| 34. Other Nonoperating Income - Net | 35,743 | 209,972 | 0 | 83,953 |
| 35. Generation & Transmission Capital Credits | 0 | 0 | 0 | 0 |
| 36. Other Capital Credits & Patronage Dividends | 17,941 | 16,232 | 0 | 101 |
| 37. Extraordinary Items | 0 | 0 | 0 | 0 |
| 38. Net Patronage Capital or Margins (30 thru 37) | 3,027,710 | 4,289,821 | 0 | 654,923 |
| ITEM | Mills/kWh (Optional Use by Borrower) | | | |
| 36. Electric Energy Revenue Per kWh Sold | | 0.00 | | |
| 37. Total Operation & Maintenance Expense Per kWh Sold | | 0.00 | | |
| 38. Total Cost of Electric Service Per kWh Sold | | 0.00 | | |
| 39. Purchased Power Cost Per kWh | | 0.00 | | |

| | | |
|---|----------------------|--------------|
| USDA - RUS OPERATING REPORT - FINANCIAL ARIZONA ELECTRIC POWER COOPERATIVE, INC. | BORROWER DESIGNATION | RUS USE ONLY |
| | ARIZONA 28 | |
| | MONTH ENDING | |

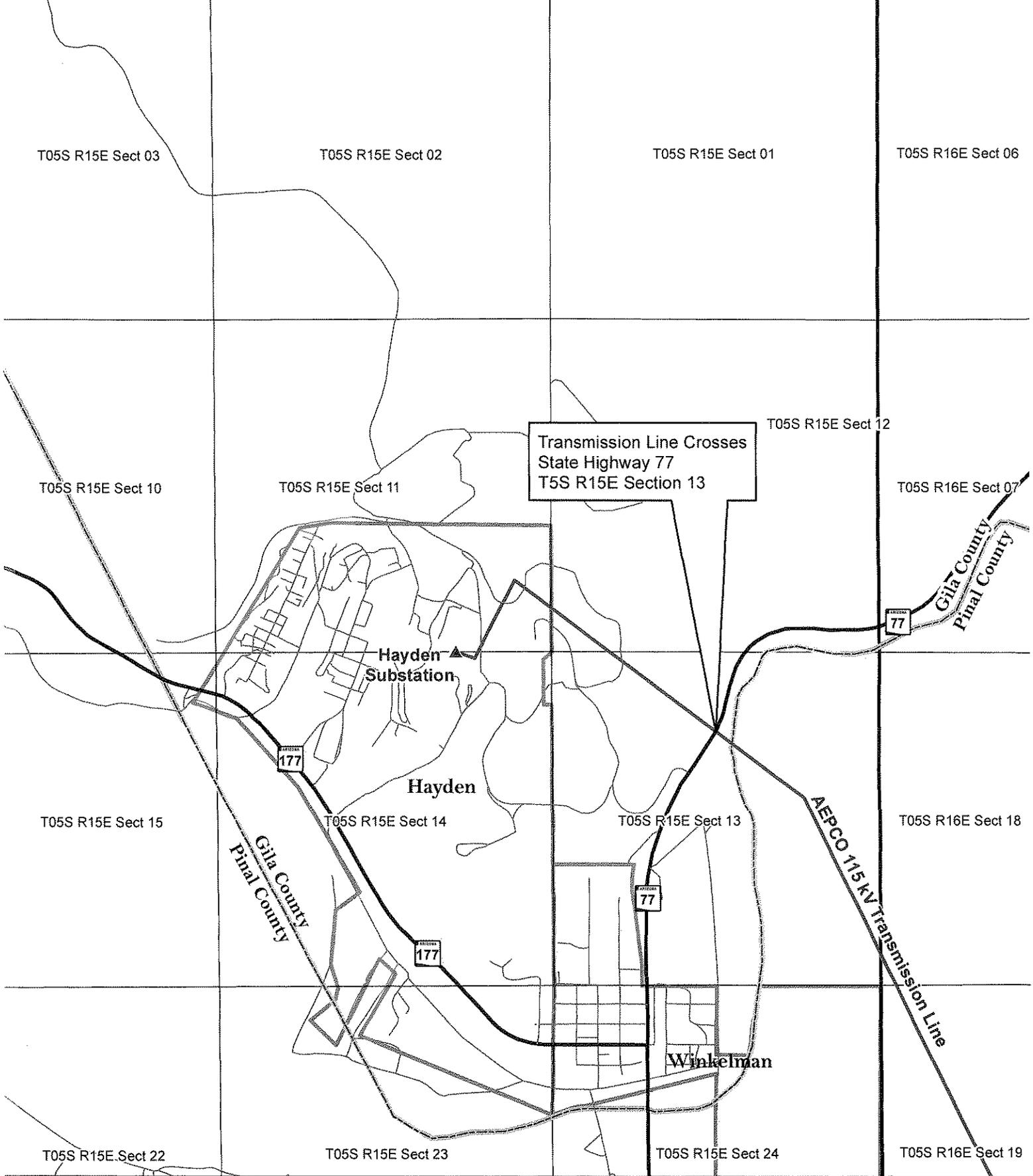
30-Jun-16

SECTION B. BALANCE SHEET

| ASSETS AND OTHER DEBITS | | LIABILITIES AND OTHER CREDITS | |
|--|--------------------|---|--------------------|
| 1. Total Utility Plant in Service | 680,546,843 | 33. Memberships | 1,530 |
| 2. Construction Work in Progress | 10,996,213 | 34. Patronage Capital | |
| 3. Total Utility Plant (1 + 2) | 691,543,056 | a. Assigned and Assignable | 149,089,342 |
| 4. Accum. Provision for Depreciation & Amort. | -348,717,116 | b. Retired This Year | 0 |
| 5. Net Utility Plant (3 - 4) | 342,825,940 | c. Retired Prior Years | 2,125,269 |
| 6. Non-Utility Property - Net | 0 | d. Net Patronage Capital | 146,964,073 |
| 7. Investment in Subsidiary Companies | 0 | 35. Operating Margins - Prior Years | 9,937,649 |
| 8. Invest. in Assoc. Org. - Patronage Capital | 11,676,407 | 36. Operating Margins - Current Year | 3,139,071 |
| 9. Invest. in Assoc. Org. - Other - General Funds | 0 | 37. Non-Operating Margins | 1,150,750 |
| 10. Invest. in Assoc. Org. - Other - Non-Gen. Funds | 6,843,594 | 38. Other Margins and Equities | 0 |
| 11. Investments in Economic Development Projects | 455,952 | 39. Total Margins & Equities (33 + 34d thru 38) | 161,193,073 |
| 12. Other Investments | 0 | 40. Long-Term Debt - RUS (Net) | 0 |
| 13. Special Funds | 3,096,155 | 41. Long-Term Debt - FFB - RUS Guaranteed | 232,983,142 |
| 14. Total Other Property & Investment (6 thru 13) | 22,072,108 | 42. Total Long-Term Debt - Other - REA Guaranteed | 0 |
| 15. Cash - General Funds | 2,284,784 | 43. Total Long-Term Debt - Other (Net) | 26,413,812 |
| 16. Cash - Construction Funds - Trustee | 155,500 | 44. Long-Term Debt - REA - Econ. Devel.(Net) | 0 |
| 17. Special Deposits | 1,325,515 | 45. (Payments-Unapplied \$) | -29,689,103 |
| 18. Temporary Investments | 15,385,001 | 46. Total Long-Term Debt (40 thru 45) | 229,707,851 |
| 19. Notes Receivable - Net | 0 | 47. Obligations Under Capital Leases - Noncurrent | 378,681 |
| 20. Accounts Receivable - Sales of Energy (Net) | 20,133,584 | 48. Accumulated Operating Provisions and ARO | 0 |
| 21. Accounts Receivable - Net | 2,311,972 | 49. Total Other Noncurrent Liabilities (47 + 48) | 378,681 |
| 22. Fuel Stock | 19,375,551 | 50. Notes Payable | 8,895,367 |
| 23. Renewable Energy Credits | 0 | 51. Accounts Payable | 10,508,478 |
| 24. Materials and Supplies - Other | 13,543,071 | 52. Current Maturities Long Term Debt | 17,346,303 |
| 25. Prepayments | 2,038,165 | 53. Current Maturities Long Term Debt - Rural Devel | 0 |
| 26. Other Current and Accrued Assets | 95,993 | 54. Current Maturities Capital Leases | 218,058 |
| 27. Total Current and Accrued Assets (15 thru 26) | 76,649,136 | 55. Taxes Accrued | 2,790,345 |
| 28. Unamortized Debt Disc. & Extraord. Prop. Losses | 729,046 | 56. Interest Accrued | 201,245 |
| 29. Regulatory Assets | 0 | 57. Other Current & Accrued Liabilities | 2,842,277 |
| 30. Other Deferred Debits | 18,022,222 | 58. Total Current & Accrued Liabilities (50 thru 57) | 42,802,073 |
| 31. Accumulated Deferred Income Tax | 0 | 59. Deferred Credits | 26,216,774 |
| 32. Total Assets & Other Debits (5 + 14 + 27 Thru 31) | 460,298,452 | 60. Accumulated Deferred Income Taxes | |
| | | 61. Total Liabilities and Other Credits | |
| | | (39 + 46 + 49 + 58 thru 60) | 460,298,452 |

Note 1: The amounts listed on the Balance Sheet and Operating Report are un-audited and subject to review by AEPCO's external auditors.

Note 2: This Form 12 follows the tariff approved by the Arizona Corporation Commission effective November 1,2013 whereby all de-commissioning costs were included as part of depreciation cost.



Transmission Line Crosses
State Highway 77
T5S R15E Section 13

Hayden
Substation

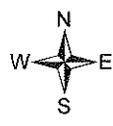
Hayden

Winkelman

AEPCO 115 kV Transmission Line

Gila County
Pinal County

Gila County
Pinal County



0 1.050 2.100 4.200
Feet

- Local Roads
- Highways
- AEPCO Substations
- AEPCO Transmission Lines
- Cities
- Section

AEPCO
Gila Transmission
Arizona
G&T
Cooperatives
Arizona Electric Power Cooperative, Inc.

FRANCHISE

WHEREAS, Arizona Electric Power Cooperative, Inc., an Arizona corporation, engaged in the business of supplying electricity in the County of Gila, State of Arizona, has duly filed and presented to the Board of Supervisors of the County of Gila, State of Arizona, its petition praying that it be granted license and franchise for the purpose of constructing and maintaining electric lines and related fixtures along, under and across each and all of the public streets, thoroughfares, alleys, roadways and highways in the Southeast Quarter of Section Eleven, and the Southwest Quarter of Section Twelve, and the East One-half of the West One-half and the West One-half of the East One-half of Section Thirteen, and the Northeast Quarter of Section Twenty-four, Township Five South, Range Fifteen East, Gila and Salt River Meridian, Gila County, Arizona, said electric lines and related fixtures to be used for the purpose of transmitting, distributing and selling electricity for all purposes; and

WHEREAS, upon filing said petition, the said Board of Supervisors ordered the public notice of the intention of said Board to make such grant to be given by publishing the notice in a weekly newspaper of general circulation, published in Gila County, State of Arizona, and that 9:30 a.m. on the 3rd day of June, 1991, at the Gila County Courthouse, 1400 East Ash Street, Globe, Arizona, was set as the time and place for the consideration of the granting of said franchise and license.

NOW, THEREFORE, the said petition coming on regularly for hearing on this 3rd day of June, 1991, and it appearing from the

Franchise
Arizona Electric Power
Cooperative, Inc.
Page 2

affidavit of the publisher of The Moccasin that due and regular notice of said time and place set for the consideration of the action has been published for at least once a week for three (3) consecutive weeks prior to the said date for the hearing, and the matter being called at 9:30 a.m., and an opportunity having been given to all interested parties to be heard,

NOW, THEREFORE, it is ordered that said Franchise be, and the same is hereby granted to Arizona Electric Power Cooperative, Inc., its successors and assigns, for a period of twenty-five (25) years, for the purpose of constructing and maintaining electric lines and related fixtures along, under and across, each and all of the public streets, thoroughfares, alleys, roadways and highways, situated on the real property described above, said electric lines and related fixtures to be used for the purpose of transmitting, distributing and selling electricity for all purposes.

PROVIDING, that in granting this franchise, the Board of Supervisors reserves the right to impose such restrictions and limitations in the use of said public streets, alleys and highways as may be deemed best for the public safety and welfare; and

BE IT FURTHER PROVIDED, that the Grantee herein named, from and after the date hereof, shall bear and pay all expenses including damage and compensation for any alteration of the course, direction, surface, grade or alignment of said public streets, alleys and highways necessarily made by said Grantee or its

Franchise
Arizona Electric Power
Cooperative, Inc.
Page 3

successors and assigns, or by the County of Gila on behalf of said Grantee or its successors or assigns, for the purpose of such franchise, and that said Grantee or its successors and assigns, shall, at all times during the maintenance of said electric lines and related fixtures, be subject to reasonable regulations for the maintenance by said Grantee or its successors or assigns, of such portion of said public streets, alleys and highways as may be used for said purposes of this franchise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Gila, State of Arizona, by its Chairman and its Deputy Clerk, thereunto duly authorized, has hereunto set its hand and caused its official seal to be affixed this 3rd day of June, 1991.

GILA COUNTY BOARD OF SUPERVISORS

[Signature]
Chairman

ATTEST:

[Signature]
Deputy Clerk



No Chg
2:25
C

603039

STATE OF ARIZONA, County of Gila, ss:
I do hereby certify that the within instrument was filed and recorded at request of Gila County Board of Supervisors

Date Jun 4, 1991 Time 2:25 P. M., Docket 832 Official Records Page 8 919-921

Records of Gila County, Arizona.
WITNESS my hand and official seal the day and year first above written.

Gila County Board of Supervisors

MARY V. DE FACOLI, County Recorder

By *Mary V. De Facoli* Recorder

Affidavit of Publication

**State of Arizona
County of Gila**

Marc Marin, or his authorized representative being first duly sworn deposes and says: That he is the Publisher of the Arizona Silver Belt and the San Carlos Apache Moccasin newspapers, located at 298 North Pine Street, Globe, Arizona 85501, or mail: P.O. Box 31, Globe, Arizona 85502.

The above stated newspapers are published weekly in Globe, in the State of Arizona, County of Gila and that the following described √ legal, or ___ advertising was duly published.

**NOTICE OF HEARING
BEFORE THE BOARD OF SUPERVISORS
GILA COUNTY, ARIZONA**

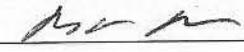
IN THE MATTER OF THE APPLICATION submitted by Arizona Electric Power Cooperative, Inc. to renew a franchise for electricity services for domestic use to use public streets, roads and alleys;
NOTICE IS HEREBY GIVEN that the Board of Supervisors of Gila County, Arizona, has been requested to approve the assignment of an electricity services for domestic use license to use the public roads, streets, alleys and highways within the following described area, to-wit:
The service territory consists of high-voltage transmission lines throughout Gila County. A map and legal description are on file with the Clerk of the Board of Supervisors.

**NOTICE OF HEARING
BEFORE THE BOARD OF
SUPERVISORS
GILA COUNTY, ARIZONA**
**IN THE MATTER OF THE AP-
PLICATION** submitted by Ari-
zona Electric Power
Cooperative, Inc. to renew a
franchise for electricity ser-
vices for domestic use to use
public streets, roads and al-
leys;
NOTICE IS HEREBY GIVEN
that the Board of Supervisors
of Gila County, Arizona, has
been requested to approve the
assignment of an electricity
services for domestic use li-
cense to use the public roads,
streets, alleys and highways
within the following described
area, to-wit:
**The service territory con-
sists of high-voltage trans-
mission lines throughout
Gila County. A map and
legal description are on file
with the Clerk of the Board
of Supervisors.**

A printed copy of said legal or advertising is attached hereto and was published in a regular weekly edition of said newspaper (and not a supplement thereof) for 3 consecutive weeks in the √ Arizona Silver Belt newspaper, and/or the √ San Carlos Apache Moccasin newspaper. The dates of publication being as follows, to wit:

**September 28, 2016
October 5, 2016
October 12, 2016**

Prior to the consideration of this request, the Gila County Board of Supervisors shall hold a public hearing on the 18th day of October 2016, at 10:00 a.m. at the Gila County Courthouse, Board of Supervisors' Hearing Room, 1400 E. Ash Street, Globe, Arizona. All interested parties and the public are invited to attend at this location or by ITV (interactive television) at 610 E. Highway 260, Board of Supervisors' Conference Room, Payson, Arizona. If on or before such date more than fifty percent of the qualified electors of the County petition the Board of Supervisors to deny such privilege, it shall do so, and any privilege granted against such petition shall be void.
Dated at Globe, Gila County, Arizona this 20th day of September, 2016.
(s) By: Marian Sheppard
Clerk, Board of Supervisors
Gila County, Arizona
First Pub: 9-28-2016
Last Pub: 10-12-2016 Belt: 9889



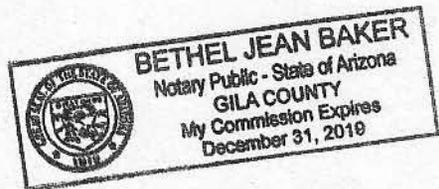
(s) By: Marc Marin
Publisher

State of Arizona)
) ss:
County of Gila)

The foregoing instrument was acknowledged before me **October 12, 2016**, by Marc Marin.



Notary Public



My Commission Expires:
December 31, 2019

ARF-4002

Regular Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 10/18/2016

Submitted For: Michael O'Driscoll, Director
Submitted By: Betty Hurst, Buyer

Department: Finance

Fiscal Year: 2016-2017 Budgeted?: Yes

Contract Dates 10-01-16 to Grant?: No

Begin & End: 10-31-17

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Request to Award Contract No. 080316 - Sub-Grantee for Public Health Support Services to Pinnacle Prevention.

Background Information

At the September 6, 2016, Board of Supervisors' Regular Meeting, the Board authorized the advertisement of Request for Proposals No. 080316-Sub-Grantee for Public Health Support Services.

Gila County is seeking consultation services to implement collaborative and comprehensive public health approaches and public health marketing supporting Supplemental Nutrition Assistance Program Education (SNAP-Ed), the Healthy People Healthy Communities (HPHC) strategies, and Public Health Emergency Preparedness (PHEP) marketing and communications.

Request for Proposals (RFP) No. 080316-Sub Grantee for Public Health Support Services was advertised in the Arizona Silver Belt on September 14, 2016, and September 21, 2016, with a bid due date of September 28, 2016.

Evaluation

Gila County will contract with one Arizona-based organization employing a Registered Dietitian Nutritionist (RDN), Physical Activity Specialist, and Marketing and Communications Specialist to implement Policy, System, and Environmental (PSE) food systems, active living, and school health strategies; to provide nutrition education and physical activity promotion; design and implement public health marketing and communications tools including social media promotion; and, support the development of partnerships and stakeholder engagement with a focus on low-income individuals and families and children and youth with special healthcare needs. The overall goal of the consultation and marketing support is to apply comprehensive evidence-based strategies to improve health outcomes and wellbeing for Gila County residents.

RFP No. 080316 was emailed to two contractors; advertised in the Arizona Silver Belt; and, posted on the County website.

Gila County received one bid from Pinnacle Prevention. Evaluation of the proposal was conducted by the Director and Deputy Director of Health & Emergency Management and was found to be in full compliance with the bid guidelines. Pinnacle Prevention is capable of implementing collaborative and comprehensive public health approaches and public health marketing supporting Supplemental Nutrition Assistance Program Education (SNAP-Ed), the Healthy People Healthy Communities (HPHC) strategies, and Public Health Emergency Preparedness (PHEP) marketing and communications for Gila County. In addition, Pinnacle Prevention will comply with mandated grant guidelines by having on staff a certified health professional, registered dietitian, and an experienced social media, communications expert.

Conclusion

Gila County is seeking to award a contract for RFP No. 080316 for Sub-Grantee for Public Health Support Services to contract support services with an organization employing a Registered Dietitian Nutritionist (RDN), Physical Activity Specialist, and Marketing and Communications specialist to implement Policy, System, and Environmental (PSE) food systems, active living, and school health strategies; to provide nutrition education and physical activity promotion; design and implement public health marketing and communications tools including social media promotion; and, support the development of partnerships and stakeholder engagement with a focus on low-income individuals and families and children and youth with special healthcare needs. The overall goal of the consultation and marketing support is to apply comprehensive evidence-based strategies to improve health outcomes and wellbeing for Gila County residents.

Recommendation

It is the recommendation of the Gila County Health & Emergency Management Division Director that the Board of Supervisors award a contract to Pinnacle Prevention for Requests for Proposals No. 080315 - Sub-Grantee for Public Health Support Services.

Suggested Motion

Information/Discussion/Action to review the bid submitted for Request for Proposals No. 080316-Sub-Grantee for Public Health Support Services; award to Pinnacle Prevention in the amount of \$242,000; and authorize the Chairman's signature on the award contract for the winning bid. **(Michael O'Driscoll)**

Attachments

RFP NO. 080316 Sub-Grantee for Public Health Support Services

Quote Tabulation Form

As Read Bid Results

Pinnacle Prevention Bid

Affidavit of Publication

GILA COUNTY

REQUEST FOR PROPOSALS NO. 080316

SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES

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



BOARD OF SUPERVISORS

**Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member**

COUNTY MANAGER

Don E. McDaniel, Jr.



**GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 080316
SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES**

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to develop a program for Sub-Grantee for Public Health Support Services.

SUBMITTAL DUE DATE: 4:00 PM, MST, Wednesday, September 28, 2016

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

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

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

All proposals shall be made on the Request for Sealed Proposals forms included in this RFP No. 080316 package, and shall include all applicable taxes.

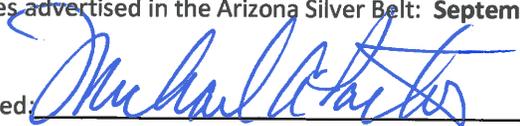
Interested Bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link:

http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

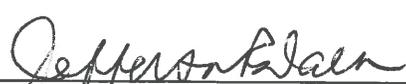
Any questions regarding this Request for Proposals shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at bhurst@gilacountyaz.gov, 928-402-4355.

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

Dates advertised in the Arizona Silver Belt: **September 14, 2016 and September 21, 2016**

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

Date: 9 / 6 / 16

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

Date: 9 / 6 / 16

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REQUEST FOR SEALED PROPOSALS NO. 080316
SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES

INTENT

REQUEST FOR PROPOSAL FOR: **Sub-Grantee for Public Health Support Services**

INTENT:

The purpose of this request is to implement collaborative and comprehensive public health approaches and public health marketing supporting Supplemental Nutrition Assistance Program Education Supplemental nutrition Assistance Program-Education (SNAP-ED) the Healthy People Healthy Communities (HPHC) strategies, and Public Health Emergency Preparedness (PHEP) marketing and communications for Gila County.

SCOPE OF WORK:

The Contractor shall:

- Implement the Gila County Supplemental Nutrition Assistance Program-Education Supplemental nutrition Assistance Program-Education (SNAP-ED) food systems and active living strategies in alignment with Arizona Nutrition Network (AzNN).
- Implement the Gila County Healthy People Healthy Communities (HPHC) strategies and PHEP (Public Health Emergency Preparedness) marketing in alignment with Arizona Department of Health Services (ADHS) guidelines.
- Provide technical assistance and subject matter expertise in Supplemental Nutrition Assistance Program-Education Supplemental nutrition Assistance Program-Education (SNAP-ED) administration, including, but not limited to, implementation of Policy Systems and Environmental Policy Systems and Environmental (PSE) strategies consistent with state and federal regulations.
- Work directly with Gila County stakeholders in all aspects of strategy and marketing implementation.
- Maintain staffing requirements for a Registered Dietitian Nutritionist Registered Dietitian Nutritionist (RDN) and Physical Activity Specialist.
- Attend and participate in any required Gila County ADHS trainings and meetings.
- Abide by the most current Policies and Procedures for respective public health and emergency preparedness programs.
- Follow the current USDA Dietary Guidelines for Americans and the USDA Food Guidance System.
- Follow the current Physical Activity Guidelines for Americans.

DELIVERABLES:

The Contractor shall submit:

- Prepare and submit monthly reports utilizing the standard reporting forms.
- Prepare and submit quarterly narrative reports utilizing the standard reporting forms.
- Prepare and submit quarterly evaluation reports utilizing the standard reporting forms.
- Prepare and submit fourth quarter narrative reports summarizing the year's program activities, any results from both quantitative and qualitative evaluations conducted, and any other relevant program information utilizing the standard reporting forms.

PROPOSAL RESPONSE REQUIREMENTS:

A concise proposal narrative based on the following weighted criteria:

- Description of Organization
- Key Staff Qualifications and Resume/CV outlining experience in the administration, implementation, and evaluation of Supplemental Nutrition Assistance Program-Education Supplemental nutrition Assistance Program-Education (SNAP-ED) programs, Policy Systems and Environmental Policy Systems and Environmental (PSE) experience, Public Health experience, marketing and communications experience, and experience working in Gila County.
- Annual Cost

Scope of Work Continued...

SELECTION CRITERIA:

- Experience successfully completing similar projects **40 Points**
- Experience and capability of principal applicant and key personnel **30 Points**
- The proposal indicates a clear understanding of the project and is appropriate to the charge **20 Points**
- The budget is appropriate for the scope of work submitted **10 Points**

Total 100 Points

1.0 MINIMUM QUALIFICATIONS:

Qualifying experience includes:

- Arizona-based organization employing a Registered Dietitian Nutritionist Registered Dietitian Nutritionist (RDN) and Physical Activity Specialist.
- Experience working with Gila County communities and children and youth with special health care needs.
- A minimum of three years of experience in the administration of Supplemental nutrition Assistance Program-Education Supplemental nutrition Assistance Program-Education (SNAP-ED).
- A minimum of three years of experience in food systems, active living, and school health policy, system, and environmental Policy Systems and Environmental Policy Systems and Environmental (PSE) approaches, and marketing and communications in public health programs.

EXAMINATION INFORMATION:

Special care should be taken to submitting a complete description of organizational education and experience relevant to the typical tasks, scope, and minimum qualifications stated on this announcement. Supplemental information will be accepted but competitors should read the announcement carefully to determine what kind of information will be useful to those individuals completing the evaluation.

It is the intent of Gila County to award a contract to a qualified Contractor for the Sub-Grantee for Public Health Support Services.

See page 23 of Bid Packet for Price Proposal.

INFORMATION REQUESTS

All requests for additional information shall be put in writing and directed to: Betty Hurst, Contracts Administrator, (928) 402-4355, bhurst@gilacountyaz.gov.

INSTRUCTIONS TO BIDDERS

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

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

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

REQUEST FOR SEALED PROPOSALS NO. 080316
SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES

Instructions to Bidders continued....

Addendum

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 28.
2. Copies of all addenda must be attached to the submittal.

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

Inquiries

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor(s) must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 P.M., Monday, September 26, 2016 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Proposals

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

Submittal Proposal Format:

It is required that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and all Forms shall be submitted. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Spiral bound proposals are not permitted. Failure to include all required documents, **all with original signatures, may invalidate the bid.**

REQUEST FOR SEALED PROPOSALS NO. 080316
SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES

Instructions to Bidders continued...

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES", Proposal No., "080316", Date "September 28, 2016", and time "4:00 PM" of Proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the Notice. Spiral bound proposals are not permitted.

GENERAL TERMS AND CONDITIONS

Award of Contract

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

Protests

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

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

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

REQUEST FOR SEALED PROPOSALS NO. 080316
SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES

General Terms & Conditions continued...

Laws and Ordinances

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

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's **signature(s) appearing** on all forms contained on pages 21 through 30.

Overcharges by Antitrust Violations

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

Authority to Contract

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

Contract Amendments

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

Contract Award Agreement continued...

Contract Default

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

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

Contract Award Agreement continued...

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

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

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

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

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs.

Israel Boycott Certification Clause

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this Agreement.

Contract Award Agreement continued...

General

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

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

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"**.

Contract Award Agreement continued...

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 |
|-----------------------------|-------------|

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.

REQUEST FOR SEALED PROPOSALS NO. 080316
SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES

Contract Award Agreement 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 **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@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.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES for Gila County.

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

SECTION 1.0

General Purpose

- 1.1 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.3 Contractor shall review its Proposal submission to assure the following requirements are met.
 - 1.3.1 **One (1) original and two (2) copies, total of three (3), all with original signatures, shall be submitted at time of bid opening.**
 - 1.3.2 Qualification and Certification Form (page 21-22)
 - 1.3.3 Price Sheet (page 23)
 - 1.3.4 References List (page 24)
 - 1.3.5 No Collusion Certification (page 25)
 - 1.3.6 Intentions Concerning Subcontracting (page 26)
 - 1.3.7 Legal Arizona Workers Act Compliance (page 27)
 - 1.3.8 Checklist & Addenda Acknowledgment (page 28)
 - 1.3.9 Offer Page (page 29)
 - 1.3.10 Acceptance of Offer (page 30)

Minimum Specifications continued....

SECTION 2.0

Proposal Pricing & Term

- 2.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's **discovery** of any such price reduction.
- 2.2 The term of the contract shall commence on October 1, 2016 and shall remain in effect for one year from the date of award. The County shall have the option to renew the contract for two (2) additional one (1) year periods upon agreement of both parties.
- 2.3 Profit costs may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the Board of Supervisor's approval by an amendment to the contract prior to any such extension.

SECTION 3.0

3.1 Evaluation of Proposal and Negotiations

The Finance Director may appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Request for Proposals. The Board of Supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Request for Proposals.

For the purpose of conducting Negotiations, the County shall determine what Proposals are susceptible for being selected for award. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the County files. If it is determined a Proposal is not reasonably susceptible of being selected for Award, the Contractor shall be notified and shall not be afforded an opportunity to modify its Proposal.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

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

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

Contract Number 080316 SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES

The applicant submitting this Proposal warrants the following:

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

Pinnacle Prevention
3100 West Ray Road, Suite 201 Chandler, AZ 85226
(480) 207 - 5955

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 Contractor's present or any previous name)? _____ Yes No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
- A brief history of the Contractor.
 - A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - List the specific qualifications the Contractor has in supplying the specified services.
 - Gila County reserves the right to request additional information.

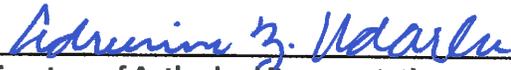
REQUEST FOR SEALED PROPOSALS NO. 080316
SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES

Qualification & Certification continued....

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** Not Applicable
(If Applicable)

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

7. **Current Contractor Business Arizona License Number:** EIN 46-4574172/City License #157046
(If Applicable)



Signature of Authorized Representative

Adrienne Z. Udarbe, MS, RDN

Printed Name

Executive Director

Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 080316 SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES.

Contractor Name: Pinnacle Prevention

Phone No.: (480) 207 - 5955

| COSTS | |
|---|---------------------------|
| Annual Rate <i>(Contractor shall be paid per monthly expenditure report. Monthly expenditure report to be submitted to Gila County by the 15th of the following month)</i> | \$ <u>242,000.00</u> |
| TOTAL COST | \$ <u>242,000.00/year</u> |

****All applicable taxes shall be included in proposed amount.**

Adrienne Z. Udarbe
Signature of Authorized Representative

Adrienne Z. Udarbe, MS, RDN
Printed Name

Executive Director
Title

REFERENCE LIST

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

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. **Company:** Arizona Department of Health Services/CineLearning

Contact: Anne Whitmire - Training Manager

Phone: (602) 542 - 1886

Address: 150 N. 18th Ave. Suite 310 Phoenix, AZ 85007

Job Description: Contract services for training design and delivery

2. **Company:** Maricopa County Department of Public Health

Contact: Mary Mezey - Supervisor, Office of Community Empowerment

Phone: (602) 506 - 5783

Address: 4041 N. Central Ave. Phoenix, AZ 85012

Job Description: Contract services for Preventative Health Collaborative Action Learning Teams
Facilitation and Coaching

3. **Company:** New Mexico Department of Public Health - WIC Program

Contact: Kerry Thomson -Clinic Operations Manager

Phone: (505) 476 - 8832

Address: 2040 S. Pacheco St. Santa Fe, NM 87505

Job Description: Contract services for training, planning, evaluation, and communications

Pinnacle Prevention

Name of Business

Adrianne Z. Udall

Signature of Authorized Representative

Executive Director

Title

REQUEST FOR SEALED PROPOSALS NO. 080316
SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES

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

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

Adrienne Z. Udarbe
(Name of Individual)

being first duly sworn, deposes and says:

That he/she is Executive Director
(Title)

Of Pinnacle Prevention and
(Name of Business)

That he/she is submitting a proposal on **SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES, RFP NO. 080316** and,

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

That neither he nor anyone associated with the said _____
Pinnacle Prevention
(Name of Business)

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

Pinnacle Prevention
Name of Business
Adrienne Z. Udarbe
By
Executive Director
Title



Subscribed and sworn to before me this 26th day of September, 2016.

Gargi Chatterjee My Commission expires: June 2, 2017
Notary Public

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 080316 SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES**, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and Arizona ROC. List must be provided in a sealed envelope marked "List of Subcontractors".

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

Adrienne Z. Udarbe
Signature of Authorized Representative

Adrienne Z. Udarbe, MS, RDN
Printed Name

Executive Director
Title

Pinnacle Prevention List of Subcontractors:

1) Carient Communications (Marketing and Communications)

4709 E. Ironhorse Road

Gilbert, AZ 85297

(630) 945-5311

carient@sbcglobal.net

2) Arizona Strength (Physical Activity Specialist)

1465 E. Tierra St.

Gilbert, AZ 85297

(480) 415 – 4564

ryan@arizonastrength.com

LEGAL ARIZONA WORKERS ACT COMPLIANCE

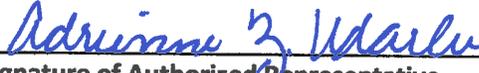
Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall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

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

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.



Signature of Authorized Representative

Adrienne Z. Udarbe, MS, RDN

Printed Name

Executive Director

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

| | |
|--------------------------------------|------------|
| QUALIFICATION & CERTIFICATION FORM | <u>ASU</u> |
| PRICE SHEET | <u>ASU</u> |
| REFERENCE LIST | <u>ASU</u> |
| NO COLLUSION FORM | <u>ASU</u> |
| INTENTIONS IN SUBCONTRACTING | <u>ASU</u> |
| LEGAL ARIZONA WORKERS ACT COMPLIANCE | <u>ASU</u> |
| CHECKLIST & ADDENDA ACKNOWLEDGMENT | <u>ASU</u> |
| OFFER PAGE | <u>ASU</u> |

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

| | | | | | |
|----------|-------------------|-------|-------|-------|-------|
| | #1 | #2 | #3 | #4 | #5 |
| Initials | <u>(None) ASU</u> | _____ | _____ | _____ | _____ |
| Date | <u>9/26/16</u> | _____ | _____ | _____ | _____ |

Signed and dated this 26th day of September, 2016

Pinnacle Prevention
Contractor:
Adrienne Z. Udvarlu
By:

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 080316 SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES. All proposals shall be filed with the Gila County Finance Department Division in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before September 28, 2016, by 4:00 PM.

REQUEST FOR SEALED PROPOSALS NO. 080316
SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 080316 SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES

Contractor Submitting Proposal:

Pinnacle Prevention
Company Name

3100 West Ray Road, Suite 201
Address

| | | |
|-----------------|-----------|--------------|
| <u>Chandler</u> | <u>AZ</u> | <u>85226</u> |
| City | State | Zip |

For clarification of this offer, contact:

Name: Adrienne Z. Udarbe, MS, RDN

Phone No.: (480) 207 - 5955 or (480) 415 - 4563

Fax 480) 550 - 8806

Email: adrienneudarbe@pinnacleprevention.org


Adrienne Z. Udarbe
Signature of Authorized Person to Sign

Adrienne Z. Udarbe, MS, RDN
Printed Name

Executive Director
Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor Pinnacle Prevention is now bound to provide the materials or services listed in RFP No.: 080316 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 080316. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 20__.

GILA COUNTY BOARD OF SUPERVISORS:

CONTRACTOR:

Michael A. Pastor, Chairman of the Board

Adrienne Z. Udarbe
Authorized Signature

ATTEST:

Adrienne Z. Udarbe, MS, RDN
Print Name

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

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

Gila County Request for Proposal (RFP) Sub-Grantee for Public Health Support Services



PINNACLE  PREVENTION

Growing healthy families and communities.

Pinnacle Prevention
3100 West Ray Road, Suite 201
Chandler, AZ 85226
480.207.5955
www.pinnacleprevention.org



September 26th, 2016

Mrs. Betty Hurst
Gila County Finance Department
Guerrero Complex
1400 East Ash Street
Globe, AZ 85501

Mrs. Betty Hurst,

Pinnacle Prevention is pleased to submit the enclosed proposal for your consideration in response to the Request for Proposal (RFP) issued for *Sub-Grantee for Public Health Support Services* (RFP No. 080316).

Pinnacle Prevention is an Arizona-based nonprofit 501(c)(3) public health consulting firm. Our firm includes a team of innovative Registered Dietitian Nutritionists (RDNs), Researchers, and Communications Specialists with over 10 years of experience in the administration and support of the Supplemental Nutrition Assistance Education Program (SNAP-Ed) and public health approaches related to Healthy People Healthy Communities (HPHC) strategies, and Public Health Emergency Preparedness (PHEP) marketing and communications.

Details of our unique qualifications specific to the needs identified in the scope of work are included in this proposal. Any questions regarding this proposal may be directed to Mrs. Adrienne Z. Udarbe, Pinnacle Prevention Director, who is available at (480) 207-5955 or at adrienneudarbe@pinnacleprevention.org.

Sincerely,

A handwritten signature in blue ink that reads "Adrienne Z. Udarbe".

Adrienne Z. Udarbe, MS, RDN
Executive Director – Pinnacle Prevention

Table of Contents

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Description of Organization

Pinnacle Prevention is an Arizona-based nonprofit 501(c)(3) public health consulting firm. The mission of Pinnacle Prevention is to inspire and advance opportunities for lifestyle-enriched living that promote healthy eating, active living, and the prevention of disease. Pinnacle Prevention's commitment to quality is guided by our mission-driven design including the following core values that are reflected in our approach: strategic, focused, meaningful, insightful, inspiring, engaging, and trustworthy. Pinnacle Prevention has over a decade of experience in public health, with extensive expertise in the administration of United States Department of Agriculture (USDA) nutrition programs, including the Supplemental Nutrition Assistance Program Nutrition Education and Obesity Prevention (SNAP-Ed) grant program. Our principal activities are driven by Policy, System, and Environmental (PSE) public health approaches and include: PSE planning and strategy implementation, public health assessments, facilitation and community engagement, strategic planning, training and education, community health studies, research, and public health communications. Pinnacle Prevention offers extensive experience in the implementation of healthy eating and active living strategies with a focus on food system environments, active living environments, and school-based and early care and education settings to meet the deliverables outlined in the Gila County Request for Proposal (RFP) for sub-grantee for public health support services.

Pinnacle Prevention offers over a decade of experience in public health and health care systems at the federal, state, and local levels. Founded in 2014, Pinnacle Prevention

has experience working with over 20 state, county, city, and community-based agencies and organizations, including county public health departments, tribal partners, and health care systems. Our experience includes over a year of service and work in Gila County working with the Gila County Division of Health and Emergency Management (GCDHEM) and local stakeholders. This experience has included working with community partners from Gila County communities to implement and facilitate the Gila County Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) and as past SNAP-Ed contractor. This has provided us with intimate knowledge of the health needs of Gila towns and cities and allowed us to establish strong relationships with stakeholders. In addition to our experience working in Gila County, our team has experience working with rural and tribal programs communities. Our team is highly skilled in applying evidence-based approaches in the delivery of public health approaches, while remaining grounded in the understanding of the complexity of factors that influence decision-making around health. These attributes facilitate cooperation of, and valuable input from key community partners and the public in optimizing program outcomes. We have a proven track record of effective and efficient project management and delivery. We offer a strong and experienced team of Registered Dietitians that are grounded in science and evaluation, but also understand the federal regulations and requirements expected in the delivery of SNAP-Ed services and other Public Health programs. Public Health Support Services will be supported by the following Pinnacle Prevention team members: Adrienne Udarbe, MS, RDN (Director); Kathleen Carlson, MScA, RDN (Manager and Evaluator); Kate O'Neill (Manager and Social Scientist); Jaclyn Chamberlain, MPH, RDN, CSP; and, through

sub-contracting with the following partner organizations: Arizona Strength (Physical Activity Specialist) and Carient Communications (Marketing and Communications).

Examples of Similar Project Experience

Pinnacle Prevention is well versed in providing the support services necessary to implement SNAP-Ed, PSE health strategies, and healthy marketing and communications. Examples of similar project experience includes the following:

- **Gila County SNAP-Ed Support Services:** Mrs. Udarbe and Mrs. Carlson have served as contractors in the implementation of SNAP-Ed support services. Responsibilities included technical assistance, education, evaluation, and reporting.
- **Arizona Department of Health Services (ADHS), Arizona Nutrition Network (AzNN)/SNAP-Ed:** Mrs. Udarbe and Mrs. Carlson both served as Managers in the implementation and evaluation of SNAP-Ed services across Arizona in their former roles with the ADHS. Responsibilities included operational oversight, budgeting, technical assistance, training, education, and social marketing.
- **Arizona Department of Health Services (ADHS), Health in Arizona Policies Initiative (HAPI):** Mrs. Udarbe and Mrs. Carlson both served as Managers in the implementation and evaluation of public health approaches and PSE strategies in what was formerly known as the Health in Arizona Policies Initiative (HAPI) (now transitioned under the Healthy People Healthy Communities initiative) in their former roles with the ADHS. Responsibilities included operational oversight, budgeting, technical assistance, training, education, and evaluation.
- **Arizona Department of Health Services (ADHS), Children and Youth with Special Health Care Needs:** In her former role with ADHS, Ms. Udarbe collaborated extensively with the Office for Children and Youth with Special

Health Care Needs. Collaborations included the development of nutrition guides for infants and children with metabolic disorders, integrated and adapted physical activities for children with special health care needs, and nutrition considerations for children with life-threatening food allergies.

- **Maricopa County Department of Public Health (MCDPH), Supplemental Nutrition Assistance Program Education (SNAP-Ed)/Arizona Nutrition Network Program Technical Assistance:** Pinnacle Prevention provided technical assistance to the MCDPH Office of Nutrition and Physical Activity SNAP-Ed program to develop and implement the SNAP-Ed plan and programmatic activities for food access, food security, active living, school health, and early childhood. This included leading efforts to support development, implementation, and evaluation of nutrition and physical activity policies and environments in SNAP-Ed service settings.
- **Michigan Department of Community Health, SNAP-Ed:** Mrs. O'Neill served as Manager with oversight of staff training on practice and evidence-based approaches for delivering nutrition education at points of access including farmers market and food pantries. Efforts also included leading a multi-year statewide collaboration to develop and pilot an innovative nutrition education approach known as The Toolbox of Learning Experiences for Points of Access for SNAP-Ed partners.
- **Arizona Department of Health Services (ADHS), Special Supplemental Program for Women, Infants and Children (WIC):** Ms. Chamberlain recently served as Training Manager for the Arizona WIC Program. During her tenure,

she worked with local agencies and key stakeholders to develop a standardized training program, including competency measures for AZ WIC staff. In addition, she worked extensively with USDA and leaders to develop and improve upon participant-centered approaches to service delivery.

- **Gila County Marketing and Communications:** Pinnacle Prevention has partnered with Carient Communication to support public health emergency preparedness marketing and communications. Efforts included development and redesign of the emergency preparedness website and the development and social marketing of public health and emergency preparedness communications.

Additional program experiences and material development samples are available upon request.

Key Staff Qualifications

Pinnacle Prevention prides itself on the exemplary qualifications of personnel that will be assigned to fulfilling program deliverables should we be awarded. Public Health Support Services from Pinnacle Prevention will include the following four (4) key project personnel with the following qualifications:

- **Adrienne Udarbe, MS, RDN**, Pinnacle Prevention Director, will serve as the Principal Registered Dietitian Nutrition (RDN) providing overall technical oversight ensuring that project deliverables are of high quality and completed on time and on budget. In her current role, Mrs. Udarbe oversees operations, technical assistance, assessment and planning, and research. Previously, Mrs. Udarbe served as the Community Programs Manager with the Arizona Department of Health Services (ADHS), with oversight of \$20 million dollars in federal and state grants across eight different public health initiatives, including experience with USDA nutrition assistance programs and child nutrition programs. She has over 12 years of experience in planning, policy, evaluation, community food systems and development, specializing in services for high risk families and infants and children with special healthcare needs, and working in government and nonprofit organizations targeting low-income households. Specific to the delivery of SNAP-Ed services in Gila County, Mrs. Udarbe's experience has included oversight and management of the Farmers Market Nutrition Program (FMNP) and implementation of the Special Supplemental Program for Women, Infants, and Children (WIC) Cash Value Vouchers (CVV) at farmers markets. She also has extensive experience in informing legislative

policy to best support healthy food systems and healthy community design. Mrs. Udarbe brings to this project more than five (5) years of experience in the administration and implementation of SNAP-Education services. She has a proven track record of successfully translating evidence-based behavior change theories and practices into influential initiatives and lead efforts to integrate PSE approaches into SNAP-Education program delivery in her former role with ADHS. She has also served as a contributing subject matter expert on the publication: *A Practitioners Guide for Advancing Health Equity – Community Strategies for Preventing Chronic Disease (Health Equity Guide)* from the Centers for Disease Control and Prevention (CDC), author of *Standards of Practice and Standards of Professional Performance for Registered Dietitian Nutritionists (Competent, Proficient, and Expert) in Public Health and Community Nutrition*, and serves as adjunct faculty with Chandler Gilbert Community College (CGCC) in the instruction and education of fundamentals of human nutrition.

- **Kathleen Carlson, MScA, RDN**, Pinnacle Prevention Project Manager and Evaluator, will serve as the Co-Principal RDN for this project. In her current role, Ms. Carlson oversees administration of healthy eating and active living programming, assessment, and evaluation. She supports efforts to implement evidence-based strategies and best practices; gathers data and insights to inform ongoing quality improvement; facilitates the exchange of information, best practices and successes among partners; provides technical assistance for policy, system, and environmental (PSE) strategies for prevention efforts; and, provides general program evaluation and reporting. Previous to her role with

Pinnacle Prevention, Ms. Carlson served as an Evaluator on the Research and Evaluation team within the Arizona Department of Health Services Bureau of Nutrition and Physical Activity. This included expertise in evaluation services specific to nutrition and physical activity among low income populations. In her former role she was responsible for the development of the evaluation plan for SNAP-Ed at the state level and also served as a contributor in the development of the USDA Western Region's SNAP-Ed Evaluation Framework.

- **Kate Nault O'Neill, MS**, Pinnacle Prevention Project Manager, will serve as the Co-Principal for this project. Mrs. O'Neill oversees project management for all food systems and community health efforts. She supports efforts in assessment, facilitates community engagement, and provides technical assistance in food systems PSE implementation with urban and rural community partners. Previous to her role with Pinnacle Prevention, Mrs. O'Neill had nearly 10 years of experience in food systems from managing farmers markets, to administering food systems assessments, and managing SNAP-Ed programming with the Michigan Department of Community Health. Mrs. O'Neill is a Social Scientist with a Master of Science in Community, Agriculture, Recreation and Resource Studies and specializes in Community Food and Agricultural Systems; Education and Civic Engagement. She is also author of the following publications: *Growing Youth Food Citizens*; *Engaging Youth in Food Environments research: The Role of Participation*; and *Critical Food Issues: Problems and State-of-Art Solutions Worldwide*.

- **Jaclyn Chamberlain, MPH, RDN, CSP**, Pinnacle Prevention Project Manager, will serve as Co-Principal RDN for this project. In her current role, Jaclyn is responsible for designing, developing and facilitating various training projects and education programs. Jaclyn has developed several well-received trainings focused on participant-centered services and providing effective nutrition education. Jaclyn has presented on these efforts nationally and has received national recognition from the USDA for her efforts.

All project staff will be responsible for the delivery of nutrition education to community partners across Gila County and the implementation of PSE strategies supporting Healthy People Healthy Communities. It is forecasted that direct nutrition education will comprise approximately 10% of staff project time. The remaining 90% of staff time and effort will be collaborating with Gila County staff to support the implementation of PSE and Public Health Approaches across grant initiatives. This will include technical assistance in strategy implementation, project coordination, community engagement, development of communications and marketing materials, evaluation, and reporting. Pinnacle Prevention will remain flexible in program delivery as required by the grant deliverables.

Budget/Annual Costs

In alignment with fair market rates and based upon experience and education, Pinnacle Prevention proposes the following annual budget to accomplish the grant requirements and deliverables:

| Deliverable | Flat Rate Annual Unit Price |
|---|-----------------------------|
| SNAP-Ed Support Services (Including 1.0 FTE) | \$110,000.00/year |
| Healthy People Healthy Communities Support Services (Including 0.5 FTE) | \$60,000.00/year |
| Public Health Emergency Preparedness Marketing and Communications (Negotiable Based Upon the Availability of Funding and Desired Number of Promotional Campaigns) | \$72,000.00/year |
| Annual Total | \$242,000.00/year |

Any additional hours beyond the outlined projections for additional tasks that may become necessary during the course of the annual grant project period will be billed at the fixed hourly pricing of \$75.00/hour. Forecasted projections are subject to change. The formulation utilized to derive the hourly rate is inclusive of labor, ERE, insurance, and overhead. As a nonprofit firm, Pinnacle Prevention does not factor in profit margins. The proposed budget is flexible based upon the availability of funding.

Resumes and Required Forms

Adrienne Z. Udarbe, MS, RDN
1465 E. Tierra St. Gilbert, AZ 85297
adrienneudarbe@pinnacleprevention.org
(480) 415-4563

Profile

Proven nutrition leader with over ten years of experience in professional practice in multiple public sector settings including government public health and nonprofit agencies. Expertise in administration of complex state and federal grants and programs. Proven leadership in facilitating teamwork and innovative policy, system, and environmental strategies across prevention initiatives. Skilled in budget management of approximately \$20 million of grant funding across multiple funding streams as well as staff training and development. Excels in community collaboration to advance nutrition and physical activity services in community settings with a focus on pediatric and early childhood strategies. Outstanding ability to communicate to both professional and lay stakeholders and target audience.

Professional Experience

Pinnacle Prevention – Chandler, AZ (December 2013 - Present)

Executive Director

- Nonprofit leadership dedicated to moving the organization towards established vision and mission while overseeing the day to day operations
- Develops, implements, and coordinates strategic plans and evaluation plans
- Develops budget and personnel planning and projections
- Oversight of community outreach, development, grant applications, and contracts
- Coordinates development of contract proposals and grant submissions
- Provides consultation, training, and technical assistance to community and public health partners
- Maintains and communicates knowledge of federal and state political environments impacting healthy eating and active living with emphasis on early childhood health initiatives
- Serves as subject matter expert for community partners in nutrition, physical activity, breastfeeding, and obesity prevention
- Grant development and partner collaborations

Chandler Gilbert Community College – Gilbert, AZ (August 2014 - Present)

Adjunct Nutrition Teaching Faculty

- Instructor of Fundamentals of Human Nutrition Course
- Advise allied health students on evidence-based nutrition care
- Develop and implement online instruction modules

Arizona Department of Health Services – Phoenix, AZ (January 2008 – December 2013)

Community Programs Manager

- Serves as program manager over Arizona Nutrition Network (SNAP-Ed); Women, Infants, and Children (WIC) high risk and special needs and obesity prevention; Farmers Market Nutrition Program (FMNP); Breastfeeding Programs; Empower – Early Care and Education Child Care Programs; Health Impact Assessments (HIA); Healthy Community Design; School Health Initiatives; and Folic Acid Program with a combined budget of over \$20 million in state and federal grants
- Interprets federal regulations for grant oversight and management
- Develops, implements, and coordinates program strategic planning and evaluation efforts
- Develops and implements program policies and procedures consistent with department strategies
- Oversight of public health policy initiatives and implementation of innovative approaches in community nutrition services, including policy, system, and environmental change strategies
- Coordinates population-based preventative care with healthcare providers and AHCCCS coordinators
- Provides training and technical assistance in response to bureau initiatives and strategic planning
- Provides subject matter expertise on community advisory panels and boards
- Provides nutrition and physical activity trainings in alignment with the social ecological model to various community nutrition groups

Arizona WIC Public Health Nutrition Consultant (August 2006 - January 2008)

- Serves as a program nutrition consultant to Arizona WIC Local Agencies with a budget of over \$11 million to ensure contract compliance with both state and federal regulations
- Writes parts of State Plan and policy and procedure manual
- Plans and develops the RFP for Statewide Training to implement and comply with federal requirements for Value Enhanced Nutrition Assessment
- Advises and provides technical assistance to local agencies in budgeting, program implementation, evidence-based nutrition and breastfeeding practices, and interprets federal rules and regulations
- Participates and coordinates with internal and external partners in public health nutrition programs
- Develops nutrition assessment and training materials for local agency staff

Sun Valley Home Care and Hospice – Mesa, AZ (November 2006 – December 2013)

Clinical Dietitian

- Dietetic Consultant for home health/hospice patients
- Dietary assessment and coordination of nutrition care plans
- Nutrition support, monitoring, and advising
- Patient nutrition education development
- Federal compliance and monitoring of nutrition services

American Red Cross – San Diego, CA (January 2004 – August 2006)

WIC Site Supervisor/Registered Dietitian

- Dietitian and Site Supervisor for WIC agency with a participant caseload of 30,000
- Motivational counseling and community education in all aspects of nutrition
- Write and facilitate breastfeeding support classes/individual breastfeeding education
- Facilitate and teach maternal/pediatric nutrition education classes
- Individual nutrition education counseling for high risk low income populations
- Mentoring; training; community outreach

Canyon Ranch SpaClub – Las Vegas, NV (May 1999 – January 2004)

Spa Wellness and Guest Services Supervisor

- Honors ~ “Above and Beyond Staff Member”
- Managed guest and staff relations including team building and training development of team of 60
- Customer conflict resolution and problem solving
- Budgeting and financial management

National Professional Presentations

- USDA Food and Nutrition Services Nutrition Symposium, 2013
- National Association for Family Child Care Annual Conference, 2013
- Weight of the Nation, Washington DC 2012
- Association of Maternal and Child Health Programs, Washington DC 2012
- National Initiative for Children’s Healthcare Quality (NICHQ) Collaborate for Healthy Weight, 2012
- Center for Disease Control, Communities Putting Prevention to Work, Atlanta, GA 2011

(Numerous local and state-based presentations available upon request)

Media Experience

- Television: Recurring Featured Health Expert on Channel3TV – AZ Family – Good Morning Arizona, Your Life A to Z; Channel 12 AZ Central News – AZ Midday; ABC15 Arizona – Sonoran Living
- Newspaper: Featured with The Arizona Republic; Cronkite News; Washington Post
- Radio: Featured Subject Matter Expert with KTAR Arizona News Talk; KJZZ Phoenix Public Radio
- Video: CDC Childhood Obesity PSA Video; ADHS School Health Advisory Council PSA; ADHS Farmers’ Market Promotion Video

Awards and Recognitions

- Excellence in Practice, Association of State and Territorial Public Health Nutritionists, 2013
- Emerging Dietetics Leader, Academy of Nutrition and Dietetics, 2012
- The White House, *Let’s Move!* Recognition Award, May 2012

Education

Master of Science, Nutrition and Dietetics

- Central Michigan University, Mt. Pleasant, MI

Bachelor of Science, Nutrition Science

- University of Nevada Las Vegas, Las Vegas, NV

Credentials

RDN, Registered Dietitian Nutritionist

Publications

Academy of Nutrition and Dietetics: Standards of Practice and Standards of Professional Performance for Registered Dietitian Nutritionists (Competent, Proficient, and Expert) in Public Health and Community Nutrition. Meg Bruening, PhD, MPH, RD; Adrienne Z. Udarbe, MS, RDN; Elizabeth Yakes Jimenez, PhD, RD; Phyllis Stell Crowley, MS, RD, IBCLC; Doris C. Fredericks, MEd, RD, FADA; Leigh Ann Edwards Hall, MPH, RD. *J Acad Nutr Diet.* 2015;115:1699-1709.

Contributing Subject Matter Expert to the Centers for Disease Control and Prevention (CDC) - *A Practitioners Guide for Advancing Health Equity – Community Strategies for Preventing Chronic Disease (Health Equity Guide)*

Professional Memberships

- American Public Health Association
- Arizona Public Health Association
- Academy of Nutrition and Dietetics (AND) Member
 - Public Health Nutrition Dietetics Practice Group (DPG)
 - Hunger and Environmental Nutrition (HEN) Dietetics Practice Group (DPG)
- Arizona Academy of Nutrition and Dietetics (AZ-AND) Member, Public Policy Coordinator
- Local First Arizona
- Urban Land Institute

KATHLEEN CARLSON

3100 West Ray Rd, Suite 201 ♦ Chandler, AZ 85226 ♦ (480) 495-3208 ♦ kathleencarlson@pinnacleprevention.org

SUMMARY

- ♦ Strong work ethic with excellent leadership, oral and written communication, and problem solving skills. Thorough knowledge of both public health services and data evaluation with a passion for working in communities towards increasing healthy eating and active living.

PROFESSIONAL EXPERIENCE

PINNACLE PREVENTION — Chandler, AZ

Healthy people, healthy communities.

Project Manager and Evaluator, February 2015 to Present

Provides project management and evaluation expertise in the administration of healthy eating and active living programming, assessment and evaluation.

Key Responsibilities:

- ♦ Coordinates children and youth health coalition and collective impact across the state of Arizona with stakeholders that includes public/private partnerships.
- ♦ Oversees evaluation of various projects, providing guidance to implementing evidence based practices and informing ongoing quality improvement through emerging evidence and data.
- ♦ Utilizes over 5 years of experience with statistical software packages, such as SPSS and STATA along with 10 years of experience training and working in the field of nutrition and health to analyze and evaluate data available from various sources such as the American Community Survey and the Behavior Risk Factor Surveillance System.

ARIZONA DEPARTMENT OF HEALTH SERVICES, BUREAU OF NUTRITION AND PHYSICAL ACTIVITY (BNPA) — Phoenix, AZ

Working towards improving leadership for a healthy Arizona.

Evaluator Nutritionist, February 2012 to December 2014

Provided statistical, evaluation and epidemiology services for BNPA. Worked with the Research and Development team towards evaluating and developing nutrition and breastfeeding interventions for the WIC and SNAP eligible populations of Arizona and evaluating the Public Health in Action 1305 CDC Grant.

Key Responsibilities:

- ♦ Utilized 5 years experience with statistical software packages, such as SPSS and STATA along with 10 years of experience training and working in the field of nutrition and health to analyze and evaluate data available from various sources such as the AIM/HANDS Oracle Database for the WIC Program, The American Community Survey and the Behavior Risk Factor Surveillance System.
- ♦ Developed and implemented an Evaluation Framework for the Arizona Nutrition Network (SNAP-Ed) that aligns with the Western Region's SNAP-Ed Evaluation Framework and is utilized by all Arizona partners that provide SNAP-Ed services.
- ♦ Worked on the development of an Arizona evaluation plan and monitored performance measures for an integrated CDC grant focusing on state public health actions to prevent and control diabetes, heart disease, obesity and associated risk factors and promote school health.
- ♦ Used WIC data to perform a thorough quality control check of a large data set to be sent to the USDA for nationwide comparisons.
- ♦ Completed a thorough analysis and summary of breastfeeding data in the WIC population to be used for planning new programming and decisions regarding distribution of future funding.
- ♦ Worked on the development of a Bureau wide evaluation plan in line with the ADHS strategic plan.
- ♦ Worked on a monitoring plan for statewide health indicators through the transition to state level monitoring as the PedNSS-PNSS surveillance systems was discontinued at the national level.

PROFESSIONAL EXPERIENCE (CONTINUED)

CRABTREE CORNER: FOOD FUN AND FACTS — Vancouver, BC Canada*Providing support to women and families living in extreme poverty***Volunteer Program**, May 2008 to July 2010

Worked with a team of nutrition graduates to develop and coordinate a nutrition workshop for low-income mothers. Provided a nutrition class once a week, a healthy meal shared with the group and a bag with the meal's ingredients to send home with participants to share with their families.

PROVIDENCE HEALTHCARE RESEARCH INSTITUTE**DEPARTMENT OF NEPHROLOGY — Vancouver, BC Canada***Providing clinical research design and implementation to the Nephrology department in Providence Healthcare.***Research Coordinator**, May 2008 to July 2010

Promoted from Research Assistant position to oversee the administration of a Canada wide, 25-site observational study that recruited over 2500 subjects for 5 years of follow-up.

Key Responsibilities:

- ◆ Was the initial contact for all site coordinators with questions and concerns about study start up and follow-up.
- ◆ Managed the 25 hospital sites for the study during start-up and for the first year of study, including budgeting, training and adapting study protocol for each site.
- ◆ Provided data collection support to each site to ensure that all data was collected as per the study protocol and that study samples were handled and sent to storage and for testing as per study protocol.
- ◆ Acted as a liaison between study staff and the steering committee helping to ensure that protocol design was practical and met the goals of the principal investigator.

Research Assistant, Sept 2003 to May 2008

Completed research assistant duties to the Nephrology research team. Worked on numerous studies and projects at one time providing assistance to the research coordinators and office organization duties.

EDUCATION & CERTIFICATIONS

MCGILL UNIVERSITY — Montreal, QC Canada**Graduate Diploma in Dietetics (Dietetics Internship), 2011**

Coursework included internship placements with in management, clinical and community settings. During management placements, managed numerous hospital audits and developed a practice standard and evaluation plan at McGill University Health Center for allergen management. Monitored and evaluated the food service system in place at a remote mining camp providing a thorough report that outlined the current state of food service and a step by step improvement strategy. The Community placement was with the ADHS-BNPA. Managed two research projects, both qualitative and quantitative, including research design, data collection, analysis, interpretation and reporting.

MCGILL UNIVERSITY — Montreal, QC Canada**Masters of Science Applied (MScA) in Dietetics and Human Nutrition, 2011**

Coursework included research, clinical, community and management nutrition. Management nutrition coursework included project management, communications, organizational behavior, social psychology and public health. Research coursework included research methods which was a thorough study of qualitative and quantitative research design, sampling design, and data collection design for various methods including questionnaire design. Research coursework also included graduate level statistics and a master's project that consisted on questionnaire design and completed using Survey Monkey, followed by analysis, interpretation and presentation.

UNIVERSITY OF BRITISH COLUMBIA — Vancouver, BC Canada**Bachelors of Science (BSc) in Food Science and Nutritional Science, 2008**

Coursework included nutritional science and food science courses and undergraduate level economics and statistics.

Kate Nault O'Neill

kateoneill@pinnacleprevention | 480-207-5955 | 3100 West Ray Road, Suite 201 Chandler, AZ

Education

- Michigan State University** **05/2010**
Master of Science in Community, Agriculture, Recreation and Resource Studies
Thematic Areas: Community Food and Agricultural Systems; Education and Civic Engagement
- Michigan State University Extension** **10/2007**
Certificate of Achievement: LeadNet Facilitators Excellence
- Michigan State University** **12/2005**
Bachelor of Arts in Anthropology

Professional Experience

- Project Manager** **10/2015-Present**
Pinnacle Prevention, Chandler, AZ.
- Provide project management and support for all food systems and community health efforts including community engagement and technical assistance in healthy food systems change strategies.
- Independent Consultant** **11/2014-08/2015**
Subcontract with Michigan Public Health Institute, Okemos, MI.
- Collaborated with Michigan Department of Health and Human Services Nutrition, Physical Activity and Obesity Program staff to train Michigan State University Extension SNAP-Ed partners on practice and evidence-based approaches for delivering nutrition education at points of access including farmers market and food pantries.
- Public Health Consultant** **02/2011-10/2014**
Michigan Public Health Institute affiliate with the Michigan Department of Community Health, Lansing, MI.
- Provided management to the Local Health Department SNAP-Ed Project, a multi-year statewide collaboration to develop and pilot an innovative nutrition education approach known as The Toolbox of Learning Experiences for Points of Access.
- Residential Technician** **08/2001-08/2007 and 06/2009-02/2011**
Community Services for the Developmentally Disabled, Community Mental Health Authority-Clinton, Eaton and Ingham Counties, Lansing, MI.
- Improved the diet-related health of residents by transforming household food practices, particularly through the inclusion of residents in all aspects of meal planning, shopping, and preparation.

Independent Contractor 02/2010-01/2011
Lansing, MI.

- Completed phase one of a Jackson County Community Food Assessment including the results and recommendations from a stakeholder analysis.

Research Assistant 08/2007-08/2009
Department of Community, Agriculture, Recreation and Resource Studies at Michigan State University, East Lansing MI.

- Worked with faculty across diverse disciplines to conduct multiple community food assessment activities in Saginaw, MI, Flint and Genesee County, MI including the facilitation of focus groups and community forums.

Allen Street Farmers Market Manager 07/2006-09/2007
Allen Neighborhood Center, Lansing, MI.

- Created and facilitated an advisory committee comprised of diverse market stakeholders to draft and implement new policies and procedures, including food assistance benefit and cash redemption systems.

Publications

Wright, W., & Nault, K. (2013) Growing Youth Food Citizens. *Journal of Extension*. Vol. 51(3) (No. 3IAW2)

Nault, K., Fitzpatrick, M., & Howard P. (2010). Engaging youth in food environments research: the role of participation. *Journal of Hunger and Environmental Nutrition*. Vol. 5(2). 170-190

Bingen, J., Colasanti, K., Fitzpatrick, M., & Nault, K. (2009). Urban Agriculture. In L. E. Phoenix (Ed.) *Critical food issues: problems and state-of-art solutions worldwide* (pp. 109-122). Santa Barbara: Praeger

Selected Memberships

Michigan Good Food Fund Task Force 07/2014-10/2014
Program Guidelines Committee Member

ICC Michigan Food Policy Council 11/2012-10/2014
Food Access Task Force Member

Healthy Kids, Healthy Michigan Coalition 04/2012-10/2014
Food Access - Community Policy Action Team Member

Michigan Farmers Market Association 04/2010-02/2011
Founding Member and Co-chair of the Community Outreach Task Force

Power of We Consortium Facilitators Guild 04/2009-12/2013
Ingham County, MI

Jaclyn Chamberlain, MPH, RDN, CSP

1542 W Molly Lane

Phoenix, AZ 85085

jkboaz@gmail.com

480-221-0796

Summary of Qualifications

Registered Dietitian with over 10 years' experience in public health nutrition. Notable accomplishments include establishing standardized training plans for paraprofessional nutrition staff and leading the state of Arizona WIC Participant Centered Services Project. Experienced in teaching motivational interviewing to promote behavior change.

Professional Experience

PINNACLE PREVENTION-Chandler, AZ (August 2016 – Present)

Project Manager (August 2016 – Present)

- Provide technical assistance, guidance and engage key stakeholders in public health nutrition initiatives to support healthy food systems and healthy communities.
- Plan, develop and implement training curricula for various public health nutrition entities.
- Provide high risk nutrition counseling to WIC participants in a rural setting.

ARIZONA DEPARTMENT OF HEALTH – Phoenix, AZ (November 2008 – August 2016)

Arizona WIC Training and Resource Manager (February 2010 – August 2016)

- Assess training needs of paraprofessional staff in the AZ WIC Program.
- Develop training plans for paraprofessional and professional staff in the AZ WIC Program.
- Develop and facilitated in-services and train-the-trainer programs.
- Mentor professional and paraprofessional staff in motivational-interviewing, emotion-based counseling and participant centered services.

Health Program Manager II (November 2008 – February 2010)

- Interpret USDA and state rules and regulations and provide technical assistance to USDA Programs' local agency contractors on their implementation.
- Conduct site visits of assigned contract agencies to train, monitor, and provide technical assistance, feedback, and guidance on program eligibility, outreach, nutrition assessment, nutrition education activities, documentation, and customer service.
- Review, negotiate, and approve local agency federal and state grant requests, and provide oversight of several million dollars worth of budgets.
- Assist in the ongoing training and provide up-to-date communications with local agency contractors.

- Assist in the development and implementation of all outreach and VENA-compliant nutrition education materials.

NEVADA DIVISION OF HEALTH – Reno, NV (September 2008 – November 2008)
Nevada WIC Health Program Specialist

- Designed and conducted training activities.
- Assisted in the development and implementation of all outreach and VENA-compliant nutrition education materials.
- Conducted site visits of assigned contract agencies and provided technical assistance, feedback, and guidance on program eligibility, outreach, nutrition assessment, nutrition education activities, documentation, and customer service.

INTER-TRIBAL COUNCIL OF NEVADA – Reno, NV (June 2006 – September 2008)
WIC Program Nutrition Coordinator

- Interpreted USDA and state rules and regulations and provided technical on their implementation.
- Coordinated with State of Nevada WIC program in acquisition of standardized Competent Professional Authority (CPA) training program
- Coordinated in food package and VENA implementation planning activities
- Completed State Plan Documents
- Developed local agency nutrition education clinic plan
- Provided high-risk counseling and developed care plans for low and high-risk participants
- Developed and provided staff training and in-services
- Monitored local agency staff

RENOWN REHABILITATION HOSPITAL – Reno, NV (March 2006-January 2008)
Clinical Dietitian

- Assessed newly admitted patients for nutritional risk
- Developed nutrition care plans for patients at nutritional risk
- Provided medical nutrition therapy recommendations
- Coordinated with health care team and participated in team meetings

UNIVERSITY OF WASHINGTON – Seattle, WA (September 2003-September 2004)
Research Assistant – Center for Public Health Nutrition

- Participated in and assisted with Center project planning activities
- Participated in grant writing process

Honors

Registered Dietitian Nutritionist (RDN)

Registration awarded October 2005

Board Certified Specialist in Pediatric Nutrition (CSP)

Certification awarded November 2013

2005 Washington State Dietetic Intern of the Year

Washington State Dietetic Association

2002 Outstanding Student

Arizona State University

Computer Software

Proficient in Microsoft Office programs, SPSS and Health and Nutrition Delivery System (HANDS)

Education

Master of Public Health / March 2006
University of Washington / Seattle, WA

Bachelor of Science in Dietetics / December 2002
Arizona State University / Tempe, AZ

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AS-READ BID RESULTS



GILA COUNTY

BID

TITLE: Sub-Grantee For Public Health Support Services

BID

NO: 080316

Due Date: 09-28-16/4:00 P.M.

| BIDDER FIRM NAME | Total Cost |
|-------------------------|-------------------|
| Pinnacle Prevention | \$ 242,000.00 |
| | |
| | |
| | |

**Gila County Request for Proposal (RFP)
Sub-Grantee for Public Health Support
Services**



Pinnacle Prevention
3100 West Ray Road, Suite 201
Chandler, AZ 85226
480.207.5955
www.pinnacleprevention.org



September 26th, 2016

Mrs. Betty Hurst
Gila County Finance Department
Guerrero Complex
1400 East Ash Street
Globe, AZ 85501

Mrs. Betty Hurst,

Pinnacle Prevention is pleased to submit the enclosed proposal for your consideration in response to the Request for Proposal (RFP) issued for *Sub-Grantee for Public Health Support Services* (RFP No. 080316).

Pinnacle Prevention is an Arizona-based nonprofit 501(c)(3) public health consulting firm. Our firm includes a team of innovative Registered Dietitian Nutritionists (RDNs), Researchers, and Communications Specialists with over 10 years of experience in the administration and support of the Supplemental Nutrition Assistance Education Program (SNAP-Ed) and public health approaches related to Healthy People Healthy Communities (HPHC) strategies, and Public Health Emergency Preparedness (PHEP) marketing and communications.

Details of our unique qualifications specific to the needs identified in the scope of work are included in this proposal. Any questions regarding this proposal may be directed to Mrs. Adrienne Z. Udarbe, Pinnacle Prevention Director, who is available at (480) 207-5955 or at adrienneudarbe@pinnacleprevention.org.

Sincerely,

A handwritten signature in blue ink that reads "Adrienne Z. Udarbe".

Adrienne Z. Udarbe, MS, RDN
Executive Director – Pinnacle Prevention

Table of Contents

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Description of Organization

Pinnacle Prevention is an Arizona-based nonprofit 501(c)(3) public health consulting firm. The mission of Pinnacle Prevention is to inspire and advance opportunities for lifestyle-enriched living that promote healthy eating, active living, and the prevention of disease. Pinnacle Prevention's commitment to quality is guided by our mission-driven design including the following core values that are reflected in our approach: strategic, focused, meaningful, insightful, inspiring, engaging, and trustworthy. Pinnacle Prevention has over a decade of experience in public health, with extensive expertise in the administration of United States Department of Agriculture (USDA) nutrition programs, including the Supplemental Nutrition Assistance Program Nutrition Education and Obesity Prevention (SNAP-Ed) grant program. Our principal activities are driven by Policy, System, and Environmental (PSE) public health approaches and include: PSE planning and strategy implementation, public health assessments, facilitation and community engagement, strategic planning, training and education, community health studies, research, and public health communications. Pinnacle Prevention offers extensive experience in the implementation of healthy eating and active living strategies with a focus on food system environments, active living environments, and school-based and early care and education settings to meet the deliverables outlined in the Gila County Request for Proposal (RFP) for sub-grantee for public health support services.

Pinnacle Prevention offers over a decade of experience in public health and health care systems at the federal, state, and local levels. Founded in 2014, Pinnacle Prevention

has experience working with over 20 state, county, city, and community-based agencies and organizations, including county public health departments, tribal partners, and health care systems. Our experience includes over a year of service and work in Gila County working with the Gila County Division of Health and Emergency Management (GCDHEM) and local stakeholders. This experience has included working with community partners from Gila County communities to implement and facilitate the Gila County Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) and as past SNAP-Ed contractor. This has provided us with intimate knowledge of the health needs of Gila towns and cities and allowed us to establish strong relationships with stakeholders. In addition to our experience working in Gila County, our team has experience working with rural and tribal programs communities. Our team is highly skilled in applying evidence-based approaches in the delivery of public health approaches, while remaining grounded in the understanding of the complexity of factors that influence decision-making around health. These attributes facilitate cooperation of, and valuable input from key community partners and the public in optimizing program outcomes. We have a proven track record of effective and efficient project management and delivery. We offer a strong and experienced team of Registered Dietitians that are grounded in science and evaluation, but also understand the federal regulations and requirements expected in the delivery of SNAP-Ed services and other Public Health programs. Public Health Support Services will be supported by the following Pinnacle Prevention team members: Adrienne Udarbe, MS, RDN (Director); Kathleen Carlson, MScA, RDN (Manager and Evaluator); Kate O'Neill (Manager and Social Scientist); Jaclyn Chamberlain, MPH, RDN, CSP; and, through

sub-contracting with the following partner organizations: Arizona Strength (Physical Activity Specialist) and Carient Communications (Marketing and Communications).

Examples of Similar Project Experience

Pinnacle Prevention is well versed in providing the support services necessary to implement SNAP-Ed, PSE health strategies, and healthy marketing and communications. Examples of similar project experience includes the following:

- **Gila County SNAP-Ed Support Services:** Mrs. Udarbe and Mrs. Carlson have served as contractors in the implementation of SNAP-Ed support services. Responsibilities included technical assistance, education, evaluation, and reporting.
- **Arizona Department of Health Services (ADHS), Arizona Nutrition Network (AzNN)/SNAP-Ed:** Mrs. Udarbe and Mrs. Carlson both served as Managers in the implementation and evaluation of SNAP-Ed services across Arizona in their former roles with the ADHS. Responsibilities included operational oversight, budgeting, technical assistance, training, education, and social marketing.
- **Arizona Department of Health Services (ADHS), Health in Arizona Policies Initiative (HAPI):** Mrs. Udarbe and Mrs. Carlson both served as Managers in the implementation and evaluation of public health approaches and PSE strategies in what was formerly known as the Health in Arizona Policies Initiative (HAPI) (now transitioned under the Healthy People Healthy Communities initiative) in their former roles with the ADHS. Responsibilities included operational oversight, budgeting, technical assistance, training, education, and evaluation.
- **Arizona Department of Health Services (ADHS), Children and Youth with Special Health Care Needs:** In her former role with ADHS, Ms. Udarbe collaborated extensively with the Office for Children and Youth with Special

Health Care Needs. Collaborations included the development of nutrition guides for infants and children with metabolic disorders, integrated and adapted physical activities for children with special health care needs, and nutrition considerations for children with life-threatening food allergies.

- **Maricopa County Department of Public Health (MCDPH), Supplemental Nutrition Assistance Program Education (SNAP-Ed)/Arizona Nutrition Network Program Technical Assistance:** Pinnacle Prevention provided technical assistance to the MCDPH Office of Nutrition and Physical Activity SNAP-Ed program to develop and implement the SNAP-Ed plan and programmatic activities for food access, food security, active living, school health, and early childhood. This included leading efforts to support development, implementation, and evaluation of nutrition and physical activity policies and environments in SNAP-Ed service settings.
- **Michigan Department of Community Health, SNAP-Ed:** Mrs. O'Neill served as Manager with oversight of staff training on practice and evidence-based approaches for delivering nutrition education at points of access including farmers market and food pantries. Efforts also included leading a multi-year statewide collaboration to develop and pilot an innovative nutrition education approach known as The Toolbox of Learning Experiences for Points of Access for SNAP-Ed partners.
- **Arizona Department of Health Services (ADHS), Special Supplemental Program for Women, Infants and Children (WIC):** Ms. Chamberlain recently served as Training Manager for the Arizona WIC Program. During her tenure,

she worked with local agencies and key stakeholders to develop a standardized training program, including competency measures for AZ WIC staff. In addition, she worked extensively with USDA and leaders to develop and improve upon participant-centered approaches to service delivery.

- **Gila County Marketing and Communications:** Pinnacle Prevention has partnered with Carient Communication to support public health emergency preparedness marketing and communications. Efforts included development and redesign of the emergency preparedness website and the development and social marketing of public health and emergency preparedness communications.

Additional program experiences and material development samples are available upon request.

Key Staff Qualifications

Pinnacle Prevention prides itself on the exemplary qualifications of personnel that will be assigned to fulfilling program deliverables should we be awarded. Public Health Support Services from Pinnacle Prevention will include the following four (4) key project personnel with the following qualifications:

- **Adrienne Udarbe, MS, RDN**, Pinnacle Prevention Director, will serve as the Principal Registered Dietitian Nutrition (RDN) providing overall technical oversight ensuring that project deliverables are of high quality and completed on time and on budget. In her current role, Mrs. Udarbe oversees operations, technical assistance, assessment and planning, and research. Previously, Mrs. Udarbe served as the Community Programs Manager with the Arizona Department of Health Services (ADHS), with oversight of \$20 million dollars in federal and state grants across eight different public health initiatives, including experience with USDA nutrition assistance programs and child nutrition programs. She has over 12 years of experience in planning, policy, evaluation, community food systems and development, specializing in services for high risk families and infants and children with special healthcare needs, and working in government and nonprofit organizations targeting low-income households. Specific to the delivery of SNAP-Ed services in Gila County, Mrs. Udarbe's experience has included oversight and management of the Farmers Market Nutrition Program (FMNP) and implementation of the Special Supplemental Program for Women, Infants, and Children (WIC) Cash Value Vouchers (CVV) at farmers markets. She also has extensive experience in informing legislative

policy to best support healthy food systems and healthy community design. Mrs. Udarbe brings to this project more than five (5) years of experience in the administration and implementation of SNAP-Education services. She has a proven track record of successfully translating evidence-based behavior change theories and practices into influential initiatives and lead efforts to integrate PSE approaches into SNAP-Education program delivery in her former role with ADHS. She has also served as a contributing subject matter expert on the publication: *A Practitioners Guide for Advancing Health Equity – Community Strategies for Preventing Chronic Disease (Health Equity Guide)* from the Centers for Disease Control and Prevention (CDC), author of *Standards of Practice and Standards of Professional Performance for Registered Dietitian Nutritionists (Competent, Proficient, and Expert) in Public Health and Community Nutrition*, and serves as adjunct faculty with Chandler Gilbert Community College (CGCC) in the instruction and education of fundamentals of human nutrition.

- **Kathleen Carlson, MScA, RDN**, Pinnacle Prevention Project Manager and Evaluator, will serve as the Co-Principal RDN for this project. In her current role, Ms. Carlson oversees administration of healthy eating and active living programming, assessment, and evaluation. She supports efforts to implement evidence-based strategies and best practices; gathers data and insights to inform ongoing quality improvement; facilitates the exchange of information, best practices and successes among partners; provides technical assistance for policy, system, and environmental (PSE) strategies for prevention efforts; and, provides general program evaluation and reporting. Previous to her role with

Pinnacle Prevention, Ms. Carlson served as an Evaluator on the Research and Evaluation team within the Arizona Department of Health Services Bureau of Nutrition and Physical Activity. This included expertise in evaluation services specific to nutrition and physical activity among low income populations. In her former role she was responsible for the development of the evaluation plan for SNAP-Ed at the state level and also served as a contributor in the development of the USDA Western Region's SNAP-Ed Evaluation Framework.

- **Kate Nault O'Neill, MS**, Pinnacle Prevention Project Manager, will serve as the Co-Principal for this project. Mrs. O'Neill oversees project management for all food systems and community health efforts. She supports efforts in assessment, facilitates community engagement, and provides technical assistance in food systems PSE implementation with urban and rural community partners. Previous to her role with Pinnacle Prevention, Mrs. O'Neill had nearly 10 years of experience in food systems from managing farmers markets, to administering food systems assessments, and managing SNAP-Ed programming with the Michigan Department of Community Health. Mrs. O'Neill is a Social Scientist with a Master of Science in Community, Agriculture, Recreation and Resource Studies and specializes in Community Food and Agricultural Systems; Education and Civic Engagement. She is also author of the following publications: *Growing Youth Food Citizens*; *Engaging Youth in Food Environments research: The Role of Participation*; and *Critical Food Issues: Problems and State-of-Art Solutions Worldwide*.

- **Jaclyn Chamberlain, MPH, RDN, CSP**, Pinnacle Prevention Project Manager, will serve as Co-Principal RDN for this project. In her current role, Jaclyn is responsible for designing, developing and facilitating various training projects and education programs. Jaclyn has developed several well-received trainings focused on participant-centered services and providing effective nutrition education. Jaclyn has presented on these efforts nationally and has received national recognition from the USDA for her efforts.

All project staff will be responsible for the delivery of nutrition education to community partners across Gila County and the implementation of PSE strategies supporting Healthy People Healthy Communities. It is forecasted that direct nutrition education will comprise approximately 10% of staff project time. The remaining 90% of staff time and effort will be collaborating with Gila County staff to support the implementation of PSE and Public Health Approaches across grant initiatives. This will include technical assistance in strategy implementation, project coordination, community engagement, development of communications and marketing materials, evaluation, and reporting. Pinnacle Prevention will remain flexible in program delivery as required by the grant deliverables.

Budget/Annual Costs

In alignment with fair market rates and based upon experience and education, Pinnacle Prevention proposes the following annual budget to accomplish the grant requirements and deliverables:

| Deliverable | Flat Rate Annual Unit Price |
|---|-----------------------------|
| SNAP-Ed Support Services (Including 1.0 FTE) | \$110,000.00/year |
| Healthy People Healthy Communities Support Services (Including 0.5 FTE) | \$60,000.00/year |
| Public Health Emergency Preparedness Marketing and Communications (Negotiable Based Upon the Availability of Funding and Desired Number of Promotional Campaigns) | \$72,000.00/year |
| Annual Total | \$242,000.00/year |

Any additional hours beyond the outlined projections for additional tasks that may become necessary during the course of the annual grant project period will be billed at the fixed hourly pricing of \$75.00/hour. Forecasted projections are subject to change. The formulation utilized to derive the hourly rate is inclusive of labor, ERE, insurance, and overhead. As a nonprofit firm, Pinnacle Prevention does not factor in profit margins. The proposed budget is flexible based upon the availability of funding.

Resumes and Required Forms

Adrienne Z. Udarbe, MS, RDN
1465 E. Tierra St. Gilbert, AZ 85297
adrienneudarbe@pinnacleprevention.org
(480) 415-4563

Profile

Proven nutrition leader with over ten years of experience in professional practice in multiple public sector settings including government public health and nonprofit agencies. Expertise in administration of complex state and federal grants and programs. Proven leadership in facilitating teamwork and innovative policy, system, and environmental strategies across prevention initiatives. Skilled in budget management of approximately \$20 million of grant funding across multiple funding streams as well as staff training and development. Excels in community collaboration to advance nutrition and physical activity services in community settings with a focus on pediatric and early childhood strategies. Outstanding ability to communicate to both professional and lay stakeholders and target audience.

Professional Experience

Pinnacle Prevention – Chandler, AZ (December 2013 - Present)

Executive Director

- Nonprofit leadership dedicated to moving the organization towards established vision and mission while overseeing the day to day operations
- Develops, implements, and coordinates strategic plans and evaluation plans
- Develops budget and personnel planning and projections
- Oversight of community outreach, development, grant applications, and contracts
- Coordinates development of contract proposals and grant submissions
- Provides consultation, training, and technical assistance to community and public health partners
- Maintains and communicates knowledge of federal and state political environments impacting healthy eating and active living with emphasis on early childhood health initiatives
- Serves as subject matter expert for community partners in nutrition, physical activity, breastfeeding, and obesity prevention
- Grant development and partner collaborations

Chandler Gilbert Community College – Gilbert, AZ (August 2014 - Present)

Adjunct Nutrition Teaching Faculty

- Instructor of Fundamentals of Human Nutrition Course
- Advise allied health students on evidence-based nutrition care
- Develop and implement online instruction modules

Arizona Department of Health Services – Phoenix, AZ (January 2008 – December 2013)

Community Programs Manager

- Serves as program manager over Arizona Nutrition Network (SNAP-Ed); Women, Infants, and Children (WIC) high risk and special needs and obesity prevention; Farmers Market Nutrition Program (FMNP); Breastfeeding Programs; Empower – Early Care and Education Child Care Programs; Health Impact Assessments (HIA); Healthy Community Design; School Health Initiatives; and Folic Acid Program with a combined budget of over \$20 million in state and federal grants
- Interprets federal regulations for grant oversight and management
- Develops, implements, and coordinates program strategic planning and evaluation efforts
- Develops and implements program policies and procedures consistent with department strategies
- Oversight of public health policy initiatives and implementation of innovative approaches in community nutrition services, including policy, system, and environmental change strategies
- Coordinates population-based preventative care with healthcare providers and AHCCCS coordinators
- Provides training and technical assistance in response to bureau initiatives and strategic planning
- Provides subject matter expertise on community advisory panels and boards
- Provides nutrition and physical activity trainings in alignment with the social ecological model to various community nutrition groups

Arizona WIC Public Health Nutrition Consultant (August 2006 - January 2008)

- Serves as a program nutrition consultant to Arizona WIC Local Agencies with a budget of over \$11 million to ensure contract compliance with both state and federal regulations
- Writes parts of State Plan and policy and procedure manual
- Plans and develops the RFP for Statewide Training to implement and comply with federal requirements for Value Enhanced Nutrition Assessment
- Advises and provides technical assistance to local agencies in budgeting, program implementation, evidence-based nutrition and breastfeeding practices, and interprets federal rules and regulations
- Participates and coordinates with internal and external partners in public health nutrition programs
- Develops nutrition assessment and training materials for local agency staff

Sun Valley Home Care and Hospice – Mesa, AZ (November 2006 – December 2013)

Clinical Dietitian

- Dietetic Consultant for home health/hospice patients
- Dietary assessment and coordination of nutrition care plans
- Nutrition support, monitoring, and advising
- Patient nutrition education development
- Federal compliance and monitoring of nutrition services

American Red Cross – San Diego, CA (January 2004 – August 2006)

WIC Site Supervisor/Registered Dietitian

- Dietitian and Site Supervisor for WIC agency with a participant caseload of 30,000
- Motivational counseling and community education in all aspects of nutrition
- Write and facilitate breastfeeding support classes/individual breastfeeding education
- Facilitate and teach maternal/pediatric nutrition education classes
- Individual nutrition education counseling for high risk low income populations
- Mentoring; training; community outreach

Canyon Ranch SpaClub – Las Vegas, NV (May 1999 – January 2004)

Spa Wellness and Guest Services Supervisor

- Honors ~ “Above and Beyond Staff Member”
- Managed guest and staff relations including team building and training development of team of 60
- Customer conflict resolution and problem solving
- Budgeting and financial management

National Professional Presentations

- USDA Food and Nutrition Services Nutrition Symposium, 2013
- National Association for Family Child Care Annual Conference, 2013
- Weight of the Nation, Washington DC 2012
- Association of Maternal and Child Health Programs, Washington DC 2012
- National Initiative for Children’s Healthcare Quality (NICHQ) Collaborate for Healthy Weight, 2012
- Center for Disease Control, Communities Putting Prevention to Work, Atlanta, GA 2011

(Numerous local and state-based presentations available upon request)

Media Experience

- Television: Recurring Featured Health Expert on Channel3TV – AZ Family – Good Morning Arizona, Your Life A to Z; Channel 12 AZ Central News – AZ Midday; ABC15 Arizona – Sonoran Living
- Newspaper: Featured with The Arizona Republic; Cronkite News; Washington Post
- Radio: Featured Subject Matter Expert with KTAR Arizona News Talk; KJZZ Phoenix Public Radio
- Video: CDC Childhood Obesity PSA Video; ADHS School Health Advisory Council PSA; ADHS Farmers’ Market Promotion Video

Awards and Recognitions

- Excellence in Practice, Association of State and Territorial Public Health Nutritionists, 2013
- Emerging Dietetics Leader, Academy of Nutrition and Dietetics, 2012
- The White House, *Let’s Move!* Recognition Award, May 2012

Education

Master of Science, Nutrition and Dietetics

- Central Michigan University, Mt. Pleasant, MI

Bachelor of Science, Nutrition Science

- University of Nevada Las Vegas, Las Vegas, NV

Credentials

RDN, Registered Dietitian Nutritionist

Publications

Academy of Nutrition and Dietetics: Standards of Practice and Standards of Professional Performance for Registered Dietitian Nutritionists (Competent, Proficient, and Expert) in Public Health and Community Nutrition. Meg Bruening, PhD, MPH, RD; Adrienne Z. Udarbe, MS, RDN; Elizabeth Yakes Jimenez, PhD, RD; Phyllis Stell Crowley, MS, RD, IBCLC; Doris C. Fredericks, MEd, RD, FADA; Leigh Ann Edwards Hall, MPH, RD. *J Acad Nutr Diet.* 2015;115:1699-1709.

Contributing Subject Matter Expert to the Centers for Disease Control and Prevention (CDC) - *A Practitioners Guide for Advancing Health Equity – Community Strategies for Preventing Chronic Disease (Health Equity Guide)*

Professional Memberships

- American Public Health Association
- Arizona Public Health Association
- Academy of Nutrition and Dietetics (AND) Member
 - Public Health Nutrition Dietetics Practice Group (DPG)
 - Hunger and Environmental Nutrition (HEN) Dietetics Practice Group (DPG)
- Arizona Academy of Nutrition and Dietetics (AZ-AND) Member, Public Policy Coordinator
- Local First Arizona
- Urban Land Institute

KATHLEEN CARLSON

3100 West Ray Rd, Suite 201 ♦ Chandler, AZ 85226 ♦ (480) 495-3208 ♦ kathleencarlson@pinnacleprevention.org

SUMMARY

- ♦ Strong work ethic with excellent leadership, oral and written communication, and problem solving skills. Thorough knowledge of both public health services and data evaluation with a passion for working in communities towards increasing healthy eating and active living.

PROFESSIONAL EXPERIENCE

PINNACLE PREVENTION — Chandler, AZ

Healthy people, healthy communities.

Project Manager and Evaluator, February 2015 to Present

Provides project management and evaluation expertise in the administration of healthy eating and active living programming, assessment and evaluation.

Key Responsibilities:

- ♦ Coordinates children and youth health coalition and collective impact across the state of Arizona with stakeholders that includes public/private partnerships.
- ♦ Oversees evaluation of various projects, providing guidance to implementing evidence based practices and informing ongoing quality improvement through emerging evidence and data.
- ♦ Utilizes over 5 years of experience with statistical software packages, such as SPSS and STATA along with 10 years of experience training and working in the field of nutrition and health to analyze and evaluate data available from various sources such as the American Community Survey and the Behavior Risk Factor Surveillance System.

ARIZONA DEPARTMENT OF HEALTH SERVICES, BUREAU OF NUTRITION AND PHYSICAL ACTIVITY (BNPA) — Phoenix, AZ

Working towards improving leadership for a healthy Arizona.

Evaluator Nutritionist, February 2012 to December 2014

Provided statistical, evaluation and epidemiology services for BNPA. Worked with the Research and Development team towards evaluating and developing nutrition and breastfeeding interventions for the WIC and SNAP eligible populations of Arizona and evaluating the Public Health in Action 1305 CDC Grant.

Key Responsibilities:

- ♦ Utilized 5 years experience with statistical software packages, such as SPSS and STATA along with 10 years of experience training and working in the field of nutrition and health to analyze and evaluate data available from various sources such as the AIM/HANDS Oracle Database for the WIC Program, The American Community Survey and the Behavior Risk Factor Surveillance System.
- ♦ Developed and implemented an Evaluation Framework for the Arizona Nutrition Network (SNAP-Ed) that aligns with the Western Region's SNAP-Ed Evaluation Framework and is utilized by all Arizona partners that provide SNAP-Ed services.
- ♦ Worked on the development of an Arizona evaluation plan and monitored performance measures for an integrated CDC grant focusing on state public health actions to prevent and control diabetes, heart disease, obesity and associated risk factors and promote school health.
- ♦ Used WIC data to perform a thorough quality control check of a large data set to be sent to the USDA for nationwide comparisons.
- ♦ Completed a thorough analysis and summary of breastfeeding data in the WIC population to be used for planning new programming and decisions regarding distribution of future funding.
- ♦ Worked on the development of a Bureau wide evaluation plan in line with the ADHS strategic plan.
- ♦ Worked on a monitoring plan for statewide health indicators through the transition to state level monitoring as the PedNSS-PNSS surveillance systems was discontinued at the national level.

PROFESSIONAL EXPERIENCE (CONTINUED)

CRABTREE CORNER: FOOD FUN AND FACTS — Vancouver, BC Canada*Providing support to women and families living in extreme poverty***Volunteer Program**, May 2008 to July 2010

Worked with a team of nutrition graduates to develop and coordinate a nutrition workshop for low-income mothers. Provided a nutrition class once a week, a healthy meal shared with the group and a bag with the meal's ingredients to send home with participants to share with their families.

PROVIDENCE HEALTHCARE RESEARCH INSTITUTE**DEPARTMENT OF NEPHROLOGY — Vancouver, BC Canada***Providing clinical research design and implementation to the Nephrology department in Providence Healthcare.***Research Coordinator**, May 2008 to July 2010

Promoted from Research Assistant position to oversee the administration of a Canada wide, 25-site observational study that recruited over 2500 subjects for 5 years of follow-up.

Key Responsibilities:

- ◆ Was the initial contact for all site coordinators with questions and concerns about study start up and follow-up.
- ◆ Managed the 25 hospital sites for the study during start-up and for the first year of study, including budgeting, training and adapting study protocol for each site.
- ◆ Provided data collection support to each site to ensure that all data was collected as per the study protocol and that study samples were handled and sent to storage and for testing as per study protocol.
- ◆ Acted as a liaison between study staff and the steering committee helping to ensure that protocol design was practical and met the goals of the principal investigator.

Research Assistant, Sept 2003 to May 2008

Completed research assistant duties to the Nephrology research team. Worked on numerous studies and projects at one time providing assistance to the research coordinators and office organization duties.

EDUCATION & CERTIFICATIONS

MCGILL UNIVERSITY — Montreal, QC Canada**Graduate Diploma in Dietetics (Dietetics Internship), 2011**

Coursework included internship placements with in management, clinical and community settings. During management placements, managed numerous hospital audits and developed a practice standard and evaluation plan at McGill University Health Center for allergen management. Monitored and evaluated the food service system in place at a remote mining camp providing a thorough report that outlined the current state of food service and a step by step improvement strategy. The Community placement was with the ADHS-BNPA. Managed two research projects, both qualitative and quantitative, including research design, data collection, analysis, interpretation and reporting.

MCGILL UNIVERSITY — Montreal, QC Canada**Masters of Science Applied (MScA) in Dietetics and Human Nutrition, 2011**

Coursework included research, clinical, community and management nutrition. Management nutrition coursework included project management, communications, organizational behavior, social psychology and public health. Research coursework included research methods which was a thorough study of qualitative and quantitative research design, sampling design, and data collection design for various methods including questionnaire design. Research coursework also included graduate level statistics and a master's project that consisted on questionnaire design and completed using Survey Monkey, followed by analysis, interpretation and presentation.

UNIVERSITY OF BRITISH COLUMBIA — Vancouver, BC Canada**Bachelors of Science (BSc) in Food Science and Nutritional Science, 2008**

Coursework included nutritional science and food science courses and undergraduate level economics and statistics.

Kate Nault O'Neill

kateoneill@pinnacleprevention | 480-207-5955 | 3100 West Ray Road, Suite 201 Chandler, AZ

Education

- Michigan State University** 05/2010
Master of Science in Community, Agriculture, Recreation and Resource Studies
Thematic Areas: Community Food and Agricultural Systems; Education and Civic Engagement
- Michigan State University Extension** 10/2007
Certificate of Achievement: LeadNet Facilitators Excellence
- Michigan State University** 12/2005
Bachelor of Arts in Anthropology

Professional Experience

- Project Manager** 10/2015-Present
Pinnacle Prevention, Chandler, AZ.
- Provide project management and support for all food systems and community health efforts including community engagement and technical assistance in healthy food systems change strategies.
- Independent Consultant** 11/2014-08/2015
Subcontract with Michigan Public Health Institute, Okemos, MI.
- Collaborated with Michigan Department of Health and Human Services Nutrition, Physical Activity and Obesity Program staff to train Michigan State University Extension SNAP-Ed partners on practice and evidence-based approaches for delivering nutrition education at points of access including farmers market and food pantries.
- Public Health Consultant** 02/2011-10/2014
Michigan Public Health Institute affiliate with the Michigan Department of Community Health, Lansing, MI.
- Provided management to the Local Health Department SNAP-Ed Project, a multi-year statewide collaboration to develop and pilot an innovative nutrition education approach known as The Toolbox of Learning Experiences for Points of Access.
- Residential Technician** 08/2001-08/2007 and 06/2009-02/2011
Community Services for the Developmentally Disabled, Community Mental Health Authority-Clinton, Eaton and Ingham Counties, Lansing, MI.
- Improved the diet-related health of residents by transforming household food practices, particularly through the inclusion of residents in all aspects of meal planning, shopping, and preparation.

Independent Contractor
Lansing, MI.

02/2010-01/2011

- Completed phase one of a Jackson County Community Food Assessment including the results and recommendations from a stakeholder analysis.

Research Assistant

08/2007-08/2009

Department of Community, Agriculture, Recreation and Resource Studies at Michigan State University, East Lansing MI.

- Worked with faculty across diverse disciplines to conduct multiple community food assessment activities in Saginaw, MI, Flint and Genesee County, MI including the facilitation of focus groups and community forums.

Allen Street Farmers Market Manager

07/2006-09/2007

Allen Neighborhood Center, Lansing, MI.

- Created and facilitated an advisory committee comprised of diverse market stakeholders to draft and implement new policies and procedures, including food assistance benefit and cash redemption systems.

Publications

Wright, W., & Nault, K. (2013) Growing Youth Food Citizens. *Journal of Extension*. Vol. 51(3) (No. 3IAW2)

Nault, K., Fitzpatrick, M., & Howard P. (2010). Engaging youth in food environments research: the role of participation. *Journal of Hunger and Environmental Nutrition*. Vol. 5(2). 170-190

Bingen, J., Colasanti, K., Fitzpatrick, M., & Nault, K. (2009). Urban Agriculture. In L. E. Phoenix (Ed.) *Critical food issues: problems and state-of-art solutions worldwide* (pp. 109-122). Santa Barbara: Praeger

Selected Memberships

Michigan Good Food Fund Task Force
Program Guidelines Committee Member

07/2014-10/2014

ICC Michigan Food Policy Council
Food Access Task Force Member

11/2012-10/2014

Healthy Kids, Healthy Michigan Coalition
Food Access - Community Policy Action Team Member

04/2012-10/2014

Michigan Farmers Market Association
Founding Member and Co-chair of the Community Outreach Task Force

04/2010-02/2011

Power of We Consortium Facilitators Guild
Ingham County, MI

04/2009-12/2013

Honors

Registered Dietitian Nutritionist (RDN)

Registration awarded October 2005

Board Certified Specialist in Pediatric Nutrition (CSP)

Certification awarded November 2013

2005 Washington State Dietetic Intern of the Year

Washington State Dietetic Association

2002 Outstanding Student

Arizona State University

Computer Software

Proficient in Microsoft Office programs, SPSS and Health and Nutrition Delivery System (HANDS)

Education

Master of Public Health / March 2006

University of Washington / Seattle, WA

Bachelor of Science in Dietetics / December 2002

Arizona State University / Tempe, AZ

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

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

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

Contract Number 080316 SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES

The applicant submitting this Proposal warrants the following:

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

Pinnacle Prevention
3100 West Ray Road, Suite 201 Chandler, AZ 85226
(480) 207 - 5955

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 Contractor's present or any previous name)? _____ Yes No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
- A brief history of the Contractor.
 - A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - List the specific qualifications the Contractor has in supplying the specified services.
 - Gila County reserves the right to request additional information.

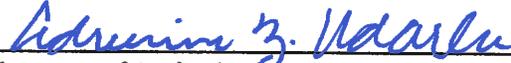
REQUEST FOR SEALED PROPOSALS NO. 080316
SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES

Qualification & Certification continued....

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** Not Applicable
(If Applicable)

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

7. **Current Contractor Business Arizona License Number:** EIN 46-4574172/City License #157046
(If Applicable)



Signature of Authorized Representative

Adrienne Z. Udarbe, MS, RDN
Printed Name

Executive Director
Title

**REQUEST FOR SEALED PROPOSALS NO. 080316
SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES**

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 080316 SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES.

Contractor Name: Pinnacle Prevention

Phone No.: (480) 207 - 5955

| COSTS | |
|--|----------------------------------|
| <p>Annual Rate</p> <p><i>(Contractor shall be paid per monthly expenditure report. Monthly expenditure report to be submitted to Gila County by the 15th of the following month)</i></p> | <p>\$ <u>242,000.00</u></p> |
| TOTAL COST | <p>\$ <u>242,000.00/year</u></p> |

****All applicable taxes shall be included in proposed amount.**

Adrienne Z. Udarbe
Signature of Authorized Representative

Adrienne Z. Udarbe, MS, RDN
Printed Name

Executive Director
Title

REFERENCE LIST

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

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. **Company:** Arizona Department of Health Services/CineLearning
Contact: Anne Whitmire - Training Manager
Phone: (602) 542 - 1886
Address: 150 N. 18th Ave. Suite 310 Phoenix, AZ 85007
Job Description: Contract services for training design and delivery

2. **Company:** Maricopa County Department of Public Health
Contact: Mary Mezey - Supervisor, Office of Community Empowerment
Phone: (602) 506 - 5783
Address: 4041 N. Central Ave. Phoenix, AZ 85012
Job Description: Contract services for Preventative Health Collaborative Action Learning Teams
Facilitation and Coaching

3. **Company:** New Mexico Department of Public Health - WIC Program
Contact: Kerry Thomson -Clinic Operations Manager
Phone: (505) 476 - 8832
Address: 2040 S. Pacheco St. Santa Fe, NM 87505
Job Description: Contract services for training, planning, evaluation, and communications

Pinnacle Prevention
Name of Business
Adrianne Z. Kovalu
Signature of Authorized Representative
Executive Director
Title

REQUEST FOR SEALED PROPOSALS NO. 080316
SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES

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

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

Adrienne Z. Udarbe
(Name of Individual)

being first duly sworn, deposes and says:

That he/she is Executive Director
(Title)

Of Pinnacle Prevention and
(Name of Business)

That he/she is submitting a proposal on **SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES, RFP NO. 080316** and,

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

That neither he nor anyone associated with the said _____
Pinnacle Prevention
(Name of Business)

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

Pinnacle Prevention
Name of Business
Adrienne Z. Udarbe
By
Executive Director
Title



Subscribed and sworn to before me this 26th day of September, 2016.
Gargi Chatterjee My Commission expires: June 2, 2017
Notary Public

REQUEST FOR SEALED PROPOSALS NO. 080316
SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 080316 SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES**, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and Arizona ROC. List must be provided in a sealed envelope marked "List of Subcontractors".

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

Adrienne Z. Udarbe
Signature of Authorized Representative

Adrienne Z. Udarbe, MS, RDN
Printed Name

Executive Director
Title

Pinnacle Prevention List of Subcontractors:

1) Carient Communications (Marketing and Communications)

4709 E. Ironhorse Road

Gilbert, AZ 85297

(630) 945-5311

carient@sbcglobal.net

2) Arizona Strength (Physical Activity Specialist)

1465 E. Tierra St.

Gilbert, AZ 85297

(480) 415 – 4564

ryan@arizonastrength.com

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.



Signature of Authorized Representative

Adrienne Z. Udarbe, MS, RDN

Printed Name

Executive Director

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

QUALIFICATION & CERTIFICATION FORM
PRICE SHEET
REFERENCE LIST
NO COLLUSION FORM
INTENTIONS IN SUBCONTRACTING
LEGAL ARIZONA WORKERS ACT COMPLIANCE
CHECKLIST & ADDENDA ACKNOWLEDGMENT
OFFER PAGE

azm _____
hjm _____
hjm _____
hjm _____
azm _____
hjm _____
hjm _____
hjm _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

| | #1 | #2 | #3 | #4 | #5 |
|----------|-----------------------------|-------|-------|-------|-------|
| Initials | <i>(None)</i> <i>azm</i> | _____ | _____ | _____ | _____ |
| Date | <i>9/26/16</i> | _____ | _____ | _____ | _____ |

Signed and dated this *26th* day of *September*, 2016

Pinnacle Prevention

Contractor:

By: *Adrienne Z. Udarlik*

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 080316 SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES. All proposals shall be filed with the Gila County Finance Department Division in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before September 28, 2016, by 4:00 PM.

OFFER PAGE

TO GILA COUNTY:

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

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

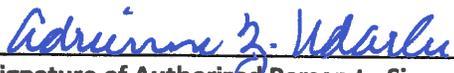
CONTRACT NUMBER: 080316 SUB-GRANTEE FOR PUBLIC HEALTH SUPPORT SERVICES

Contractor Submitting Proposal:

Pinnacle Prevention
Company Name
3100 West Ray Road, Suite 201
Address
Chandler AZ 85226
City State Zip

For clarification of this offer, contact:

Name: Adrienne Z. Udarbe, MS, RDN
Phone No.: (480) 207 - 5955 or (480) 415 - 4563
Fax 480) 550 - 8806
Email: adrienneudarbe@pinnacleprevention.org


Signature of Authorized Person to Sign
Adrienne Z. Udarbe, MS, RDN
Printed Name
Executive Director
Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor Pinnacle Prevention is now bound to provide the materials or services listed in RFP No.: 080316 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 080316. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 20__.

GILA COUNTY BOARD OF SUPERVISORS:

CONTRACTOR:

Michael A. Pastor, Chairman of the Board

Adrienne Z. Udarbe
Authorized Signature

ATTEST:

Adrienne Z. Udarbe, MS, RDN
Print Name

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

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

Affidavit of Publication

State of Arizona
County of Gila

Marc Marin, or his authorized representative being first duly sworn deposes and says: That he is the Publisher of the Arizona Silver Belt and the San Carlos Apache Moccasin newspapers, located at 298 North Pine Street, Globe, Arizona 85501, or mail: P.O. Box 31, Globe, Arizona 85502.

The above stated newspapers are published weekly in Globe, in the State of Arizona, County of Gila and that the following described √ legal, or advertising was duly published.

GILA COUNTY
NOTICE OF REQUEST FOR SEALED
PROPOSALS NO. 080316
SUB-GRANTEE FOR
PUBLIC HEALTH
SUPPORT SERVICES

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to develop a program for Sub-Grantee for Public Health Support Services.

SUBMITTAL DUE DATE: 4:00 PM, MST, Wednesday, September 28, 2016
RETURN PROPOSAL TO: GILA COUNTY FINANCE DEPARTMENT
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

A printed copy of said legal or advertising is attached hereto and was published in a regular weekly edition of said newspaper (and not a supplement thereof) for 2 consecutive weeks in the √ Arizona Silver Belt newspaper, and/or the √ San Carlos Apache Moccasin newspaper. The dates of publication being as follows, to wit:

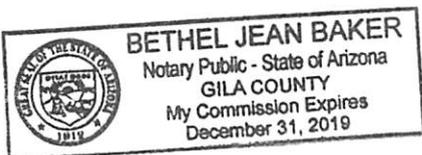
September 14, 2016
September 21, 2016

Sherri Davis

(s) By: Sherri Davis
for Marc Marin
Publisher

State of Arizona)
) ss:
County of Gila)

The foregoing instrument was acknowledged before me **September 21, 2016**, by Sherri Davis.



Bethel Jean Baker
Notary Public

My Commission Expires:
December 31, 2019

GILA COUNTY
NOTICE OF REQUEST FOR
SEALED
PROPOSALS NO. 080316
SUB-GRANTEE FOR
PUBLIC HEALTH
SUPPORT SERVICES
Notice is hereby given that Gila County is requesting proposals from qualified Contractors to develop a program for Sub-Grantee for Public Health Support Services.
SUBMITTAL DUE DATE: 4:00 PM, MST, Wednesday, September 28, 2016
RETURN PROPOSAL TO: GILA COUNTY FINANCE DEPARTMENT
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA 85501
NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited. Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Finance Department Guerrero Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. Late proposals shall not be considered. The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.
All proposals shall be made on the Request for Sealed Proposals forms included in this RFP No. 080316 package, and shall include all applicable taxes.
Interested Bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link:
http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file. Bidders are strongly encouraged to carefully read the entire Request for Proposal.
Any questions regarding this Request for Proposals shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at bhurst@gilacountyaz.gov, 928-402-4355.
The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.
Dates advertised in the Arizona Silver Belt: September 14, 2016 and September 21, 2016.
(s) By: Michael A. Pastor, Chairman of the Board of Supervisors
Date: 9/6/16
(s) By: Jefferson R. Dalton, Deputy Gila County Attorney, for Bradley D. Beauchamp, County Attorney
Date: 9/6/16
First Pub: 9-14-2016
Last Pub: 9-21-2016 Belt 9876

ARF-3923

Consent Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 10/18/2016

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

Department: Elections Department

Information

Request/Subject

Order to Cancel Elections and Appoint Governing Board Members for certain County fire districts, improvement districts, sanitary districts, vocational technology districts, school districts and provisional college districts.

Background Information

Water districts, waste water districts, and sanitary districts are collectively known as county Improvement Districts. County improvement districts are covered in Title 48 of the Arizona Revised Statutes. School Districts and provisional college districts are covered in Title 15. Elections are covered in Title 16.

ARS §16-410 provides for the cancelation of elections and the appointment of governing board members for the fire districts, water and waste water improvement districts, sanitary districts, and vocational technology districts. Further, this statute provides that canceled elections shall not appear on any ballot.

ARS §15-424 (D) and §15-1442, in conjunction with ARS §16-140, provide for the cancelation of elections and the appointment of governing board members for school districts and college districts.

Evaluation

The ability to cancel elections and appoint board members under these circumstances results in significant cost saving for each of the special districts, the school districts, and the County. The districts do not have to pay the County for the election and the County does not have to include these candidates on a ballot where they would have been automatically elected. Additionally, the County is not required to create numerous different ballot styles for each of these individual districts.

Conclusion

Arizona Revised Statutes provide for the cancelation of elections and the appointment of board members for the County improvement districts, fire districts, water and waste water improvement districts, sanitary districts, vocational technology districts, school districts, and provisional college districts; and appointing governing board members to those districts as listed on Attachments A through E of this Order. The implementation of the Order to cancel and appoint results in cost savings to the taxpayers of Gila County.

Recommendation

The Elections Director recommends that the Board of Supervisors adopt the Order to cancel the regularly scheduled November 8, 2016, governing board elections for fire districts, water and waste water improvement districts, sanitary districts, vocational technology districts, school districts and provisional college districts as listed on Attachments A through E.

Suggested Motion

Adoption of an Order to cancel the November 8, 2016, governing board elections for the fire districts, water and waste water improvement districts, sanitary districts, vocational technology districts, school districts, and provisional college districts; and, to appoint governing board members to those districts as listed on Attachments A through E to this Order.

Attachments

Order

Arizona Revised Statute 15-424

Arizona Revised Statute 15-1442

Arizona Revised Statute 16-410



ORDER

AN ORDER OF THE GILA COUNTY BOARD OF SUPERVISORS CANCELLING ELECTIONS AND APPOINTING GOVERNING BOARD MEMBERS TO FIRE DISTRICTS; WATER AND WASTEWATER IMPROVEMENT DISTRICTS; SANITARY DISTRICTS; TECHNOLOGICAL DISTRICTS; AND, SCHOOL DISTRICTS.

WHEREAS, A.R.S. §16-410(A) states, “*Notwithstanding any other law, in any election that is to be held pursuant to title 15, title 48 or section 16-822, if the total of the number of persons who file a nomination petition for a candidate and the number of persons who file a nomination paper for a write-in candidate as prescribed by chapter 3, articles 2 and 3 of this title is less than or equal to the number of positions to be filled at the election for which the nomination petition or nomination paper is filed, the county board of supervisors may cancel the election no earlier than seventy-five days before the election and appoint the person or persons who filed the nomination petition or nomination paper to fill the position for the term of office for which the candidate was nominated by the qualified electors;*”

NOW, THEREFORE, IT IS ORDERED that the Gila County Board of Supervisors does hereby cancel the November 8, 2016, governing board elections and appoints the persons listed on **Attachment A** to the respective fire district governing boards; the persons listed on **Attachment B** to the respective water and wastewater improvement district governing boards; the persons listed on **Attachment C** to the respective sanitary district governing boards; the persons listed on **Attachment D** to the respective technological district governing boards; and, the persons listed in **Attachment E** to the respective school district governing board.

PASSED AND ADOPTED this 18th day of October 2016, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Approved as to form:

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

FIRE DISTRICTS

Governing Board Member Appointments 2016 - 2020

| District | Governing Board Member |
|--|-------------------------------|
| Beaver Valley Fire District | Baker, Samuel |
| | Jolly, Jack |
| Christopher Kohls Fire District | Hannum, Larry |
| | James, Tom |
| | Sundra, Steve |
| East Verde Park Fire District | Hogan, Ardith |
| Gisela Valley Fire District | Demack, George |
| | Sawyer, Samuel |
| | Tremblay, Ed |
| Hells Gate Fire District | Norem, Gary R. |
| | Shaw, Jeff |
| Houston Mesa Fire District | Norma, Randall |
| | Starr, Susan |
| Pine-Strawberry Fire District | Palmer, Melvin |
| | Prechtel, David |
| Pleasant Valley Fire District | Wisdom, Edward |
| Round Valley/Oxbow Estates Fire District | Hall, Charlene |
| Tri-City Fire District | Grider, Jim |
| | Gregovich-Benton, Franceen |
| Whispering Pines Fire District | Prahn, Steven P. |
| | Warner, Doyle |

Attachment B

WATER AND WASTEWATER DISTRICTS

Governing Board Member Appointments 2016 - 2020

| District | Governing Board Member |
|---|---|
| Alhambra Wastewater Improvement District | Stephens, Cassandra Lynn |
| Beaver Valley DWID | No Candidates |
| Canyon DWID | Shellenberger, Mark A. |
| Canyon River Ranch DWID | No Candidates |
| Little Creek Land Company DWID | No Candidates |
| Pine Creek Canyon DWID | Crews, James |
| Pine-Strawberry WID | Arbuthnot, Robert J. Bagshaw, Lawrence McCoy, Forrest |
| Pine Water Association DWID | Heisdorffer, Maurine Randall, Sally |
| Rim Trail DWID | Johns Scott, Judy McKibben, David Tanner, John |
| Solitude Trails DWID | Wetherell, Stephen |
| Strawberry Hollow DWID | Peterson, Diane |
| Strawberry Hollow Wastewater Imp District | Peterson, Diane |
| Sunflower Mesa DWID | Bolt, James Philippe, Glenda |
| Tonto Village DWID | No Candidates |
| Whispering Pines DWID | Abbott, James L. Hull, Robert Steven, Stevens |

SANITARY DISTRICTS

Governing Board Member Appointments 2016 - 2020

| District | Governing Board Member |
|--|-------------------------------|
| Northern Gila County Sanitary District | Deschaaf, Sheila |
| | Dye, Shirley J. |
| | Underwood, Patrick |
| | |
| Tri-City Regional Sanitary District | Moreno, Mary Ann |
| | Buzan, Malissa |

TECHNOLOGY DISTRICTS & GILA COUNTY COMMUNITY COLLEGE

Governing Board Member Appointments 2016- 2020 & 2022

| District | Governing Board Member |
|---|-------------------------------|
| | |
| Cobre Valley Vocational Institute of Technology | |
| Hayden (4 Year Term) | Term Ends 2020 |
| | No Candidates |
| San Carlos (4 Year Term) | Term Ends 2020 |
| | Lees, Yvonne |
| | |
| Northern Arizona Vocational Institute of of Technology | |
| (4 Year Term) | Term Ends 2020 |
| | Flake, Scott |
| | |
| Gila Community College | Term Ends 2022 |
| GCC # 1 (6 Year Term) | No Candidates |
| GCC # 4 (6 Year Term) | Knauss, Kurtis |

SCHOOL DISTRICTS

Governing Board Member Appointments 2016 - 2020

| District | Governing Board Member |
|---|-------------------------------|
| | |
| Miami Unified School District (4 Year Term) | Term Ends 2020 |
| | Licano, Paul |
| | Celix, Margaret |
| | |
| Pine School District (4 Year Term) | Term Ends 2020 |
| | Barnett, Jessica |
| | Palmer, Helen |
| | Parker, Margaret |
| | |
| Whiteriver Unified School District (4 Year Term) | Term Ends 2020 |
| | |
| | |

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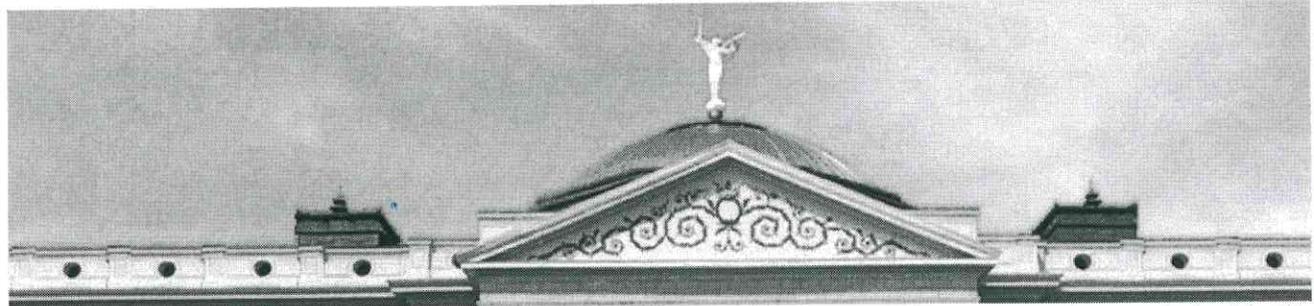
15-424. Election of governing board members; terms; statement of contributions and expenditures

- A. A regular election shall be held for each school district at the time and place, and in the manner, of general elections as provided in title 16.
- B. Except as provided in subsection C of this section and sections 15-429 and 15-430, the term of office for each member shall be four years from January 1 next following the member's election.
- C. At the first general election held for a newly formed district, three members shall be elected. The candidate receiving the highest number of votes shall be elected to a four year term, and the candidates having the second and third highest number of votes shall be elected to two year terms. A district increasing its governing board to five members shall elect at the next general election members in the following manner:
 - 1. If one of the previous three offices is to be filled, the three candidates receiving the highest, the second highest and the third highest number of votes shall be elected to four year terms.
 - 2. If two of the previous three offices are to be filled, the candidates receiving the highest, the second highest and the third highest number of votes shall be elected to four year terms. The candidate receiving the fourth highest number of votes shall be elected to a two year term. Thereafter all such offices shall have four year terms.
- D. If only one person files or no person files a nominating petition or nomination paper for a write-in candidate for an election to fill a district office, the board of supervisors no earlier than seventy-five days before the election may cancel the election for the position and appoint the person who filed the nominating petition or nomination paper to fill the position. If no person files a nominating petition or nomination paper for an election to fill a district office, the board of supervisors no earlier than seventy-five days before the election may cancel the election for that office and that office is deemed vacant and shall be filled as provided in section 15-302. A person who is appointed pursuant to this subsection is fully vested with the powers and duties of the office as if elected to that office.
- E. If two or more candidates receive an equal number of votes for the same office, and a higher number than any other candidate for that office, whether upon the tally by the school election board or canvass of returns by the board of supervisors, or upon recount by a court, the officer or board whose duty it is to declare the result shall determine by lot and in the presence of the candidates which candidate shall be declared elected.
- F. Position of the names of candidates for each office shall be rotated so that each candidate occupies each position on the ballot an equal number of times, insofar as is possible, for each ballot style. For candidates seeking election to fill a vacancy on the governing board, the ballot shall be designated as provided in section 16-502.
- G. This section does not require that a school election at which no member is to be elected be held on a general election day.
- H. All candidates for the office of school district governing board member shall file with the county school superintendent a statement of contributions and expenditures as provided in section 16-913.

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15-1442. Nominating petitions; election; returns; results; certificate of election; statement of contributions and expenditures

A. Candidates for the district board must file nominating petitions, conforming to section 16-314, with the appropriate county officer.

B. Members of the district board shall be elected at the time and place, and in the manner, of general elections as provided in title 16.

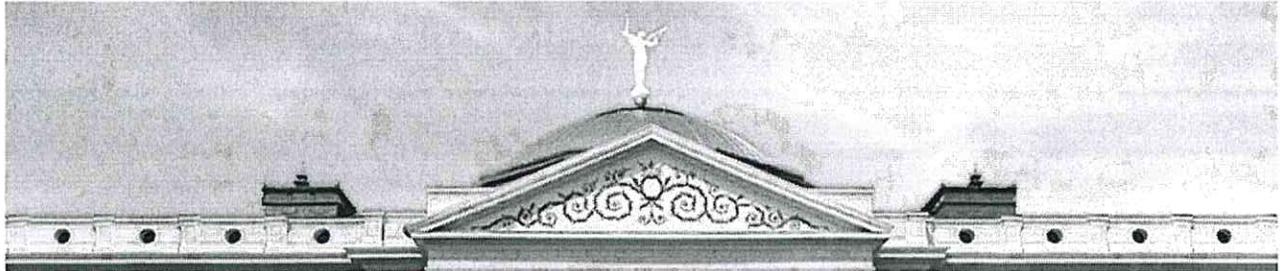
C. If only one person files or no person files a nominating petition or nomination paper for a write-in candidate for an election to fill a community college board office, the county school superintendent no earlier than seventy-five days before the election may cancel the election for the position and appoint the person who filed the nominating petition or nomination paper to fill the position. If no person files a nominating petition or nomination paper for an election to fill a community college board office, the county board of supervisors no earlier than seventy-five days before the election may cancel the election for that office and that office is deemed vacant and shall be filled as provided in section 15-1441. A person who is appointed pursuant to this subsection is fully vested with the powers and duties of the office as if elected to that office.

D. The county school superintendent and the chairman of the board of supervisors shall meet on the seventh day following the election to canvass the returns in accordance with procedures for the canvass of returns in a general election. The county school superintendent shall declare the results of the election, declare elected the person receiving the highest number of votes for each office to be filled and issue to that person a certificate of election.

E. All candidates for the office of community college district governing board member shall file with the clerk of the board of supervisors a statement of contributions and expenditures as provided in section 16-913.

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Fifty-first Legislature - Second Regular Session

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A. Notwithstanding any other law, in any election that is to be held pursuant to title 15, title 48 or section 16-822, if the total of the number of persons who file a nomination petition for a candidate and the number of persons who file a nomination paper for a write-in candidate as prescribed by chapter 3, articles 2 and 3 of this title is less than or equal to the number of positions to be filled at the election for which the nomination petition or nomination paper is filed, the county board of supervisors may cancel the election no earlier than seventy-five days before the election and appoint the person or persons who filed the nomination petition or nomination paper to fill the position for the term of office for which the candidate was nominated by the qualified electors.

B. A person who is appointed pursuant to subsection A of this section is fully vested with the powers and duties of the office as if elected to that office.

C. If no nomination petitions for a candidate and no nomination papers for a write-in candidate have been filed to fill the position for which the election was being held, the position is deemed vacant and shall be filled in accordance with laws governing the filling of those vacancies.

D. Canceled elections shall not appear on any ballot, but if a withdrawal or disqualification of one or more candidates results in the cancellation of an election after the ballots have been printed, the results of any vote for that office shall not be canvassed.

ARF-4021

Consent Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 10/18/2016

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

Department: Elections Department

Information

Request/Subject

Governor's proclamation for the November 8, 2016, General Election.

Background Information

In accordance with Arizona Revised Statute (A.R.S.) §16-214, Governor Doug Ducey issued a proclamation containing a statement of the time of election and the offices to be filled for the November 8, 2016, General Election.

In accordance with that same statute, a copy of the proclamation was sent "to the officer in charge of elections of the several counties." Eric Mariscal, Gila County Elections Director, received the proclamation.

Evaluation

Arizona Revised Statute § 16-214 (A) states, *"At least thirty days before a general election, the governor shall issue a proclamation containing a statement of the time of election and the offices to be filled. (B) The governor shall transmit a copy of the election proclamation to the officer in charge of elections of the several counties. C) The board of supervisors shall be notified by the officer in charge of elections of receipt of the election proclamation, and within five days after its receipt the board shall meet and publish a copy thereof in an official newspaper of the county at least ten days before a general election."*

Conclusion

The Elections Director has presented the Board of Supervisors with the proclamation signed by Governor Doug Ducey for the November 8, 2016, General Election with a request to publish the proclamation in the October 19, 2016 edition of the Arizona Silver Belt newspaper, which is the official newspaper of Gila County for 2016.

Recommendation

The Elections Director recommends the Board of Supervisors' acceptance of the Governor's proclamation, and authorization to publish the proclamation in the October 19, 2016, edition of the Arizona Silver Belt newspaper.

Suggested Motion

Acknowledgment of the receipt of Governor Doug Ducey's proclamation for the November 8, 2016, General Election and authorization to publish the proclamation, both in English and Spanish, in the October 19, 2016, edition of the Arizona Silver Belt newspaper.

Attachments

Governor's General Election Proclamation-English

Governor's General Election Proclamation-Spanish

Arizona Revised Statute 16-214

GOVERNOR DOUGLAS A. DUCEY

STATE OF ARIZONA
★
PROCLAMATION
GENERAL ELECTION 2016

WHEREAS, Article 7, Section 11 of the Constitution of the State of Arizona provides that there shall be a general election of Representatives in Congress, and of State, County and precinct officers on the first Tuesday after the first Monday in November of the first even numbered year in which Arizona is admitted to Statehood and biennially thereafter; and

WHEREAS, Article 6, Section 38 of the Constitution of the State of Arizona provides that the name of any justice or judge of the Supreme Court or an intermediate appellate court, and any judge of the Superior court except for judges of the Superior court in counties having a population of less than two hundred fifty thousand persons, according to the United States census, whose declaration of desire to be retained in office has been filed in the office of the Secretary of State and certified to several Boards of Supervisors, shall be placed on the appropriate official ballot at the next general election under nonpartisan designation; and

WHEREAS, Article 4, Part 1, Section 1 (10) of the Constitution of the State of Arizona provides that when any Initiative or Referendum petition or any measure referred to the people by the Legislature shall be filed, in accordance with this section, with the Secretary of State, who shall cause to be printed on the official ballot at the next regular election the title and number of such measure, together with the words "Yes" and "No" in such manner that the electors may express at the polls their approval or disapproval of the measure; and

WHEREAS, Section 16-214, Arizona Revised Statutes provides that at least thirty days before a general election, the Governor shall issue a proclamation containing a statement of the time of election, the offices to be filled, and shall transmit a copy of the election proclamation to the office in charge of elections of the several counties;

NOW, THEREFORE, I, Douglas A. Ducey, Governor of the State of Arizona, do hereby proclaim the

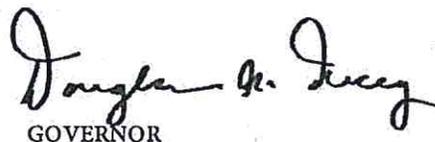
GENERAL ELECTION 2016

To be held in the form prescribed by law on the first Tuesday after the first Monday in November 2016, which shall be Tuesday, November 8, 2016, for the election of the following officials: one United States Senator, nine United States Representatives in Congress, three Corporation Commissioners, thirty State Senators, sixty State Representatives, one Arizona Supreme Court Justice, five Judges of the Arizona Court of Appeals Division One, and one Judge of the Arizona Court of Appeals Division Two;

And for each of the counties of the State, as prescribed by law, such county officers, judges, justices of the peace, constables, and school district and community college governing boards, as may be applicable in each county;

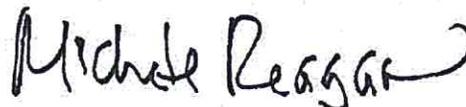
And to afford an opportunity for the qualified electors of the State of Arizona to vote upon any referred and initiated measures or constitutional amendments that are submitted in the form prescribed by the law.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.


GOVERNOR

DONE at the Capitol in Phoenix on this Seventh day of October In the Year Two Thousand and Sixteen and of the Independence of the United States of America the Two Hundred and Forty-First.

ATTEST:



SECRETARY OF STATE



GOVERNOR DOUGLAS A. DUCEY

STATE OF ARIZONA
★
PROCLAMATION

ELECCIÓN GENERAL DEL 2016

CONSIDERANDO QUE, Artículo 7, Sección 11 de la Constitución del estado de Arizona dispone que habrá una elección general de Representantes al Congreso y de funcionarios Estatales, de los Condados y de los recintos electorales el primer martes después del primer lunes en noviembre del primer año de número par en el cual Arizona fue admitido como Estado y cada dos años después a partir de entonces; y

CONSIDERANDO QUE, Artículo 6, Sección 38, de la Constitución del Estado de Arizona dispone que el nombre de cualquier magistrado o juez de la Suprema Corte o de una Corte Intermedia de Apelaciones, y cualquier juez de Corte Superior excepto los jueces de la Corte Superior en los condados que tienen una población de menos de doscientos cincuenta mil personas, según el censo de los Estados Unidos, cuya declaración de deseo de ser retenido en su cargo ha sido presentada a la oficina de la Secretaria de Estado y certificada a los varios Consejos de Supervisores, será publicado en el boleto electoral apropiado en la próxima elección general normal bajo la designación no partidaria; y

CONSIDERANDO QUE, el Artículo 4, Parte 1, Sección 1 (10), de la Constitución del Estado de Arizona dispone que cuando cualquier petición de Iniciativa o Referéndum o cualquier medida referida a la población por la Legislatura será presentada, de acuerdo con esta sección, a la Secretaría de Estado, que causará se impriman el título y número de tal medida en el boleto electoral oficial, junto con las palabras "Si" y "No" de tal manera que los electores puedan expresar en las urnas electorales su aprobación o desaprobación de la medida; y

CONSIDERANDO QUE, Secciones 16-214, Estatutos Revisados de Arizona, dispone que, por lo menos 30 días antes de una elección general, el o la Gobernador (a) emitirá una proclamación que contiene una declaración de la fecha de la elección y los cargos que deben ser llenados y transmitirá una copia de la proclamación de elecciones al funcionario encargado de las elecciones de los varios condados;

AHORA, POR CONSIGUENTE, Yo, Douglas A. Ducey, Gobernador del estado de Arizona, por lo presente, proclamo la

ELECCIÓN GENERAL DEL 2016

Se celebre en la forma prevista por ley el primer Martes después del primer lunes de noviembre 2016, que será el martes 8 de noviembre del 2016, para la selección de los siguientes puestos: un Senador de Estados Unidos, nueve Diputados de Estados Unidos para el Congreso, tres Comisionados Corporativos, treinta Senadores Estatales, sesenta Diputados Estatales, un Juez de la Suprema Corte de Arizona, cinco jueces de la Corte de Apelación División Uno de Arizona, y un Juez de la Corte de Apelación División Dos;

Y para cada uno de los condados del Estado, como se prescribe por ley, tales funcionarios, jueces, jueces de la paz, alguaciles y consejeros directivos de distritos escolares y colegios comunitarios de los condados, como pueda ser aplicable en cada condado del Estado;

Y para ofrecer una oportunidad a los electores calificados del Estado de Arizona de votar para cualquier medida o enmienda constitucional referida e iniciada que se presente en la forma prescrita por ley.



EN FE DE LO CUAL, he firmado de mi puno y letra y he solicitado se utilice el Gran Sello del Estado de Arizona.

Douglas A. Ducey
GOBERNADOR

HECHO en el Capitolio en Phoenix, este día siete de octubre del año dos mil diez y seis y del ducentésimo cuadragésimo primero de la Independencia de los Estados Unidos de América.

DOY FE:

Michelle Reagan

Secretaria de Estado

Arizona State Legislature

Bill Number Search: 

Fifty-second Legislature - Second Regular Session

[Email a Member](#) | [Email Webmaster](#)[change session](#) | [printer friendly version](#)[Senate](#)[House](#)[Legislative Council](#)[JLBC](#)[More Agencies](#)[Bills](#)[Committees](#)[Calendars/News](#)[ARS TITLE PAGE](#) [NEXT DOCUMENT](#) [PREVIOUS DOCUMENT](#)

16-214. Issuance of proclamation for general election by governor; publication by boards of supervisors

A. At least thirty days before a general election, the governor shall issue a proclamation containing a statement of the time of election and the offices to be filled.

B. The governor shall transmit a copy of the election proclamation to the officer in charge of elections of the several counties.

C. The board of supervisors shall be notified by the officer in charge of elections of receipt of the election proclamation, and within five days after its receipt the board shall meet and publish a copy thereof in an official newspaper of the county at least ten days before a general election.

ARF-3993

Consent Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 10/18/2016

Submitted For: Michael O'Driscoll, Director

Submitted By: Celena Cates, Executive Administrative Assistant

Department: Health & Emergency Management

Fiscal Year: 2016-2017 Budgeted?: Yes

Contract Dates July 1, Grant?: Yes

Begin & End: 2016-June 30,
2017

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval of Amendment No. 4 to an Intergovernmental Agreement (IGA) (Contract No. ADHS16-098369) with the Arizona Department of Health Services (ADHS) in the amount of \$47,090 to continue preparing for national accreditation.

Background Information

Over the past 12 months, ADHS has integrated multiple grants into one IGA. The grant contracts that have been integrated are: 1) Tobacco Free Environments (ADHS14-072102), 2) Health in Arizona Policy Initiative (H.A.P.I.) (ADHS12-021335), 3) Accreditation (ADHS14-063025), 4) Teen Pregnancy Prevention (ADHS13-034421), 5) Maternal and Child Health (ADHS13-010923) and, 6) Family Planning (ADHS13-0344536).

Consolidation of the IGA was completed in three phases: Phase one (1) was completed in July 2015 and included Tobacco Free Environments, Chronic Disease, and H.A.P.I. Phase two (2) was completed in October 2015 and included Public Health and Health Services Block Grant. Phase three (3) was completed in January 2016 and included Teen Pregnancy Prevention, Family Planning, and Maternal and Child Health.

Amendment No. 4 continues the integration of grant funding for the accreditation process.

Evaluation

Amendment No. 4 contains the following provisions:

1.1 Exhibit D, Evidence-Based Strategies for Public Health Accreditation Preparation, Number 1,

Strategic Area: Preventive Health and Health Services Block Grant, add the following Strategies:

1.1.6 Conduct a Community Health Assessment (CHA)

1.1.7 Develop or Update a County Health Improvement Plan (CHIP)

Conclusion

Approval of Amendment No. 4 will allow the Gila County Health Department to continue preparing for Public Health Accreditation.

Recommendation

It is the recommendation of the Health and Emergency Management Division Director that the Board of Supervisors approve Amendment No. 4 to Contract No. ADHS16-098369 with the Arizona Department of Health Services in the amount of \$47,090 to continue preparing for national accreditation.

Suggested Motion

Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. ADHS16-098369) with the Arizona Department of Health Services in the amount of \$47,090, which will allow the Gila County Health Department to continue its preparation for national accreditation for the period of October 1, 2016, through September 30, 2017.

Attachments

Amendment No. 4 ADHS16-098369

Amendment No. 3 ADHS16-098369

Amendment No. 2 ADHS16-098369

2016 IGA Contract No. Change and Amendment No. 1 ADHS16-098369

Amendment No. 1 ADHS15-094962

Original IGA Contract No. ADHS15-094962

Approval as to Form



**INTERGOVERNMENTAL AGREEMENT(IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

150 N. 18th Ave Suite 280
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Agreement No: **ADHS16-098369**

Amendment No. **4**

Procurement Officer:
Russell Coplen

Healthy People Healthy Communities

Effective upon signature, it is mutually agreed that the Agreement referenced above is amended as follows:

1. Pursuant to Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, the Agreement Terms and Conditions are revised as follows:
 - 1.1 Exhibit D, Evidence-Based Strategies for Public Health Accreditation Preparation, Number 1, Strategic Area: Preventive Health and Health Services Block Grant, add the following Strategies:
 - 1.1.6 Conduct a Community Health Assessment (CHA)
 - 1.1.7 Develop or Update a County Health Improvement Plan
2. Pursuant to Terms and Conditions, Provision Six (6). Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, the Price Sheet is revised and replaced by the Price Sheet of this Amendment Four (4).

Continued on next page.

| | |
|--|--|
| <p>Gila County Health Department</p> <p>Contractor Name</p> <p>1400 E. Ash St – Gila County Finance</p> <p>Address</p> <p>Globe AZ 85501</p> <p>City State Zip</p> | <p align="center">CONTRACTOR SIGNATURE</p> <p>Contractor Authorized Signature</p> <hr/> <p>Printed Name</p> <p align="center">Michael A. Pastor</p> <hr/> <p>Title</p> <p align="center">Chairman, Board of Supervisors</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>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 _____ day of _____ 2016</p> <hr/> <p>Procurement Officer</p> |
| <p>Signature _____ Date _____</p> <p>Jefferson R. Dalton, Deputy G.C. Attorney, Civil Bureau Chief</p> <p>Printed Name</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>Signature _____ Date _____</p> <p>Assistant Attorney General</p> <p>Printed Name:</p> | |



**INTERGOVERNMENTAL AGREEMENT(IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
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150 N. 18th Ave Suite 280
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(602) 542-1040
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Agreement No: **ADHS16-098369**

Amendment No. **4**

Procurement Officer:
Russell Coplen

PRICE SHEET

HEALTHY PEOPLE HEALTHY COMMUNITIES

GILA - ADHS16-098369

JULY 1, 2016 - JUNE 30, 2017

ACTION PLAN

| ITEM/SERVICE DESCRIPTION | UNIT OF MEASURE | NUMBER OF UNITS | UNIT RATE | TOTAL |
|----------------------------|-----------------|-----------------|--------------------|--------------------|
| Action Plan – All Programs | EA | 1 | \$72,262.00 | \$72,262.00 |
| TOTAL | | 1 | \$72,262.00 | \$72,262.00 |

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 |

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. Alzheimer’s, Chronic Pulmonary Disease, Hypertension, Self-Management, Procurement, Healthy Community Design, School Health, Worksite Wellness, Clinical Care, and Special Health Care Needs) | QTR | 4 | \$14,162.34 | \$56,649.36 |
| TOTAL | | 4 | \$8,762.00 | \$56,649.36 |



**INTERGOVERNMENTAL AGREEMENT(IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**

150 N. 18th Ave Suite 280
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Agreement No: **ADHS16-098369**

Amendment No. **4**

Procurement Officer:
Russell Coplen

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 | 1 | \$10,460.00 | \$10,460.00 |
| 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 | \$12,210.00 | \$36,630.00 |
| TOTAL | | 4 | | \$47,090.00 |

FAMILY PLANNING / MATERNAL and CHILD HEALTH (Title V Block Grant)

| ITEM/SERVICE DESCRIPTION | UNIT OF MEASURE | NUMBER OF UNITS | UNIT RATE | TOTAL |
|---|-----------------|-----------------|--------------------|--------------------|
| See SOW for Specific Service Strategies | QTR | 4 | \$17,968.00 | \$71,872.00 |
| TOTAL | | 4 | \$17,968.00 | \$71,872.00 |

TEEN PREGNANCY PREVENTION

| ITEM/SERVICE DESCRIPTION | UNIT OF MEASURE | NUMBER OF UNITS | UNIT RATE | TOTAL |
|---|-----------------|-----------------|--------------------|---------------------|
| See SOW for Specific Service Strategies | QTR | 4 | \$38,342.00 | \$153,368.00 |
| TOTAL | | 4 | \$38,342.00 | \$153,368.00 |

TOTAL

| ITEM/SERVICE DESCRIPTION | | | | TOTAL |
|--------------------------|--|--|--|---------------------|
| TOTAL | | | | \$520,512.00 |



Division for Planning and Operations

Office of Procurement

1740 West Adams Street, Room 303
Phoenix, Arizona 85007-2670
(602) 542-1040
(602) 542-1741 Fax

DOUGLAS A. DUCEY, GOVERNOR
CARA CHRIST, M.D., DIRECTOR

May 18, 2016

Paula Horn
Gila County Health Services
1400 E. Ash St.
Globe AZ 85501

RE: ADHS16-098369 Amendment #3

Greetings,

Enclosed please find the executed Contract Amendment referenced above.

Please retain this document for your records and if you have any questions please feel free to contact Procurement Officer Russ Coplen at 602-542-1043 or russel.coplen@azdhs.gov.

Thank You,

A handwritten signature in blue ink, appearing to read "Zac Thayer".

Zac Thayer
Procurement Officer
1740 West Adams Street, Room 303
Phoenix, Arizona 85007-2670
zachary.thayer@azdhs.gov
602-542-2934

Enclosure

CC: Contract File

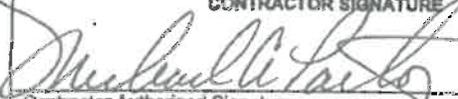
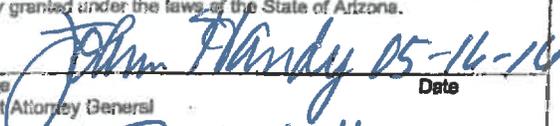
| | | | |
|---|--|------------------------|---|
|  | INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT | | ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax Procurement Officer: Russell Coplen |
| | Agreement No: ADHS16-098369 | Amendment No. 3 | |

Healthy People Healthy Communities

Effective upon signature, 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 Terms and Conditions are revised as follows:
 - 1.1 Provision Five (5) Costs and Payments, Section 5.2 Recoupment of Contract Payments, Subsection 5.2.3 is replaced with the following:
 - 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 5.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
 - 1.2. Provision Twenty (20) is added as follows:

Continued on next page.

| | | |
|--|--|---|
| Gila County Health Department Contractor Name 1400 E. Ash St – Gila County Finance Address Globe AZ 85501 City State Zip | | CONTRACTOR SIGNATURE  Contractor Authorized Signature Michael A. Pastor Chairman, Board of Supervisors Title |
| CONTRACTOR ATTORNEY SIGNATURE 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.  5-3-16 Signature Date Jefferson R. Dalton, Deputy G.C. Attorney, Civil Bureau Chief Printed Name | | 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. State of Arizona Signed this <u>17</u> day of <u>May</u> 2016  Procurement Officer |
| 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.  05-16-16 Signature Date Assistant Attorney General Printed Name: JO-ANN HANDY | | |



**INTERGOVERNMENTAL AGREEMENT(IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 642-1040
(602) 542-1741 Fax
Procurement Officer:
Russell Coplen

Agreement No: **ADHS16-098369**

Amendment No. **3**

20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fars.gov/>

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://azdhs.gov/procurement> and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

2. The Agreement Scope of Work is revised as follows:

- 2.1. Provision Five (5), Evidence Based Strategies is replaced with the following:

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 -- DELETED (Included in Exhibit C);
- 5.3. Exhibit C - Health in Arizona Policy Initiative (HAPI)/Chronic Disease;
- 5.4. Exhibit D - Public Health Accreditation Preparation;
- 5.5. Exhibit E - Teen Pregnancy Prevention;
- 5.6. Exhibit F -- DELETED (Included in Exhibit G); and
- 5.7. Exhibit G - Family Planning/Maternal and Child Health.

- 2.2. Provision Ten (10), Section 10.7 is replaced with the following:

- 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 -- DELETED (Included in Exhibit C);
- 10.7.3. Exhibit C - Health in Arizona Policy initiative (HAPI)/Chronic Disease;
- 10.7.4. Exhibit D -- Public Health and Health Services Block Grant;



**INTERGOVERNMENTAL AGREEMENT(IGA)
AMENDMENT**

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1749 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1049
(602) 542-1741 Fax

Agreement No: **ADHS16-098369**

Amendment No. **3**

Procurement Officer:
Russell Coplan

- 10.7.5. Exhibit E – Teen Pregnancy Prevention;
- 10.7.6. Exhibit F – DELETED (Included In Exhibit G); and
- 10.7.7. Exhibit G – Family Planning/Maternal and Child Health.

2.3. Provision Eleven (11), Section 11.1 is replaced with the following:

11.1. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Arizona Department of Health Services
150 N. 18th Avenue, Suite 300
Phoenix, AZ 85007
Attn: Mark Martz, Program Manager
Mark.Martz@azdhs.gov, 602-364-2586

- 3. The Intergovernmental Agreement Exhibit C is replaced with the Exhibit C of this Amendment number Three (3).
- 4. The Intergovernmental Agreement Exhibit G is replaced with the Exhibit G of this Amendment number Three (3).
- 5. The Intergovernmental Agreement Price Sheet is replaced with the Price Sheet of this Amendment number Three (3). Revised Grand Total amount is equal to \$483,882.00. ProcureAZ Items Tab will be updated upon execution of this Amendment.

| | | | |
|---|--|------------------------|---|
|  | 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 Coplan |
| | Agreement No: ADHS16-098369 | Amendment No. 3 | |

EXHIBIT C

Evidence-Based Strategies for Health in Arizona Policy Initiative (HAPI)/Chronic Disease

Counties may select one (1) or more strategies from the Health in Arizona Policy Initiative (HAPI) strategic area, and one (1) or more strategies from the Chronic Disease 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; and
- 1.1.1.7. Other evidence based related strategy.

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; and
- 1.1.2.5. Other evidence based related strategy.

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 schools;
- 1.1.3.4. Target outreach and enrollment efforts to populations disproportionately uninsured.



**INTERGOVERNMENTAL AGREEMENT(IGA)
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(602) 542-1040
(602) 642-1741 Fax
Procurement Officer:
Russell Copien

Agreement No: **ADHS16-098369**

Amendment No. **3**

- 1.1.3.5. Support the work of schools to implement School Health Index/School Health Assessment; and
- 1.1.3.6. Other evidence based related strategy.

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; and
- 1.1.4.8. Other evidence based related strategy.

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; and
- 1.1.5.8. Other evidence based related strategy.

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;



**INTERGOVERNMENTAL AGREEMENT(IGA)
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Procurement Officer:
Russell Coplen

Agreement No: **ADHS16-098369**

Amendment No. **3**

- 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; and
- 1.1.6.5. Other evidence-based related strategy.

2. Chronic Disease

2.1. Program Strategy/s:

- 2.1.1. Improve public awareness of Alzheimer's disease and available resources for patients, caregivers and/or family members and health care providers;
- 2.1.2. Improve public awareness of risk factors and detection of pulmonary disease.
- 2.1.3. Promote and implement the Million Hearts Initiative;
- 2.1.4. Implement the Stanford Chronic Disease Self-Management model (including Spanish version) and/or other self-management model;
- 2.1.5. Other evidence-based related strategy.

3. HAPI Specific Tasks and Requirements:

- 3.1. A portion of activities identified in the action plan must include those that will benefit the health of low-income women, infants, and children; and
- 3.2. The County will coordinate school health activities with any other funding received for school health activities such as the Arizona Nutrition Network.

4. Chronic Disease Specific Tasks and Requirements:

- 4.1. 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>).

5. Listed below are specific tasks and requirements related to the Menu of Strategy Options for Chronic Disease.

5.1. Alzheimer's/Dementia:

- 5.1.1. 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; and
- 5.1.2. 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.

| | | | |
|---|--|------------------------|---|
|  | INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT | | ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax |
| | Agreement No: ADHS16-098369 | Amendment No. 3 | Procurement Officer: Russell Coplen |

5.2. Chronic Lower Pulmonary Disease:

- 5.2.1. The County will work with the America Lung Association/Arizona Chapter to increase public awareness of risk factors and detection of pulmonary disease;
- 5.2.2. 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; and
- 5.2.3. The County will work with the American Lung Association/Arizona Chapter to increase early intervention and participation in disease management programs.

5.3. Cardiovascular Disease:

- 5.3.1. The County will work with ADHS/BTCD Office of Chronic Disease to implement and promote the Million Hearts Initiative; and
- 5.3.2. Increase intervention and participation in disease management programs.

5.4. Chronic Disease Self-Management:

- 5.4.1. The County will Implement Chronic Disease Self-Management programs (include related Spanish version(s));
- 5.4.2. The County will ensure that staff is trained; and
- 5.4.3. 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.

| | | | |
|---|---|------------------------|---|
|  | 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 |
| | Agreement No: ADHS16-098369 | Amendment No. 3 | |

EXHIBIT G

Evidence-Based Strategies for Family Planning/Maternal and Child Health (Title V Block Grant)

1. Maternal and Child Health

1.1. Program Strategies:

- 1.1.1. The County shall 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.
- 1.1.2. The County 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 Child Health 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 National Performance Measures which will in turn influence the National Outcome Measures. The County shall select from the following:
 - 1.1.2.1. Increase the percent of women with a past year preventive medical visit;
 - 1.1.2.2. Increase the percent of infants who are ever breastfed and (B) increase the percent of infants breastfed exclusively through 6 months;
 - 1.1.2.3. Decrease the rate of hospitalizations for non-fatal injury per 100,000 children ages 0-9 and adolescents ages 10-19. Counties may choose from one or more of the following:
 - 1.1.2.3.1. Increase safe sleep environment;
 - 1.1.2.3.2. Decrease injury around the house for the 1-4 yr old group; and
 - 1.1.2.3.3. Decrease injury to teens from car crashes.
 - 1.1.2.4. Decrease the percent of adolescents, ages 12-17, who are bullied or who bully others;
 - 1.1.2.5. Increase the percent of adolescents, ages 12-17, with a preventive medical visit in the past year; and
 - 1.1.2.6. (A) Decrease the percent of women who smoke during pregnancy (B) Decrease the percent of children who live in households where someone smokes.

1.2. Maternal and Child Health Specific Tasks and Requirements:

- 1.2.1. If a County chooses to implement 1.1.1, Family Planning Program Strategy, the County will also implement, at a minimum, one (1) 1.1.2 Maternal and Child Health Strategy.
- 1.2.2. 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, 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.



**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

Agreement No: **ADHS16-098369**

Amendment No. **3**

PRICE SHEET

HEALTHY PEOPLE HEALTHY COMMUNITIES

GILA - ADHS16-098369

JULY 1, 2016 - JUNE 30, 2017

ACTION PLAN

| ITEM/SERVICE DESCRIPTION | UNIT OF MEASURE | NUMBER OF UNITS | UNIT RATE | TOTAL |
|-----------------------------|-----------------|-----------------|--------------------|--------------------|
| Action Plan -- All Programs | EA | 1 | \$72,262.00 | \$72,262.00 |
| TOTAL | | 1 | \$72,262.00 | \$72,262.00 |

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 |

HAPI - CHRONIC DISEASE

| ITEM/SERVICE DESCRIPTION | UNIT OF MEASURE | NUMBER OF UNITS | UNIT RATE | TOTAL |
|---|-----------------|-----------------|-------------------|--------------------|
| See SOW for Specific Service Strategies (i.e. HAPI, Procurement, Healthy Community Design, School Health, Worksite Wellness, Clinical, Special Health Care Needs, Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, School Health) | QTR | 4 | \$14,162.34 | \$56,649.36 |
| TOTAL | | 4 | \$8,762.00 | \$56,649.36 |



**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 Cooper

Agreement No: **ADHS16-098369**

Amendment No. **3**

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 | 1 | \$10,460.00 | \$10,460.00 |
| TOTAL | | 1 | \$10,460.00 | \$10,460.00 |

FAMILY PLANNING / MATERNAL and CHILD HEALTH (Title V Block Grant)

| ITEM/SERVICE DESCRIPTION | UNIT OF MEASURE | NUMBER OF UNITS | UNIT RATE | TOTAL |
|---|-----------------|-----------------|--------------------|--------------------|
| See SOW for Specific Service Strategies | QTR | 4 | \$17,968.00 | \$71,872.00 |
| TOTAL | | 4 | \$17,968.00 | \$71,872.00 |

TEEN PREGNANCY PREVENTION

| ITEM/SERVICE DESCRIPTION | UNIT OF MEASURE | NUMBER OF UNITS | UNIT RATE | TOTAL |
|---|-----------------|-----------------|--------------------|---------------------|
| See SOW for Specific Service Strategies | QTR | 4 | \$38,342.00 | \$153,368.00 |
| TOTAL | | 4 | \$38,342.00 | \$153,368.00 |

TOTAL

| ITEM/SERVICE DESCRIPTION | | | | TOTAL |
|--------------------------|--|--|--|---------------------|
| TOTAL | | | | \$483,882.00 |



Division for Planning and Operations

Office of Procurement

1740 West Adams Street, Room 303
Phoenix, Arizona 85007-2670
(602) 542-1040
(602) 542-1741 Fax

DOUGLAS A. DUCEY, GOVERNOR
CARA CHRIST, M.D., DIRECTOR

March 10, 2016

Paula Horn
Gila County Health Services
1400 E. Ash St.
Globe AZ 85501

RE: ADHS16-098369 Amendment #2

Greetings,

Enclosed please find the executed Contract Amendment referenced above.

Please retain this document for your records and if you have any questions please feel free to contact Procurement Officer Russ Coplen at 602-542-1043 or russel.coplen@azdhs.gov.

Thank You,

A handwritten signature in blue ink, appearing to read "Zac Thayer".

Zac Thayer
Procurement Officer
1740 West Adams Street, Room 303
Phoenix, Arizona 85007-2670
zachary.thayer@azdhs.gov
602-542-2934

Enclosure

CC: Contract File



**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.

| | |
|--|---|
| <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> <p>Contractor Authorized Signature</p> <p align="center">Michael A. Pastor Printed Name Chairman, Board of Supervisors</p> |
| <p align="center">CONTRACTOR ATTORNEY SIGNATURE 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> 2-16-16 Signature Date</p> <p>Jefferson R. Dalton, Deputy G.C. 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>State of Arizona</p> <p>Signed this <u>9</u> day of <u>March</u> 20<u>16</u></p> <p><i>Rebecca O'Sullivan</i> 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>Jo-Ann Handy</i> 03-07-16 Signature Date Assistant Attorney General</p> <p>Printed Name: <u>JO-ANN HANDY</u></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:
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 | | | | 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**

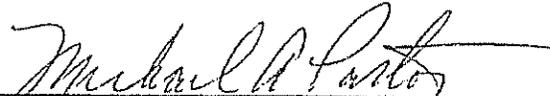
Healthy People Healthy Communities

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.

CONTRACTOR SIGNATURE



Contractor Authorized Signature

Michael A. Pastor

Printed Name

Chairman, Board of Supervisors

Title

Gila County Health Department

Contractor Name

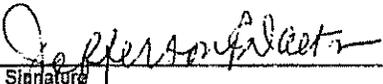
1400 E Ash ST – Gila County Finance

Address

Globe, AZ 85501
City State Zip

CONTRACTOR ATTORNEY SIGNATURE

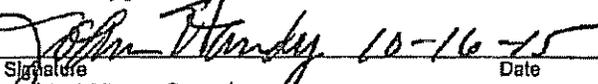
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

 Date 12-15

Signature Jefferson R. Dalton

Printed Name
Deputy Gila County Attorney, Civil Bureau Chief

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.

 Date 10-16-15

Signature Assistant Attorney General

Printed Name: JO ANN HANDY

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.

State of Arizona

Signed this 9 day of December 20 15



Procurement Officer

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.



**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) 642-1741 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**

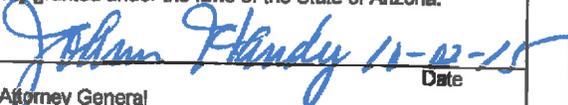
Amendment No. **1**

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.

| | | | |
|---|--|---|--|
| Gila County Health Department Contractor Name 1400 E Ash ST – Gila County Finance Address Globe AZ 85501 City State Zip | | CONTRACTOR SIGNATURE  Contractor Authorized Signature Michael A. Pastor Printed Name Chairman, Board of Supervisors Title | |
| CONTRACTOR ATTORNEY SIGNATURE 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.  Signature Date 9/15/15 Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief Printed Name | | 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. State of Arizona Signed this 6 day of October 20 15  Procurement Officer | |
| 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.  Signature Date 11-02-15 Assistant Attorney General Printed Name: JO-ANN HANDY | | 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. | |



**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: _____ | FOR CLARIFICATION, CONTACT: Name: <u>Nancy Rutherford</u> Phone: <u>(928) 402-8517</u> Fax No: <u>(928) 425-0794</u> Email: <u>nrutherford@gilacountyaz.gov</u> |
| Federal Employer Identification No.: _____ | |
| Tax License No.: _____ | |
| Contractor Name: _____ Address: _____ | |

CONTRACTOR SIGNATURE:
The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Michael A. Pastor 6-9-15
Signature of Person Authorized to Sign Date

Michael A. Pastor, Chairman, Board of Supervisors
Print Name and Title

This Contract shall henceforth be referred to as Contract No. ADHS15-094962. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona
Signed this 1 day of July, 2015
Katherine O'Hara
Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:
Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Bryan Chambers 6-9-15
Signature of Person Authorized to Sign Date

Bryan Chambers, Deputy County Attorney/Civil Bureau Chief

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Attorney General Contract, No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY: *Patricia Kallaga* 6/29/15
Signature Date
Assistant Attorney General: Patricia Kallaga

| | |
|----------------------|---|
| Contract Number | 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.

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| 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.

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|-----------------|---|
| 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.

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|-----------------|---|
| 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.

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|-----------------|---|
| 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.

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| 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

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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.

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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.

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- 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.

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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.

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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.

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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.

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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;

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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);

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- 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.

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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

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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:

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| 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 |

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| Contract Number | INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT A EVIDENCE-BASED STRATEGIES FOR TOBACCO |
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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.

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| 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.

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| 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.

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| 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).

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| 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

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| 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.

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| 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).

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| 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.

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| 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.

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| 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.

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| 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.

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| Contract Number | Intergovernmental Agreement (IGA) Attachment 1 PRICE SHEET PHASE 1 |
| ADHS15- 094962 | |

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 |

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| 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 | | | | |



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-4008

Consent Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 10/18/2016

Submitted For: Marian Sheppard Submitted By: Laurie Kline, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Lion's Club Special Event Liquor License application for November 19, 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 of approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This civic organization properly completed the application. If the Board of Supervisors approves this application, final approval will be determined by the DLLC.

Recommendation

The Clerk recommends that the Board of Supervisors approve this application to allow the Lion's Club of Globe to serve liquor at a fund-raising event to be held at the Gila County Fairgrounds.

Suggested Motion

Approval of a Special Event Liquor License application submitted by the Lion's Club of Globe, Arizona, Inc. to serve liquor at a fund raising event on November 19, 2016.

Attachments

Application for Special Event License & Agreement Lion's Club



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

FOR DLLC 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: Globe Lions Dist 218

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-6052-543

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
 County Fairgrounds Address of Location: 900 E. Fairgrounds Rd. Globe GILA AZ 85501
Street City COUNTY State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Nanarrow Barbara J. 8.17.1942
Last First Middle Date of Birth
 2. Applicant's mailing address: 434 S. Parker Globe AZ 85501
Street City State Zip
 3. Applicant's home/cell phone: (928) 300-6343 Applicant's ^{other} business phone: (928) 425-5453
other business
 4. Applicant's email address: barbara.nanarrow@AOL.com



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC 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: GLOBE LIONS DIST 218

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-6052-543

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: 900 E. Fairgrounds Rd. Globe GILA AZ 85501

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: Nancarrow Barbara J. 8.17.1942
2. Applicant's mailing address: 434 S. Parker Globe AZ 85501
3. Applicant's home/cell phone: (928) 300-6343 Applicant's other business phone: (928) 425-5453
4. Applicant's email address: barbara.nancarrow@AOL.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? n/a
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name GLOBE LIONS DIST 218 Percentage: 100%

Address 434 S. Parker St Globe AZ 85301
Street City State Zip

Name _____ Percentage: _____

Address _____
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

GILA COUNTY
SARIEFS OFF Number of Police 4 Number of Security Personnel Fencing Barriers

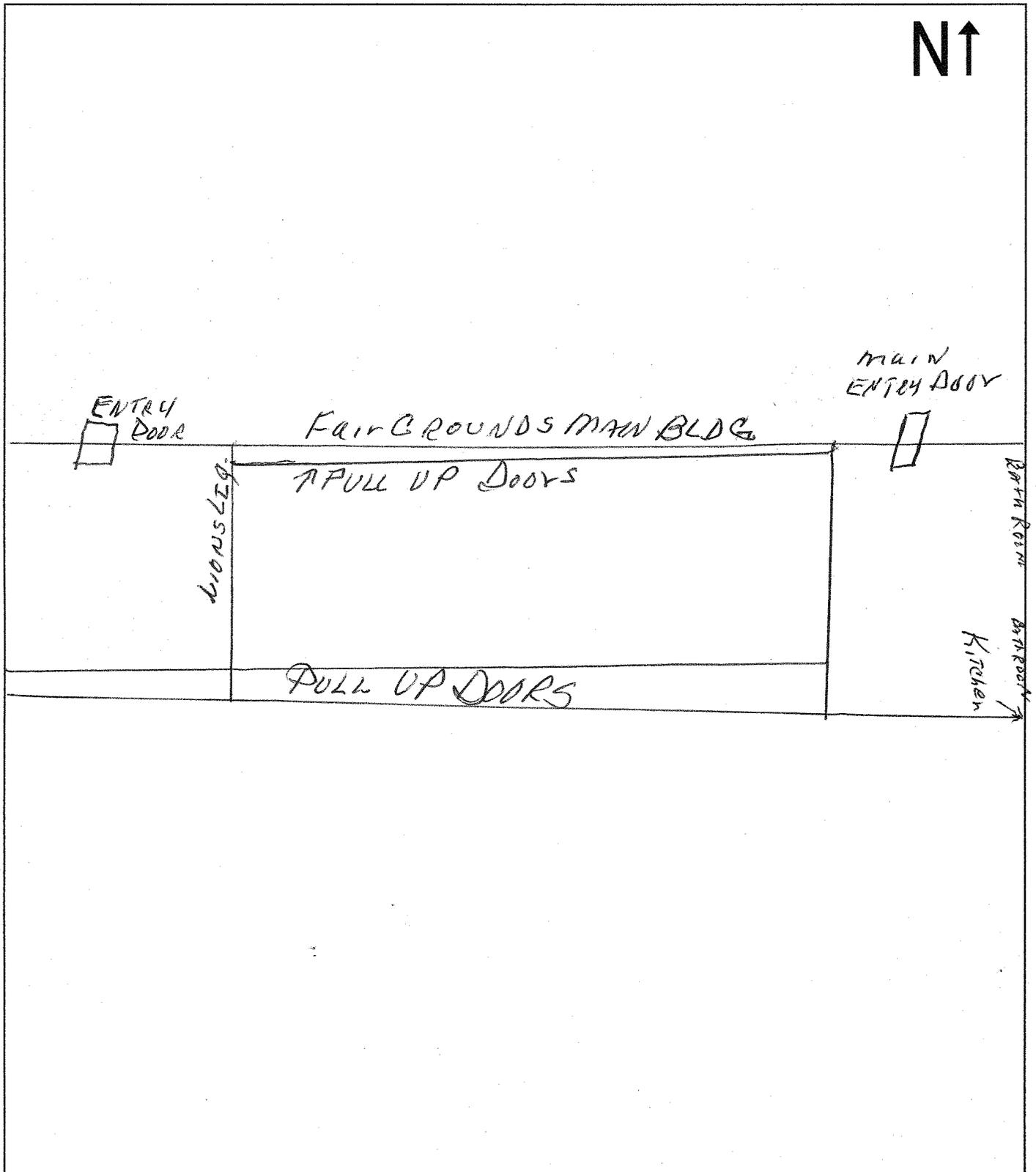
Explanation: _____

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>11-19-16</u> | <u>Sat.</u> | <u>4:00</u> | <u>12:00</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.

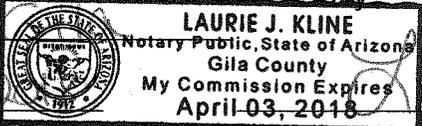
I, (Print Full Name) Barbara Nancarrow declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Barbara Nancarrow VP Lions 10-3-16 928-200-6343
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 3rd October 2016
 Day Month Year

State Arizona County of _____

My Commission Expires on: 4-3-2018 Date



Laurie J. KLINE
 Notary Public, State of Arizona
 Gila County
 My Commission Expires
 April 03, 2018

Laurie J. Kline
 Signature of Notary Public

SECTION 14 This section is to be completed only by the applicant named in Section 9.

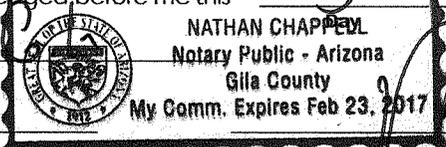
I, (Print Full Name) Barbara Nancarrow declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Barbara Nancarrow VP Lions 10-3-16 928-200-6343
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 3 October 2016
 Day Month Year

State Arizona County of _____

My Commission Expires on: _____ Date



NATHAN CHAPPEL
 Notary Public - Arizona
 Gila County
 My Comm. Expires Feb 23, 2017

Nathan Chappel
 Signature of Notary Public

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:

SECTION 15 Local Governing Body Approval Section.

I, Michael A. Pastor, Chairman, BOS recommend APPROVAL DISAPPROVAL
 (Government Official) (Title)

On behalf of Gila County * Michael A. Pastor 10-18-16 928-425-3231
 (City, Town, County) Signature Date Phone

SECTION 16 For Department of Liquor Licenses and Control use only.

APPROVAL DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidation of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

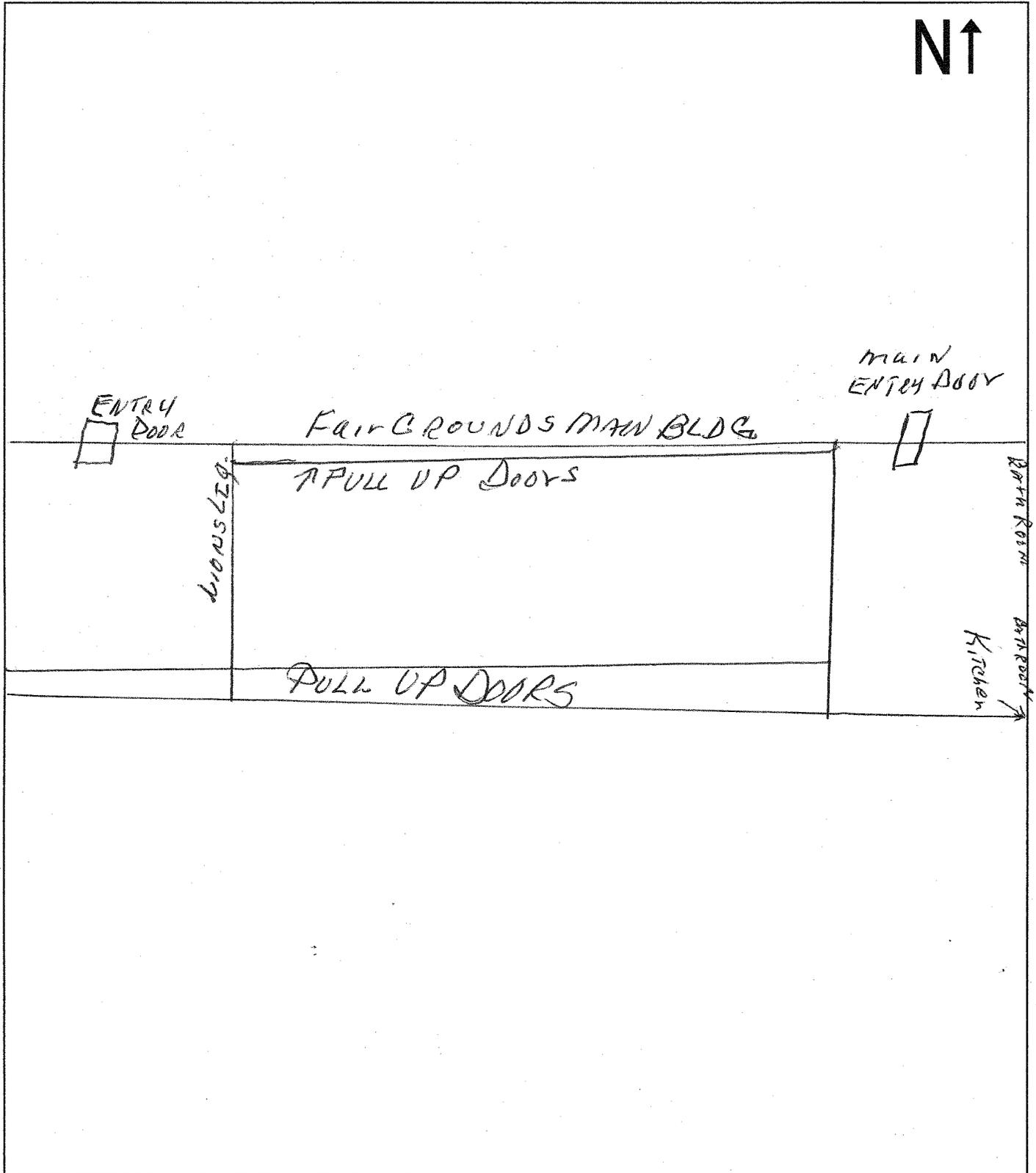
B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or 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.

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.



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I, (Print Full Name) Barbara Nancarrow declare that I am an Officer, Director or Chairperson of the organization 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 Barbara Nancarrow VP Lions 10-3-16 928-200-6343
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 3rd October 2016
 Day Month Year

State Arizona County of _____

My Commission Expires on: 4-3-2018 Date



Laurie J. KLINE
 Notary Public, State of Arizona
 Gila County
 My Commission Expires
 April 03, 2018

Laurie J. Kline
 Signature of Notary Public

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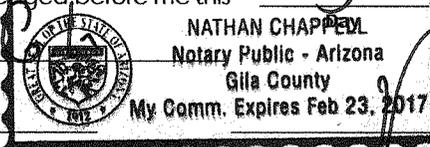
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 Signature Title/ Position Date Phone Number

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 Day Month Year

State Arizona County of _____

My Commission Expires on: _____ Date



NATHAN CHAPPEL
 Notary Public - Arizona
 Gila County
 My Comm. Expires Feb 23, 2017

Nathan Chappel
 Signature of Notary Public

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:

SECTION 15 Local Governing Body Approval Section.

I, Michael A. Pastor, Chairman, BOS recommend APPROVAL DISAPPROVAL
 (Government Official) (Title)

On behalf of Gila County 10-18-16 928-425-3231
 (City, Town, County) Signature Date Phone

SECTION 16 For Department of Liquor Licenses and Control use only.

APPROVAL DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidation 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.

AGREEMENT
Between
PINAL MOUNTAIN LIONS FOUNDATION, INC.

And
Gila County Cattle Growers

THIS PINAL MOUNTAIN LIONS FOUNDATION, INC AND BCCC AGREEMENT ("this Agreement"), effective as of the day of Nov 2016 (the "Effective Date"), is entered into by and between Pinal Mountain Lions Foundation, Inc located at 520 S. Bradley Ln, Globe, Arizona 85501, and Gila County Cattle Growers located at P.O. Box 7 Globe AZ 85502.

I. RECITALS

WHEREAS, Gila County Cattle Growers desires to contract with Pinal Mountain Lions Foundations, Inc. to provide bar services for November 19, 2016.

WHEREAS, Pinal Mountain Lions Foundation, Inc., has the liquor license and ability to provide such services.

WHEREAS, Pinal Mountain Lions Foundation, Inc., and BCCC desire to enter into an agreement in which Pinal Mountain Lions Foundation, Inc., will provide bar services for Gila County Cattle Growers to be held on Nov 19 2016 at Gila County Fair Grounds.

II. AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and conditions contained herein, the parties agree as follows:

1. EVENTS

The event shall be held at Gila County Fair Grounds on Nov 19, 2016. The Pinal Mountain Lions Foundation, Inc. will supply services for such are customary and in accordance with the liquor laws of Arizona. Gila County Cattle Growers agrees to provide Pinal Mountain Lions Foundation, Inc., with confirmation of its event schedule for this event no later than 30 days prior to the scheduled event.

2. RESPONSIBILITY

The parties agree that the major responsibilities for Pinal Mountain Lions Foundation, Inc., will be to provide bar service along with the agreements as specified herein.

3. FACILITY SET-UP

Bar set-up and maintenance will be at the sole discretion of Pinal Mountain Lions Foundation, Inc. Any modifications to the standard set-up must be pre-approved by Pinal Mountain Lions Foundation, Inc. management. Only Pinal Mountain Lions Foundation, Inc., members may serve and/or be behind the bar.

4. Hours of operation shall be:

19th ; 0400 pm Nov
(day) (time) (month)

Pinal Mountain Lions Foundation, Inc shall be allowed access to the facility two hours prior to the event to set up. All alcoholic beverage consumed on the premises must be purchased from Pinal Mountain Lions Foundation, Inc.

5. FEE

CCCC guarantees Pinal Mountain Lions Foundation, Inc the fee of \$500. Should Pinal Mountain Lions Foundation, Inc., not make \$500 from sales during the event Pinal County Growers guarantees to make up the difference.

6. BEVERAGES PROVIDED

Pinal Mountain Lions Foundation, Inc., will provide the following beverages:

- Coors
- Coors Light
- Bud Light
- Margaritas
- Various Alcoholic Mixed Drinks

7. SALES PRICE

Beverages will be priced as follows:

| | |
|---------------|-----|
| Alcohol | \$5 |
| Beer | \$5 |
| Soda | \$1 |
| Bottled Water | \$1 |

8. INDEMNIFICATION

Coors hereby agrees to indemnify, defend and hold Pinal Mountain Lions Foundation, Inc., harmless of, from, and against all damages asserted against, resulting to, imposed upon, or incurred by Pinal Mountain Lions Foundation, Inc., directly or indirectly, by reason of or resulting from (a) liabilities, obligations or claims (whether absolute, accrued, contingent or other) relating to or arising out of the event.

9. TERMINATION

Pinal Mountain Lions Foundation, Inc., may terminate this Agreement at any time by providing written notice to Pinal County Cattle Growers

10. MODIFICATION

This Agreement may be amended, modified and supplemented only by written agreement of the parties.

11. BINDING

This Agreement and all of the provisions hereof shall be binding upon and inured to the benefit of the parties hereto and their respective successors and assigns.

12. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for any purpose whatsoever.

13. PRIOR AGREEMENTS

This Agreement supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

14. RIGHTS

Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or corporation other than the parties hereto and their successor or assigns, any rights or remedies under or by reason of this Agreement.

15. VALIDITY

The Parties hereby represent to each other that they have reviewed, or have had the opportunity to review, this Agreement with independent and competent legal counsel, and that no party shall deny the validity of this Agreement on the ground that it did not understand the nature and consequences of this Agreement or did not have the advice of independent counsel prior to executing it. The Parties further acknowledge that, prior to execution of this Agreement, each party and each party's respective counsel have had an adequate opportunity to make whatever investigation or inquiry they deem necessary and desirable with respect to the subject matter of this Agreement. The Parties have negotiated, read, and approved the language of this Agreement, which language shall be construed in its entirety according to its fair meaning and not strictly for or against any of the Parties, who have worked together in preparing the final version of this Agreement.

16. CHOICE OF LAW

This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Arizona, County of Gila.

17. MISCELLANEOUS

This Agreement may only be modified by an instrument executed by all parties hereto. If any provision of this Agreement is invalid, illegal, or unenforceable, without affecting the remaining provisions hereto, all notices hereunder shall be given to each party at the addresses set above. Neither Party may assign this Agreement without the other Party's prior written consent. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. The headings in this Agreement are provided as a matter of convenience and are not to be used for interpretation. All terms and conditions of this Agreement are subject to the regulatory approval, if necessary, of applicable gaming regulatory bodies.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and their respective corporate seals to be affixed hereto, all as of the day and year first written above.

Signed: Frank Dal Moh

For: Gila County Cattle Growers

Signed: Kathy Johnson

For: Barbara Rancener VP Globe Lions Dist # 218
Pinal Mountain Lions Foundation, Inc

ARF-4013

Consent Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 10/18/2016

Reporting Period: September 27, 2016, October 4, 2016, BOS; and,

October 4, 2016 BOE; October 7, 2016

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk

Information

Subject

September 27, 2016, October 4, 2016, and October 7, 2016, Board of Supervisors' meeting minutes, and October 4, 2016, Board of Equalization's meeting minutes.

Suggested Motion

Approval of the September 27, 2016, October 4, 2016, and October 7, 2016, Board of Supervisors' meeting minutes, and October 4, 2016, Board of Equalization's meeting minutes.

Attachments

10-07-16 BOS Meeting Minutes

10-04-16 BOE Meeting Minutes

10-04-06 BOS Meeting Minutes

09-27-16 BOS Meeting Minutes

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: October 7, 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 (via ITV); Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member (via ITV); Don E. McDaniel, Jr., County Manager; and Laurie J. Kline, Deputy Clerk.

ABSENT: Marian E. Sheppard, Clerk of the Board

There was no County Attorney present.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

The Gila County Board of Supervisors met in a special session at 9:00 a.m. this date in the Board of Supervisors' hearing room. Autumn Giles led the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve revised Exhibit A (Net Assessed Valuations-Tax Levies and Tax Rates) to Resolution No. 16-08-02, which reflects the correction of the levy from \$865,000 to \$691,200 and the tax rate from \$1.7496 to 1.3981 for the Pine Strawberry Water Improvement District and instruct the Clerk of the Board of Supervisors to re-record Resolution No. 16-08-02 with revised Exhibit A.

Don McDaniel, County Manager, stated that this meeting is an opportunity to correct Exhibit A to Resolution 16-08-02 as stated above. He then provided history of this item and stated that on May 31, 2016, the manager of the Pine Strawberry Water Improvement District (PSWID) provided the County Finance Department with the PSWID's preliminary budget. The tax levy and tax rate were calculated based on said preliminary budget, which was subsequently adopted by the Board on August 15, 2016. On July 5, 2016, the Chairman of the PSWID Board of Directors provided the County Finance Department with their adopted budget; the County acknowledged receipt of the new information. On September 27, 2016, the PSWID notified the County that the adopted property tax levy and tax rate were incorrect. The PSWID was offered the option of leaving the tax levy

and tax rate as adopted this year and making up the difference by reducing the tax levy and tax rate next year. Given the fact that the PSWID governing board had gone to great lengths to make its entire budget process transparent this year and had held several public meetings to discuss the matter, it did not feel comfortable leaving the tax levy and tax rate at a higher amount than was discussed and adopted in their meetings. County staff is in agreement with the PSWID governing board that the revised tax levy and tax rate as reflected on the revised Exhibit A to Resolution No. 16-08-02 should be adopted by the Board of Supervisors and that Resolution No. 16-08-02 should be re-recorded with the revised Exhibit A. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved revised Exhibit A (Net Assessed Valuations-Tax Levies and Tax Rates) to Resolution No. 16-08-02, which reflects the correction of the levy from \$865,000 to \$691,200 and the tax rate from \$1.7496 to 1.3981 for the Pine Strawberry Water Improvement District and instructed the Clerk of the Board of Supervisors to re-record Resolution No. 16-08-02 with revised Exhibit A.

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 and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 9:12 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

**BOARD OF EQUALIZATION MINUTES
GILA COUNTY, ARIZONA**

Date: October 4, 2016

MICHAEL A. PASTOR
Chairman

MARIAN E. SHEPPARD
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Marian E. Sheppard
Clerk of the Board

JOHN D. MARCANTI
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Marian E. Sheppard, Clerk of the Board; Laurie J. Kline, Deputy Clerk; Deborah Hughes, Assessor; C. Lynn Mata, Chief Appraiser

Item 1 – CALL TO ORDER – PLEDGE OF ALLEGIANCE

Chairman Pastor called this meeting to order at 1:30 p.m. Laurie Kline led the Pledge of Allegiance.

Item 2 – AGENDA ITEMS:

A. Information/Discussion/Action to consider a Petition for Review of Real Property Values for tax parcel number 202-03-001E that was submitted by Ann Garlinghouse on behalf of Timothy M. Garlinghouse for tax year 2017.

Chairman Pastor called on Ms. Garlinghouse to present her appeal. The written documentation provided to the Board of Equalization (BOE) by Ms. Garlinghouse lists the basis for presenting this appeal, as follows: extreme limited property use; solid granite and diabase (granite) covered; no water, improvements or additional upgrades; and, not comparable to surrounding properties (parcel numbers 202-03-001C, 202-03-001J, 202-03-001H, and 202-03-001G).

Ms. Garlinghouse advised that she owns this property with her son, Timothy M. Garlinghouse. She stated that the subject property is located on Highway 288 towards Young, Arizona; the land is vacant and it has a rugged and steep terrain totaling approximately 17.5 acres. Ms. Garlinghouse stated, “The majority of this is wonderful if you are a mountain goat because there is no flat area on this section of ground.” The full cash value (FCV) shown on the Notice

of Value for the subject property was initially \$83,213 for tax year 2017; however, after Ms. Garlinghouse appealed that value to the Assessor, it was thereafter reduced to \$36,750. Ms. Garlinghouse stated that the value has not been reduced enough due to the limited uses for the subject property because it is comprised of a steep and rugged terrain. She proceeded to review the values for properties that surround the subject property. She noted that the FCV for parcel number 202-03-001H is \$36,115, which has 100% of useable land, plus it contains an orchard, mobile home (which Ms. Garlinghouse acknowledged that the mobile home was not included in the valuation), a metal building valued at \$60,000, a solar well, and a septic system. Supervisor Marcanti questioned if the subject property has water or power to which Ms. Garlinghouse replied that it does not have water or power.

At the conclusion of Ms. Garlinghouse's presentation, Chairman Pastor called on C. Lynn Mata, Chief Appraiser, to address the BOE. Ms. Mata referred to an aerial map of the subject area that was displayed on an overhead screen.

Ms. Mata affirmed that when Ms. Garlinghouse initially appealed the FCV of the subject property in the amount of \$83,213, the Assessor's Office did an adjustment to \$36,750 or \$1,875 per acre. She referred to parcel number 202-03-001D, which is located directly north of the subject property on the same side of Highway 288 and stated that it is most comparable to the subject property. She advised that -001D is also valued at \$1,875 per acre. She also referenced the properties that are directly across the highway from the subject property, which have been developed somewhat for habitation so that is the reason they are valued higher at \$2,500 per acre. Later in the conversation, Ms. Mata added that when the FCV value was adjusted for the subject property, the FCV of the surrounding properties were also adjusted for equity for the upcoming 2018 Notice of Value.

At this time there was considerable discussion on each of the comparable properties that were provided by Ms. Garlinghouse and those provided by the Assessor's Office. During Ms. Mata's presentation, she stated that the subject property backs up to the Tonto National Forest and that the subject property has mature trees, vegetation and wildlife indigenous to the area. She stated that the subject property can be developed for habitation with the proper home design and engineering techniques used for so much of Gila County's beautiful and desirable forest developed areas. Ms. Garlinghouse disagreed that there are mature trees and vegetation at present on these properties due to a fire that occurred in June 2016, and named the Juniper Fire. She also added that it would be very costly to build any home or structure on this property due to the terrain. Ms. Mata commented that the Juniper Fire would not be discussed at this time; however, she anticipates further adjustments will be made to the values of the subject property and surrounding properties for tax year 2018 due to the damage caused by fire. Ms. Garlinghouse was in disagreement regarding a statement from Ms. Mata and also Assessor Deborah

Hughes on how properties are valued. Ms. Garlinghouse acknowledged that she was told that a mobile home on one of the comparable properties was not factored into the property value; however, she said that during a recent visit to the Assessor's Office, she was told that the metal building affixed to one of the comparable properties, septic system and well were included in the property valuation. Ms. Mata stated, "Those are improvements on top of the land" and Ms. Garlinghouse replied, "That is not what you told me before." In concluding her presentation, Ms. Mata stated that she supports the Assessor's opinion of value at \$36,750 or \$1,875 per acre for the subject property.

Vice-Chairman Martin commented that she believes that the subject property and surrounding properties were all valued equitably as the same methodology was used for each property, so she expressed her support of the Assessor's opinion of value. She did state that Ms. Garlinghouse may submit this appeal to the next level, which would be the Arizona Tax Court. Supervisor Marcanti stated that he, too, felt that the property was valued correctly.

Chairman Pastor asked for a motion from the Board at this time. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously upheld the Assessor's opinion of the full cash value of parcel number 202-03-0001E in the amount of \$36,750 for tax year 2017.

B. Information/Discussion/Action to consider a Residential Petition for Review of Valuation for tax parcel number 207-24-040 that was submitted by Joseph L. and Marguerite Elledge for tax year 2017.

Chairman Pastor read aloud this agenda item and stated that it was his understanding that Mr. and Mrs. Elledge withdrew their request for this hearing before the BOE as they had reached an agreement regarding the value of the subject property with the Assessor's Office to which Ms. Mata confirmed that statement was correct. The BOE did not take any action on this agenda item.

Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Equalization on any issue within the jurisdiction of the Board of Equalization. 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 Equalization 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.

There being no further business to come before the Board of Equalization,
Chairman Pastor adjourned the hearing at 2:27 p.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: October 4, 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 Gila 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. Autumn Giles led the Pledge of Allegiance and Pastor Mark Henning of the Payson Living Word Bible Church delivered the invocation.

Item 2 – PRESENTATIONS:

A. Public recognition of four employees for October's "Spotlight on Employees" Program, as follows: Svanna Jafetsdottir, Cynthia Gonzales, M. Sonny Orcasitas and M. Reyes Barajas.

Erica Garcia, Human Resources Assistant Senior, read the Spotlight on Employees nomination form submitted by Scott Buzan, Interim Community Development Division Site Supervisor, for Svanna Jafetsdottir, Community Development Division Environmental Engineering Specialist, which highlighted her excellent customer service and professionalism. Ms. Jafetsdottir has been employed by the County for 18 years. Ms. Garcia then read a group nomination form submitted by Michael Scannell, Deputy County Manager, for Cynthia Gonzales, Custodian Lead, employed by the County for 5 years; Sonny Orcasitas, Building Maintenance Technician, who has been employed by the County for 7 months; and, M. Reyes Barajas, Building Maintenance Technician Senior, who has been employed by the County for 2 years. In an email written by Mr. Scannell to Robert Hickman, Facilities Manager, he expressed appreciation for all of the hard work and dedication exhibited by the three

aforementioned employees and stated that each of these employees approach their assignments with pride and professionalism. Each of the Board members thanked the employees for their professionalism and hard work.

Item 3 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to adopt Proclamation No. 2016-05 proclaiming October 2016 as "Domestic Violence Awareness Month" in Gila County.

Carolyn Gillis, Program Supervisor for the Horizon Domestic Violence Safe Home Program, advised that this is her sixth year appearing before the Board of Supervisors with a request to adopt a proclamation to proclaim October as Domestic Violence Awareness Month in Gila County. October is National Domestic Violence Awareness Month, which provides an excellent opportunity for Gila County to demonstrate its support in ending domestic violence and to support the numerous victims living among us. She stated that she wants to share with the community the effects of what happens with children exposed to domestic violence. Ms. Gillis explained the Clothesline T-shirt Project and had her staff display various T-shirts decorated by mothers and their children, who have been affected by domestic violence. The Gila County Safe Home is a 14-bed facility in an undisclosed location. She provided a summary for the grant period of July 1, 2016, to June 30, 2016 as follows: 50 women and 52 children were served with an average stay of 20 days; there were 2,742 bed nights provided; and, over 5,000 support hours were provided. Horizon Health Services merged with Mountain Health and Wellness resulting in a name change to Horizon Health and Wellness. The safe home now has two vehicles to help transport clients making it possible to provide 9,279 one-way miles; there were 229 hotline calls and information calls. She announced that the "Hats Off" brunch fund-raiser event is scheduled for April 8, 2017, to be held at the Dream Manor Inn. Ms. Gillis added that many of their clients are from the San Carlos Apache Tribe Reservation. Of the 102 women and children served at the safe home, 75 clients were from San Carlos; therefore, a lot of time is concentrated there to help those clients. Ms. Gillis stated that she will be attending the Vanessa Rose "walk-a-thon" in Winkelman on April 15, 2017, and the San Carlos walk on October 5, 2016, and she added that October 20th is "wear purple day." The Board members thanked and expressed appreciation for Ms. Gillis's passion and commitment to assisting and supporting Gila County residents affected by domestic violence. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Proclamation 2016-05. **(A copy of the proclamation is attached to the minutes and permanently on file in the Board of Supervisors' Office.)**

B. Information/Discussion/Action to adopt an Order designating polling places within each election precinct and appointing poll workers and

election board workers for the purpose of conducting the General Election to be held on November 8, 2016.

Eric Mariscal, Elections Director, stated that the list of poll workers provided in this agenda item needed to be adjusted as a result of individuals cancelling and efforts being made to replace them. He stated that he will make adjustments to the poll worker list as they occur and provide the revised information to the Board. The Board held a brief discussion regarding the number of polling places being reduced; training and cross training of poll workers; having County employees prepared to be backup poll workers; possibly paying the poll workers if they work or not; and, new legislation which may eliminate polling places. Jeff Dalton, Deputy Gila County Attorney, Civil Bureau Chief, admonished the Board that its discussion was “straying” away from the listed agenda item topic. Chairman Pastor acknowledged Mr. Dalton’s concern and stated that these items could be discussed at a future Board meeting. He then asked for a motion. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted an Order designating polling places within each election precinct and appointing poll workers and election board workers for the purpose of conducting the General Election to be held on November 8, 2016. **(A copy of the Order is attached to the minutes and permanently on file in the Board of Supervisors’ Office.)**

C. Information/Discussion/Action to approve an Agreement-Economic Development Grant (Agreement No. 090916) between Gila County and the Bullion Plaza Cultural Center & Museum (BPCCM) whereby the County will disburse \$10,000 to the BPCCM that will be used for museum maintenance and improvements; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County.

Don McDaniel, County Manager, stated that on August 2, 2016, the Bullion Plaza Cultural Center & Museum provided its annual report and economic development funding request in the amount of \$10,000 to the Board for future consideration. Agreement No. 090916 will authorize grant funding to BPCCM in the amount of \$10,000. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Agreement No. 090916.

D. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 070816 for the purchase of two (2) new or used full sized regular cab 3/4 ton pickups; award to the lowest, responsible and qualified bidder; and, authorize the Chairman's signature on the award contract for the winning bidder.

Steve Sanders, Public Works Division Director, stated that on August 15, 2016, the Board authorized the advertisement of Invitation for Bids No. 070816

which was advertised in the Arizona Silver Belt on August 24, 2016, and August 31, 2016, with a bid due date of September 7, 2016. There were three bids received which met the bidding criteria and qualifications, and a local vehicle dealership was the successful bidder. These new vehicles will replace vehicles with high mileage that have become too expensive to operate, are inefficient, or are no longer operable. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously awarded a contract for Invitation for Bids No. 070816 to McSpadden Ford, Inc. in the amount of \$48,175.92 and authorized the Chairman's signature on the award contract.

E. Information/Discussion/Action to review all bids submitted for Request for Proposals No. 080116 for WAN and Internet Services; award to Triplet Mountain Communications, Inc. (TMCI); and, authorize the Chairman's signature on the award contract for the winning bidder.

Kelly Riggs, Information Technology Director, provided information that on August 15, 2016, the Board authorized the advertisement of Request for Proposals No. 080116 for WAN (Wide Area Connection) and Internet service. He stated that four qualified bids were received and accepted. Staff believes Triplet Mountain Communications, Inc. would be the best choice of vendor from a fiscal standpoint, and from a products and services standpoint. Approval of said contract would provide increased broadband Internet speeds across all connected Globe County buildings. It would also significantly improve communications between the Public Works, Central Heights and Globe Courthouse facilities. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously awarded a contract for Request for Proposals No. 080116 to Triplet Mountain Communications, Inc., as presented in the agenda item attachment, and authorized the Chairman's signature on the award contract.

F. Information/Discussion/Action to authorize the submission of the Superior Court's Dependency Case Processing Initiative application to the Arizona Supreme Court, Administrative Office of the Courts, to obtain \$18,980 over fiscal years 2016-2017 and 2017-2018 to provide an intensive support function for parents in dependency actions.

Bryan Chambers, Superior Court Division I Judge, (via ITV) in Payson explained that the Superior Court of Gila County has developed a two-year pilot program to expedite permanency in dependency cases that meets the criteria established by the Administrative Office of the Courts, Dependent Children's Services Division. The local pilot program would establish a "Progress Conference" schedule in which a "Progress Facilitator" authorized under A.R.S. 8-846(C), would meet with the parents in dependency actions to discuss an action plan for family reunification and to facilitate contacts with service providers. The Superior Court of Gila County already conducts regular

Report and Review Hearings on a compressed ninety (90) day cycle; the Progress Conferences would occur at forty-five (45) day intervals between the court hearings. The Progress Conferences would offer an informal and educational setting in which to provide additional support to parents. This intensive approach to dependency case management should assist parents, prevent recidivism, and expedite permanency for dependent children. The funding available from the Administrative Office of the Courts, Dependent Children's Services Division, would provide all service and supply costs associated with the program, and there would be no draw upon Gila County's General Fund. Judge Chambers gave kudos to Jonathan Bearup, Superior Court Administrator, who has been working hard to plan the use of this grant money to benefit Gila County. He then introduced Mr. Bearup to speak about the details of the agenda item. Mr. Bearup also stated that the funds received from this grant would be used to expedite permanency in reuniting children with their parents. Under the aforementioned Progress Conference, parents are required to attend informal classes to obtain additional support to work through the case plan requirements and ultimately to achieve successful reunification with their child and/or children. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized the submission of the Superior Court's Dependency Case Processing Initiative application to the Arizona Supreme Court, Administrative Office of the Courts, to obtain \$18,980 over fiscal years 2016-2017 and 2017-2018 to provide an intensive support function for parents in dependency actions.

Item 4 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval of Amendment No. 2 to Contract No. 110514-Janitorial Service for southern Gila County to add the permanent janitorial service for the Copper Building under the existing Jani-Serv, Inc. contract, and increase the contract by \$3,660 for an amended contract amount of \$95,696.86.

B. Acknowledgment of the August 2016 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

C. Acknowledgment of the August 2016 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

D. Acknowledgment of the August 2016 monthly activity report submitted by the Payson Regional Constable's Office.

E. Acknowledgment of the August 2016 monthly activity report submitted by the Clerk of the Superior Court's Office.

F. Acknowledgment of the July 2016 monthly activity report submitted by the Recorder's Office.

G. Acknowledgment of the August 2016 monthly activity report submitted by the Recorder's Office.

H. Approval of the September 6, 2016, and September 20, 2016, Board of Supervisors' meeting minutes.

I. Acknowledgment of the Human Resources reports for the weeks of September 6, 2016, September 13, 2016, September 20, 2016, and September 27, 2016.

SEPTEMBER 6, 2016

DEPARTURES:

1. Mona Newton – Sheriff's Office – Administrative Clerk – 08/29/16 – General Fund – DOH 08/29/16
2. Vanessa Bryce – Sheriff's Office – 911 Dispatcher – 08/29/16 – General Fund – DOH 08/17/15
3. Luetta DuBois – Sheriff's Office – Administrative Clerk (.48) – 09/30/16 – General Fund – DOH 01/01/12

NEW HIRES:

4. Roy Sandoval – School Superintendent's Office – School Superintendent – 09/02/16 – General Fund – Replacing Linda O'Dell
5. Lynn Key – Public Works – Building Maintenance Technician – 09/12/16 – Facilities Management Fund – Replacing Devin Alvarez

END PROBATIONARY PERIOD:

6. Manuel Orcasitas – Public Works – Building Maintenance Technician – 09/14/16 – Facilities Management Fund

DEPARTMENTAL TRANSFERS:

7. Brittany Preston – Sheriff's Office – From 911 Dispatcher – To Civil Clerk – 09/19/16 – General Fund – Replacing Rose Holiday
8. Dennis Roupe Jr – Sheriff's Office – From Deputy Sheriff – To Detention Officer – 08/31/16 – General Fund – Replacing Dennis Roupe Jr
8. Therese Berumen – From Probation – To Community Development – From Administrative Clerk Senior – To Administrative Assistant – 09/12/16 – From Various Funds – To General Fund – FY17 position
10. Robert Mawson – Finance – From Accountant Senior – To Interim Deputy Director of Finance – 07/01/16 – General Fund – Temporary assignment

REQUEST TO POST:

11. School Superintendent's Office – Chief Deputy of School Superintendent's Office – Vacated by Nina Ruiz
12. School Superintendent's Office – Administrative Assistant – Vacated by Susan Williams

SEPTEMBER 13, 2016

DEPARTURES:

1. Shawn Fuller – County Attorney’s Office – Chief Deputy County Attorney – 08/30/16 – General Fund – DOH 01/28/13
2. Josh Beck – Health and Emergency Services – EM/PHEP Manager – 09/03/16 – Public Health Emergency Preparedness (.50)/Population Health Initiative (.50) Funds – DOH 03/10/14

NEW HIRES:

3. Brittany Francis – Health and Emergency Services – Staff Nutritionist – 09/19/16 – Various Funds – Replacing Jasmine Gingras

END PROBATIONARY PERIOD:

4. Felicia Ihrig – Health and Emergency Services – Animal Care Worker – 09/21/16 – Rabies Control Fund
5. Christian Leos – County Attorney’s Office – Legal Secretary – 09/06/16 – General Fund

DEPARTMENTAL TRANSFERS:

6. Duane Dowler – Public Works – From Recycling and Landfill Operations Worker – To Recycling and Landfill Operations Worker Senior – 09/19/16 – Recycling and Landfill Management Fund – Replacing Zachary Navarro

OTHER ACTIONS:

7. Debra Blevins – Health and Emergency Services – Accounting Analyst – 10/03/16 – Various Funds – Change in fund codes
8. Paula Horn – Health and Emergency Services – Deputy Director of Health – 10/03/16 – Various Funds – Change in fund codes

SEPTEMBER 20, 2016

NEW HIRES:

1. Jerrilee Antunes – Payson Justice Court – Justice of the Peace Pro Tem – 09/07/16 – General Fund

END PROBATIONARY PERIOD:

2. Emelle Silvers – Probation – Juvenile Detention Shift Supervisor – 09/28/16 – General Fund
3. Connor Stenson – Probation – Deputy Probation Officer 2 – 09/29/16 – Adult Intensive Probation Supervision Fund
4. Kimberly Zamora – Probation – Deputy Probation Officer 2 – 09/29/16 – Adult Intensive Probation Supervision Fund
5. Nora Palmer – Probation – Juvenile Detention Shift Supervisor – 09/21/16 – General Fund
6. Robert Deck – Probation – Juvenile Detention Officer – 09/21/16 – General Fund
7. Yolanda Spurgeon – Probation – Juvenile Detention Officer – 09/14/16 – General Fund
8. Lynn Dee Trimble – Probation – Probation Fiscal Services Manager – 09/14/16 – General (.70)/Diversion Intake (.30) Funds
9. Melissa Henderson – Assessor’s Office – Mapping Technician – 09/28/16 – General Fund

OTHER ACTIONS:

10. Eric Dawson – Probation – Surveillance Officer – 09/05/16 – From General (.50)/Adult Probation Service Fees (.50) Funds – To General Fund - Change in fund codes

REQUEST TO POST:

12. Public Works – Recycling and Landfill Operations Worker – Vacated by Duane Dowler

SEPTEMBER 27, 2016

DEPARTURES:

1. Robert Mawson – Finance – Interim Deputy Director of Finance – 09/28/16 – General Fund – DOH 02/03/14

NEW HIRES:

2. Brad Soos – County Attorney’s Office – Chief Deputy County Attorney – 10/03/16 – General Fund – Replacing Shawn Fuller

3. Jessica Carbajal – Sheriff’s Office – Administrative Clerk – 09/26/16 – General Fund – Replacing Vanessa Amairia

4. Michelle Chapman – Clerk of Superior Court - Courtroom Clerk Technician – 10/03/16 – General Fund – Replacing Rebecca Guadiana

END PROBATIONARY PERIOD:

5. Stephanie Canizales – Child Support – Child Support Services Supervisor – 10/04/16 – General Fund

6. Eoghan Miller – County Attorney’s Office – Deputy County Attorney – 10/04/16 – General Fund

DEPARTMENTAL TRANSFERS:

7. Jillian Velarde – Clerk of Superior Court – From Court Clerk – To Accounting Clerk Specialist – 10/03/16 – General Fund – Replacing Shirley Lance

8. Dennis Kroger – From Superior Court – To Public Works – From Bailiff (.48) – To Construction Project Manager – 10/10/16 – From General Fund – To Public Works Fund – Replacing Jerry Farr

OTHER ACTIONS:

9. Brittany Preston – Sheriff’s Office – Civil Clerk – 09/19/16 – General Fund – Correcting position control number

10. Tori Wright – Sheriff’s Office – Medical Assistant – 10/17/16 – General Fund – Changing hire date

11. Sylvia Martinez – Finance – From Payroll Specialist – To Accounting Associate – 09/19/16 – General Fund – Finance Department reorganization

12. Lisa Wilckens – Finance – From Accounting Analyst – To Accountant – 09/19/16 – General Fund - Finance Department reorganization

13. Vicki DeAnda – Finance – From Accounting Clerk Senior – To Accounting Associate – 09/19/16 – General Fund - Finance Department reorganization

14. Krystal McWilliams – Finance – From Accounting Clerk Senior – To Accounting Associate – 09/19/16 – General Fund - Finance Department reorganization

15. Betty Hurst – Finance – From Buyer – To Purchasing Agent – 09/19/16 – General Fund - Finance Department reorganization

16. Stephanie Chaidez – Finance – From Buyer – To Purchasing Agent – 09/19/16 – General Fund - Finance Department reorganization

REQUEST TO POST:

17. Probation – Surveillance Officer – Vacated by Marcos Diaz

18. Health and Emergency Services - Temporary Breastfeeding Peer Counselor

19. Superior Court – Bailiff (.48) – Vacated by Dennis Kroeger

20. Finance – Accounting Associate – Vacated by Germain Bohr

21. Finance – Accountant – Vacated by Diana Jones

22. Clerk of Superior Court - Court Clerk – Vacated by Jillian Velarde

J. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of August 15, 2016, through August 19, 2016; and August 22, 2016, through August 26, 2016; and August 29, 2016, through September 2, 2016.

K. Approval of finance reports/demands/transfers for August 29-September 4, 2016, in the amount of \$282,717.48; September 5-11, 2016, in the amount of \$1,966,961.52; September 12-18, 2016, in the amount of \$299,920.95; and, September 19-25, 2016, in the amount of \$1,784,728.91. (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 – 4K.

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.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:09 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: September 27, 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

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. Eric Mariscal led the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion regarding the County Supervisors Association (CSA) 2017 County Legislative Proposals that will be considered at the October 25-27, 2016, CSA Legislative Summit.

Don McDaniel, County Manager, stated that the Board has been given a packet containing 21 County legislative proposals for consideration and provided a summary and recommendation as to the position the Board may consider taking for each proposal.

He added that information in the packet states that CSA will develop policy and advocacy strategies regarding the following priority issues.

- Eliminate the Arizona Department of Juvenile Corrections cost shift.
- Eliminate any shifts from the Highway User Revenue Fund (HURF) to other state agencies and programs and fully fund HURF.
- Eliminate county payments for the housing and treatment of Sexually Violent Persons (SVPs) at the Arizona State Hospital.

- Reestablish the counties' share of the lottery revenues.
- Eliminate the Arizona Department of Revenue cost shift.
- Extend the county 11 "Flexibility Language" to use any source of county revenue, regardless of population, to meet a county fiscal obligation for FY2018

He introduced Jacque Sanders, Assistant County Manager, Librarian, to assist with the presentation of the items and staff recommendations as follows:

[The county that initiated the proposal is in parentheses.]

1. **Decrease Default Speed Limit:** Establish that speeds in excess of 45 miles per hour on unpaved roads are considered unreasonable. (Cochise) Staff recommends supporting the proposal.

2. **Federal Patent Easement Abandonment:** Eliminate the requirement that the county board of supervisors get consent from all affected utilities and a majority of property owners abutting a Federal Patent Easement before abandoning that easement. (Cochise) Staff recommends not supporting the proposal. Vice-Chairman Martin commented that it would be beneficial to be prepared to state in plain language the reason Gila County does not support this proposal or any other future proposals regarding this issue, and discuss the reasons at the CSA Legislative Summit in Flagstaff on October 25-27, 2016.

3. **Public Road Maintenance and Primitive Designation:** Expand the number of roads that are eligible to be declared as "primitive" by a county board to include all those not constructed in accordance with county standards and opened prior to June 13, 1990; allow a county board of supervisors to maintain roads laid out, opened and constructed to adopt county standards regardless of whether or not the road is part of a platted subdivision. (Cochise) Staff recommends supporting the proposal.

4. **County Transfer of Juvenile Parole Function:** Transfers the Arizona Department of Juvenile Corrections parole functions to county probation departments. (Coconino) Staff may be in support of the proposal, but will confer with Steve Lessard, Chief Probation Officer, to determine the financial impact on the County.

5. **Eliminate County Disproportionate Uncompensated Care (DUC) Pool Payments:** Eliminate the county DUC payments to the state. (Coconino) Staff recommends supporting the proposal.

6. **DPS Data Sharing:** Require the Department of Public Safety to share criminal history data with county governments for research. (Coconino) Staff recommends supporting the proposal.

7. **Blighted and Unsafe Property Abatement:** Allow counties to enter into properties that are currently under state control due to unpaid taxes and perform any necessary clean up or demolition to reduce or eliminate the threat to public health and safety, and that the counties be allowed to place a lien on said properties for the amount of any costs incurred. (Gila) Staff recommends supporting the proposal. Chairman Pastor recommended that staff collect some photos showing examples of some of the state-owned blighted properties in the County to share at the CSA Legislative Summit.

8. **Negligent Hikers:** Hikers who become stranded due to cases of gross negligence or poor judgement may be charged for the costs associated with search and rescue missions. If public emergency services are called to rescue a stranded hiker, the cost of those services may be billed to the hiker, plus additional liability. (Gila) Staff recommends supporting the proposal.

9. **Resources for Juvenile Dependency Representation:** Allocate financial resources to the counties to assist with providing mandated attorney services in juvenile dependency matters. (Mohave) Staff recommends supporting the proposal.

10. **Groundwater Task Force:** *Establish a Groundwater Task Force charged with studying and recommending a market-driven management mechanism to sustain statewide hydrological and ecological resources through future land development. (Mohave)*

11. **Local Government Standing on Surface Water Transfers:** *Allow counties to intervene in matters involving the transfer of surface water and surface water rights out of their area. (Mohave)*

12. **ADWR Increased Authority for Groundwater Drilling:** *Allow the Arizona Department of Water Resources the authority to deny a drill card in groundwater areas if it is in the public interest (whether defined under a safe yield, water adequacy, depletion, etc.) (Mohave)*

13. **Local Government Increased Authority for Groundwater Drilling:** *Require that a drill card in groundwater areas be simultaneously submitted to the local government for review and possible concurrence or objection. (Mohave)*

14. **Irrigation Method:** *Allow local government to have control over the method of irrigation used for the cultivation of lands in groundwater areas. (Mohave)*

15. **Water Taxing Revenue:** *Allow local government to consider a water pumping tax in addition to all possible taxing revenue for the development of alternative water supplies. (Mohave)*

Mr. McDaniel stated that items 10-15 all relate to groundwater and water use specific to the Colorado baseline in Mohave. CSA wants to combine these proposals and Mohave County does not want to combine the proposals; consequently, staff has no opinion at this time. Vice-Chairman Martin advised staff to consult with professionals well versed in the area of water rights, such as a water rights attorney and/or experts who can inform and advise the County as to the potential ramifications associated with supporting these proposals before we “weigh in.”

16. **Waste Tire Fund Program:** Extend the Waste Tire Program and the fees and fund associated with the Program from December 31, 2017, to December 31, 2027. (Pinal) Staff recommends supporting the proposal.

17. **Gasoline Tax Ballot Measure:** (Refer to the ballot) an increase in the state gasoline tax to pay for road building and maintenance. (Santa Cruz) Staff has no opinion at this time.

18. **Lease of County Buildings Exemption:** Permit counties to lease or sublease county owned buildings to nonprofit organizations without going to a public auction to seek the highest bid. (Santa Cruz) Staff has no opinion at this time, but may support the proposal.

19. **Property Tax Appeals:** Require a property owner to submit an affidavit of valuation in a specific time frame in order to expedite court proceeding during a property tax appeal case (on properties valued at more than \$4 million, which are not handled in a small claims division of tax court), where the property tax owner is claiming the property tax assessment is inaccurate. (Yavapai) Staff recommends supporting the proposal; however, staff will confer with the County Assessor.

20. **Title 36 Courtroom Technology Accessibility:** Permit telephonic or video conference testimony during a Title 36 hearing (mental health). Currently judges have the option of whether or not to allow it. (Yavapai) Staff recommends supporting the proposal.

21. **IPTA Taxation Authority:** Grant an intergovernmental public transportation authority (IPTA), which has the same boundaries as the county in which it resides, the same authority as a regional transportation authority to levy a one-half cent transportation excise tax if approved by the voters. (Yuma) Staff recommends supporting the proposal.

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 requests to speak 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 and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:29 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-4003

Consent Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 10/18/2016

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 09-09-16; and 09-16-16; and 09-23-16.

Submitted For: Amber Warden,
Accountant
Senior
Submitted By: Betty Hurst, Buyer

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 09-29-09; and 09-16-16; and 09-23-16.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of September 5, 2016 through September 9, 2016; September 12, 2016 through September 16, 2016; and September 19, 2016 through September 23, 2016.

Attachments

Report for County Manager approved contracts
Touch Site License with Spillman Technologies
Arrest Form Site License with Spillman Technologies
IBR-State Specific with Spillman Technologies
Service Agreement No. 082716 with Mike's Custom Auto Body
Mohave Contract M16-13-21
Maintenance Agreement with Thomas Reprographics, Inc.
Service Agreement No. 091316-1 with Access Air Conditioning and Heating, Inc
Service Agreement No 091316 with Burden Electric, LLC
Service Agreement No. 082016-1 with Michelli Measurement Group, LLC
Service Agreement No. 083116-1 with Mountain Retreat Builders
Maintenance Agreement with Konica Minolta Business Solutions
Contract No. MA224 with Cartegraph Systems, Inc.
Service Agreement No. 083116 with Rodriguez Contructions, Inc.

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

September 5, 2016 thru September 9, 2016

| Number/Vendor | Title | Amount | Term | Approved | Renewal Option | Summary |
|---|--|---------------|----------------------|-----------------|-----------------------|--|
| QUO-09313-V8G3W4 Spillman Technologies | Spillman Touch – Site License | \$28,529.00 | 09-07-16 to 09-06-17 | 09-07-16 | Option to renew. | Allows public safety personnel to access records and images, search for date, view dispatch information, and receive call assignments where traditional devices are not practical. |
| QUO-09641-X228M2 Spillman Technologies | Spillman Mobile Arrest Form-Site License | \$19,087.00 | 09-07-16 to 09-06-17 | 09-07-16 | Option to renew. | Mobile Arrest Form can be used to supplement the field reporting process, allowing field personnel to enter arrest information for one or multiple individuals into the Spillman system during the incident reporting process. The module helps to eliminate duplicate data entry by pulling information directly from the field report to complete the arrest form. The software then creates the necessary records to streamline the jail booking process, with printed reports that can be customized to fit jail documentation needs. |
| QUO-08912-N9K3N0 Spillman Technologies | Spillman IBR-State Specific | \$40,920.00 | 09-07-16 to 09-06-17 | 09-07-16 | Option to renew | NIBRS adheres to the National Incident – Based Reporting System (NIBRS) and meets FBI standards. The NIBRS module is a separate database that works in conjunction with the Spillman database. One can easily transfer law incident and arrest information from the Spillman database to the NIBRS database. This transfer of information helps eliminate duplicate data entry. After the transfer of incident and arrest information from the Spillman database, one can enter additional information in the NIBRS database and then submit the crime reports to the National IBR repository. |

September 5, 2016 thru September 9, 2016

| Number/Vendor | Title | Amount | Term | Approved | Renewal Option | Summary |
|--------------------------------------|--|-------------|----------------------|----------|----------------|---|
| 083116 Rodriguez Constructions | Major Rehabilitation Project HH#10746 | \$11,000.00 | 09-07-16 to 06-30-17 | 09-07-16 | Expires | The purpose of this Major Rehabilitation contract is, but not limited to, tear off existing roof and install new roof, install knee wall, remove and replace carport roof, stucco, install wood siding, paint house exterior, do electric repairs, repair hot water heater, install new vinyl replacement window, install prehung exterior door, repair wood beam, remove dormer, replace fascia, box the eaves, install two prehung interior doors, replace attic access door, and install carpet. |
| 82716 Mike's Custom Auto Body | Repair of Vehicles B-231 and A-4 | \$1,186.68 | 09-07-16 to 11-06-16 | 09-07-16 | Expires | Repair of Vehicle B-231 and Vehicle A-4, by an off-site body shop. |

September 12, 2016 thru September 16, 2016

| Number/Vendor | Title | Amount | Term | Approved | Renewal Option | Summary |
|---|--|-------------|----------------------|----------|-----------------|---|
| Mohave Contract #M16- 13-21 Sunland Asphalt | Extend the term of the Contract through October 31, 2016 | \$15,000.00 | 09-07-16 to 10-31-16 | 09-14-16 | Expires | Due to the 30 days needed to cure before chip seal can be done, it is necessary to extend the contract term. Amendment No. 1 will serve to extend the term of the contract to October 31, 2016. Fairgrounds road is quickly deteriorating before the curve and needs a major repair before further damages cause an unsafe road. |
| Thomas Reprographics, Inc. | Maintenance Agreement | \$1,680.00 | 09-01-16 to 08-31-17 | 09-14-16 | Option to renew | Renewal of the 1 year maintenance agreement for the Public Works and Community Development OCE Plotwave 3000 printer. Agreement includes all travel, labor, parts and preventative maintenance. |

September 19, 2016 thru September 23, 2016

| Number/Vendor | Title | Amount | Term | Approved | Renewal Option | Summary |
|--|---|-------------|----------------------|----------|-----------------|--|
| 091316-1 Access Air Conditioning & Heating, Inc. | URRD Contract HH#3888 | \$440.00 | 09-21-16 to 06-30-17 | 09-21-16 | Expires | The purpose of this URRD Contract for HH#3888 is, but not limited to, replacing the thermostat, the board, and cost of labor. |
| 091316 Burden Electric, LLC | URRD Project HH#10763 | \$2,850.00 | 09-21-16 to 06-30-17 | 09-21-16 | Expires | The purpose of this URRD contract is to supply and install box, romex, and covers in attic, found and removed open splices, supply and install of GFI receptacles in bathroom kitchen, outside, and supply and installation of conduit and wire for one outside GFI. |
| 082016-1 Michelli Measurement Group | Weigh Scale Service & Repair at Gila County Owned Landfills | \$5,000.00 | 09-07-16 to 09-06-17 | 09-21-16 | Option to renew | Annual scale calibration for each landfill and/or emergency repair of commercial scales at the Buckhead Mesa Landfill north of Payson or Russell Gulch Landfill on Hope Lane in Globe. |
| 083116-1 Mountain Retreat Builders | URRD Contract HH#7353 | \$325.00 | 09-21-16 to 06-30-17 | 09-21-16 | Expires | The purpose of this Weatherization Project is, but not limited to, install a new security door. |
| 15i-KMBS-0128 Konica Minolta Business Solutions | Service & Maintenance Agreement BizHub C258 | \$327.60 | 09-21-16 to 06-30-17 | 09-21-16 | Option to renew | Service and maintenance agreement for new copier for the Star Valley Shop area. S/N A7R0011002756. Maintenance includes all supplies (except paper), toner, parts, labor and service calls per Mohave contract 15i-KMBS-0128. |
| MA-224 Cartegraph Systems, Inc | Engineering Services | \$40,832.21 | 09-24-16 to 09-23-17 | 09-21-16 | Option to renew | Upgrade to browser version of software for increased data entry speed and ease of use for departments. Cartegraph is the record keeper for all road signage and maintenance. This allows easy reporting for management and audit purposes. |



Quote and Purchase Addendum

Quoted Date: August 15, 2016 Quote Number: QUO-09313-V8G3W4
September 30, 2016

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency’s single point of contact. This individual will coordinate Spillman’s expert installation and training staff as needed to ensure a smooth upgrade transition.

Included in Quote

- Spillman Touch - Site License

Package Quote
\$28,529

Sales Tax Included
Gila County SO Only
Web Training Included

Future Maintenance

- 2nd-year maintenance charges will begin 12 months from the date of go-live.
- Future maintenance is estimated for your planning purposes and is not included in this purchase.

2nd-year Maintenance Total: \$2,934

The Customer’s signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Gila County Sheriff

Customer Name

Authorized Signature

Don E. McDaniel, Jr., County Manager

Print Name and Title

09-07-16
Date



Quote and Purchase Addendum

Quoted Date: August 15, 2016 Quote Number: QUO-09641-X2Z8M2
September 30, 2016

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff as needed to ensure a smooth upgrade transition.

Included in Quote

- Mobile Arrest Form - Site License

Package Quote
\$19,087

\$1,480 Sales Tax Included
20% Discount Included

Future Maintenance

- 2nd-year maintenance charges will begin 12 months from the date of go-live.
- Future maintenance is estimated for your planning purposes and is not included in this purchase.

2nd-year Maintenance Total: \$2,242

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Gila County Sheriff

Customer Name


Authorized Signature

09-07-16
Date

Don E. McDaniel, Jr, County Manager
Print Name and Title



Quote and Purchase Addendum

Quoted Date: August 15, 2016 Quote Number: QUO-08912-N9K3N0
Quote Expiration Date: September 30, 2016 Prepared By: Troy Archer

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff as needed to ensure a smooth upgrade transition.

Included in Quote

- IBR - State Specific

Package Quote
\$40,920

Sales Tax Included
Onsite Training Included

Users Group Discount Included

If Needed Users Group Package Includes Payment Terms Extended through August 2017

Future Maintenance

- 2nd-year maintenance charges will begin 12 months from the date of go-live.
- Future maintenance is estimated for your planning purposes and is not included in this purchase.

2nd-year Maintenance Total: \$4,429

Host Agency:

Gila County Sheriff

Shared Agencies:

Globe Police Department
Hayden Police Department



Quote and Purchase Addendum

Quoted Date: August 15, 2016 Quote Number: QUO-08912-N9K3N0
Quote Expiration Date: September 30, 2016 Prepared By: Troy Archer

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Gila County Sheriff

Customer Name

09-07-16
Date



Authorized Signature

Don E. McDaniel, Jr., County Manager
Print Name and Title

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

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

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



GILA COUNTY
www.gilacountyaz.gov

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

Teresa Williams, Interim Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 082716
BODY WORK FOR FLEET VEHICLES B-231 AND A-4
FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 7th day of September, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mike's Custom Auto Body, 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 Management** 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 082716** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 082716** 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 082716**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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 |

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

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 bhurst@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 7 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 – 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 9 – 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 10 – 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

ARTICLE 11 – 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 12– 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 13 – 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 14 – 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 15– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for sixty days from signing.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$1,186.68 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

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. 082716 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

MIKE'S CUSTOM AUTO BODY



Don E. McDaniel Jr., County Manager



Signature

Date: 9/7/16

MIKE ASKANAN

Print Name

MIKE'S CUSTOM AUTO BODY

Federal Tax ID: 27-0364276
 1008 S STOVER RD
 Payson, AZ 85541
 Phone #: (928) 474-1008
 Cell Phone: (602) 989-1269
 E-Mail: automike1008@hotmail.com

Customer No: 1753
 Report No: 1619
 Claim #:
 Assign No:

Estimate

8/3/2016

Vehicle Information

2006 Chev-GMC Truck Trailblazer
 Style:
 Color:
 Color Code:
 Production Date: / 0
 License: State: AZ
 VIN: 1GN0T13S162359874
 Miles In: 0
 Miles Out: 0
 Condition:
 Estimator: MIKE
 Date Assigned: 8/3/2016

Owner - Gila County, *File # B-231*

5320 E Highway 260
 Payson, AZ 85541
 Home Phone: (928) 951-3705
 Fax #: (928) 468-2869
 Fax #: (928) -
Insured -
 Home Phone: (928) -
 Work Phone: (928) -
 Fax #: (928) -
 Date of Loss: 8/3/2016

Accident Location

Phone #1: -
 Phone #2: -
Claimant -
 Home Phone: (928) -
 Work Phone: (928) -
 Fax #: (928) -
 Date of Inspection: 8/3/2016

| Description of Work | Part Number | Price | Labor | Paint | Other |
|--|-------------|------------|----------|-------|-------|
| FRONT BUMPER. CHEVROLET. W/O S - BUMPER & COMPONENTS | | | | | |
| * Replace LKQ Front Bumper cover, w/o fog lamp +Clearcoat (1.0) | | \$120.00 * | 1.6 body | 2.6 | 1.0 |
| Sub Totals | | \$120.00 | 1.6 | 3.6 | |

PARTS PRICES ARE SUBJECT TO INVOICE.

HIDDEN DAMAGE MAY ARISE AFTER TEAR DOWN.

THANK YOU FOR LETTING US SERVE YOU

DO NOT WAX FRESH PAINT FOR 6 MONTHS

| | Hours | Rate | Total |
|------------------------|--------|--------------------|-----------------|
| Body Labor | 1.6hrs | \$50.00/hr | \$80.00 |
| Paint Labor | 2.6hrs | \$50.00/hr | \$130.00 |
| Clearcoat Labor | 1.0hrs | \$50.00/hr | \$50.00 |
| LKQ Parts | | | \$120.00 T |
| Paint Supplies | 2.6hrs | \$34.00/hr | \$88.40 T |
| Clearcoat | 1.0hrs | \$34.00/hr | \$34.00 T |
| Tax | | \$242.40 @ 8.7200% | \$21.14 |
| Grand Total | | | \$523.54 |

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Guide used is (DR1GN02). 6/16

* Indicates Estimator's Judgment
 T Indicates Taxed Item

MIKE'S CUSTOM AUTO BODY

Federal Tax ID: 27-0364276
 1008 S STOVER RD
 Payson, AZ 85541
 Phone #: (928) 474-1008
 Cell Phone: (602) 989-1269
 E-Mail: automike1008@hotmail.com

Customer No: 1754
 Report No: 1620
 Claim #:
 Assign No:

Estimate

8/3/2016

| Vehicle Information | Owner - Gila County A-4 | Accident Location |
|-------------------------|----------------------------|------------------------------|
| 2006 Ford FREESTAR | Payson, AZ 85541 | |
| Style: 4D WGN SE | Home Phone: (928) 951-3705 | |
| Color: | Work Phone: (928) - | Phone #1: - |
| Color Code: | Fax #: (928) - | Phone #2: - |
| Production Date: / 0 | | |
| License: State: AZ | Insured - | Claimant - |
| VIN: 2FMZA51616BA24914 | | |
| Miles In: 0 | | |
| Miles Out: 0 | Home Phone: (928) - | Home Phone: (928) - |
| Condition: | Work Phone: (928) - | Work Phone: (928) - |
| Estimator: MIKE | Fax #: (928) - | Fax #: (928) - |
| Date Assigned: 8/3/2016 | Date of Loss: 8/3/2016 | Date of Inspection: 8/3/2016 |

| Description of Work | Part Number | Price | Labor | Paint | Other |
|--|-------------|------------|----------|-------|-------|
| REAR BUMPER - BUMPER & COMPONENTS | | | | | |
| * Replace LKQ Rear Bumper cover, base, S, smooth +Clearcoat (1.1) | | \$260.00 * | 1.0 body | 2.7* | 1.1 |
| Sub Totals | | \$260.00 | 1.0 | 3.8 | |

PARTS PRICES ARE SUBJECT TO INVOICE.

HIDDEN DAMAGE MAY ARISE AFTER TEAR DOWN.

THANK YOU FOR LETTING US SERVE YOU

DO NOT WAX FRESH PAINT FOR 6 MONTHS

| | Hours | Rate | Total |
|--------------------|--------|--------------------|-----------------|
| Body Labor | 1.0hrs | \$50.00/hr | \$50.00 |
| Paint Labor | 2.7hrs | \$50.00/hr | \$135.00 |
| Clearcoat Labor | 1.1hrs | \$50.00/hr | \$55.00 |
| LKQ Parts | | | \$260.00 T* |
| Paint Supplies | 2.7hrs | \$34.00/hr | \$91.80 T* |
| Clearcoat | 1.1hrs | \$34.00/hr | \$37.40 T |
| Tax | | \$389.20 @ 8.7200% | \$33.94 |
| Grand Total | | | \$663.14 |

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Guide used is (DE2MT04). 4/16

* Indicates Estimator's Judgment
 T Indicates Taxed Item

EXECUTIVE SUMMARY FORM

Contract Name: Fairgrounds Road Repair & Chip Seal Contract No.: IFB #M16-13-21 Mohave Contract No. IFB #M16-13-21

Statement of Purpose and Need: Due to the 30 days needed to cure before chip seal can be done, it is necessary to extend the contract term. **Amendment No. 1** will serve to extend the term of the contract to October 31, 2016. Fairgrounds road is quickly deteriorating before the curve and needs a major repair before further damages cause an unsafe road.

Contract End Date: 09-07-16 to 10-31-16

Renewal Option: Yes No

Maximum Dollar Limit: N/A

Contract Information

Firm Name: Sunland Asphalt Contact Person: Chance Cherry
Address: 3600 S. 7th Ave Phone No: 602-288-5052/602-639-1247
City: Phoenix State: AZ Fax: _____ Email: ccherry@sunlandasphalt.com

Fund: PWHalf Cent Transp Excise Tax/PW/Engineering CIP 1/2 Cent Excise/Non-Specified/Capital Outlay Road infrastructure
Fund Code: 6510.341.526.000.4500.70

Type of Funds: Restricted Grant General Fund Other

Date Sent for Legal Review: _____ Date Returned: _____

Special Notes: Gila County is part of the Mohave Cooperative for cooperative purchasing. By using the Mohave contract with Sunland Asphalt, it will save the County in both time and money for a rate that has already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the Mohave Educational Services Cooperative, Contract No. IFB #M16-13-21 for Fairgrounds Road Repair & Chip Seal approved this 14th day of September, 2016.

Gila County Manager


Don E. McDaniel, JR



Thomas Reprographics, Inc.

Maintenance Agreement

Bill To

Gila County Engineering
1400 E. Ash Street
Globe, Arizona 85501
Jeannie Sgroi 928-402-8612
dsgrui@gilacountyaz.gov

Location

745 N. Rose Mofford Way
Globe, Arizona 85501

| Model # | Serial # | Contract Terms | Rate |
|------------------|-----------------|---|--------------|
| Oce Plotwave 300 | 330200694 | Maintenance Agreement provides all Travel, Labor, Parts and Preventive Maintenance visits. Consumable items such as Media, Toner and Developer are not covered. | 1,680 / Year |
| Allowable Usage | 24,000 LF/ Year | Client agrees to pay Thomas Reprographics .041 per Sq. ft. for usage in excess of the semi-annual usage factor of 12,000 Sq. feet. The excess copy charge is billed semi-annually in arrears. | |
| | | Special Notes: Photoreceptor coverage <u>YES</u> Beginning Meter to be taken Additional Terms and Conditions on page 2. Coverage period 9/1/2016 – 8/31/2017 | |

The equipment listed is to be maintained subject to the terms and conditions on the reverse side.

Acceptance

Customer Name Don E. McDaniel, Jr P.O# _____
 Customer Signature [Signature] Date 9/14/16
 Service Manager [Signature] Date 9/6/2016



TERMS AND CONDITIONS

AGREEMENT

This Agreement covers the equipment described on the face hereof and does not include any equipment or accessories not listed thereon. During the term of this Agreement, specified on face hereof, Thomas Reprographics will maintain the Equipment in good working order in accordance with the terms and conditions set forth.

This Agreement may not be assigned by Customer. Cancellation requires a 30-day written notice and is subject to penalty as set forth in Paragraph 4.

Specifically excluded from this Agreement is the photoreceptor drum and consumable supplies necessary to test or operate equipment covered through this Agreement unless otherwise specified.

All taxes levied or imposed, now or hereafter, by any government authority shall be timely paid by the Customer.

This Agreement provides service for Equipment at the address specified on the face hereof. Customer agrees to be responsible for all costs associated with relocation initiated by Customer.

In the event any equipment is moved to another location, this agreement is subject to an appropriate adjustment in the annual rate and meter charge where applicable.

INVOICE/PAYMENT

Maintenance Agreement charges are made payable in advance as specified on the face hereof. This Agreement will automatically renew on the annual renewal date shown on the face hereof, unless written notice is received 30 days prior to the annual renewal date at Thomas Reprographics, Inc. 4102 N. 24th Street Phoenix, Arizona 85016.

With respect to Equipment subject to associated usage or overage fees, at the end of each period, Customer agrees to provide meter readings to Thomas Reprographics. If meter readings are not provided promptly to Thomas Reprographics, meter charges may be estimated and invoiced accordingly.

Invoices are payable Net 10th Prox.

FULL SERVICE MAINTENANCE

Service as specified in the face hereof, will be provided by Thomas Reprographics or its designated Authorized Dealer during normal business hours. Service at time other than Thomas Reprographics normal business hours shall be furnished at Customer's request on an "If available" basis at the "After Hours," travel and labor rates.

Customer agrees to provide Thomas Reprographics access to the Equipment to perform the Periodical Maintenance Program as specified by Thomas Reprographics.

Thomas Reprographics has the right to install and or remove developer to maintain good copy quality in performance of their Agreement. Developer will be removed in accordance with applicable Periodic Maintenance programs and will be removed from the Customer's premises unless The Customer specifically requests otherwise.

All parts determined to be irreparable by Thomas Reprographics will be replaced under Thomas Reprographics sole judgment. Replaced parts become the property of Thomas Reprographics.

Thomas Reprographics will install improvements designated by the Manufacturer as "Mandatory retrofit" for the equipment.

Equipment upgrades designated as "Optional" by the Manufacturer are not covered by this agreement. Such "Optional" upgrades will be performed at the current prevailing rate.

Customer agrees that Thomas Reprographics will not be required to perform maintenance under this Agreement made necessary due to accident, misuse, abuse, neglect, theft, vandalism electrical power failure, fire, water or other casualty, or to repairs made necessary as a result of service personnel other than Thomas Reprographics or a undesignated authorized dealer, or repeated use of supplies or parts that do not meet the manufactures specifications. Separate charges for repairs or replacement due to the foregoing shall be born by the Customer and performed at Thomas Reprographics prevailing rates.

H Repetitive service resulting from either a failure in replacing or updating recommended supplies which have exceeded their use through damage or normal wear, or the performance of key operator duties as set forth during operator training at time of installation of equipment, will be subject to charge at the current prevailing rates in effect.

I When service work beyond the scope of this Agreement is required, Thomas Reprographics will submit a cost estimate for such service work as authorized by the Customer. A separate invoice will be rendered.

4. BREACH/CANCELLATION

A Thomas Reprographics may cancel this agreement on breach by Customer of any terms and conditions hereon, by written notice to customer ten (10) days in advance.

B In the event of cancellation initiated by Customer, Thomas Reprographics must receive cancellation notice from Customer 30 days in advance.

C Upon termination of this Agreement either by breach or cancellation, Customer shall forfeit all payments made annually in advance plus the linear meter charge for 30 days from the effective date of notice or cancellation. If the specified Agreement on the face hereof is an annual contract with the minimum charge payable monthly in advance, the Customer shall remain liable for the remaining monthly charges until the termination of the contract period as specified on the face hereof plus the linear meter charge for 30 days from the effective date of notice of cancellation.

5. FORCE MAJEURE

A Thomas Reprographics shall not be responsible for failure to render service due to causes beyond its control including, but not limited to: work stoppages, fire, civil disobedience's, riots, rebellions acts of God, and similar occurrences

6. GENERAL PROVISIONS

A Equipment Operators: Customer shall provide specified equipment operators trained to perform key operator duties as set forth during operator training at time of Equipment Installation

B Notices: All notices made pursuant to this Agreement will be effective upon mailing to Thomas Reprographics and the Customer at the addresses on the face hereof.

C Headings: The headings and titles of the agreement are inserted only for convenience and shall not effect the interpretation or construction of any provision.

D Governing Law: The Agreement will be governed by and construed according to the laws of the State of Arizona

7. ENTIRE AGREEMENT

A This Agreement shall become effective only after execution by Customer and Thomas Reprographics in the (place) provided. It is expressly understood that no further form of acceptance, verbal or written, will be valid or binding and that this Agreement shall constitute the entire Agreement between the Customer and Thomas Reprographics with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in Customer's Purchase Orders and any other documents submitted to Thomas Reprographics by Customer or in representations made by Thomas Reprographics, Inc. personnel.

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

Teresa Williams, Interim Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 091316-1

URRD PROJECT HH#3888

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 21st day of September, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Access Air Conditioning and Heating, Inc., of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 091316-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 091316-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this **Service Agreement** conflict with the **Terms and Conditions of Attachment "A" to Service Agreement 091316-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. **Automobile Liability**

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

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

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

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

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

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

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@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 – ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

ARTICLE 7 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor’s obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor’s warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor’s sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County’s requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15– TERM: The Contract commences on September 27, 2016 and remains in effect through June 30, 2017.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$440.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. 091316-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

ACCESS AIR CONDITIONING AND HEATING, INC.



Don E. McDaniel Jr., County Manager



Signature

Date: 9/21/10

DOMINGO MARTINEZ

Print Name

378356

Invoice

SOLD TO H.H.I. 3088 SHIP TO _____
 ADDRESS _____
 CITY, STATE, ZIP _____
 F.O.B. _____ DATE 9-9-16

| | | PRICE | UNIT | AMOUNT |
|--|-------------------------------------|-------|------|--------|
| | * H.P. Not ready | | | |
| | and amount of copy | | | |
| | and other items | | | |
| | 1 TAN (Hypertonic, 24" x 36" x 100) | | | 130 .. |
| | 1 1/2" x 1/2" base | | | 8 .. |
| | 6 26 net - 416 | | 15 | 90 .. |
| | 3 base labor | | 4.5 | 13 .. |
| | NOTE: DCC 1/4" x 8 heavy inc | | | |
| | RUSE Pinal Camp in | | | 440 .. |
| | 6000, A2 8554 | | | |

© 2016 Harris 5810 09-15

CHARGE THIS INVOICE/DEMAND/REGISTRATION/CC**STATEMENT AS FOLLOWS:****URRD**

| | | | |
|------------------|-----------------|------------------|-----------------------------------|
| 2001.171_____ | URRD15_93 06_01 | \$ _____ | URRD Other (can use for anything) |
| 2001.171_4320.81 | URRD15_93 06_02 | \$ <u>440.00</u> | URRD VOUCHERS/INVOICES |

GILA COUNTY

| | | | |
|---------------|-----------------|----------|---------------------|
| 2000.171_____ | HCTY15_91 01_02 | \$ _____ | GILA OTHER/INVOICES |
|---------------|-----------------|----------|---------------------|

PGCSC

| | | | |
|------------------|----------------|----------|---------------------------------|
| 2000.171_4320.81 | PGC15_93 11_02 | \$ _____ | Minor repair – Srs./Cooler Prgm |
|------------------|----------------|----------|---------------------------------|

DOE/WAP

| | | | |
|------------------|----------------|----------|-----------------------------|
| 2000.171_____ | DOE15_93 01_01 | \$ _____ | DOE/WAP Admin |
| 2000.1714340.61 | DOE15_93 01_02 | \$ _____ | DOE/WAP Training |
| 2000.171_4320.84 | DOE15_93 01_03 | \$ _____ | DOE/WAP Home Weatherization |
| 2000.171_4240.10 | DOE15_93 01_03 | \$ _____ | DOE/WAP Travel |
| 2000.171_____ | DOE15_93 01_03 | \$ _____ | DOE/WAP Prgm Operations |
| 2000.171_____ | DOE15_93 01_04 | \$ _____ | DOE/WAP Health & Safety |

LIHEAP/WAP

| | | | |
|---------------|----------------|----------|----------------------------|
| 2000.171_____ | LHP15_93 02_01 | \$ _____ | LIHEAP/WAP Admin |
| 2000.171_____ | LHP15_93 02_03 | \$ _____ | LIHEAP/WAP Prgm Operations |

SWG/WAP

| | | | |
|------------------|----------------|----------|---------------|
| 2000.171_____ | SWG15_93 03_01 | \$ _____ | SWG/WAP Admin |
| 2000.171_4320.85 | SWG15_93 03_04 | \$ _____ | SWG H/S |
| 2000.171_4320.84 | SWG15_93 03_03 | \$ _____ | SWG/WAP |

APS/WAP

| | | | |
|------------------|----------------|----------|--------------|
| 2000.171_4320.84 | APS16_03 04_03 | \$ _____ | APS Vouchers |
|------------------|----------------|----------|--------------|

CDBG 144-11

| | | | |
|------------------|--------------------|----------|--------------------------|
| 2000.171_4240.10 | CDBG12716_07 01_03 | \$ _____ | CDBG Admin/Travel |
| 000.171_4100.10 | CDBG12716_07 01_04 | \$ _____ | CDBG Admin/Office Supply |
| 70.171_4260.10 | CDBG12716_07 01_05 | \$ _____ | CDBG Admin/Legal Ads |

2000.171_4320.72 CDBG12716_07 03_01 \$ _____ CDBG Project 1/Cartensen
2000.171_4320.72 CDBG12716_07 03_02 \$ _____ CDBG Project 2/Songer

DESCRIPTIONS

4320.72 Rehab Grant
4320.81 Utility repair/deposit
4320.84 Home weatherization
4320.85 Emergency repair/H&S
4110.85 Op supply, safety supply (gloves, glasses, overalls, nails, bolts, misc. small items)
4120.30 Small tools, supplies (under \$50, hammers, wrenches, pliers, cameras)
4120.10 Equipment under \$5000 (blower doors, generators, larger office furniture)
4110.60 Vehicle fuel
4260.10 Legal Advertising

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



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

Teresa Williams, Interim Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 091316

URRD PROJECT HH#10763

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 21st day of September, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Burden Electric LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 091316** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 091316** 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 091316**, 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 bhurst@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 – ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

ARTICLE 7 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15– TERM: The Contract commences on September 21, 2016 and remains in effect through June 30, 2017.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$2,850.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. 091316 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: 9/21/16

BURDEN ELECTRIC LLC



Signature

Rodney H Burden
Print Name



ROC 115533 Commercial ROC 115534 Residential Invoice No. 3314 Invoice Date 9/7/16

Burden Electric LLC.
124 West Lane Street
Globe AZ, 85501

| | |
|--|---|
| SUBMITTED TO: Gila County Division of Community Services 5515 S Apache Ave Globe AZ 85501 | ADDRESS OF JOB: HH# 10763 R-408 |
|--|---|

Phone: 928-402-0379
Fax: 928-402-0379 please call ahead
Email: BurdenElectric@aol.com
Cell: 480-747-0064 (Rodney Burden)

PAYMENT IS DUE ON RECEIPT

| | |
|---------|---|
| ITEM #1 | Supply and installation of box, Romex, and covers in attic. |
| ITEM #2 | Found and removed open splices. |
| ITEM #3 | Supply and installation of GFI receptacles in bathroom, kitchen, and outside. |
| ITEM #4 | Supply and installation of conduit and wire for one outside GFI |
| ITEM #5 | |

| MATERIAL LIST: | | Qty. |
|----------------|--|------|
| | | |

All balances not paid within 30 days of final billing date will be subject to a finance charge of 1.5% per month. All collection costs, court and attorney fees will be paid by customer.

| | | | | |
|--|--|--|---------------|-------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | TOTAL: | \$ 2,850.00 |

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

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
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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. 082016-1
WEIGH SCALE SERVICE & REPAIR AT GILA COUNTY OWNED LANDFILLS
LANDFILL MANAGEMENT

THIS AGREEMENT, made and entered into this 21st day of September, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Michelli Measurement Group, LLC, of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Landfill Management** 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 082016-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 082016-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 082016-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

1. Commercial General Liability - Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. **Automobile Liability**

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

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

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

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

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

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

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed 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 – ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393-01. Violation of this certification by Agency may result in action by County up to and including termination of this Agreement.

ARTICLE 7 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15– 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 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$5,000.00, if requested or required, during the term of the 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. 082016-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 9/24/16

MICHELLI MEASUREMENT GROUP, LLC



Signature

Trevor Fawbush

Print Name

Sales, Service and Repair



Michelli Measurement Group Service Agreement

Dear Sharon Winters

Thank you for giving Michelli Measurement Group the opportunity to quote for the service of your weighing equipment. We are dedicated to making sure we provide the best service possible with hopes to exceed your expectations. The following is per our conversation in regards to a new **non-binding service agreement**.

This Contract Will Cover The Following Equipment:

Your agreement will provide you with the following:

1. 24 hour technical hotline
2. Scale calibrations completed every _____ days
3. **Preferred Emergency Rates** when calling for repairs: \$ 86 per hour & 199 Travel for Small Truck/ 359 Travel for Test Truck (Good during normal business hours 7am-5pm)
4. After hours and Weekend Rates available upon request.

PM Rates

Flat Rate per Service..... \$500 per location or \$800 if both done in one trip_

Or

Hourly Labor Charge..... _____

Travel Charge..... _____

Regards,
Trevor Fawbush
 General Manager
 Michelli Measurement Group
 Tel: 602.245.0005
 Fax: 602.470.4090
 Email: tfawbush@michellimg.com
 Website: www.michellimg.com

APPROVED BY _____

DATE _____

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



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

Teresa Williams, Interim Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 083116-1

URRD PROJECT #7573

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 21st day of September, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 083116-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 083116-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 083116-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. **Automobile Liability**

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

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

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

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

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

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

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. 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 – ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393-01. Violation of this certification by Contractor may result in action by County up to and including termination of this Agreement.

ARTICLE 7 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15– TERM: The Contract commences on September 7, 2016 and remains in effect through June 30, 2016.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$325.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. 083116-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

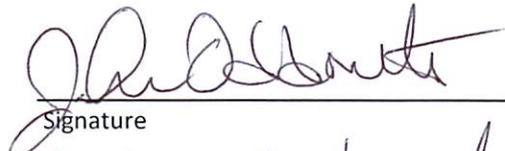
GILA COUNTY



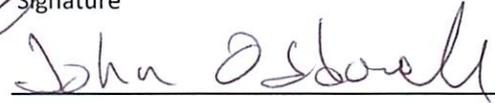
Don E. McDaniel Jr., County Manager

Date: 9/21/16

MOUNTAIN RETREAT BUILDERS LLC



Signature



Print Name

Invoice

Mountain Retreat Builders, LLC.

ROC #170186

745 E. Senita Dr.
 Globe AZ 85502
 Phone 928-606-4674

TO:
 Gila County Community Services Division
 Weatherization Program
 5515 S. Apache Ave. Suite #200
 Globe, AZ 85501
 928-425-7631

FOR: HH#7573

Charge to URRD Funding

| Item # | DESCRIPTION |
|--------|---|
| | <p>Contract Amount \$ 325.00 Install new Securty Door</p> <p style="text-align: right;">TOTAL DUE----- \$ 325.00</p> |

2000.171_4320.81
 URRD16_93 06_02

Mohave Educational Services Cooperative Contract 15M-KMBS-0128

Maintenance Agreement

Customer Information

| | | |
|------------------------------------|-----------------------------|--|
| Sold to Acct #: _____ | Payer/Bill to Acct #: _____ | Ship to Acct #: _____ |
| Name: <u>Gila County</u> | Name: <u>Same</u> | Name: <u>Gila County Star Valley Shop</u> |
| Attn/Dept: <u>Finance</u> | Attn/Dept: _____ | Attn/Dept: <u>Engineering</u> |
| Ste/Rm: _____ | Ste/Rm: _____ | Ste/Rm: <u>Shop</u> |
| Address: <u>1400 E. Ash Street</u> | Address: _____ | Address: <u>5320 E. Highway 260 - MP 257</u> |
| City: <u>Globe</u> | City: _____ | City: <u>Star valley</u> |
| State: <u>AZ</u> Zip: <u>85501</u> | State: _____ Zip: _____ | State: <u>AZ</u> Zip: <u>85541</u> |

Tax Exempt Customer? Yes No Tax Exemption Number: _____ Tax Exemption Certificate must be attached when applicable.

PO Required? Yes No PO Number: _____ PO Expiration Date: _____ PO must be attached when applicable.

Individual PO Blanket PO PO Contact: Stephanie Chaidez Email: schaidez@gilacountyaz.gov Ph: 928-402-8897

Fleet Manager? Yes No Name: _____ Email: _____ Ph: _____

Coverage / Billing Options

Coverage: Supply Inclusive Staples Included

Initial Term in Months: 60

Flat Rate Frequency: Monthly Quarterly Annually

Meter Frequency: Monthly Quarterly Annually

Effective Date: On Install Date: 8/31/2016

Billing Day: Selected by KMBS Preferred Day: _____ (29th, 30th, and 31st are not an available selection)

Maintenance Pricing

| MFP | | | | | | | Internal Use | | | |
|------|-------------------|---------------|-------|------------------------|----------------------|-----------------------|--------------|-------|-----------|------------|
| Item | Model Description | Serial Number | Type | Monthly Minimum Volume | Monthly Flat Rate \$ | Cost Per Copy Rate \$ | Start Meter | MA #: | Sub Fleet | Price Plan |
| 1 | BHC 258 | A7R0011002756 | Color | | | 0.05020 | | | | |
| | | | B/W | | 527.30 | | | | | |
| 2 | | | Color | | | | | | | |
| | | | B/W | | | | | | | |
| 3 | | | Color | | | | | | | |
| | | | B/W | | | | | | | |
| 4 | | | Color | | | | | | | |
| | | | B/W | | | | | | | |
| 5 | | | Color | | | | | | | |
| | | | B/W | | | | | | | |
| 6 | | | Color | | | | | | | |
| | | | B/W | | | | | | | |

Additional Equipment on Schedule B

Comments

90 Day warranty through 8/31/16. PO can be issued on or before 8/31/16. Will need a meter read on or around 8/31/16

This agreement incorporates Schedule A-1 KMBS Modified Standard Maintenance Terms and Conditions for Mohave Educational Services Cooperative (MESCC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.

| | |
|---|---|
| Customer Name: <u>Don E. McDaniel, Jr.</u> <small>Please Print</small> | KMBS Representative: <u>Chip ryan</u> |
| Customer Title: <u>County Manager</u> | KMBS Manager Name: <u>Dan Rafferty</u> <small>Please Print</small> |
| Customer Signature: <u>[Signature]</u> Date: <u>9/24/16</u> | KMBS Manager Signature: <u>[Signature]</u> Date: <u>06/22/16</u> |

For Internal Use

| |
|--|
| Maintenance: <input type="checkbox"/> with Equipment Order <input checked="" type="checkbox"/> Maintenance Only <input checked="" type="checkbox"/> Billed by KMBS <input type="checkbox"/> Billed by Lease Company <input type="checkbox"/> Dealer Serviced |
| Sales Rep Number: <u>9416847</u> Sales Rep Name: <u>Chip Ryan</u> Sales Rep Email Address: <u>chip.ryan@kmb.konicaminolta.us</u> Sales District: <u>94109</u> |
| Order Taking: <u>9416847</u> Servicing: <u>9416847</u> <input type="checkbox"/> Branch <input checked="" type="checkbox"/> Windsor |

| | | | | |
|-------------------------------|---|-------------|--------|-----------|
| A4MMWY1 | SC-508 Security Kit (Copy Guard/Password Protect) | \$ 1,225.00 | 70.48% | \$ 361.62 |
| 7640013463 | CS-1 Convenience Stapler | \$ 316.94 | 68.51% | \$ 99.81 |
| A4NMWY1 | MK-735 Mount Kit (IC Card Internal Mount Kit) | \$ 60.00 | 63.60% | \$ 21.84 |
| A4MEWY2 | MK-730 Mount Kit (Banner paper guide) | \$ 846.00 | 70.80% | \$ 247.03 |
| A161192000 | Stylus Pen for INFO-Palette Series | \$ 30.00 | 33.33% | \$ 20.00 |
| A87EWY1 | UK-212 Upgrade Kit (Provides Wireless LAN) | \$ 260.00 | 62.31% | \$ 97.99 |
| PROFESSIONAL SERVICES: | | | | |
| 7640015657 | bizhub SECURE | \$ 250.00 | 0.00% | \$ 250.00 |

Maintenance Plans

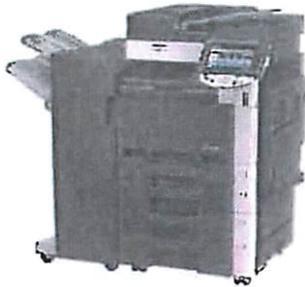
These maintenance plans are available beyond the standard manufacturer's warranty. All repairs are made on-site. The cost per copy basis, or other fee structure, is available, quarterly, semi-annually, or annually. All repairs are made on-site. The cost per copy basis and flat fee rates by month, quarter, semi-annually, and annually are available.

| Basis of Plan | Description (Include details as to what supplies, if any, are covered) | MSRP \$ | % Discount | Mohave \$ |
|-------------------------------|---|------------|------------|--------------|
| Cost Per Copy | Color | \$ 0.12000 | 58.17% | \$ 0.05020 ✓ |
| | Black & White | \$ 0.02000 | 53.00% | \$ 0.00940 |
| Monthly - Flat Fee | all inclusive - all supplies included (excluding paper) | | | |
| | color CPC not included in flat rate: .0502 | \$ 73.50 | 62.86% | \$ 27.30 ✓ |
| Quarterly - Flat Fee | all inclusive - all supplies included (excluding paper) | | | |
| | color CPC not included in flat rate: .0502 | \$ 220.50 | 62.86% | \$ 81.90 |
| Semi-Annual - Flat Fee | all inclusive - all supplies included (excluding paper) | | | |
| | color CPC not included in flat rate: .0502 | \$ 441.00 | 62.86% | \$ 163.80 |
| Annual - Flat Fee | all inclusive - all supplies included (excluding paper) | | | |
| | color CPC not included in flat rate: .0502 | \$ 882.00 | 62.86% | \$ 327.60 |

Gila County

Stephanie Chaidez

Bizhub C258
(shown with optional finisher)
Copier/Printer/Scanner



Standard Features and Configuration:

- ◆ 25 Prints/Copies Per Minute
- ◆ 160 OPM Scanning Speed - Scan BW and Color
- ◆ Automatic Reversing Dual Scanner Document Feeder
- ◆ 80,000 Page Per Month Maximum Duty Cycle
- ◆ 3rd Gen. Simitri Toner For Fine Detail, More Legible Text
- ◆ Emperon Print System with PS/PCL Emulation
- ◆ Windows Vista Functionality w/32-Bit/64-Bit Drivers
- ◆ Sleek Dark Cabinet Design, Small Footprint
- ◆ Flexible Scanning to Email, FTP, SMB (Desktop)
- ◆ Scan to HDD on Optional 250 GB Hard Disk Drive
- ◆ IP Address Fax, PC Faxing, Internet Fax - option
- ◆ ISO 15408 Certification, Enhanced Security Protection
- ◆ 6,650 Sheet Maximum Paper Capacity
- ★ **Bizhub Security Features - HDD Encryption, Data Overwrite**
Two Universal Paper Drawers - up to 11x17 size

Green Technologies To Save Energy, Reduce Waste

Mohave Contract 15M-KMBS-0128

| | | |
|---------------------------|-------------------|----------|
| BizHub C258 | \$2,066.46 | |
| DK-508 Cabinet | \$79.68 | |
| Power Surge | \$79.00 | |
| Dual Scan Document Feeder | \$577.90 | |
| Fax Board | \$381.13 | |
| PS, PCL, XPS | Inc | |
| Data Overwrite | Inc | |
| HD Encryption | Inc | |
| DK-508 Cabinet | Inc | |
| HD-516 Hard Dr | Inc | |
| Start up supplies | Inc | |
| Total | \$3,184.17 | Purchase |

Additional Options:

| | |
|---------------------------|----------|
| Optional 2/3 Hole Punch: | \$171.70 |
| Optional 3rd & 4th Drawer | \$395.29 |
| Optional Stapler/Finisher | \$611.92 |

Service and Supply Program

- ▶ Monthly Base Charge: \$27.30 - Includes Unlimited Black & White copies/prints
- ▶ All Color Copies @ \$0.05020
- ▶ Toner, parts, labor, delivery, installation and training are all-inclusive with this plan (excluding paper & staples)
- 2/26/2016

Contact: Chip Ryan
Phone: 602-798-7341



00 10255975

This Agreement is by and between **Cartegraph Systems, Inc.**, an Iowa corporation having its principal place of business at **3600 Digital Drive, Dubuque, Iowa, 52003** ("Cartegraph"), and **Gila County** ("Customer") with an address of **1400 E. Ash Street, Globe, AZ 85501** dated **September 15, 2016**.

This Agreement is intended to serve as the primary controlling agreement between the parties. This Agreement includes the following terms and conditions, as well as all Exhibits and Addendums to this Agreement, Purchase Agreements, and all other future agreements referencing this Agreement which Cartegraph and Customer may execute from time to time for the purchase of Software, Support, Services and Hosting. Collectively these are referred to as "Products". The terms and conditions herein provided shall be controlling as between Cartegraph and Customer unless specifically superseded by an Exhibit to this Agreement, a contemporaneously or subsequently executed Purchase Agreement, or any other contemporaneously or subsequently executed agreement specifically referencing this Agreement.

BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES IN ADDITION TO ANY EXHIBITS AND PURCHASE AGREEMENTS AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

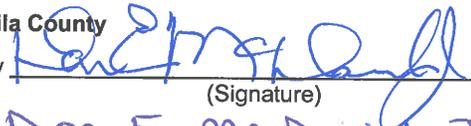
By 
(Signature)

Randy L. Skemp
(Type or print name)

Title Vice President of Sales

Date 9/20/16

Gila County

By 
(Signature)

Don E. McDaniel, Jr.
(Type or print name)

Title County manager

Date 9/22/16

The following are the terms and conditions under which Cartegraph licenses its Software and provides Support, Services and Hosting as listed in the Exhibits and Purchase Agreements referencing this Agreement.

1. Grant of License to Software.

- A. Cartegraph is licensed by third parties ("Third Party Licensors") to sublicense certain third party software products to Customer and to offer services to Customer for these third party software products under this Agreement.
- B. Each Software product, including all data programs or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable form, and including any documentation relating to or describing such Software, such as, but not limited to manuals, online documentation and user instructions, flow charts, database schemas and improvements or updates provided by Cartegraph (collectively "Software"), is furnished to Customer under a personal, non-exclusive, nontransferable limited license solely for Customer's own internal use on Host Computer System (as defined below) and with Customer's Clients.
 - 1. Host Computer Systems, if applicable, are Servers owned or controlled by Cartegraph that Customer may access under this Agreement (the provision of this service is herein referred to as "Hosted" or "Hosting").
 - 2. Servers are personal computers, minicomputers, mainframes, workstations, and terminal devices that interact with Client Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
 - 3. Server Software is a copy of Software residing on a server, multiple servers, or a Host Computer System.
 - 4. Clients are personal computers, minicomputers, mainframes, workstations, mobile devices, and terminal devices that interact with Server Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
 - 5. Client Software is a copy of Software residing on a Client that interacts with Server Software.
 - 6. Data Files are those files which contain data that is input by the Customer during the use of the Software.
- C. Customer agrees that the number of users licensed will be listed in the Purchase Agreement and only that number of users may use the Software at any given time.
 - 1. If Customer has purchased a Per-User License, as indicated in the Purchase Agreement, only a finite number of licenses have been purchased by Customer and only that finite number of users may access and use the Software at any given time. The specific number of licenses purchased shall be identified in the Purchase Agreement.
 - 2. If Customer has purchased an Unlimited License, as indicated in the Purchase Agreement, all employees of Customer are considered to be licensed to access and use the Software at any given time. Such Unlimited License applies only to employees of Customer and does not allow the access or use of the Software by any independent contractors, affiliated entities or organizations, or any other individual, party, or entity that is not an employee of Customer.
- D. Customer agrees the Software license for the Software is limited as follows:
 - 1. Browser Based User – Each browser based user is defined by unique ID and password.
 - 2. For Server Software – one copy of Server Software for each Server or, if Hosted, no copies of Server Software for a Server that is not a Host Computer System.
- E. Customer agrees that this license does not permit Customer to: (1) use the Software for a service bureau application or (2) sublicense the Software.
- F. Except as set forth in this Agreement or as may be permitted in writing by Third Party Licensors, Customer shall not use, provide or otherwise make available the Software or any part or copies thereof to any third party.
- G. Customer shall not, and shall not permit others to:
 - 1. Reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the Software;
 - 2. Modify, translate, adapt, alter, or create derivative works from the Software;
 - 3. Copy, (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Software; or
 - 4. Distribute, sublicense, rent, lease, loan (or grant any third party access to or use of) the Software to any third party.
- H. Customer may make copies of the Client Software for archival purposes. The Server Software may not be copied, in whole or in part.

2. Title to Software and Data Files.

- A. Ownership of the Software, any portions thereof and any modifications, translations, or derivatives thereof, even if unauthorized, remains with Cartegraph or Third Party Licensors, as do all applicable rights in patents, copyrights and trade secrets and any other proprietary rights in the Software. Software provided hereunder is valuable, proprietary and unique, and Customer agrees to be bound by and observe the proprietary nature thereof as provided herein.
- B. Customer acknowledges that unauthorized reproduction, use, or disclosure of the Software or any part thereof may cause irreparable injury to Cartegraph or Third Party Licensors, who may therefore be entitled to injunctive relief to enforce these license restrictions, in addition to any other remedies available at law, in equity, or under this Agreement.
- C. Customer agrees that Cartegraph or Third Party Licensors may audit Customer's Software usage remotely or on-site during Support, Services or Hosting or upon reasonable notice and during standard business hours. Prevention of audit by Customer may be grounds for termination of this Agreement.
- D. Cartegraph agrees that ownership of data in Data Files remains with Customer. However, Customer agrees that Cartegraph may access Data Files and grants Cartegraph a license to use the data for 1) internal business purposes to evaluate the use and operation of the Software, Support, Services or Hosting; and 2) marketing purposes provided that any information shared with third parties is anonymized and/or aggregated so that Customer cannot be identified from the information.

3. License Fees, Support Charges, Services and Hosting Charges.

- A. Customer agrees to pay the license fees for the Software, Support charges, Services charges and Hosting charges as set forth in the Purchase Agreement for each Product.
- B. Cartegraph agrees that the total amount listed in the Purchase Agreement shall be considered the not-to-exceed price for the Software, Support, Services and Hosting included in that Purchase Agreement. Hosting includes 50G of available file storage. If additional storage is required, the Customer can purchase in 50G increments.
- C. Customer agrees that all payments are due 30 days from date of invoice and Customer shall be in default if amounts due have not been received in that time period. Customer's default will constitute sufficient cause for Cartegraph to suspend or terminate the Software license, Support, Services and Hosting under this Agreement.
- D. Customer shall be invoiced for Software, Support, Hosting and hardware upon delivery. Customer shall be invoiced for Services as set forth in the Purchase Agreement.
- E. Customer shall reimburse Cartegraph for reasonable expenses incurred during the provision of Support, Services or Hosting. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. Estimated expenses shall be included in each Purchase Agreement and include the number of trips to customer site. Cartegraph shall not exceed the estimated expenses without written approval from Customer.

4. Delivery and Installation.

A. On-Site Installation

- 1. This subsection "A" regarding On-Site Installation shall apply if Customer elects, as indicated in the Purchase Agreement, to have Software and Products installed on Customer's Servers and Client computers at Customer's facilities ("On-Site") instead of utilizing Cartegraph Hosting Services.
 - a. Execution of a Purchase Agreement by Customer shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Products identified in the Purchase Agreement.
 - b. Delivery of Software and Support shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Software to Customer in a downloadable form. Notification by Cartegraph that Software is available for download shall constitute delivery of Software and Support, regardless of when Customer downloads the Software.
 - c. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
 - d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.
 - e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

B. Hosting

- 1. This subsection "B" regarding Hosting shall apply if Customer elects, as indicated in the Purchase Agreement, to utilize the Hosting services offered by Cartegraph instead of having the Software installed On-Site, as described in the previous subsection.

- a. Execution of a Purchase Agreement shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Software and Services as indicated in the Purchase Agreement.
- b. Delivery of Software, Support, and Hosting shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Server Software to Customer on a Host Computer System. Notification by Cartegraph that Server Software is available for access shall constitute delivery of Server Software, Support and Hosting, regardless of when Customer first accesses the Server Software.
- c. Cartegraph shall be responsible for installation of the Server Software on Cartegraph's Host Computer System. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
- d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.
- e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

2. Hosting Services

- a. Cartegraph will install, and operate Server Software on one or more Host Computer Systems.
- b. Cartegraph will provide all equipment, software and services necessary for the operation, maintenance and support of one or more Host Computer Systems and the Server Software. Cartegraph may contract with third parties for all or part of such equipment, software and services ("Third Party Hosts"). Cartegraph reserves the right to change the configuration of the Host Computer System and the Server Software and to change or delete such equipment or software at any time, but Cartegraph shall make the Software compatible with such change or deletion without additional charge to Customer.
- c. Customer shall have access to and be permitted to use the Server Software via Clients.
- d. Customer shall provide a computing and networking environment that meets the minimum requirements set forth in Cartegraph's published specifications.
- e. Customer shall be responsible for all bandwidth between Host Computer System and Clients and in such amounts as to provide reasonable responsiveness of the system.
- f. Cartegraph shall perform a full back-up of data files on a daily basis. The daily full back-up will be retained for (14) fourteen days and then deleted unless customer contracts for additional days. Cartegraph's hosting services uses RAID 10 which both mirrors the data and stripes across multiple drives creating redundancy. Cartegraph hosting services have dual redundancy with offsite back-up storage and a back-up data centers
- g. The Host Computer System shall be used by Customer only for purposes relating to Customer's own use of the Software. Customer shall have no right to assign any of its rights under this section.
- h. Customer agrees that it shall be bound by the terms and conditions of any agreement between Cartegraph and any Third Party Hosts that relate to the use and operation of Host Computer Systems. Cartegraph will apprise Customer of the terms and conditions of such agreements from time to time.
- i. Cartegraph will take reasonable precautions to guard against unauthorized access to Data Files. However, Cartegraph assumes no responsibility that the Software will be used properly.
- j. Customer shall have the right to receive Data Files within sixty (60) days of termination of any Hosting on the condition that customer has paid all outstanding invoices owed to Cartegraph.

3. Availability of Host Computer System.

- a. If Cartegraph contracts with a Third Party Host to provide Hosting, the service level provided by the Third Party Host shall be the service level provided by Cartegraph to Customer, except as required for Cartegraph to provide Support under this Agreement.
- b. In general, Server Software will be available for use and access by Customer 24 hours a day, 7 days a week, except for scheduled maintenance to take place at commercially reasonable times. Furthermore, if access to the Server Software becomes a problem, then Cartegraph shall provide Support in view of the severity of the problem.
- c. Server Software will be available for use and access by Customer during back-up activities performed by Cartegraph.

5. Support.

- A. Scope of Support. Support includes the response to and resolution of Customer-encountered problems with the Software as reported to Cartegraph by Customer.
 - 1. Resolution of Customer-encountered problems shall, at Cartegraph's option, consist of (1) maintenance provided through telephone, email or remote access; (2) correction of the problem in the Software program; or (3) delivery of bug fixes or workarounds limited to the current or immediate prior Software release.
 - 2. Cartegraph will only support licensed Software located on Servers or Clients. Cartegraph will use commercially reasonable efforts to respond to Customer problems according to the priority level of the problem.
 - 3. Support may also include upgrades to Software.
- B. Support Limitations. Any Support is dependent upon the use by Customer of unmodified Software (except as authorized by Cartegraph) operated in accordance with Cartegraph's documentation. Support specifically excludes the following: (1) Support to a version of Software other than the current or immediate prior release; (2) efforts to restore a release of the Software beyond the current or immediate prior release; (3) efforts to restore a Customer Data File beyond the most recent back-up; and (4) efforts to convert a Customer Data File to another format.

As part of Support, Cartegraph is under no obligation to modify the Software so that the modified Software would depart from Cartegraph's published specifications for the Software.

6. Professional Services.

- A. The professional consulting services and deliverables to be performed or delivered by Cartegraph under this Agreement may include, but are not limited to: consulting, network engineering, systems integration, hardware installation, special studies, pre-installation support, installation of Client Software, installation support, training, custom Software modification, tools/utilities components, programming and documentation, data conversion, application design and development, systems analysis and design, conversions, implementing planning and implementation of the Software (collectively referred to as the "Services").
- B. Services shall only be provided as the result of a Purchase Agreement and any attached statements of work.
- C. Services will be provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard or Central Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

7. Customer's Responsibilities.

- A. Customer is responsible for maintenance and installation of any Clients, common carrier equipment or communication equipment related to the operation of the Software and not furnished by Cartegraph. Before Customer introduces equipment not within Cartegraph's published specification, Cartegraph must approve the additional equipment.
- B. Customer is responsible for charges incurred for communication facilities at Customer's facilities, whether incurred by Customer or by Cartegraph Support representatives while performing Support on the Software.
- C. Customer is responsible for performing Software back-ups in accordance with published documentation.
- D. Customer shall notify Cartegraph of any problem and shall allow Cartegraph reasonable access to the Software for performing Support, Services or Hosting.
- E. Customer shall furnish Cartegraph, at Customer's expense, all technical data and information as may be necessary to furnish Support, Services or Hosting.
- F. Customer shall grant Cartegraph access to Servers and Clients as may be necessary for the adequate delivery of the Support, Services or Hosting.

- 8. **Software Modification.** Cartegraph and Third Party Licensors will not be responsible to Customer for loss of use of the Software or data or for any other liabilities arising from alterations, additions, adjustments or repairs which are made to the Software by Customer or third parties. Cartegraph reserves the right to terminate the Software license, Support, Services or Hosting under this Agreement upon written notice to Customer if any such alteration, addition, adjustment or repair adversely affects Cartegraph's ability to render Support, Services or Hosting.

9. Term.

- A. Unless terminated by Cartegraph in accordance with this Agreement, the term of the Software license, Support and Hosting shall begin upon the execution of a Purchase Agreement and shall continue for the period of time identified in that Purchase Agreement.
- B. Support for any subsequently added components or upgrades shall be either coterminous with the term of Support applicable to the Software initially covered or as otherwise agreed and stated in the Purchase Agreement.
- C. If Customer elects to purchase Services, then Services shall terminate as agreed in the appropriate Purchase Agreement.

- D. Unless otherwise stated in the most recently executed Purchase Agreement, this Agreement and the Purchase Agreement shall automatically renew at the then current rates for a one (1) year term beginning on the first day following the date identified in the Purchase Agreement as the end of the term of this Agreement. Such automatic renewal shall continue after the end of each successive year until a new Purchase Agreement is executed or until Customer or Cartegraph terminate this Agreement as provided for herein.
- E. If this Agreement and the most recently executed Purchase Agreement are automatically renewed under the terms of the previous paragraph "D", there shall be an automatic increase of up to five percent (5%) annually to all prices that were in effect during the immediately previous term.
- F. If Customer wishes not to renew this Agreement, Customer must provide written notice of Customer's intent not to renew this Agreement at least ninety (90) days prior to the end of the term then in effect.
- G. Notwithstanding anything to the contrary in this Section, Support, Services and Hosting shall terminate immediately upon termination of this Agreement.

10. Termination.

- A. Notwithstanding the foregoing, Cartegraph shall have the right to terminate this Agreement if Customer fails to pay any and all required license fees, Support charges, Services charges, Hosting charges or otherwise fails to comply with this Agreement or the terms and conditions of any applicable Third Party Licensor agreement.
- B. Upon expiration of the license term or upon notice of such termination, Customer shall immediately return or destroy the Software and all portions and copies thereof as directed by Cartegraph or Third Party Licensors and, if requested by Cartegraph or Third Party Licensors, shall certify in writing as to the destruction or return of the same.
- C. Any termination of this Agreement shall automatically terminate Support, Services and Hosting provided under any Purchase Agreement or Statements of Work, unless otherwise agreed. All confidentiality and non-disclosure obligations shall survive any such termination.
- D. Customer shall have the right to terminate this Agreement, according to the terms provided herein, by returning or destroying the Software and all portions and copies thereof and certifying in writing as to the destruction or return of the same.
- E. If Customer wishes to terminate this Agreement prior to the end of the term of this Agreement as identified above or in the appropriate Purchase Agreement, Customer must provide Cartegraph with written notice of such intent to terminate at least ninety (90) days prior to such termination. Any such termination by Customer shall subject Customer to the cancellation fee identified below.
- F. If Customer terminates before the date set in the Purchase Agreement, Customer shall pay a cancellation fee equal to 80% of the remainder of licensing fees, Support charges and Hosting charges due under this Agreement. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- G. Provided however, if Customer is a governmental entity and Software, Support, Services or Hosting are not funded for future fiscal years under the appropriate legal budgeting process for such governmental entity, Customer may terminate for future fiscal years with the cancellation fee identified in the previous paragraph reduced from 80% to 20%. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- H. Cartegraph shall have the right to terminate Hosting, if Hosting services are being provided, by giving at least ninety (90) days written notice that Cartegraph cannot meet its obligations of availability of the Host Computer System.
- I. In addition to the right of termination provided to Cartegraph under other sections of this Agreement, Cartegraph shall have the right to terminate the Software license, Support, Services and/or Hosting upon the occurrence of any of the following events:
 - 1. Customer's oldest invoice is ninety (90) days past due. Support hold will be initiated when customer's oldest invoice is thirty (30) days past due or,
 - 2. Subject to applicable law, the appointment of a receiver, trustee in bankruptcy or similar officer for the equity or assets of Customer, or
 - 3. There is an assignment of this Agreement without the prior written consent of Cartegraph.
- J. Termination shall not be Cartegraph's exclusive remedy and termination shall not adversely affect any claim for damages against Customer.

11. Limited Warranty.

- A. Cartegraph warrants that it has the right to sublicense the Software being licensed hereunder pursuant to the terms provided herein.
- B. Cartegraph warrants that the Software will conform to Cartegraph's published specifications until Support ends.

- C. Provided that the Software is used in a manner for which it was designed as set forth in the Software, Cartegraph's sole obligation and liability hereunder for the Software shall be to use reasonable efforts to remedy any substantial non-conformance which is reported to Cartegraph. In the alternative, Cartegraph may refund amounts paid by Customer pursuant to Purchase Agreements for such Software products.
- D. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE LICENSED HEREUNDER.
- E. SUPPORT, SERVICES AND HOSTING SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUPPORT, SERVICES AND HOSTING PROVIDED UNDER THIS AGREEMENT DO NOT ASSURE THE UNINTERRUPTED OPERATION OF THE SOFTWARE.
- F. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THE SOFTWARE LICENSE, SUPPORT OR SERVICES. THE REMEDY SET FORTH IN THIS SECTION IS CARTEGRAPH'S SOLE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN LIEU OF ALL OTHERS, FOR ANY BREACH BY CARTEGRAPH OF ITS SOFTWARE, SUPPORT, SERVICES AND HOSTING WARRANTIES HEREUNDER.

12. Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW:

- A. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF DATA, HOWEVER ARISING, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;
- B. EXCEPT FOR DAMAGES RESULTING FROM BODILY INJURY OR PATENT OR COPYRIGHT INFRINGEMENT, AS DISCUSSED BELOW, IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER UNDER THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER TO CARTEGRAPH DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING CAUSE TO SUCH LIABILITY.
- C. If Cartegraph will provide Support or Services at Customer's location, liability of Cartegraph arising out of bodily injury, shall not in any event exceed the limits of its insurance coverage.

13. Insurance. If Cartegraph will provide Support or Services at Customer's location, Cartegraph will carry commercial general liability insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000 and workers compensation insurance with statutory coverage. Cartegraph agrees to hold harmless and defend Customer and its agents, officials and employees from bodily injury and property damage claims related to or caused by the sole negligence of Cartegraph employees or contractors.

14. U.S. Government Restricted Rights. The Software is commercial software and the Software is provided with restricted rights. Use, duplication or disclosure by the Government is subject to restrictions as set forth in paragraph (c)(1)(ii) of the Rights in Technical Data and Computer Software Clause at DFARS 252.227-7013 of subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

15. Employees and Conflicts of Interest. This Agreement shall not prevent Cartegraph from performing similar services or restrict Cartegraph's use of the employees or contractors provided under this Agreement.

16. Proprietary Rights and Confidential Information of Cartegraph.

- A. Certain information and materials supplied by Cartegraph with the Products, such as, without limitation, deliverables, manuals, diagrams, drawings, plans, flowcharts, software, technical processes and formulae, source codes, product designs, sales, costs and other unpublished financial information, product and business plans, usage rates, relationships, projects and data, are Cartegraph's or Third Party Licensors' confidential or proprietary trade secrets (the "Confidential Information") and Cartegraph furnishes them solely to assist Customer in the installation, operation and use of Software. Customer must not reproduce, copy or disclose such Confidential Information except as is reasonable and necessary to properly use Software. Nothing herein shall restrict Customer from complying with its obligations under any law requiring disclosure, but Customer shall give Cartegraph five days prior notice before any release of Confidential Information.
- B. Customer acknowledges and agrees that Cartegraph or Third Party Licensors shall suffer irreparable injury not compensable by money damages and therefore shall not have an adequate remedy at law in the event of an unauthorized use of proprietary rights or an unauthorized use or disclosure of any Confidential Information in breach of the provisions of this Agreement. Accordingly, Cartegraph or Third Party Licensors shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that Cartegraph or Third Party Licensors may have at law or in equity.

17. Proprietary Information of Customer.

- A. In order to provide Products under this Agreement, Customer may, from time to time, disclose to Cartegraph certain information respecting Customer's technical, financial, statistical and personnel data, (hereinafter "Information"). Any

such Information which is submitted in writing to Cartegraph by the Customer and which is clearly and conspicuously marked as confidential shall be protected by Cartegraph against unauthorized disclosure by using the same degree of care and discretion that Cartegraph uses with similar Information which Cartegraph does not want disclosed to third parties. However, Cartegraph shall not be required to protect Information which (a) is or becomes publicly available, (b) is already in Cartegraph's or its related companies' possession, (c) is independently developed by Cartegraph outside the scope of this Agreement, or (d) is rightfully obtained from third parties. Cartegraph's obligations under this Section shall cease immediately upon return to Customer or destruction by Cartegraph of such Information.

- B. Cartegraph shall not be required to protect any ideas, concepts, know-how, or techniques relating to data, electronic document processing and image processing developed or resulting from the Information or the Services provided under this Agreement.

18. Infringement Indemnification.

- A. Cartegraph or Third Party Licensors will defend any action, suit or proceeding brought against Customer if based on a claim that Products infringe any United States patent or copyright of any third party ("Intellectual Property") provided that Customer promptly notifies Cartegraph or Third Party Licensors immediately and gives Cartegraph or Third Party Licensors full authority, information and assistance for the action's defense. Cartegraph or Third Party Licensors will pay all damages and costs awarded therein against Customer, but shall not be responsible for any compromise made without its consent. Cartegraph or Third Party Licensors may, at any time it is concerned over the possibility of such an infringement, at its option and expense, replace or modify Products so that infringement will not exist. In the alternative, Cartegraph may remove a component of Products involved and refund to Customer the price as depreciated by an equal annual amount over five (5) years.
- B. Cartegraph and Third Party Licensors shall have no liability to Customer if any Intellectual Property infringement or claim thereof is based upon the use of Products in connection or in combination with equipment, devices, or software not supplied by Cartegraph or used in a manner not expressly authorized by this Agreement or in a manner for which Products were not designed, or if the claim of infringement would have been avoided but for Customer's use of software other than the latest, unmodified release of Software made available to Customer by Cartegraph.
- C. Customer shall indemnify and hold Cartegraph and Third Party Licensors harmless from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against Cartegraph or Third Party Licensors so far as it is based on a claim that the use, sale or licensing of any Products delivered hereunder and modified or altered or combined with any products, device, or software not supplied by Cartegraph hereunder constitutes an infringement because of such modification, alteration or combination.

19. Miscellaneous.

- A. Taxes. Customer shall pay all taxes, levies and similar governmental charges, however designated, and all liabilities with respect thereto which may be imposed by any jurisdiction, including, without limitation, customs, privilege, excise, sales, use, value-added and property taxes levied or based on gross revenue or operation of this Agreement, except those taxes based upon Cartegraph's net income.
- B. Relationship of the Parties: Cartegraph and Customer are independent of each other. This Proposal does not and is not intended to create in any way or manner or for any purpose an employee/employer relationship or a principal-agent relationship. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligation due or owed the other, or to accept service of process for the other. Cartegraph is an independent contractor, customarily engaged in the performance of similar services for other parties.
- C. Attorney's Fees/Legal Proceedings: In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals and other relief to which that party may be entitled.
- D. Export. Customer agrees that the Software, Support, Services and Hosting purchased hereunder will not be exported directly or indirectly, separately or as part of any system, without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required.
- E. Assignment. Customer may not assign, voluntarily or by operation of law, any of its rights or obligations in this Agreement except with Cartegraph's prior written consent. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- F. Waiver. The parties' rights and remedies are separate and cumulative. Neither parties' waiver nor failure to exercise in any respect any right or remedy provided in this Agreement is a waiver of any future right or remedy hereunder.
- G. Force Majeure. If any cause beyond Cartegraph's reasonable control prevents Cartegraph from performing under this Agreement by a given date or time, Cartegraph's performance will be automatically postponed.

- H. Choice of Law. Cartegraph agrees that jurisdiction and venue are proper in the state where the Customer has its principal place of business and that the law of the state where the Customer has its principal place of business shall govern any litigation that results from this Agreement.
- I. Severability. The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provision.
- J. Notice. Notices hereunder must be sent to the addresses on the face of this Agreement, or to such other addresses as specified by a notice complying with this provision. Notice is effective on the earlier of actual receipt or five days after deposit in the mail. Notices in the form of a fax or email are acceptable. Notices must be sent to the attention of the person signing on behalf of the party.
- K. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between Cartegraph and Customer. This Agreement is not an acceptance of any conflicting terms and conditions and will prevail over any conflicting Customer's terms and conditions.
- L. Amendment. Only a writing executed by authorized representatives of the parties and referenced as an amendment to this Agreement may modify, supplement, or change this Agreement.
- M. Customer gives Cartegraph permission to use customer's organization name and/or logo for promotional purposes, including, but not limited to industry announcements, public press releases, and customer stories.

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between Gila County (hereinafter referred to as “**Customer**” or “**Licensee**” and **Cartegraph Systems, Inc.** (hereinafter referred to as “**Cartegraph**”). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MA224 dated September 15, 2016 shall control.

| | |
|---|----------------------------------|
| Customer Bill To: Gila County Public Works 1400 E. Ash Street Globe, AZ 85501 928-402-8521 | Customer Ship To: Same |
|---|----------------------------------|

Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date: September 20, 2016 **Purchase Agreement Expiration Date:** September 30, 2016 **Purchase Agreement No.:** #PA375

| | Purchase Type | Citizen/Qty. | Unit Price | Total Price |
|-----------------------------------|---|--------------|-------------|--------------------|
| YEAR 1 | | | | |
| SOFTWARE PRODUCTS | | | | |
| Cartegraph OMS Platform by Domain | Transportation Domain per citizen Subscription, On-Premise, 9/27/16 – 9/26/17 | 25,955 | \$0.20 | \$5,191.00 |
| Cartegraph OMS Extension | Advanced Asset Management per-citizen Subscription | 25,955 | \$0.15 | \$3,893.25 |
| Cartegraph OMS Extension | Offline with Cartegraph for iPad | 25,955 | \$0.05 | \$1,297.75 |
| Cartegraph OMS Users | User Pack Subscription – 5 Named Users | 1 | \$2,500.00 | \$2,500.00 |
| AZ SALES TAX 6.6% | | | | \$850.21 |
| FIELD SERVICES | | | | |
| Implementation Services | Fixed Fee Service | 1 | \$27,100.00 | \$27,100.00 |
| TOTAL COST | | | | \$40,832.21 |

NOTES: The pricing listed above does not include applicable sales tax, for Years 2 and 3.
The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses.

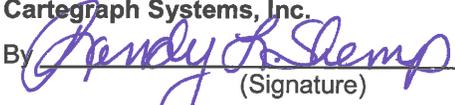
Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Software Invoicing:** The Software Subscription Licenses fee will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$13,732.21 due upon execution of the Purchase Agreement.
4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. Invoicing for the Field Services shall be 50% upon execution of the Purchase Agreement and the remaining 50%, 2 months from execution of Purchase Agreement.
5. **Expenses:** In providing the field services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
6. **Payment Terms:** All payments are due Net 30 days from date of invoice.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By 
(Signature)

Randy L. Skemp

(Type or print name)

Title Vice President of Sales

Date 9/20/14

Gila County

By 
(Signature)

Don E. McDaniel, Jr.

(Type or print name)

Title County Manager

Date 9/22/14

Cartegraph Systems, Inc.

Addendum A - Software Products

Cartegraph hereby pledges to issue software licenses in the agreed upon quantities specified in your Investment Summary. The "Software," as defined in Master Agreement #MA224 consists of developed and supported technology products available from Cartegraph.

In addition to full access to Cartegraph licensed software, your organization will receive:

1. Support

a. *Campus – www.cartegraph.com/campus*

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph applications. Instantly access user tips, step-by-step guides, videos, and more.

b. *Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050*

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.

c. *Secure, Live Remote Support*

If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

2. Training & Education

a. *Convenient Online Resources*

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

b. *Regional User Groups*

Meet and network with similar Cartegraph users in your region. Our smaller, more personalized User Groups allow you to find out what other organizations are doing to get more from their Cartegraph Systems.

3. Software Releases & Upgrades

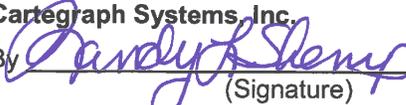
a. *New Software Releases*

Be the first to know about all new Cartegraph releases, enhancements, and upgrades. Gain immediate access to the latest features and functionality, and increased system performance.

b. *Hot Fixes*

If an issue is determined to be a software defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.
By 
(Signature)
Randy L. Skemp
(Type or print name)
Title Vice President of Sales
Date 9/20/16

Gila County
By 
(Signature)
Don E. McDaniel, Jr.
(Type or print name)
Title County Manager
Date 9/30/16

Cartegraph Systems, Inc.

Addendum B - Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA224.

Cartegraph OMS – Implementation Scope of Work

Implementation of the Operations Management System (OMS) includes the following professional services:

Setup

- Cartegraph will review our technical specifications with your technical staff to answer any questions and verify your environment is ready for the software's installation.
- Cartegraph will guide your technical staff through the installation and setup of Cartegraph software in your test and/or production environment.
- Cartegraph will provide an overview, up to two (2) hours, of Cartegraph and ArcGIS Online user-based logins and User/Role functionality.
- Cartegraph will provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Cartegraph will provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Cartegraph will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Consulting

- Cartegraph will provide up to two (2) remote requirement gathering workshops, a total of four (4) hours, to increase our understanding of your business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Training

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - Home Screen
 - Logins/Permission
 - Layers

- Filters
 - Maps
 - Grids
 - System Navigation
 - Views (List & Detail)
 - Standard Reports
 - Attachments
 - Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - OMS Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and Cartegraph recommended best practices
- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Request functionality. Training topics include:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - Cartegraph recommended best practices for Request and Requester Management
- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Work functionality. Training topics include:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - Cartegraph recommended best practices for Work Management
- Cartegraph will provide train-the-trainer training on OMS Asset functionality as it relates to the assets referenced within the Asset section of the scope. Training topics include:
 - Asset Details
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - Cartegraph recommended best practices for Asset Management
- *To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.*
- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Resource functionality. Training topics include:
 - Resource Details

- Labor/Equipment Rates
- Material Management (Stock, Usage, Adjustments)
- Vendor Price Quotes
- Cartegraph recommended best practices for Resource Management
- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on Cartegraph for iPad functionality. Training topics include:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - Cartegraph recommended best practices for mobile device use
- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Administrator functionality. Training topics include:
 - Administrator:
 - User Administration, Role Administration, Import/Export, Error Log
 - Settings:
 - System Settings, Base Map Administration, Geocode Settings, GIS Integration Settings, Background Task Scheduler, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager
 - Cartegraph Administrator Application
 - Report Creation

Go-Live Support

- Cartegraph will provide up to two (2) remote web conferences (not to exceed 4 hours total) to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work
 - Software and process support for staff during production roll out
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

- Cartegraph will provide one test and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by your staff, Cartegraph will load the data into your test or production OMS environment. Data loads may include data such as:
 - Parent level asset records

- Asset location (spatial x/y) attributes
 - Parent level resource (Labor, Equipment Material, Vendor) records
 - Resource Rate (Labor, Equipment, Material) records
 - Standard system libraries
- Cartegraph will provide one test and one production Standard Data Conversion service to assist with your migration from the latest version of Cartegraph Navigator to Cartegraph OMS. The Standard Data Conversion service includes the following:
 - Assets (*Only those assets listed in the Asset section of the scope above*)
 - Parent records and associated parent-level attributes
 - Child records and associated child-level attributes
 - Current Inspection record, including:
 - Date
 - OCI
 - Condition Category and Index records
 - Note: Cartegraph OMS does not support Bridge NBI or Storm/Sewer NASSCO inspection methodology. This data is not included in the Standard Data Conversion service.
 - Open work events in Navigator's Asset Event table
 - Events with Key Date and/or Impact settings in Navigator, if applicable
 - Resources (Labor, Equipment, Material)
 - Parent record and associated parent-level attributes
 - Note: Cartegraph OMS will not support Material Location functionality until the 2016 release.
 - Current Default Rate record
 - Note: Customer is responsible for creating additional rate records to account for overtime, overhead, and/or FEMA rates, if applicable
 - Equipment
 - Fleet Events, if applicable
 - Material
 - Current Quantity-on-Hand
 - Vendor Price Quotes
 - Vendor
 - Parent record and associated parent-level attributes
 - Contacts
 - Libraries
 - Standard and custom library data – not specifically excluded below
 - Attachment Paths
 - The file paths for Attachments will be updated to refer to the OMS project home. Cartegraph will support you in relocating files to the project home folder structure required for OMS. Cartegraph will transfer attachment files to the project home folder structure for hosted customers.
 - **Standard Conversion Exclusions**
 - Work Orders
 - Labor, Equipment, Material Logs
 - Worksheets
 - Requests

- Citizen data
- Assets:
 - Bridge: NBI inspection data
 - Storm/Sewer: NASSCO inspection data
 - Pavement: Detailed Distress inspection data
- PAVEMENTview Plus: Budgets, Scenarios, Models, and associated settings
- Libraries:
 - Overall Ratings
 - Condition Category Ratings
- Attachment Files
 - Custom attachment fields or tables

Assets

Asset implementation includes the following professional services:

- Cartegraph will provide installation and training on the following five (5) asset types:
 - Transportation (4)
 - Bridge, Pavement, Sign, Support
 - Other (1)
 - Cattleguards
- Cartegraph will provide up to five (5) field configurations for each asset type listed above.

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Customer Responsibility

For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work
- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment
- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

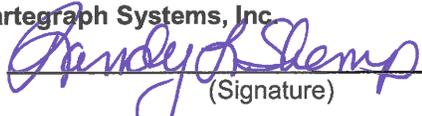
5. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Software or services are required.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By 
(Signature)

Randy L. Skemp
(Type or print name)

Title Vice President of Sales

Date 9/20/16

Gila County

By 
(Signature)

Don E. McDaniel, Jr.
(Type or print name)

Title County Manager

Date 9/22/16

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to A.R.S. §35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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.

GILA COUNTY:

GILA COUNTY MANAGER



Don E. McDaniel Jr.

9/22/16
Date

CARTEGRAPH



Individual Authorized to Sign

Randy L. Skemp
Print Name

Vice President of Sales
Title

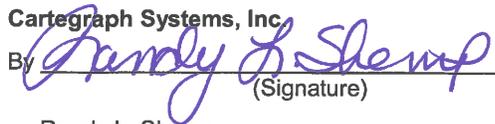
9/20/16
Date

This Agreement is by and between **Cartegraph Systems, Inc.**, an Iowa corporation having its principal place of business at **3600 Digital Drive, Dubuque, Iowa, 52003** ("Cartegraph"), and **Gila County** ("Customer") with an address of **1400 E. Ash Street, Globe, AZ 85501** dated **September 15, 2016**.

This Agreement is intended to serve as the primary controlling agreement between the parties. This Agreement includes the following terms and conditions, as well as all Exhibits and Addendums to this Agreement, Purchase Agreements, and all other future agreements referencing this Agreement which Cartegraph and Customer may execute from time to time for the purchase of Software, Support, Services and Hosting. Collectively these are referred to as "Products". The terms and conditions herein provided shall be controlling as between Cartegraph and Customer unless specifically superseded by an Exhibit to this Agreement, a contemporaneously or subsequently executed Purchase Agreement, or any other contemporaneously or subsequently executed agreement specifically referencing this Agreement.

BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES IN ADDITION TO ANY EXHIBITS AND PURCHASE AGREEMENTS AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By 
(Signature)

Randy L. Skemp
(Type or print name)

Title Vice President of Sales

Date 9/20/16

Gila County

By 
(Signature)

Don E. McDaniel, Jr.
(Type or print name)

Title County Manager

Date 9/22/16

The following are the terms and conditions under which Cartegraph licenses its Software and provides Support, Services and Hosting as listed in the Exhibits and Purchase Agreements referencing this Agreement.

1. Grant of License to Software.

- A. Cartegraph is licensed by third parties ("Third Party Licensors") to sublicense certain third party software products to Customer and to offer services to Customer for these third party software products under this Agreement.
- B. Each Software product, including all data programs or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable form, and including any documentation relating to or describing such Software, such as, but not limited to manuals, online documentation and user instructions, flow charts, database schemas and improvements or updates provided by Cartegraph (collectively "Software"), is furnished to Customer under a personal, non-exclusive, nontransferable limited license solely for Customer's own internal use on Host Computer System (as defined below) and with Customer's Clients.
 - 1. Host Computer Systems, if applicable, are Servers owned or controlled by Cartegraph that Customer may access under this Agreement (the provision of this service is herein referred to as "Hosted" or "Hosting").
 - 2. Servers are personal computers, minicomputers, mainframes, workstations, and terminal devices that interact with Client Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
 - 3. Server Software is a copy of Software residing on a server, multiple servers, or a Host Computer System.
 - 4. Clients are personal computers, minicomputers, mainframes, workstations, mobile devices, and terminal devices that interact with Server Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
 - 5. Client Software is a copy of Software residing on a Client that interacts with Server Software.
 - 6. Data Files are those files which contain data that is input by the Customer during the use of the Software.
- C. Customer agrees that the number of users licensed will be listed in the Purchase Agreement and only that number of users may use the Software at any given time.
 - 1. If Customer has purchased a Per-User License, as indicated in the Purchase Agreement, only a finite number of licenses have been purchased by Customer and only that finite number of users may access and use the Software at any given time. The specific number of licenses purchased shall be identified in the Purchase Agreement.
 - 2. If Customer has purchased an Unlimited License, as indicated in the Purchase Agreement, all employees of Customer are considered to be licensed to access and use the Software at any given time. Such Unlimited License applies only to employees of Customer and does not allow the access or use of the Software by any independent contractors, affiliated entities or organizations, or any other individual, party, or entity that is not an employee of Customer.
- D. Customer agrees the Software license for the Software is limited as follows:
 - 1. Browser Based User – Each browser based user is defined by unique ID and password.
 - 2. For Server Software – one copy of Server Software for each Server or, if Hosted, no copies of Server Software for a Server that is not a Host Computer System.
- E. Customer agrees that this license does not permit Customer to: (1) use the Software for a service bureau application or (2) sublicense the Software.
- F. Except as set forth in this Agreement or as may be permitted in writing by Third Party Licensors, Customer shall not use, provide or otherwise make available the Software or any part or copies thereof to any third party.
- G. Customer shall not, and shall not permit others to:
 - 1. Reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the Software;
 - 2. Modify, translate, adapt, alter, or create derivative works from the Software;
 - 3. Copy, (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Software; or
 - 4. Distribute, sublicense, rent, lease, loan (or grant any third party access to or use of) the Software to any third party.
- H. Customer may make copies of the Client Software for archival purposes. The Server Software may not be copied, in whole or in part.

2. Title to Software and Data Files.

- A. Ownership of the Software, any portions thereof and any modifications, translations, or derivatives thereof, even if unauthorized, remains with Cartegraph or Third Party Licensors, as do all applicable rights in patents, copyrights and trade secrets and any other proprietary rights in the Software. Software provided hereunder is valuable, proprietary and unique, and Customer agrees to be bound by and observe the proprietary nature thereof as provided herein.
- B. Customer acknowledges that unauthorized reproduction, use, or disclosure of the Software or any part thereof may cause irreparable injury to Cartegraph or Third Party Licensors, who may therefore be entitled to injunctive relief to enforce these license restrictions, in addition to any other remedies available at law, in equity, or under this Agreement.
- C. Customer agrees that Cartegraph or Third Party Licensors may audit Customer's Software usage remotely or on-site during Support, Services or Hosting or upon reasonable notice and during standard business hours. Prevention of audit by Customer may be grounds for termination of this Agreement.
- D. Cartegraph agrees that ownership of data in Data Files remains with Customer. However, Customer agrees that Cartegraph may access Data Files and grants Cartegraph a license to use the data for 1) internal business purposes to evaluate the use and operation of the Software, Support, Services or Hosting; and 2) marketing purposes provided that any information shared with third parties is anonymized and/or aggregated so that Customer cannot be identified from the information.

3. License Fees, Support Charges, Services and Hosting Charges.

- A. Customer agrees to pay the license fees for the Software, Support charges, Services charges and Hosting charges as set forth in the Purchase Agreement for each Product.
- B. Cartegraph agrees that the total amount listed in the Purchase Agreement shall be considered the not-to-exceed price for the Software, Support, Services and Hosting included in that Purchase Agreement. Hosting includes 50G of available file storage. If additional storage is required, the Customer can purchase in 50G increments.
- C. Customer agrees that all payments are due 30 days from date of invoice and Customer shall be in default if amounts due have not been received in that time period. Customer's default will constitute sufficient cause for Cartegraph to suspend or terminate the Software license, Support, Services and Hosting under this Agreement.
- D. Customer shall be invoiced for Software, Support, Hosting and hardware upon delivery. Customer shall be invoiced for Services as set forth in the Purchase Agreement.
- E. Customer shall reimburse Cartegraph for reasonable expenses incurred during the provision of Support, Services or Hosting. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. Estimated expenses shall be included in each Purchase Agreement and include the number of trips to customer site. Cartegraph shall not exceed the estimated expenses without written approval from Customer.

4. Delivery and Installation.

A. On-Site Installation

- 1. This subsection "A" regarding On-Site Installation shall apply if Customer elects, as indicated in the Purchase Agreement, to have Software and Products installed on Customer's Servers and Client computers at Customer's facilities ("On-Site") instead of utilizing Cartegraph Hosting Services.
 - a. Execution of a Purchase Agreement by Customer shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Products identified in the Purchase Agreement.
 - b. Delivery of Software and Support shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Software to Customer in a downloadable form. Notification by Cartegraph that Software is available for download shall constitute delivery of Software and Support, regardless of when Customer downloads the Software.
 - c. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
 - d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.
 - e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

B. Hosting

- 1. This subsection "B" regarding Hosting shall apply if Customer elects, as indicated in the Purchase Agreement, to utilize the Hosting services offered by Cartegraph instead of having the Software installed On-Site, as described in the previous subsection.

- a. Execution of a Purchase Agreement shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Software and Services as indicated in the Purchase Agreement.
- b. Delivery of Software, Support, and Hosting shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Server Software to Customer on a Host Computer System. Notification by Cartegraph that Server Software is available for access shall constitute delivery of Server Software, Support and Hosting, regardless of when Customer first accesses the Server Software.
- c. Cartegraph shall be responsible for installation of the Server Software on Cartegraph's Host Computer System. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
- d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.
- e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

2. Hosting Services

- a. Cartegraph will install, and operate Server Software on one or more Host Computer Systems.
- b. Cartegraph will provide all equipment, software and services necessary for the operation, maintenance and support of one or more Host Computer Systems and the Server Software. Cartegraph may contract with third parties for all or part of such equipment, software and services ("Third Party Hosts"). Cartegraph reserves the right to change the configuration of the Host Computer System and the Server Software and to change or delete such equipment or software at any time, but Cartegraph shall make the Software compatible with such change or deletion without additional charge to Customer.
- c. Customer shall have access to and be permitted to use the Server Software via Clients.
- d. Customer shall provide a computing and networking environment that meets the minimum requirements set forth in Cartegraph's published specifications.
- e. Customer shall be responsible for all bandwidth between Host Computer System and Clients and in such amounts as to provide reasonable responsiveness of the system.
- f. Cartegraph shall perform a full back-up of data files on a daily basis. The daily full back-up will be retained for (14) fourteen days and then deleted unless customer contracts for additional days. Cartegraph's hosting services uses RAID 10 which both mirrors the data and stripes across multiple drives creating redundancy. Cartegraph hosting services have dual redundancy with offsite back-up storage and a back-up data centers
- g. The Host Computer System shall be used by Customer only for purposes relating to Customer's own use of the Software. Customer shall have no right to assign any of its rights under this section.
- h. Customer agrees that it shall be bound by the terms and conditions of any agreement between Cartegraph and any Third Party Hosts that relate to the use and operation of Host Computer Systems. Cartegraph will apprise Customer of the terms and conditions of such agreements from time to time.
- i. Cartegraph will take reasonable precautions to guard against unauthorized access to Data Files. However, Cartegraph assumes no responsibility that the Software will be used properly.
- j. Customer shall have the right to receive Data Files within sixty (60) days of termination of any Hosting on the condition that customer has paid all outstanding invoices owed to Cartegraph.

3. Availability of Host Computer System.

- a. If Cartegraph contracts with a Third Party Host to provide Hosting, the service level provided by the Third Party Host shall be the service level provided by Cartegraph to Customer, except as required for Cartegraph to provide Support under this Agreement.
- b. In general, Server Software will be available for use and access by Customer 24 hours a day, 7 days a week, except for scheduled maintenance to take place at commercially reasonable times. Furthermore, if access to the Server Software becomes a problem, then Cartegraph shall provide Support in view of the severity of the problem.
- c. Server Software will be available for use and access by Customer during back-up activities performed by Cartegraph.

5. Support.

- A. Scope of Support. Support includes the response to and resolution of Customer-encountered problems with the Software as reported to Cartegraph by Customer.
 - 1. Resolution of Customer-encountered problems shall, at Cartegraph's option, consist of (1) maintenance provided through telephone, email or remote access; (2) correction of the problem in the Software program; or (3) delivery of bug fixes or workarounds limited to the current or immediate prior Software release.
 - 2. Cartegraph will only support licensed Software located on Servers or Clients. Cartegraph will use commercially reasonable efforts to respond to Customer problems according to the priority level of the problem.
 - 3. Support may also include upgrades to Software.
- B. Support Limitations. Any Support is dependent upon the use by Customer of unmodified Software (except as authorized by Cartegraph) operated in accordance with Cartegraph's documentation. Support specifically excludes the following: (1) Support to a version of Software other than the current or immediate prior release; (2) efforts to restore a release of the Software beyond the current or immediate prior release; (3) efforts to restore a Customer Data File beyond the most recent back-up; and (4) efforts to convert a Customer Data File to another format.

As part of Support, Cartegraph is under no obligation to modify the Software so that the modified Software would depart from Cartegraph's published specifications for the Software.

6. Professional Services.

- A. The professional consulting services and deliverables to be performed or delivered by Cartegraph under this Agreement may include, but are not limited to: consulting, network engineering, systems integration, hardware installation, special studies, pre-installation support, installation of Client Software, installation support, training, custom Software modification, tools/utilities components, programming and documentation, data conversion, application design and development, systems analysis and design, conversions, implementing planning and implementation of the Software (collectively referred to as the "Services").
- B. Services shall only be provided as the result of a Purchase Agreement and any attached statements of work.
- C. Services will be provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard or Central Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

7. Customer's Responsibilities.

- A. Customer is responsible for maintenance and installation of any Clients, common carrier equipment or communication equipment related to the operation of the Software and not furnished by Cartegraph. Before Customer introduces equipment not within Cartegraph's published specification, Cartegraph must approve the additional equipment.
- B. Customer is responsible for charges incurred for communication facilities at Customer's facilities, whether incurred by Customer or by Cartegraph Support representatives while performing Support on the Software.
- C. Customer is responsible for performing Software back-ups in accordance with published documentation.
- D. Customer shall notify Cartegraph of any problem and shall allow Cartegraph reasonable access to the Software for performing Support, Services or Hosting.
- E. Customer shall furnish Cartegraph, at Customer's expense, all technical data and information as may be necessary to furnish Support, Services or Hosting.
- F. Customer shall grant Cartegraph access to Servers and Clients as may be necessary for the adequate delivery of the Support, Services or Hosting.

- 8. **Software Modification.** Cartegraph and Third Party Licensors will not be responsible to Customer for loss of use of the Software or data or for any other liabilities arising from alterations, additions, adjustments or repairs which are made to the Software by Customer or third parties. Cartegraph reserves the right to terminate the Software license, Support, Services or Hosting under this Agreement upon written notice to Customer if any such alteration, addition, adjustment or repair adversely affects Cartegraph's ability to render Support, Services or Hosting.

9. Term.

- A. Unless terminated by Cartegraph in accordance with this Agreement, the term of the Software license, Support and Hosting shall begin upon the execution of a Purchase Agreement and shall continue for the period of time identified in that Purchase Agreement.
- B. Support for any subsequently added components or upgrades shall be either coterminous with the term of Support applicable to the Software initially covered or as otherwise agreed and stated in the Purchase Agreement.
- C. If Customer elects to purchase Services, then Services shall terminate as agreed in the appropriate Purchase Agreement.

- D. Unless otherwise stated in the most recently executed Purchase Agreement, this Agreement and the Purchase Agreement shall automatically renew at the then current rates for a one (1) year term beginning on the first day following the date identified in the Purchase Agreement as the end of the term of this Agreement. Such automatic renewal shall continue after the end of each successive year until a new Purchase Agreement is executed or until Customer or Cartegraph terminate this Agreement as provided for herein.
- E. If this Agreement and the most recently executed Purchase Agreement are automatically renewed under the terms of the previous paragraph "D", there shall be an automatic increase of up to five percent (5%) annually to all prices that were in effect during the immediately previous term.
- F. If Customer wishes not to renew this Agreement, Customer must provide written notice of Customer's intent not to renew this Agreement at least ninety (90) days prior to the end of the term then in effect.
- G. Notwithstanding anything to the contrary in this Section, Support, Services and Hosting shall terminate immediately upon termination of this Agreement.

10. Termination.

- A. Notwithstanding the foregoing, Cartegraph shall have the right to terminate this Agreement if Customer fails to pay any and all required license fees, Support charges, Services charges, Hosting charges or otherwise fails to comply with this Agreement or the terms and conditions of any applicable Third Party Licensor agreement.
- B. Upon expiration of the license term or upon notice of such termination, Customer shall immediately return or destroy the Software and all portions and copies thereof as directed by Cartegraph or Third Party Licensors and, if requested by Cartegraph or Third Party Licensors, shall certify in writing as to the destruction or return of the same.
- C. Any termination of this Agreement shall automatically terminate Support, Services and Hosting provided under any Purchase Agreement or Statements of Work, unless otherwise agreed. All confidentiality and non-disclosure obligations shall survive any such termination.
- D. Customer shall have the right to terminate this Agreement, according to the terms provided herein, by returning or destroying the Software and all portions and copies thereof and certifying in writing as to the destruction or return of the same.
- E. If Customer wishes to terminate this Agreement prior to the end of the term of this Agreement as identified above or in the appropriate Purchase Agreement, Customer must provide Cartegraph with written notice of such intent to terminate at least ninety (90) days prior to such termination. Any such termination by Customer shall subject Customer to the cancellation fee identified below.
- F. If Customer terminates before the date set in the Purchase Agreement, Customer shall pay a cancellation fee equal to 80% of the remainder of licensing fees, Support charges and Hosting charges due under this Agreement. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- G. Provided however, if Customer is a governmental entity and Software, Support, Services or Hosting are not funded for future fiscal years under the appropriate legal budgeting process for such governmental entity, Customer may terminate for future fiscal years with the cancellation fee identified in the previous paragraph reduced from 80% to 20%. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- H. Cartegraph shall have the right to terminate Hosting, if Hosting services are being provided, by giving at least ninety (90) days written notice that Cartegraph cannot meet its obligations of availability of the Host Computer System.
- I. In addition to the right of termination provided to Cartegraph under other sections of this Agreement, Cartegraph shall have the right to terminate the Software license, Support, Services and/or Hosting upon the occurrence of any of the following events:
 - 1. Customer's oldest invoice is ninety (90) days past due. Support hold will be initiated when customer's oldest invoice is thirty (30) days past due or,
 - 2. Subject to applicable law, the appointment of a receiver, trustee in bankruptcy or similar officer for the equity or assets of Customer, or
 - 3. There is an assignment of this Agreement without the prior written consent of Cartegraph.
- J. Termination shall not be Cartegraph's exclusive remedy and termination shall not adversely affect any claim for damages against Customer.

11. Limited Warranty.

- A. Cartegraph warrants that it has the right to sublicense the Software being licensed hereunder pursuant to the terms provided herein.
- B. Cartegraph warrants that the Software will conform to Cartegraph's published specifications until Support ends.

- C. Provided that the Software is used in a manner for which it was designed as set forth in the Software, Cartegraph's sole obligation and liability hereunder for the Software shall be to use reasonable efforts to remedy any substantial non-conformance which is reported to Cartegraph. In the alternative, Cartegraph may refund amounts paid by Customer pursuant to Purchase Agreements for such Software products.
- D. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE LICENSED HEREUNDER.
- E. SUPPORT, SERVICES AND HOSTING SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUPPORT, SERVICES AND HOSTING PROVIDED UNDER THIS AGREEMENT DO NOT ASSURE THE UNINTERRUPTED OPERATION OF THE SOFTWARE.
- F. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THE SOFTWARE LICENSE, SUPPORT OR SERVICES. THE REMEDY SET FORTH IN THIS SECTION IS CARTEGRAPH'S SOLE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN LIEU OF ALL OTHERS, FOR ANY BREACH BY CARTEGRAPH OF ITS SOFTWARE, SUPPORT, SERVICES AND HOSTING WARRANTIES HEREUNDER.

12. Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW:

- A. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF DATA, HOWEVER ARISING, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;
- B. EXCEPT FOR DAMAGES RESULTING FROM BODILY INJURY OR PATENT OR COPYRIGHT INFRINGEMENT, AS DISCUSSED BELOW, IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER UNDER THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER TO CARTEGRAPH DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING CAUSE TO SUCH LIABILITY.
- C. If Cartegraph will provide Support or Services at Customer's location, liability of Cartegraph arising out of bodily injury, shall not in any event exceed the limits of its insurance coverage.

13. Insurance. If Cartegraph will provide Support or Services at Customer's location, Cartegraph will carry commercial general liability insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000 and workers compensation insurance with statutory coverage. Cartegraph agrees to hold harmless and defend Customer and its agents, officials and employees from bodily injury and property damage claims related to or caused by the sole negligence of Cartegraph employees or contractors.

14. U.S. Government Restricted Rights. The Software is commercial software and the Software is provided with restricted rights. Use, duplication or disclosure by the Government is subject to restrictions as set forth in paragraph (c)(1)(ii) of the Rights in Technical Data and Computer Software Clause at DFARS 252.227-7013 of subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

15. Employees and Conflicts of Interest. This Agreement shall not prevent Cartegraph from performing similar services or restrict Cartegraph's use of the employees or contractors provided under this Agreement.

16. Proprietary Rights and Confidential Information of Cartegraph.

- A. Certain information and materials supplied by Cartegraph with the Products, such as, without limitation, deliverables, manuals, diagrams, drawings, plans, flowcharts, software, technical processes and formulae, source codes, product designs, sales, costs and other unpublished financial information, product and business plans, usage rates, relationships, projects and data, are Cartegraph's or Third Party Licensors' confidential or proprietary trade secrets (the "Confidential Information") and Cartegraph furnishes them solely to assist Customer in the installation, operation and use of Software. Customer must not reproduce, copy or disclose such Confidential Information except as is reasonable and necessary to properly use Software. Nothing herein shall restrict Customer from complying with its obligations under any law requiring disclosure, but Customer shall give Cartegraph five days prior notice before any release of Confidential Information.
- B. Customer acknowledges and agrees that Cartegraph or Third Party Licensors shall suffer irreparable injury not compensable by money damages and therefore shall not have an adequate remedy at law in the event of an unauthorized use of proprietary rights or an unauthorized use or disclosure of any Confidential Information in breach of the provisions of this Agreement. Accordingly, Cartegraph or Third Party Licensors shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that Cartegraph or Third Party Licensors may have at law or in equity.

17. Proprietary Information of Customer.

- A. In order to provide Products under this Agreement, Customer may, from time to time, disclose to Cartegraph certain information respecting Customer's technical, financial, statistical and personnel data, (hereinafter "Information"). Any

such Information which is submitted in writing to Cartegraph by the Customer and which is clearly and conspicuously marked as confidential shall be protected by Cartegraph against unauthorized disclosure by using the same degree of care and discretion that Cartegraph uses with similar Information which Cartegraph does not want disclosed to third parties. However, Cartegraph shall not be required to protect Information which (a) is or becomes publicly available, (b) is already in Cartegraph's or its related companies' possession, (c) is independently developed by Cartegraph outside the scope of this Agreement, or (d) is rightfully obtained from third parties. Cartegraph's obligations under this Section shall cease immediately upon return to Customer or destruction by Cartegraph of such Information.

- B. Cartegraph shall not be required to protect any ideas, concepts, know-how, or techniques relating to data, electronic document processing and image processing developed or resulting from the Information or the Services provided under this Agreement.

18. Infringement Indemnification.

- A. Cartegraph or Third Party Licensors will defend any action, suit or proceeding brought against Customer if based on a claim that Products infringe any United States patent or copyright of any third party ("Intellectual Property") provided that Customer promptly notifies Cartegraph or Third Party Licensors immediately and gives Cartegraph or Third Party Licensors full authority, information and assistance for the action's defense. Cartegraph or Third Party Licensors will pay all damages and costs awarded therein against Customer, but shall not be responsible for any compromise made without its consent. Cartegraph or Third Party Licensors may, at any time it is concerned over the possibility of such an infringement, at its option and expense, replace or modify Products so that infringement will not exist. In the alternative, Cartegraph may remove a component of Products involved and refund to Customer the price as depreciated by an equal annual amount over five (5) years.
- B. Cartegraph and Third Party Licensors shall have no liability to Customer if any Intellectual Property infringement or claim thereof is based upon the use of Products in connection or in combination with equipment, devices, or software not supplied by Cartegraph or used in a manner not expressly authorized by this Agreement or in a manner for which Products were not designed, or if the claim of infringement would have been avoided but for Customer's use of software other than the latest, unmodified release of Software made available to Customer by Cartegraph.
- C. Customer shall indemnify and hold Cartegraph and Third Party Licensors harmless from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against Cartegraph or Third Party Licensors so far as it is based on a claim that the use, sale or licensing of any Products delivered hereunder and modified or altered or combined with any products, device, or software not supplied by Cartegraph hereunder constitutes an infringement because of such modification, alteration or combination.

19. Miscellaneous.

- A. Taxes. Customer shall pay all taxes, levies and similar governmental charges, however designated, and all liabilities with respect thereto which may be imposed by any jurisdiction, including, without limitation, customs, privilege, excise, sales, use, value-added and property taxes levied or based on gross revenue or operation of this Agreement, except those taxes based upon Cartegraph's net income.
- B. Relationship of the Parties: Cartegraph and Customer are independent of each other. This Proposal does not and is not intended to create in any way or manner or for any purpose an employee/employer relationship or a principal-agent relationship. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligation due or owed the other, or to accept service of process for the other. Cartegraph is an independent contractor, customarily engaged in the performance of similar services for other parties.
- C. Attorney's Fees/Legal Proceedings: In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals and other relief to which that party may be entitled.
- D. Export. Customer agrees that the Software, Support, Services and Hosting purchased hereunder will not be exported directly or indirectly, separately or as part of any system, without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required.
- E. Assignment. Customer may not assign, voluntarily or by operation of law, any of its rights or obligations in this Agreement except with Cartegraph's prior written consent. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- F. Waiver. The parties' rights and remedies are separate and cumulative. Neither parties' waiver nor failure to exercise in any respect any right or remedy provided in this Agreement is a waiver of any future right or remedy hereunder.
- G. Force Majeure. If any cause beyond Cartegraph's reasonable control prevents Cartegraph from performing under this Agreement by a given date or time, Cartegraph's performance will be automatically postponed.

- H. Choice of Law. Cartegraph agrees that jurisdiction and venue are proper in the state where the Customer has its principal place of business and that the law of the state where the Customer has its principal place of business shall govern any litigation that results from this Agreement.
- I. Severability. The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provision.
- J. Notice. Notices hereunder must be sent to the addresses on the face of this Agreement, or to such other addresses as specified by a notice complying with this provision. Notice is effective on the earlier of actual receipt or five days after deposit in the mail. Notices in the form of a fax or email are acceptable. Notices must be sent to the attention of the person signing on behalf of the party.
- K. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between Cartegraph and Customer. This Agreement is not an acceptance of any conflicting terms and conditions and will prevail over any conflicting Customer's terms and conditions.
- L. Amendment. Only a writing executed by authorized representatives of the parties and referenced as an amendment to this Agreement may modify, supplement, or change this Agreement.
- M. Customer gives Cartegraph permission to use customer's organization name and/or logo for promotional purposes, including, but not limited to industry announcements, public press releases, and customer stories.

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between Gila County (hereinafter referred to as “**Customer**” or “**Licensee**” and **Cartegraph Systems, Inc.** (hereinafter referred to as “**Cartegraph**”). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MA224 dated September 15, 2016 shall control.

| | |
|---|--------------------------|
| Customer Bill To: | Customer Ship To: |
| Gila County Public Works 1400 E. Ash Street Globe, AZ 85501 928-402-8521 | Same |

Investment Summary

Cartegraph’s proposed fees for this project are included in the summary below.

Date: September 20,
2016

Purchase Agreement September 30, 2016
Expiration Date:

Purchase #PA375
Agreement
No.:

| | Purchase Type | Citizen/Qty. | Unit Price | Total Price |
|-----------------------------------|---|--------------|-------------|--------------------|
| YEAR 1 | | | | |
| SOFTWARE PRODUCTS | | | | |
| Cartegraph OMS Platform by Domain | Transportation Domain per citizen Subscription, On-Premise, 9/27/16 – 9/26/17 | 25,955 | \$0.20 | \$5,191.00 |
| Cartegraph OMS Extension | Advanced Asset Management per-citizen Subscription | 25,955 | \$0.15 | \$3,893.25 |
| Cartegraph OMS Extension | Offline with Cartegraph for iPad | 25,955 | \$0.05 | \$1,297.75 |
| Cartegraph OMS Users | User Pack Subscription – 5 Named Users | 1 | \$2,500.00 | \$2,500.00 |
| AZ SALES TAX 6.6% | | | | \$850.21 |
| FIELD SERVICES | | | | |
| Implementation Services | Fixed Fee Service | 1 | \$27,100.00 | \$27,100.00 |
| TOTAL COST | | | | \$40,832.21 |

NOTES: The pricing listed above does not include applicable sales tax, for Years 2 and 3.
The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses.

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Software Invoicing:** The Software Subscription Licenses fee will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$13,732.21 due upon execution of the Purchase Agreement.
4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. Invoicing for the Field Services shall be 50% upon execution of the Purchase Agreement and the remaining 50%, 2 months from execution of Purchase Agreement.
5. **Expenses:** In providing the field services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
6. **Payment Terms:** All payments are due Net 30 days from date of invoice.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By Randy L. Skemp
(Signature)

Randy L. Skemp
(Type or print name)

Title Vice President of Sales

Date 9/20/16

Gila County

By Don E. McDaniel, Jr.
(Signature)

Don E. McDaniel, Jr.
(Type or print name)

Title County Manager

Date 9/22/16

Cartegraph Systems, Inc.

Addendum A - Software Products

Cartegraph hereby pledges to issue software licenses in the agreed upon quantities specified in your Investment Summary. The "Software," as defined in Master Agreement #MA224 consists of developed and supported technology products available from Cartegraph.

In addition to full access to Cartegraph licensed software, your organization will receive:

1. Support

- a. *Campus – www.cartegraph.com/campus***

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph applications. Instantly access user tips, step-by-step guides, videos, and more.
- b. *Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050***

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.
- c. *Secure, Live Remote Support***

If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

2. Training & Education

- a. *Convenient Online Resources***

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.
- b. *Regional User Groups***

Meet and network with similar Cartegraph users in your region. Our smaller, more personalized User Groups allow you to find out what other organizations are doing to get more from their Cartegraph Systems.

3. Software Releases & Upgrades

- a. *New Software Releases***

Be the first to know about all new Cartegraph releases, enhancements, and upgrades. Gain immediate access to the latest features and functionality, and increased system performance.
- b. *Hot Fixes***

If an issue is determined to be a software defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By *Randy L. Skemp*
(Signature)

Randy L. Skemp
(Type or print name)

Title Vice President of Sales

Date 9/20/16

Gila County

By *Don E. McDaniel, Jr.*
(Signature)

Don E. McDaniel, Jr.
(Type or print name)

Title County Manager

Date 9/22/16

Cartegraph Systems, Inc.

Addendum B - Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA224.

Cartegraph OMS – Implementation Scope of Work

Implementation of the Operations Management System (OMS) includes the following professional services:

Setup

- Cartegraph will review our technical specifications with your technical staff to answer any questions and verify your environment is ready for the software's installation.
- Cartegraph will guide your technical staff through the installation and setup of Cartegraph software in your test and/or production environment.
- Cartegraph will provide an overview, up to two (2) hours, of Cartegraph and ArcGIS Online user-based logins and User/Role functionality.
- Cartegraph will provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Cartegraph will provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Cartegraph will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Consulting

- Cartegraph will provide up to two (2) remote requirement gathering workshops, a total of four (4) hours, to increase our understanding of your business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Training

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - Home Screen
 - Logins/Permission
 - Layers

- Filters
 - Maps
 - Grids
 - System Navigation
 - Views (List & Detail)
 - Standard Reports
 - Attachments
 - Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - OMS Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and Cartegraph recommended best practices
- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Request functionality. Training topics include:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - Cartegraph recommended best practices for Request and Requester Management
- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Work functionality. Training topics include:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - Cartegraph recommended best practices for Work Management
- Cartegraph will provide train-the-trainer training on OMS Asset functionality as it relates to the assets referenced within the Asset section of the scope. Training topics include:
 - Asset Details
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - Cartegraph recommended best practices for Asset Management
- *To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.*
- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Resource functionality. Training topics include:
 - Resource Details

- Labor/Equipment Rates
- Material Management (Stock, Usage, Adjustments)
- Vendor Price Quotes
- Cartegraph recommended best practices for Resource Management
- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on Cartegraph for iPad functionality. Training topics include:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - Cartegraph recommended best practices for mobile device use
- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Administrator functionality. Training topics include:
 - Administrator:
 - User Administration, Role Administration, Import/Export, Error Log
 - Settings:
 - System Settings, Base Map Administration, Geocode Settings, GIS Integration Settings, Background Task Scheduler, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager
 - Cartegraph Administrator Application
 - Report Creation

Go-Live Support

- Cartegraph will provide up to two (2) remote web conferences (not to exceed 4 hours total) to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work
 - Software and process support for staff during production roll out
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

- Cartegraph will provide one test and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by your staff, Cartegraph will load the data into your test or production OMS environment. Data loads may include data such as:
 - Parent level asset records

- Asset location (spatial x/y) attributes
 - Parent level resource (Labor, Equipment Material, Vendor) records
 - Resource Rate (Labor, Equipment, Material) records
 - Standard system libraries
- Cartegraph will provide one test and one production Standard Data Conversion service to assist with your migration from the latest version of Cartegraph Navigator to Cartegraph OMS. The Standard Data Conversion service includes the following:
 - **Assets** (*Only those assets listed in the Asset section of the scope above*)
 - Parent records and associated parent-level attributes
 - Child records and associated child-level attributes
 - Current Inspection record, including:
 - Date
 - OCI
 - Condition Category and Index records
 - Note: Cartegraph OMS does not support Bridge NBI or Storm/Sewer NASSCO inspection methodology. This data is not included in the Standard Data Conversion service.
 - Open work events in Navigator's Asset Event table
 - Events with Key Date and/or Impact settings in Navigator, if applicable
 - **Resources** (Labor, Equipment, Material)
 - Parent record and associated parent-level attributes
 - Note: Cartegraph OMS will not support Material Location functionality until the 2016 release.
 - Current Default Rate record
 - Note: Customer is responsible for creating additional rate records to account for overtime, overhead, and/or FEMA rates, if applicable
 - Equipment
 - Fleet Events, if applicable
 - Material
 - Current Quantity-on-Hand
 - Vendor Price Quotes
 - Vendor
 - Parent record and associated parent-level attributes
 - Contacts
 - **Libraries**
 - Standard and custom library data – not specifically excluded below
 - **Attachment Paths**
 - The file paths for Attachments will be updated to refer to the OMS project home. Cartegraph will support you in relocating files to the project home folder structure required for OMS. Cartegraph will transfer attachment files to the project home folder structure for hosted customers.
 - **Standard Conversion Exclusions**
 - Work Orders
 - Labor, Equipment, Material Logs
 - Worksheets
 - Requests

- Citizen data
- Assets:
 - Bridge: NBI inspection data
 - Storm/Sewer: NASSCO inspection data
 - Pavement: Detailed Distress inspection data
- PAVEMENTview Plus: Budgets, Scenarios, Models, and associated settings
- Libraries:
 - Overall Ratings
 - Condition Category Ratings
- Attachment Files
 - Custom attachment fields or tables

Assets

Asset implementation includes the following professional services:

- Cartegraph will provide installation and training on the following five (5) asset types:
 - Transportation (4)
 - Bridge, Pavement, Sign, Support
 - Other (1)
 - Cattleguards
- Cartegraph will provide up to five (5) field configurations for each asset type listed above.

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Customer Responsibility

For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work
- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment
- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

5. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Software or services are required.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By 
(Signature)

Randy L. Skemp
(Type or print name)

Title Vice President of Sales

Date 9/20/14

Gila County

By 
(Signature)

Don E. McDaniel, Jr.
(Type or print name)

Title County Manager

Date 9/22/14

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to **A.R.S. §35-393.06(B) and 35-391.06(A)** the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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.

GILA COUNTY:

GILA COUNTY MANAGER



Don E. McDaniel Jr.

9/22/16
Date

CARTEGRAPH



Individual Authorized to Sign

Randy L. Skemp
Print Name

Vice President of Sales
Title

9/20/16
Date

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

Teresa Williams, Interim Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 083116
MAJOR REHABILITATION PROJECT HH#10746
COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 7th day of September, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Construction, Inc., of the City of Miami, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 083116** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 083116** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 083116**, 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.

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

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

Teresa Williams, Interim Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 083116
MAJOR REHABILITATION PROJECT HH#10746
COMMUNITY SERVICES-HOUSING

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WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

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Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 083116** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 083116**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

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

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

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

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@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 - ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393-01. Violation of this certification by Agency may result in action by County up to and including termination of this Agreement.

ARTICLE 7 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15- TERM: The Contract commences on the date signed by the County Manager and remains in effect through June 30, 2017.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid in three separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one third (1/3) of the total contract amount. The second invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon fifty percent (50%) of project completion. The final invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This Service Agreement No. 021915-1 is for a total flat fee of \$48,952.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. 083116 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

RODRIGUEZ CONSTRUCTION, INC.

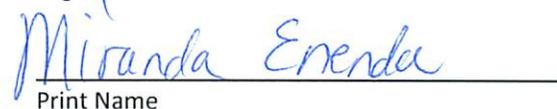


Don E. McDaniel Jr., County Manager



Signature

Date: 9/7/10



Print Name

Gila County Housing Services

5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631



SCOPE OF WORK

Case Number:

BID DATE: 8-31-16

CONTRACTOR INFORMATION:

Name: RODRIGUEZ CONSTRUCTIONS, INC

Address: 547 S. BAST ST
Globe, AZ 85501

Voice: 928 425-7244

email: ART@RODRIGUEZ-AZ.COM

Jurisdiction City of Globe
Census: 1

Owner:

BID TOTAL \$: 48,952.00

[Handwritten Signature]
Contractor Signature

** In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. **

Contractor Bid

Case#

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LINE ITEMS - COMPLETE WRITE-UP

General Requirements

1

\$ 0

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. Base this pricing only on permits you are obtaining. If no permits are needed this item is \$0.00.

2

\$ 0

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3

\$ 0

performance

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.
 All work to be done in a quality and workmanlike manner.
 All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

4

\$ 0

ALL LEAD WORK

INCLUDED IN LINE
ITEMS

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35,et.a.

Roof Repairs

5

\$ 20,000.

Tear Off Existing Roof and Install New

Remove ALL existing roofing and pile neatly and haul away immediately. Replace any damaged or rotten roof sheathing, and broken damaged slats ect. may remove gable vent on east side in order conform to budget.

Replace all flashing at chimney and install 30# felt paper, medal drip edge, new valley medal, vent boots, and flashing around chimney. Install new 24 gauge medal roofing and torch down vulcanized roofing materials where necessary.

NOTE: IF EXISTING SHEATHING OR STRUCTURAL MEMBERS ARE DETERIORATED, ROTTED, DAMAGED, NON- EXISTING, THE CONTRACTOR MUST CONTACT THIS AGENCY TO EXECUTE A CHANGE ORDER PRIOR TO ANY SHEATHING WORK BEING DONE THAT IS NOT DIRECTLY SPECIFIED IN THE WORK WRITE-UP.

-Roof Options: shasta white, white, preachment, or light almond.

Contractor Bid

Case#

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6**\$ 1,200**

Install Kneewall

Install 2" thick density foam board on east side of home where studs cut to rafter pitch so top plate sits flush on rafters. and make a air tight seal to unconditioned space.

7**\$ 1,000**

Remove Carport Roof

Remove the entire roof system of the CARPORT

Remove all materials including, wood framing, sheathing, shingles, drywall or plaster ceiling, siding gables, etc.

Pile debris neatly. Dispose of all materials in a timely manner, and the area rake cleaned. with all trash removed, i.e. nails etc.

8**\$ 4,000**

Replace carport roof

Replace roof over the carport with new aluminum or medal material to provide coverage after the removal of the existing structure. make material match the color of new roof.

Exterior Side Walls

9**\$ 3,222**

Stucco

Install lath and two coats of stucco to a minimum of 5/8" in all areas where there is no stucco installed on the south side of home. repair rock border on lower section of home on the south side approximately 2 ft and on the west side approximately 4 ft square area

10**\$ 2,765**

Install Wood Siding

Remove gabel end shingles on both sides south and north of home and replace with preprimed siding trimed and chalked. Include sheathing paper as needed. Install according to manufacturer's recommendations.

11**\$ 3,500**

Paint House Exterior

Following Lead proceeders Scrape all peeling and loose paint free from surface and apply one coat of breathable oil-based primer to all bare wood. Allow to dry, and apply finish coat of latex. Include all trim in complete house painting.

Electrical

12**\$ 3,800**

Do all electrical repairs as listed

Make all repairs listed below, and/or on the attached electrical report.

- 1) Replace outlets with GFICs at all locations within 6' of water source including kitchen sink, bath lavatories, washer, exterior outlets, etc. Install to NEC.
- 2) Exterior outlets to have weatherproof covers.
- 3) Replace any missing or cracked outlets, switches, or missing covers including the J Boxes in the attic..
- 4) Replace any burnt out with LED bulbs.
- 5) Check all of the circuits and repair issue int the livingroom north wall.

Bring other hazards to the rehab specialists attention such as old and defrayed wiring, light fixtures that do not work after replacing bulbs etc. .

Water Heater

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13

\$ 200.**Repair Hot Water Heater**

Make T&P exit the building

Lead positive repairs

14

\$ 500.**Install New Vinyl Replacement Window**

All work in this portion positive for lead will be primed where any and all repairs are made!

Install new vinyl, double pane double hung window in C-1 south bedroom 2 near stucco repair. Make any repairs needed to insure the integrity of rough opening. Include all hardware and trim (exterior wood to be wrapped). Include drip cap and aluminum screen. All interior and exterior wall repair to be included. Caulk as necessary. Windows must have Energy Star rating. Central Zone Energy star ratings are u-factor 0.40 solar heat gain 0.55 as of August 2002.

15

\$ 1,000.**Install Prehung Exterior Door**

Remove double doors D-2, make all repairs needed to open to install ;

Provide and install factory hung 1-3/4" raised panel/metal clad/foam core door,(Pease, Thermatru, Stanley or approved equal), complete with keyed lockset and trim both sides, dead bolt, vinyl bubble weatherstripping, and aluminum threshold. Make all necessary wall repairs and finish system to owner's preference.

16

\$ 800.**Repair Wood Beam**

Repair the existing beam as listed in the following.

1) Front porch beam needs to be encapsulated then chalked primed and painted.

17

\$ 500.**Remove Dormer**

Remove Dormer A-1 completely from home make any repairs needed to framing or sheathing in order to match the rest of the roof.

18

\$ 2,240.**Replace Fascia**

Remove and dispose of all existing fascia and replace with new material to match existing. Prime all sides before installation. Caulk all seams and nail with galvanized nails. Finish to match existing.

19

\$ 2,625**Box the eaves**

Repair any rafter tails nessessary, then after fascia is replaced box all the eaves with either trim metal to match the roof or primed on all sides plywood.

20

\$ 900.**Install 2 Prehung Interior Door**

Provide and install 2 factory hung 1-3/8" hollow core luan mahogany doors B-1 and D-1 complete with lockset, trim both sides, make all necessary wall repairs and finish to owner's preference. one from kitchen to bathroom the other from bathroom to bedroom.

21

\$ 500.**Replace Attic Access Door -**

Replace attic access door at the top of the staircase in bedroom make sure that it has a air tight seal from attic to conditioned space.

Contractor Bid

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22

\$ 200.

Install Carpet

Prepare staircase in bedroom leading to attic as per lead guidelines making sure that all surface area is covered Stairs and Risers as per manufacturer's recommendation. Include needed chrome threshold strips. (Material allowance of \$12.00 per square yard.)

Job Total Cost: \$ 48,952