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, JANUARY 22, 2019 - 10:00 A.M.

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

2. **REGULAR AGENDA ITEMS:**

   A. Information/Discussion/Action to ratify the Board of Supervisors' approval to support public transportation services for the Towns of Payson and Star Valley in the amount of $25,000; and to approve Economic Development Grant Agreement No. 121818 between Gila County and the Payson Senior Center for its Beeline Bus Transit System's Transit Program. **(Mary Springer)**

   B. Information/Discussion/Action to approve Economic Development Grant Agreement No. 121718 between Gila County and the Town of Miami to provide funding in the amount of $73,000 that will be used to fund the Town's Cobre Valley Community Transit System for the period June 19, 2018, through June 18, 2019. **(Mary Springer)**

   C. Information/Discussion/Action to adopt Resolution No. 19-01-03, which authorizes the disposal of an unnecessary public roadway being Hill Street between Block 24 and Block 25, all in the Miami Map No. 2 Subdivision, Official Map No. 23, Gila County Records, and the Chairman's signature on the Quit Claim Deeds conveying the abandoned roadway to Monty and Clara Nichols, and Freeport McMoRan Miami, Inc. **(Steve Sanders)**

D. Information/Action/Discussion to approve Funding Agreement No. 207-19 between the Arizona Department of Housing and the Gila County Community Services Department, Housing Services, to provide Southwest Gas Corporation Weatherization Assistance Program funding in the amount of $18,490 that will be used to provide weatherization services to eligible citizens residing in Gila County for the period of January 1, 2019, through December 31, 2019. **(Malissa Buzan)**

E. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 206-10-001 and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Marian Sheppard)**

3. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

A. Approval of the following precinct committeemen appointments, which have been determined to exist upon review of the precinct committeemen allotment table for the Democratic Party as submitted by Lynette Brouwer, Gila County Democratic Committee Chairman: Ashley Lorraine Dixon-Globe #1 Precinct; Jeanne Kathleen Polenz-Globe #4 Precinct; Theresa Whitfill McCarville-Tonto Basin Precinct; Frank Drinker Whiteside-Tonto Basin Precinct; Suzanne Joan Covert-Payson #2 Precinct; Ruby Diane Green-Payson #3 Precinct; Lynnette Brouwer-Payson #6 Precinct; and Judith Rae Tolle-Zane Grey Precinct.

B. Approval to appoint Mark Taylor, a general residential contractor, to the Gila County Building Safety Advisory and Appeals Board to fulfill Peter Oddonetto's unexpired term of office through December 31, 2019.

C. Acceptance of a grant award from the Arizona Companion Animal Spay and Neuter Committee in the amount of $7,000 that will be used to expand Gila County's discounted spay/neuter services in Gila County for a period of one year.

D. Approval of the January 8, 2019, Board of Supervisors' meeting minutes.

E. Approval of finance reports/demands/transfers for the reporting period of December 1, 2018 through December 31, 2018.

F. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the month of December 2018.

4. **CALL TO THE PUBLIC:** A 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.

5. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

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-5255 **Regular Agenda Item 2. A.**

Regular BOS Meeting

Meeting Date:	01/22/2019		
Submitted For:	Mary Springer, Finance Director		
Submitted By:	Mary Springer, Finance Director		
Department:	Finance		
Fiscal Year:	2018/2019	Budgeted?:	Yes
Contract Dates Begin & End:	1/8/2019 - 1/7/2020	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Ratification of the Board of Supervisors' approval to support public transportation services for the Towns of Payson and Star Valley in the amount of $25,000; and to approve Economic Development Grant No. 121818 between Gila County and the Payson Senior Center for the Beeline Bus Transit System's Transit Program for said grant.

Background Information

At the Board of Supervisors' May 1, 2018 meeting, the Payson Senior Center presented its plan to provide public transportation services to the Towns of Payson and Star Valley. The presentation included a request to the County to partially fund operational costs. The Payson Senior Center followed up with additional information confirming that they entered into a two-year contract with the Arizona Department of Transportation (ADOT) for a pilot program transit system that will reach Mesa Del, Payson and Star Valley. The request on November 5, 2018, also asked for support from the County in the amount of $25,000. Granting of these funds is allowed per the requirements outlined in A.R.S. § 11-254.

Evaluation

The Payson Senior Center received a two-year contract from ADOT to support the pilot program and is requesting support from partner agencies. This is a request to ratify the Board of Supervisors' approval to provide an economic development grant to the Payson Senior Center for its Beeline Bus Transit System's Transit Program in the amount of $25,000; and to approve Economic Development Grant Agreement No.

121818 between Gila County and the Payson Senior Center for said grant.

Conclusion

A check from Gila County in the amount of $25,000 was previously presented by the Board of Supervisors to the Payson Senior Center. The Board needs to approve Payson Senior Center's request for an economic development grant request in the amount of $25,000; and approve Economic Development Grant Agreement No. 121818.

Recommendation

Ratify the Board of Supervisors' approval to support public transportation services for the Towns of Payson and Star Valley in the amount of $25,000; and to approve Economic Development Grant No. 121818 between Gila County and the Payson Senior Center for its Beeline Bus Transit System's Transit Program

Suggested Motion

Information/Discussion/Action to ratify the Board of Supervisors' approval to support public transportation services for the Towns of Payson and Star Valley in the amount of $25,000; and to approve Economic Development Grant Agreement No. 121818 between Gila County and the Payson Senior Center for its Beeline Bus Transit System's Transit Program. **(Mary Springer)**

Attachments

Economic Development Agreement No. 121818

Supporting Documents

ECONOMIC DEVELOPMENT GRANT
AGREEMENT NO. 121818
BETWEEN
GILA COUNTY
AND
PAYSON SENIOR CENTER
FOR THE
BEELINE BUS TRANSIT SYSTEM'S TRANSIT PROGRAM

THIS AGREEMENT is made and entered into effective this ____ day of _____, 2018, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "County" and the Payson Senior Center, an Arizona municipal corporation, hereinafter referred to as "Payson Senior Center".

RECITALS

WHEREAS, The Payson Senior Center manages the Beeline Bus Transit System for the benefit of County, Town of Payson and Town of Star Valley;

WHEREAS, The County desires to provide funding to Payson Senior Center to assist with the Beeline Bus Transit System's Transit Program; and

WHEREAS, The County wishes to enter into an Economic Development Grant with Payson Senior Center to assist Payson Senior Center with its funding of the Beeline Bus Transit System Transit Program;

WHEREAS, County has determined that the purpose of this funding request is a public purpose and that expenditure of these funds will assist in the services provided by the Beeline Bus Transit Systems' Transit Program, which provides transportation to local citizens;

WHEREAS, The economic development grant will provide partial funding to the Payson Senior Center for this much needed program for the citizens of the Towns of Payson and Star Valley.

SCOPE

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

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

1. County grants and awards to Payson Senior Center an Economic Development Grant in the amount of Twenty-Five Thousand dollars ($25,000) (the Grant) for the benefit of the public to be used as set forth below.
2. Payson Senior Center shall use the Grant for the Beeline Bus Transit System, to improve service to the public.

3. Payson Senior Center shall post a statement crediting and acknowledging the County's Economic Development Grant funding at the Beeline Bus Transit System Building and include such a statement in all literature advertising the system.

4. Payson Senior Center shall provide to the County an annual report on the activities of the Beeline Bus Transit System no later than one (1) year after the passage of this Agreement. Said report will include the number of rides provided for all participants in the program, and the City, town or county limits in which the participants reside, employee wages, vehicle expenses, number of passengers, and the location of pick up and drop off (city, town or county limits). The detailed report shall be mailed to Finance Director Mary Springer, Gila County Finance Department, 1400 E. Ash Street, Globe, AZ 85501. All Records shall be public records.

5. This Agreement shall become effective when fully executed, by and under the authority of the governing body of each Party's jurisdiction, the initial term shall be for one year from the effective date. Thereafter it may be renewed annually for up to three (3) renewal terms by mutual agreement of the Parties.

6. If at any time during the term of this Agreement, or within twenty-four months thereafter, Payson Senior Center should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, Payson Senior Center shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

7. Payson Senior Center shall be solely responsible for compliance with all rules and regulations and the adoption and enforcement of required rules and regulations.

8. In conducting the program Payson Senior Center, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability. The Payson Senior Center shall adopt policies and ordinances intended to comply with this provision and provide copies to the County Administration.

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

Payson Senior Center
Attn: Joanne Conlin
514 W. Main
Payson, Arizona 85541

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

GENERAL TERMS

1. Indemnification: Payson Senior Center shall indemnify, defend, save and hold harmless County 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 Payson Senior Center or any of its, officers, directors, agents, employees. 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 Payson Senior Center 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 Payson Senior Center from and against any and all eClaims. It is agreed that Payson Senior Center will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, Payson Senior Center agrees to waive all rights of subrogation against County, its officers, officials, agents and employees for losses arising from the work performed by this Agreement.

2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.

3. Cancellation: This Agreement may be canceled for conflict of interest pursuant to the provisions of A.R.S. §38-511.

4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.

5. Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program.

   A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A).

Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

6. As required by A.R.S § 23-214(B), before receiving the economic development incentive, Payson Senior Center shall provide proof to the County that Payson Senior Center is registered with and is participating in the e-verify program.

7. Entire Agreement: This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

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

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

GILA COUNTY

Tim R. Humphrey, Chairman
Gila County Board of Supervisors

PAYSON SENIOR CENTER

Joanne Conlin
Board of Directors Chairperson

ATTEST

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors

APPROVED AS TO FORM

The Gila County Attorney' Office

RECEIVED

NOV 15 2018

FINANCE

GILA COUNTY

PAYMENT REQUEST

Vendor Name (Payee)		13204 Payson Senior Center Inc.			
Invoice Number:		Invoice Date:	11/14/2018	Request Date:	11/14/2018

G/L Number	Project Number	Amount
1005.201.610_4340.91		$ 25,000.00
		$ -
		$ -
	TOTAL	$ 25,000.00

Explanation of Request:

Public transit for Payson and Star Valley area.

Amber Warden — 11/14/2018

Prepared by: Amber Warden — **Date**

I do solemnly declare under penalties of perjury that the above and foregiong is a just and true account against Gila County; that the goods or services therein stated and itemized have been furnished or performed; that the items thereunto annexed are true and correct, and that no part thereof has been paid.

Jacqui Sanders — 11-15-18

Approved by : — **Date**

Payson Senior Center

514 W. Main Street
Payson, Arizona 85541
Ph: (928)474-4876
Fax: (928)474-6054
Thrift Store (928)474-3205
Federal ID# 74-2378900

November 5, 2018

Supervisor Tommie Martin
Supervisor Woody Cline
Supervisor Tim Humphrey
Gila County
1400 East Ash St
Globe, AZ 85501

RE: Public Transit for Payson and Star Valley Area

Dear Supervisors,

We would like to thank you for your approval to fund $25,000 this year for the public transit system in this area. The Payson Senior Center is excited to be able to start this small pilot program with your help and the help of Town of Payson and Town of Star Valley.

The following is an update of what hast taken place since our May presentation:

- ADOT and Payson Senior Center have signed a 2 year contract for a pilot program transit system that will reach Mesa Del, Payson and Star Valley. See attached revised budget.
- The name of our public transit is Beeline Bus. The website is beelinebus.info
- The two buses are in process of being retrofitted for FTA required equipment
- Public transit will start December 3rd. There will be a launch party November 30th from 11 to 1 in the Bashas' mall near Big Lots.
- Bus wrap advertising is in process of being put on the 2 buses. We have been able to sell all spots on the two buses and we are now working on business card ads for the ridership guide.
- Routes are determined and we are in process of getting bus signs for each stop and creating the ridership guide.
- We have had very positive feedback from the community for this service. They know this is a small service area and limited to 5 days a week but they are very happy transit has come to this area.

Thank you again for supporting this important service. Please let me know if you have questions or comments on this.

Best regards,

Joanne Conlin

Joanne Conlin
Board of Directors Chairperson

Exhibit A - Federal Transit Administration

Agency Name:	Payson Senior Center, Inc.	**Grant Program:**	5311	**Contract Number:**	GRT-18-0007105-T
Vendor Number:	PZ000064636	**Indirect Cost Rate:**	N/A	**De Minimis Rate Used:**	N/A

Program Number / Phase / Grant Number (FAIN)	Scope / FP Code	ADOT Procured	CFDA Number	Fund Type	Project Award Description	Funding Period (Fed Award Date = Start Date)	Fed Match	Federal Award Obligated	Local Match	Total Award
1 G1C18A6T / AZ-2018-017-01	A6	No	20.509 Formula Grants for Non-Urbanized Areas	Administration	11.79.00 / 1 / Administration	2018-10-01 2019-09-30	80 %	$ 52,000.00	$ 13,000.00	$ 65,000.00
2 G1C189AT / AZ-2018-017-01	A9	No	20.509 Formula Grants for Non-Urbanized Areas	Capital	11.7A.00 / 1 / Preventive Maintenance	2018-10-01 2019-09-30	80 %	$ 4,000.00	$ 1,000.00	$ 5,000.00
3 G1C18B2T / AZ-2018-017-01	B2	No	20.509 Formula Grants for Non-Urbanized Areas	Capital	11.14.04 / 1 / Rehabilitation : Bus < 30 FT	2018-10-01 2019-09-30	90 %	$ 27,450.00	$ 3,050.00	$ 30,500.00
4 G1C18B2T / AZ-2018-017-01	B2	No	20.509 Formula Grants for Non-Urbanized Areas	Capital	11.14.04 / 1 / Rehabilitation : Bus < 30 FT	2018-10-01 2019-09-30	90 %	$ 20,700.00	$ 2,300.00	$ 23,000.00
5 G1C18B1T / AZ-2018-017-01	B1	No	20.509 Formula Grants for Non-Urbanized Areas	Capital	11.32.09 / 1 / Bus Signage	2018-10-01 2019-09-30	90 %	$ 4,500.00	$ 500.00	$ 5,000.00
6 G1C18A7T / AZ-2018-017-01	A7	No	20.509 Formula Grants for Non-Urbanized Areas	Operating	30.09.02 / 1 / Operating	2018-10-01 2019-09-30	58 %	$ 58,000.00	$ 42,000.00	$ 100,000.00

Agency Name:	Payson Senior Center, Inc.	**Grant Program:**	5311	**Contract Number:**	GRT-18-0007105-T
Vendor Number:	PZ000064636	**Indirect Cost Rate:**	N/A	**De Minimis Rate Used:**	N/A

This award does not include R&D.

TOTALS:	$ 166,650.00	$ 61,850.00	$ 228,500.00

Approver: Aubree Perry **Date Approved:** Sep 27 2018 11:58AM

Your application/contract signature indicated acceptance of this Exhibit A where it does not exceed the award requested on your application. Signature is required on Exhibit A only when there is an increase in local match requirements. If your agency chooses to not accept this award, immediately contact your Program Manager. ADOT reserves the right to modify the Exhibit A as long as the local match does not exceed the original application amount including administrative changes such as changing the federal grant and or Program number. In the event that a signature is required, the signature of the agency's designated legal signatory is required on this form and the signed form is to be returned to the ADOT Contract Specialist. The modified Exhibit A shall be a part of the Agreement as if the signature were fully set forth therein. The signed pages can be printed from the Upload page in E-grants.

Name of Signatory: _____ Signature: _____ Date _____

ORGANIZATION NAME	Payson Senior Center, Inc		
DATE PREPARED			
	Year 1 Total Budget	Year 2 Total Budget	Total Combined Year 1+2 Budgets
ADMINISTRATION			
Administrative Supplies	500.00	500.00	1,000.00
Administrative Staff	19,200.00	19,200.00	38,400.00
Administrative Overhead (COB)	-	-	-
Administrative Equipment	-	-	-
Financial Staff	-	-	-
Fringe Benefits (Admin)	3,224.00	2,880.00	5,760.00
General Liability Insurance	4,800.00	4,800.00	9,600.00
HR / Employee Recruitment	1,000.00	1,000.00	2,000.00
In-kind (Administration)	-	-	-
Management Support	-	-	-
Management / Contractor Fee	-	-	-
Marketing / Advertising	4,000.00	3,000.00	6,750.00
Phones / Internet	376.00	1,200.00	2,400.00
Postage	2,000.00	1,500.00	4,600.00
Printing	4,000.00	1,000.00	5,000.00
Professional Services	6,000.00	3,600.00	7,200.00
Program Audit	-	1,000.00	1,000.00
Program Manager	-	-	-
Rental Equipment	-	-	-
Space Rental	-	-	-
Staff Other	-	-	-
Substance Abuse Program	650.00	300.00	950.00
Transit Director	-	-	-
Transit Manager / Coordinator	5,600.00	9,600.00	19,200.00
Travel - non training	1,000.00	700.00	1,200.00
Utilities	-	600.00	1,200.00
Insurance	12,000.00	12,000.00	24,000.00
Other	650.00	-	-
Total Administration Costs	**65,000.00**	**62,880.00**	**130,260.00**
ADOT APPROVED	65,000.00		
Not Paying	-		
OPERATING			
Administrative Assistant	-	-	-
Dispatcher(s)	4,000.00	7,200.00	13,200.00
Driver Training and Certifications	2,000.00	600.00	1,200.00
Driver Salaries	92,000.00	90,000.00	182,000.00
Facility Maintenance / Janitorial	-	-	-
Financial Staff	-	-	-
Fringe Benefits	12,480.00	14,580.00	29,280.00
Fuel	14,400.00	9,960.00	21,060.00
Mechanic(s)	-	-	-
Oil	-	400.00	400.00
Operating Supplies	350.00	650.00	1,300.00
Operations Management	-	-	-
Printing	200.00	1,000.00	2,000.00
Radio Services / Equipment	480.00	1,800.00	2,280.00

ORGANIZATION NAME	Payson Senior Center, Inc		
DATE PREPARED			
	Year 1 Total Budget	Year 2 Total Budget	Total Combined Year 1+2 Budgets
Service Contract	-	-	-
Software Maintenance	100.00	500.00	2,000.00
Supervisor(s)	-	-	-
Tires / Parts / Maintenance	-	4,500.00	9,125.00
Travel	1,500.00	700.00	1,400.00
Uniforms	500.00	300.00	600.00
Preventive Maintenance	-	-	-
Vehicle Licenses	200.00	200.00	400.00
Other	500.00	375.00	1,225.00
Volunteer Drivers	-	-	-
In-Kind (Ops/Intercity)	-	-	-
Staff Other	-	-	-
Total Operating Costs	**128,710.00**	**132,765.00**	**267,470.00**
Deductions including Fares Earned	28,710.00	14,400.00	23,400.00
Net Operating Costs	**100,000.00**	**118,365.00**	**244,070.00**
ADOT APPROVED	100,000.00		
Not Paying	-		
CAPITAL			
Bus(will take transfer)	-	-	-
Bus (14 passenger)	-	-	-
Retorfit 2 buses	53,500.00	-	53,500.00
Route Signage	5,000.00	-	5,000.00
Communications System	-	-	26,000.00
Preventative Maintenance	5,000.00	-	-
Total Capital Costs	**63,500.00**	-	**84,500.00**
ADOT APPROVED	63,500.00		
Not Paying	-		
PLANNING			
CAG Feasibility Study	-	-	-
	-	-	-
Total Planning Costs	-	-	-
TOTAL REQUEST	**228,500.00**	**181,245.00**	**458,830.00**

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248232325
Aug. 06, 2018 LTR 4168C 0
74-2378900 000000 00
00023721
BODC: TE

PAYSON SENIOR CENTER INC
514 W MAIN ST
PAYSON AZ 85541

054136

Employer ID number: 74-2378900
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated July 26, 2018, about your tax-exempt status.

We issued you a determination letter in December 1985, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

0248232325
Aug. 06, 2018 LTR 4168C 0
74-2378900 000000 00
00023722

PAYSON SENIOR CENTER.INC
514 W MAIN ST
PAYSON AZ 85541

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Kim A. Billups, Operations Manager
Accounts Management Operations 1

ARF-5266 **Regular Agenda Item 2. B.**

Regular BOS Meeting

Meeting Date: 01/22/2019
Submitted For: Mary Springer, Finance Director
Submitted By: Mary Springer, Finance Director
Department: Finance

Information

Request/Subject

Economic Development Grant Agreement No. 121718 for the Town of Miami's Cobre Valley Community Transit System

Background Information

Dating back to 2012, Gila County has been providing an economic development grant to the Town of Miami to assist the Town with the costs to operate its Cobre Valley Community Transit (CVCT) System. This System provides transit to not only Town of Miami residents but to City of Globe residents and those people that reside in unincorporated Gila County. The CVCT System has a fixed route and its "Dial-A-Ride" program has been operational since 1987.

On September 26, 2017, the Board of Supervisors approved Agreement No. 072417 to provide economic development funds to the Town of Miami for its CVCT System in the amount of $61,000 as the Board determined that the CVCT System is for the benefit of the public and it improves or enhances the economic welfare of the inhabitants of Gila County. Granting of these funds was allowed per the requirements outlined in A.R.S. § 11-254.

On June 19, 2018, the Town of Miami Manager, Joseph Heatherly, presented an update of the CVCT System's activities over the last year, July 2017 to June 2018, as required by Agreement No. 072417. At that time, the current local match split was $61,000 being provided by Gila County; $61,000 being provided by the City of Globe; and approximately $73,000 being provided by the Town of Miami. Mr. Heatherly pointed out that the Town provided ridership studies which substantiates its position that the majority of those who utilize the system are not Miami Town residents. The ridership is more heavily weighted toward Globe and unincorporated County residents. Based on actual costs and the ridership, the Town of Miami requested to split the

operating costs equally between the three entities as follows: Miami-$73,000; Globe-$73,000; and unincorporated Gila County-$73,000. The Board of Supervisors unanimously voted to provide $73,000 to the Town of Miami for the CVCT System; and it was agreed that an agreement between the County and the Town be presented to the Board for approval at a future Board meeting.

Evaluation

Economic Development Grant Agreement No. 121718 that is between the Town of Miami and Gila County needs to be presented to the Board for approval. The $73,000 has already been distributed to the Town of Miami.

Conclusion

The Board of Supervisors needs to consider authorizing its Chairman to sign the Agreement.

Recommendation

It is recommended that the Board of Supervisors enter into Economic Development Grant Agreement No. 121718 in the amount of $73,000 with the Town of Miami to provide funding for the Town's CVCT System for one year, from June 19, 2018, through June 18, 2019.

Suggested Motion

Information/Discussion/Action to approve Economic Development Grant Agreement No. 121718 between Gila County and the Town of Miami to provide funding in the amount of $73,000 that will be used to fund the Town's Cobre Valley Community Transit System for the period June 19, 2018, through June 18, 2019. **(Mary Springer)**

Attachments

Economic Development Grant No. 121718

ECONOMIC DEVELOPMENT GRANT AGREEMENT NO. 121718 BETWEEN GILA COUNTY AND THE TOWN OF MIAMI FOR THE COBRE VALLEY COMMUNITY TRANSIT SYSTEM.

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2018, by and between Gila County, a political subdivision of the State of Arizona (the "County") and the Town of Miami, an Arizona municipal corporation ("Miami").

RECITALS

WHEREAS, Miami manages and operates the Cobre Valley Community Transit System (the "Transit System") for the benefit of the County, Miami and the City of Globe;

WHEREAS, the Transit System has been operating below potential due to funding cuts by the State of Arizona and the County. Due to continued state and federal budget cuts, the Local Area Transportation Funds II ("LTAF") funding to the County has been discontinued;

WHEREAS, Miami has requested funding from the County in the form of an Economic Development Grant (the "Grant") to help replace the LTAF II funding that has been discontinued to County;

WHEREAS, the County pursuant to the terms and conditions of this Agreement desires to provide the Grant to Miami assist with the funding of the Transit System and provide a portion of County's state-funded Local Area Transportation Funds II

WHEREAS, the County has determined that the Grant is for a public purpose and that expenditure of these funds will assist in the continued services provided by the Transit System, which provides transportation to local citizens in the County;

WHEREAS, the Grant will provide Miami with additional time to obtain alternative means of funding for this much needed program for the citizens the County.

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

SCOPE

The County pursuant to A.R.S. §11-254 hereby agrees to provide an initial Grant (the "Initial Grant") in the amount of $73,000 to Miami for which Miami hereby acknowledges receipt prior to the execution of this Agreement to be used as set forth hereafter:

1. Miami shall use the Initial Grant and any subsequent grants solely for the Transit System to improve service to the public.

2. Miami shall post a statement crediting and acknowledging the County's funding of the Grant at the Cobre Valley Community Transit System Building and include such a statement in all literature advertising the Transit System.

3. Miami shall provide to the County with an annual report on the activities of the Transit System no later than one (1) year after the execution of this Agreement. Said report will include the number of rides provided for all participants in the program, and the City, town or county limits in which the participants reside, employee wages, vehicle expenses, number of passengers, and the location of pick up and drop off (city, town or county limits). The detailed report shall be mailed to Finance Director Mary Springer, Gila County Finance Department, 1400 E. Ash Street, Globe, AZ 85501. All Records shall be public records.

4. This Agreement shall become effective when fully executed, by and under the authority of the governing body of each party's jurisdiction, the initial term shall be for one year from the effective date. Thereafter, it may be renewed annually for up to three (3) renewal terms by agreement of the parties, with the amount of any subsequent Grants agreed by the parties for each renewal term.

5. If at any time during the term of this Agreement, or within twenty-four (24) months thereafter, Miami should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the Transit System, Miami shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

6. Miami shall be solely responsible for compliance with all rules and regulations and the adoption and enforcement of required rules and regulations pertaining to the Transit System.

7. In conducting the Transit System, Miami, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability. The Miami Town Council shall adopt policies and ordinances intended to comply with this provision and provide copies to the County Administration.

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

Town of Miami	Gila County Board of Supervisors
Attn: Joe Heatherly	Attn: James Menlove
500 W. Sullivan Street	1400 E. Ash Street
Miami, Arizona 85539	Globe, Arizona 85501

GENERAL TERMS AND CONDITIONS

1. Indemnification: Miami shall indemnify, defend, save and hold harmless the County 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 Miami or any of its, officers, directors, agents, employees. 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 Miami 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 Miami from and against any and all Claims. It is agreed that Miami will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, Miami agrees to waive all rights of subrogation against County, its officers, officials, agents and employees for losses arising from the work performed by this Agreement.

2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.

3. Cancellation: This Agreement may be canceled for conflict of interest pursuant to the provisions of A.R.S. §38-511.

4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.

5. Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

6. Entire Agreement: This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

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

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

GILA COUNTY	**TOWN OF MIAMI**
_____	_____
Tim R. Humphrey, Chairman Board of Supervisors	Darryl Dalley, Mayor Town Council
Attest:	**Attest:**
_____	_____
Marian Sheppard, Clerk Board of Supervisors	Karen Norris, Town Clerk
Approved as to form:	**Approved as to form:**
_____	_____
The Gila County Attorney's Office	Town Attorney

ARF-5260 **Regular Agenda Item 2. C.**

Regular BOS Meeting

Meeting Date: 01/22/2019
Submitted For: Steve Sanders, Director
Submitted By: Shannon Boyer, Executive Administrative Asst.
Department: Public Works

Information

Request/Subject

Adoption of Resolution No. 19-01-03 authorizing the disposal of an unnecessary public roadway being Hill Street and the Chairman's signature on the Quit Claim Deeds deeding the roadway to Monty and Clara Nichols and Freeport McMoRan Miami Inc.

Background Information

During the regular meeting of the Gila County Board of Supervisors held on December 18, 2018, the Board accepted a bid in the amount of $3130.00 from Monty and Clara Nichols for the purchase of Hill Street adjacent to their property. The Board also accepted a bid in the amount of $3130.00 from the Freeport McMoRan Miami Inc. for the purchase of Hill Street adjacent to their property.

Evaluation

The bidders have met all the requirements of the current Gila County policy on abandonment of roadways in Gila County.

Conclusion

The next and final step in the process is for the Board of Supervisors to adopt a resolution which authorizes the disposal of Hill Street between Block 24 and Block 25, all in the Miami Map No. 2 Subdivision, Official Map No. 23 Gila County Records, Gila County, Arizona, and the Chairman's signature on the Quit Claim Deeds deeding the abandoned roadway to Monty and Clara Nichols and Freeport McMoRran Miami Inc.

Recommendation

It is the recommendation of the Public Works Department Director that the Board of Supervisors adopt Resolution No. 19-01-03.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 19-01-03, which authorizes the disposal of an unnecessary public roadway being Hill Street between Block 24 and Block 25, all in the Miami Map No. 2 Subdivision, Official Map No. 23, Gila County Records, and the Chairman's signature on the Quit Claim Deeds conveying the abandoned roadway to Monty and Clara Nichols, and Freeport McMoRan Miami, Inc. **(Steve Sanders)**

Attachments

Resolution No. 19-01-03

QCD to Nichols

QCD to Freeport_McMoran

When recorded please send to
Marian Sheppard, BOS

RESOLUTION NO. 19-01-03

A RESOLUTION APPROVING THE DISPOSAL OF AN UNNECESSARY PUBLIC ROADWAY BEING HILL STREET BETWEEN BLOCK 24 AND BLOCK 25, ALL IN THE MAIMI MAP NO. 2 SUBDIVISION, OFFICIAL MAP NO. 23, GILA COUNTY RECORDS, GILA COUNTY, ARIZONA

WHEREAS, Monty and Clara Nichols, and Freeport McMoRan Miami Inc. are owners of the land adjoining that parcel of land hereinbefore described; and

WHEREAS, it has been determined that the disposal of the unnecessary public roadway will not leave any property without access to public roads and streets of Gila County, and is no longer necessary for public use, and the same should be granted; and

WHEREAS, it is to the best interest of the COUNTY OF GILA to be relieved of the obligation to maintain said parcel of land;

NOW, THEREFORE, BE IT RESOLVED by the Gila County Board of Supervisors:

Section 1: That the portion of land described herein and constituting Hill Street between Block 24 and Block 25, all in the Miami Map No. 2 Subdivision, Official Map No. 23 Gila County Records, Gila County, Arizona, is hereby vacated and abandoned, subject, however, to all existing water, gas and utility easements now existing on said parcel of land.

Section 2: That the Chairman of the said Board of Supervisors, be, and he is hereby authorized, empowered and directed to make, execute and deliver in the name and under the seal of the COUNTY OF GILA, a quit claim deed conveying Monty and Clara Nichols, and Freeport McMoRan Miami Inc., as owners of the adjacent property, that parcel of land hereinbefore described, and to cause said Deed to be attested and the seal of the said COUNTY OF GILA to be affixed thereto by the Clerk of the said Supervisors.

The quit claim deeds and legal descriptions are attached for informational purposes only and will be recorded as separate documents

PASSED AND ADOPTED this 22nd day of January 2019, at Globe, Gila County, Arizona

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard, Clerk Tim R. Humphrey, Chairman

Approved as to form:

_____

The Gila County Attorney's Office

When recorded return to:
Gila County Public Works Dept.
745 N. Rose Mofford Way
Globe, AZ 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars ($10.00), and other valuable consideration, **GILA COUNTY, a BODY POLITIC,** does hereby release, devise, and forever quitclaim to **MONTY P. NICHOLS and CLARA L. NICHOLS, Co-trustees for the Revocable Nichols Family Trust dated May 26, 1999,** all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made a part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this _____ day of _____ 2019

Approved:

_____
Tim R. Humphrey, Chairman
Gila County Board of Supervisors

Attest:

_____
Marian Sheppard, Clerk

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared Tim R. Humphrey, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Clerk of the Board, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

EXHIBIT "A"
VACATION DESCRIPTION
Portion of Hill Street
Adjacent to Block 24,
Miami Map No. 2, Plat Map No. 23

Gila County Public Works **December 31, 2018**
Job No. GC2018-22 **Page 1 of 1**

The northeast half of 100 feet wide Hill Street as shown on Miami Map No. 2, Official Plat Map Number 23, Gila County Records, lying within the northwest quarter of Section 29, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, said northeast half bounded on the northwest by the subdivision boundary, on the northeast by the southwesterly line of Block 24 of said Miami Map No. 2 and its northwesterly prolongation, and on the southeast by the southwesterly prolongation of the southeasterly line of said Block 24, having an area of 0.136 acres, more or less.

SUBJECT TO: Arizona Revised Statute § 28-7210 all Rights of way or easements of existing sewer, gas, water, or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposal or vacation thereof.

When recorded return to:
Gila County Public Works Dept.
745 N. Rose Mofford Way
Globe, AZ 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars ($10.00), and other valuable consideration, **GILA COUNTY, a BODY POLITIC,** does hereby release, devise, and forever quitclaim to **FREEPORT-MCMORAN MIAMI INC., a Delaware corporation,** all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made a part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this _____ day of _____ 2019

Approved: Attest:

_____ _____
Tim R. Humphrey, Chairman Marian Sheppard, Clerk
Gila County Board of Supervisors

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared Tim R. Humphrey, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Clerk of the Board, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

_____
My Commission Expires: Notary Public

EXHIBIT "A"
VACATION DESCRIPTION
Portion of Hill Street
Adjacent to Block 25,
Miami Map No. 2, Plat Map No. 23

Gila County Public Works **December 31, 2018**
Job No. GC2018-22

The southwest half of 100 feet wide Hill Street as shown on Miami Map No. 2, Official Plat Map Number 23, Gila County Records, lying within the northwest quarter of Section 29, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, said southwest half bounded on the northwest by the subdivision boundary, on the southwest by the northeasterly line of Block 25 of said Miami Map No. 2 and its northwesterly prolongation, and on the southeast by the northeasterly prolongation of the southeasterly line of said Block 25, having an area of 0.136 acres, more or less.

SUBJECT TO: Arizona Revised Statute § 28-7210 all Rights of way or easements of existing sewer, gas, water, or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposal or vacation thereof.

When recorded return to:
Gila County Public Works Dept.
745 N. Rose Mofford Way
Globe, AZ 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars ($10.00), and other valuable consideration, **GILA COUNTY, a BODY POLITIC,** does hereby release, devise, and forever quitclaim to **MONTY P. NICHOLS and CLARA L. NICHOLS, Co-trustees for the Revocable Nichols Family Trust dated May 26, 1999,** all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made a part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this _____ day of _____ 2019

Approved:

_____
Tim R. Humphrey, Chairman
Gila County Board of Supervisors

Attest:

_____
Marian Sheppard, Clerk

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared Tim R. Humphrey, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Clerk of the Board, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

EXHIBIT "A"
VACATION DESCRIPTION
Portion of Hill Street
Adjacent to Block 24,
Miami Map No. 2, Plat Map No. 23

Gila County Public Works **December 31, 2018**
Job No. GC2018-22 **Page 1 of 1**

The northeast half of 100 feet wide Hill Street as shown on Miami Map No. 2, Official Plat Map Number 23, Gila County Records, lying within the northwest quarter of Section 29, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, said northeast half bounded on the northwest by the subdivision boundary, on the northeast by the southwesterly line of Block 24 of said Miami Map No. 2 and its northwesterly prolongation, and on the southeast by the southwesterly prolongation of the southeasterly line of said Block 24, having an area of 0.136 acres, more or less.

SUBJECT TO: Arizona Revised Statute § 28-7210 all Rights of way or easements of existing sewer, gas, water, or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposal or vacation thereof.

When recorded return to:
Gila County Public Works Dept.
745 N. Rose Mofford Way
Globe, AZ 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars ($10.00), and other valuable consideration, **GILA COUNTY, a BODY POLITIC,** does hereby release, devise, and forever quitclaim to **FREEPORT-MCMORAN MIAMI INC., a Delaware corporation,** all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made a part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this _____ day of _____ 2019

Approved: Attest:

_____ _____
Tim R. Humphrey, Chairman Marian Sheppard, Clerk
Gila County Board of Supervisors

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared Tim R. Humphrey, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Clerk of the Board, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

_____
My Commission Expires: Notary Public

EXHIBIT "A"
VACATION DESCRIPTION
Portion of Hill Street
Adjacent to Block 25,
Miami Map No. 2, Plat Map No. 23

Gila County Public Works **December 31, 2018**
Job No. GC2018-22

The southwest half of 100 feet wide Hill Street as shown on Miami Map No. 2, Official Plat Map Number 23, Gila County Records, lying within the northwest quarter of Section 29, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, said southwest half bounded on the northwest by the subdivision boundary, on the southwest by the northeasterly line of Block 25 of said Miami Map No. 2 and its northwesterly prolongation, and on the southeast by the northeasterly prolongation of the southeasterly line of said Block 25, having an area of 0.136 acres, more or less.

SUBJECT TO: Arizona Revised Statute § 28-7210 all Rights of way or easements of existing sewer, gas, water, or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposal or vacation thereof.

ARF-5270 **Regular Agenda Item 2. D.**

Regular BOS Meeting

Meeting Date:	01/22/2019		
Submitted For:	Malissa Buzan, Director		
Submitted By:	Allison Torres, Case Manager		
Department:	Community Services		
Division:	Comm. Action Program/Housing Servs.		
Fiscal Year:	2018-2019	Budgeted?:	Yes
Contract Dates Begin & End:	January 1, 2019 - December 31, 2019	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Funding Agreement No. 207-19 with the Arizona Department of Housing for the Southwest Gas Corporation Weatherization Assistance Program (SWG WAP).

Background Information

Funding Agreement No. 204-18 was approved by the Gila County Board of Supervisors on November 7, 2017.

Funding Agreement No. 212-18 was approved by the Gila County Board of Supervisors on February 20, 2018.

Evaluation

Funding Agreement No. 207-19 will provide $18,490 of SWG WAP funding to be used to provide weatherization services to eligible citizens residing in Gila County.

Conclusion

If the Board of Supervisors approves Funding Agreement No. 207-19, the Gila County Community Services Department, Housing Services, will use SWG WAP funding to provide weatherization services to eligible citizens residing in Gila County.

Recommendation

The Community Services Department Director recommends that the Board of Supervisors approve Funding Agreement 207-19 in order for the Gila County Community Services Department, Housing Services, to provide weatherization services to eligible citizens residing in Gila County.

Suggested Motion

Information/Action/Discussion to approve Funding Agreement No. 207-19 between the Arizona Department of Housing and the Gila County Community Services Department, Housing Services, to provide Southwest Gas Corporation Weatherization Assistance Program funding in the amount of $18,490 that will be used to provide weatherization services to eligible citizens residing in Gila County for the period of January 1, 2019, through December 31, 2019. **(Malissa Buzan)**

Attachments

Funding Agreement No. 207-19

Funding Agreement No. 212-18

DOUGLAS A. DUCEY
Governor

CAROL DITMORE
Director

STATE OF ARIZONA
DEPARTMENT OF HOUSING
1110 WEST WASHINGTON, SUITE 280
PHOENIX, ARIZONA 85007

(602) 771-1000 WWW.AZHOUSING.GOV
FAX: (602) 771-1002

December 21, 2018

Ms. Malissa Buzan
Gila County
5515 S. Apache Ave., Suite 200
Globe, Arizona 85501-4430

Recipient: Gila County
Weatherization Assistance Program
REPLY DUE: January 31, 2019

Dear Ms. Buzan,

Enclosed for your Chief Elected Official's signature are two (2) copies of the new Funding Agreement for FY2019 SWG Weatherization Assistance Program (WAP). The form and content of this Funding Agreement has been approved by the Assistant Attorney General for ADOH and will not be modified or altered. The effective date of the agreement will be the date it is signed by the State of Arizona, Department of Housing (ADOH). The expiration date appears at the top of page one of the agreement. Eligible expenditures incurred beginning January 1, 2019 will be covered by this Funding Agreement.

Please execute and return both of the Funding Agreement copies with original signatures to ADOH by the date indicated above. After the appropriate person at ADOH signs, a fully executed original hardcopy of the Funding Agreement will be forwarded to you and the Attachment D Request for Payment Form will be sent to you electronically. Should you require more than two (2) copies of the Funding Agreement, please contact Melissa Swain, ADOH Programs Administrative Assistant as soon as possible.

If you have questions or concerns about this letter or the enclosures, please contact me at kathy.blodgett@azhousing.gov or (602) 771-1021.

Sincerely,

Katherine E. Blodgett, PCED, Administrator
Community Development and Revitalization Programs

Enclosures

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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AGREEMENT NO. 207-19
TERMINATION DATE December 31, 2019

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
GILA COUNTY
FOR
SWG WEATHERIZATION

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH")**, located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☐ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").

☐ A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").

☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").

☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").

☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("**NHTF**").

☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").

☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

☒ Southwest Gas Corporation, Weatherization Assistance Program ("**SWG WAP**").

and

GILA COUNTY

(Entity)

An Arizona County ("Recipient") DUNS #02-407-1339, located at

Office of Community Services, 5515 S. Apache Ave., Suite 200

Street

Globe, Arizona 85501

City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $18,490.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☐ **CDBG**, CFDA # 14.228
Federal Fiscal Year _____
$_____

☐ **HOME**, CFDA # 14.239
Federal Fiscal Year _____
$_____

☐ **HTF**
State Fiscal Year _____
$_____

☐ **HPF**
State Fiscal Year _____
$_____

☐ **HOPWA**, CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **COC**, CFDA # 14.267
Federal Fiscal Year _____
$_____

☐ **NHTF,** CFDA # 14.275
Federal Fiscal Year _____
$_____

☐ **DOE WAP,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **LIHEAP WAP,** CFDA # 93.568
Federal Fiscal Year _____
$_____

☒ **SWG WAP**
State Fiscal Year 2019
$18,490.00

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until DECEMBER 31, 2019 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G,** ***Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☐ **CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan;* (4) *ADOH ERR Handbook;* (5) *ADOH Labor Standards Handbook;* (6) *CDBG Application Handbook;* (7) *CDBG Grant Administration Handbook;* and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan;* (4) *ADOH ERR Handbook;* (5) *ADOH Labor Standards Handbook;* and (6) the *State Housing Fund Program Summary and Application Guide.*

☐ **HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.

☐ **HPF** funds require adherence to the *Special Needs Housing Manual* as revised.

☐ **COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual.*

☐ **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual.*

☐ **NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan;* (3) *State Housing Fund Program Summary and Application Guide;* (4) State of Arizona Qualified Allocation Plan; and *(5) National Housing Trust Fund Allocation Plan.*

☐ **DOE WAP** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan);* (3) *Health and Safety Plan (HSD Plan);* (4) *the Arizona Weatherization Policies and Procedures Handbook;* (5) *Arizona Weatherization Assistance Program Field Guide;* (6) *Standard Work Specifications;* and (7) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (3) *Health and Safety Plan (HSD Plan);* (4) *the Arizona Weatherization Policies and Procedures Handbook;* (5) *Arizona Weatherization Assistance Program Field Guide;* (6) *Standard Work Specifications;* and (7) *WAP Memorandum 15-10 Quality Management Plan.*

☒ **SWG WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (2) *Health and Safety Plan (HSD Plan);* (3) *the Arizona Weatherization Policies and Procedures Handbook;* (4) *Arizona Weatherization Assistance Program Field Guide;* (5) *Standard Work Specifications;* and (6) *WAP Memorandum 15-10 Quality Management Plan.*

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work.*

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;
(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;
(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
(f) The ownership entity changes; and
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 **Performance Report.** Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

☐ **HOME, NHTF, HTF** funded rental development projects ("Rental Projects"). Or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).

☐ **HOME, HTF and CDBG** non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☐ **COC** funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.

☐ **HOPWA** funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.

☒ **DOE WAP, LIHEAP WAP and SWG WAP** funded projects ("Weatherization Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

7.2 **Contract Closeout—Completion Reports and Post-Funding Audits.** Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in

writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **Rental Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within

fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Homeless Projects funded with HTF, HPF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **Weatherization.** Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☐ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☐ **HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

(a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

☒ **WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-

(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

☐ **WEATHERIZATION (DOE WAP, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☐ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In

no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 **Definitions.** For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by

Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work;* and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement.

ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired

or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
(d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
(e) Recapture funds and terminate contract;
(f) Withhold future ADOH grant awards from all sources; or
(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, either party may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including

information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

☐ **CDBG funded projects only:** All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

☒ **WEATHERIZATION projects only:** All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of

this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, LIHEAP WAP) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42

U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) In accordance with A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A).

(b) A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract.

(c) Each party retains the legal right to inspect the papers of the other and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

GILA COUNTY, OFFICE OF COMMUNITY SERVICES
Entity
MALISSA BUZAN
Attention (if applicable)
5515 S. APACHE AVENUE, SUITE 200
Mailing Address
GLIOBE, ARIZONA 85501
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. A.R.S. §35-393.01.

Recipient warrants it is not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOUSING	**Gila County RECIPIENT**
BY: _____	BY: _____
Carol L. Ditmore	Tim R. Humphrey
TITLE: Director	TITLE: Chairman, Board of Supervisors
DATE: _____	DATE: _____

Approved as to form:

_____

The Gila County Attorney's Office

ATTACHMENT A
SCOPE OF WORK

The Arizona Department of Housing Weatherization Assistance Program (ADOH WAP) award will be comprised of Southwest Gas Corporation (SWG) Utility funds. Funding will allow Gila County (**recipient**) to provide installation/repair of energy efficiency measures to dwellings occupied by low-income households who are SWG customers in Gila County Arizona.

This contract award is contingent upon:

A. Assistance is reserved for the following incomes:
   a. SWG funds (restricted to SWG Customers only): 200% of Federal Poverty Guidelines as published annually.

B. The program will prioritize services to the following populations:
   a. Elderly;
   b. Handicapped; and
   c. Families with children under the age of five (5).

C. SWG WAP funding requires adherence to the Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and SWG Approved Measures List.

D. Maximum investment per unit is as follows:
   a. SWG (funds restricted to SWG Customers only): $3,300 maximum investment per unit, which consists of $3,000 toward energy efficient (including health and safety) measures and up to $300 for administration. Administrative costs must not exceed 10% of cost for measures. Health and Safety must not exceed 25% of Program Operations costs.

E. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.

F. Gila County will be expected to fully expend awarded funds and complete the following number of units:
   a. SWG: six (6) completed units passing final inspection and ADOH WAP monitoring.

Arizona Department of Housing

SWG WEATHERIZATION

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	Gila County			Date	
Contract No	**207-19** Contract Period: from 1/1/2019 to 12/31/2019			Revision #	
Activity	Weatherization Assistance Program				
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200			City	Globe
Contact Person	Estelle Belarde			Zip Code	85501
Phone	928-402-8685	Email	ebelarde@gilacountyaz.gov	Fax	928-402-8652
Program Specialist	Kathy Blodgett	Email	kathy.blodgett@azhousing.go	County	Gila

Indicate adherence to contract or schedule changes. Due by the 30th of each month.

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Contract Execution	1/31/2019		
Completion of 1 SWG Unit	3/31/2019		
Completion of 3 SWG Units (all numbers cumulative)	6/30/2019		
Completion of 5 SWG Units (all numbers cumulative)	9/30/2019		
Completion of 6 SWG Units (all numbers cumulative)	12/31/2019		
Project Complete-Contract Close Out	1/31/2020		

Please provide a brief description of activities performed this three month period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. Finally, answer questions at narrative section A. through H.

A. # of SWG units 100% complete?			
B. # of SWG units under construction?			
C. # of SWG units out to bid?			

Recipient Authorized Signature Date

Title

Arizona Department of Housing

SWG WEATHERIZATION **Attachment C**

Budget					
Recipient	Gila County			Date	
Contract No./File No.	**207-19** Contract Period: from 1/1/2019 to 12/31/2019			Revision No.	
Activity	Weatherization Assistance Program				
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200			City	Globe
Contact Person	Estelle Belarde			Zip Code	85501
Phone	928-402-8685	Email	ebelarde@gilacountyaz.gov	Fax	928-402-8652
Program Specialist	Kathy Blodgett	Email	kathy.blodgett@azhousing.gov	County	Gila

a	c	d	e	f	g	h
Budget Line Item or Activity No.	SWG FY2019	Source ProgramYear	Source Program Year	Source Program Year	Source Program Year	GRANT TOTAL ALL SOURCES
Administration Costs						
Training & Technical Assistance						
Program Operations						
Health and Safety						
Financial Audit						
Liability Insurance						
LIHEAP Administration						
LIHEAP Training/TA						
LIHEAP Program Operations						
SWG Administration	$ 1,681.00					
SWG Program Operations	$ 12,665.00					
SWG Health and Safety	$ 4,144.00					
Total	**$18,490.00**	**$0.00**	**$0.00**			**$18,490.00**

REV. 5-2016

Arizona Department of Housing

SWG WEATHERIZATION

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Gila County			Date	
Contract No	**207-19** Contract Period: from 1/1/2019 to 12/31/2019			Pay Req. No/Mo	
Activity	Weatherization Assistance Program			Direct Wire Dep	Yes No
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200			City	Globe
Contact Person	Estelle Belarde			ZIP	85501
Phone	928-402-8685	Email	ebelarde@gilacountyaz.gov	Fax	928-402-8652
Program Specialist	Kathy Blodgett	Email	kathy.blodgett@azhousing.gov	County	Gila

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. SIGNATURES are required for processing.

a	b	c	d	d	e	f	g	h
Budget Line Item or Activity No.	ASAP No.	SWG FY2019	Source Program Year	Source Program Year	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
1. DOE Administration						$ -		$ -
2. DOE Training & TA						$ -		$ -
3. DOE Program Ops						$ -		$ -
4. DOE Health & Safety						$ -		$ -
5. DOE Financial Audit						$ -		$ -
6. DOE Liability Ins						$ -		$ -
7. DOE Total Draw							0.00	
8. LIHEAP Admin.	N/A					$ -		$ -
9. LIHEAP Training/TA	N/A					$ -		$ -
10. LIHEAP Program Ops	N/A					$ -		$ -
11. LIHEAP Total Draw	N/A						0.00	
12. SWG Admin.	N/A	$ 1,681.00			$ -	$ 1,681.00		$ 1,681.00
13. SWG Program Ops.	N/A	$ 12,665.00			$ -	$ 12,665.00		$ 12,665.00
14. SWG Health/Safety	N/A	$ 4,144.00			$ -	$ 4,144.00		$ 4,144.00
15. SWG Total Draw	N/A						0.00	
Total		**$ 18,490.00**	$ -	$ -	$ -	**$ 18,490.00**	$ -	**$ 18,490.00**

Recipient Authorized Signature | Date | Title

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports		Current ☐		Not Current ☐	For ADOH Use Only	
ADOH Program Specialist Approval			Date		ADOH Program Administrator Appr	Date

REV. 1-2014

ATTACHMENT E
SPECIAL CONDITIONS

SWG Approved Measure List

Southwest Gas Measure 1	Requires Natural Gas Space Heating Source	Requires Natural Gas Water Heating Source	Specific Requirements 2
Duct Replacement	X		Must be cost effective or have SIR greater than 1.0
Duct Sealing	X		Pressure relief to be included in Duct Sealing cost. Must be cost effective or have SIR greater than 1.0
Envelope Sealing	X		Must be cost effective or have SIR greater than 1.0
HSD Cooler Repair			Health & Safety Budget capped at 25% of agency's overall budget
HSD CO & Smoke Detector			Health & Safety Budget capped at 25% of agency's overall budget
HSD Door			Health & Safety Budget capped at 25% of agency's overall budget
HSD General Repair			Health & Safety Budget capped at 25% of agency's overall budget
HSD Installed Stove			Health & Safety Budget capped at 25% of agency's overall budget
HSD Repair Stove			Health & Safety Budget capped at 25% of agency's overall budget
HSD Replace Registers			Health & Safety Budget capped at 25% of agency's overall budget
HSD Spot Ventilation			Health & Safety Budget capped at 25% of agency's overall budget
HSD Natural Gas Water Heater			Health & Safety Budget capped at 25% of agency's overall budget
HSD Upper/Lower Combustion Air			Health & Safety Budget capped at 25% of agency's overall budget
HSD HVAC Service	X		Health & Safety Budget capped at 25% of agency's overall budget
HVAC Replacement	X		Must be cost effective or have SIR greater than 1.0
HVAC Replacement – Gas Pack	X		Must be cost effective or have SIR greater than 1.0 Gas Pac may only replace an existing Gas Pac
Installed Insulation	X		Must be cost effective or have SIR greater than 1.0
Low Cost / No Cost			Capped at $250
Low Flow Showerhead		X	
Faucet Aerator		X	

Weather Stripping	X		
Water Heater Insulation		X	
Furnace Filters	X		
Door Sweep	X		
Pipe Insulation		X	
Set-back Thermostat	X		
Low-e Storm Windows	X		
Misalignment Repair (batt insulation)	X		
Replace Glass	X		Must be justified with infiltration reduction or will fall under H&S
Repair Replacement of leaking hot water control valves		X	Must be cost effective or have SIR greater than 1.0
Relocation of Thermostat	X		Must be cost effective or have SIR greater than 1.0
Replacement of evaporative cooler roof jacks with damper system	X		Must be cost effective or have SIR greater than 1.0

1 All Recipients of measures funded by Southwest Gas must be Southwest Gas customers.

2 All approved Southwest Gas measures shall follow the same rules as the Arizona Priority List (if applicable) for Single Family Homes and/or Mobile Homes dependent on Climate Zones. Installation and workmanship requirements shall follow the State WAP Plan and Weatherization Assistance Program requirements. Buy downs for measures that do not return and SIR of greater than or equal to 1 in REM are disallowed. Any measure that does not return an SIR of greater than or equal to 1 must be allocated to the Health and Safety Budget. Audit cost are an allowable expense if no other funds are available for the audit, but the audit will be considered Health and Safety. As continuous guidance is given from DOE and funding source, these requirements can change at the direction of the Arizona Department of Housing.

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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- ☒ B Performance Report/Schedule of Completion
- ☒ C Budget
- ☒ D Request for Payment Form
- ☒ E Special Conditions of the Agreement
- ☐ F Certification and Other Requirements Relating to Title I or Title II Assistance
- ☐ G Authorizing Resolution(s)
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AGREEMENT NO. 212-18
TERMINATION DATE December 31 2018

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
GILA COUNTY
FOR
SWG WEATHERIZATION

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH"),** located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☐ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").

☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").

☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").

☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1131 (Public Law 110-89). (National Housing Trust Fund) ("**NHTF**").

☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").

☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

☒ Southwest Gas Corporation, Weatherization Assistance Program ("**SWG WAP**").

and

GILA COUNTY
(Entity)

An Arizona County ("Recipient") DUNS #07-407-1339, located at

Office of Community Services, 5515 S. Apache Ave., Suite 200
Street
Globe, Arizona 85501
City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $18,490.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☐ **CDBG,** CFDA # 14.228
Federal Fiscal Year _____
$_____

☐ **HOME,** CFDA # 14.239
Federal Fiscal Year _____
$_____

☐ **HTF**
State Fiscal Year _____
$_____

☐ **HOPWA,** CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **COC,** CFDA # 14.267
Federal Fiscal Year _____
$_____

☐ **NHTF,** CFDA # 14.275
Federal Fiscal Year _____
$_____

☐ **DOE WAP,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **LIHEAP WAP**, CFDA # 93.658
Federal Fiscal Year _____
$_____

☒ **SWG WAP**
State Fiscal Year 2018
$18,490.00

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on January 1, 2018 upon of execution by Recipient and ADOH, and shall remain in effect until DECEMBER 31, 2018 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G, *Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☐ **CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan;* (4) *ADOH ERR Handbook;* (5) *ADOH Labor Standards Handbook;* (6) *CDBG Application Handbook;* (7) *CDBG Grant Administration Handbook;* and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as

each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan;* (4) *ADOH ERR Handbook;* (5) *ADOH Labor Standards Handbook;* and (6) the *State Housing Fund Program Summary and Application Guide.*

☐ **HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.

☐ **COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual.*

☐ **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual.*

☐ **NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan;* (3) *State Housing Fund Program Summary and Application Guide;* (4) State of Arizona Qualified Allocation Plan; and *(5) National Housing Trust Fund Allocation Plan.*

☐ **DOE WAP** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan);* (3) *Health and Safety Plan (HSD Plan);* (4) *the Arizona Weatherization Policies and Procedures Handbook;* (5) *Arizona Weatherization Assistance Program Field Guide;* (6) *Standard Work Specifications;* and (7) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (3) *Health and Safety Plan (HSD Plan);* (4) *the Arizona Weatherization Policies and Procedures Handbook;* (5) *Arizona Weatherization Assistance Program Field Guide;* (6) *Standard Work Specifications;* and (7) *WAP Memorandum 15-10 Quality Management Plan.*

☒ **SWG WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (2) *Health and Safety Plan (HSD Plan);* (3) *the Arizona Weatherization Policies and Procedures Handbook;* (4) *Arizona Weatherization Assistance Program Field Guide;* (5) *Standard Work Specifications;* and (6) *WAP Memorandum 15-10 Quality Management Plan.*

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work.*

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;
(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;
(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
(f) The ownership entity changes; and
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 **Performance Report.** Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

☐ **HOME, NHTF or HTF** funded rental development projects ("Rental Projects"). Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding

two (2) months (i.e. the January report covers the months of November and December).

☐ **HOME, HTF and CDBG** non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a *Quarterly Progress Report* attached hereto as Attachment B. The Quarterly Progress Report must be submitted to ADOH on the 15th of July, October, January and April and address activities of the preceding three (3) months (i.e. the July report covers the months of April, May and June). Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☐ **COC** funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than sixty (60) days following the contract termination date listed on Page 1 of the Agreement.

☐ **HOPWA** funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.

☒ **DOE WAP, LIHEAP WAP and SWG WAP** funded projects ("Weatherization Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **Rental Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Quarterly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Homeless Projects funded with COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **Weatherization.** Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☐ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☐ **HOME, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

(a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

☒ **WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with

the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

☐ **WEATHERIZATION (DOE WAP, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☐ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and

outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work;* and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;

(d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
(e) Recapture funds and terminate contract;
(f) Withhold future ADOH grant awards from all sources; or
(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

☐ **CDBG funded projects only:** All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

☒ **WEATHERIZATION projects only:** All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been

approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, LIHEAP WAP) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.

(c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the

federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

GILA COUNTY COMMUNITY SERVICES
Entity
MALISSA BUZAN
Attention (if applicable)
5515 S. APACHE AVE., SUITE 200
Mailing Address
GLOBE, ARIZONA 85501
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, **ARIZONA DEPARTMENT OF HOUSING**	GILA COUNTY **RECIPIENT**
BY: _____	BY: Tommie C Martin
Carol L. Ditmore	Tommie C. Martin
TITLE: Director	TITLE: Chairman, Board of Supervisors
DATE: _____	DATE: 2/20/2018

ATTACHMENT A
SCOPE OF WORK

The Arizona Department of Housing Weatherization Assistance Program (ADOH WAP) award will be comprised of Southwest Gas Utility (SWG) funds. Funding will allow Gila County (**recipient**) to provide installation/repair of energy efficiency measures to dwellings occupied by low-income households in Gila County Arizona.

This contract award is contingent upon:

A. Assistance is reserved for the following incomes:
   a. SWG funds (restricted to SWG Customers only): 200% of Federal Poverty Guidelines as published annually.

B. The program will prioritize services to the following populations:
   a. Elderly;
   b. Handicapped; and
   c. Families with children under the age of five (5).

C. SWG WAP funding requires adherence to the Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and SWG Approved Measures List.

D. Maximum investment per unit is as follows:
   a. SWG (funds restricted to SWG Customers only): $3,300 maximum investment per unit, which consists of $3,000 toward energy efficient (including health and safety) measures and up to $300 for administration. Administrative costs must not exceed 10% of cost for measures. Health and Safety must not exceed 25% of Program Operations costs. ·

E. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.

F. Gila County will be expected to fully expend awarded funds and complete the following number of units:
   a. SWG: six (6) completed units passing final inspection and ADOH WAP monitoring.

Arizona Department of Housing

SWG WEATHERIZATION **ATTACHMENT B**

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	Gila County	Date	
Contract No	**212-18** Contract Period: from 1/1/2018 to 12/31/2018	Revision #	
Activity	Weatherization Assistance Program	Oct Jan	April July
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200	City	Globe
Contact Person	Estelle Belarde	Zip Code	85501
Phone	928-402-8685 Email ebelarde@gilacountyaz.gov	Fax	928-402-8652
Program Specialist	Trisha Ekenberg Email trisha.ekenberg@azhousing.gov	County	Gila

Indicate adherence to contract or schedule changes. Due by the 30th of August, October, December, February (last day of), April, June

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Contract Execution	1/31/2018		
Completion of 1 SWG Unit	3/31/2018		
Completion of 3 SWG Units (all numbers cumulative)	6/30/2018		
Completion of 5 SWG Units (all numbers cumulative)	9/30/2018		
Completion of 6 SWG Units (all numbers cumulative)	12/31/2018		
Project Complete-Contract Close Out	1/31/2019		

Please provide a brief description of activities performed this three month period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. Finally, answer questions at narrative section A. through H.

A. # of SWG units 100% complete?			
B. # of SWG units under construction?			
C. # of SWG units out to bid?			

Recipient Authorized Signature Date | Title

Arizona Department of Housing

SWG WEATHERIZATION **Attachment C**

Budget					
Recipient	Gila County			Date	
Contract No./File No.	**212-18** Contract Period: from 1/1/2018 to 12/31/2018			Revision No.	
Activity	Weatherization Assistance Program				
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200			City	Globe
Contact Person	Estelle Belarde			Zip Code	85501
Phone	928-402-8685	Email	ebelarde@gilacountyaz.gov	Fax	928-402-8652
Program Specialist	Trisha Ekenberg	Email	trisha.ekenberg@azhousing.gov	County	Gila

a	c	d	e	f	g	h
Budget Line Item or Activity No.	SWG FY2018	Source ProgramYear	Source Program Year	Source Program Year	Source Program Year	GRANT TOTAL ALL SOURCES
Administration Costs						
Training & Technical Assistance						
Program Operations						
Health and Safety						
Financial Audit						
Liability Insurance						
LIHEAP Administration						
LIHEAP Training/TA						
LIHEAP Program Operations						
SWG Administration	$ 1,681.00					
SWG Program Operations	$ 12,665.00					
SWG Health and Safety	$ 4,144.00					
Total	**$18,490.00**	**$0.00**	**$0.00**			**$18,490.00**

REV. 5-2016

Arizona Department of Housing

SWG WEATHERIZATION

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Gila County			Date	
Contract No	**212-18** Contract Period: from 1/1/2018 to 12/31/2018			Pay Req. No/Mo	
Activity	Weatherization Assistance Program			Direct Wire Dep	Yes No
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200			City	Globe
Contact Person	Estelle Belarde			ZIP	85501
Phone	928-402-8685	Email	ebelarde@gilacountyaz.gov	Fax	928-402-8652
Program Specialist	Trisha Ekenberg	Email	trisha.ekenberg@azhousing.gov	County	Gila

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. SIGNATURES are required for processing.

a	b	c	d	d	e	f	g	h
Budget Line Item or Activity No.	ASAP No.	SWG FY2018	Source Program Year	Source Program Year	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
1. DOE Administration						$ -		$ -
2. DOE Training & TA						$ -		$ -
3. DOE Program Ops						$ -		$ -
4. DOE Health & Safety						$ -		$ -
5. DOE Financial Audit						$ -		$ -
6. DOE Liability Ins						$ -		$ -
7. DOE Total Draw							**0.00**	
8. LIHEAP Admin.	N/A					$ -		$ -
9. LIHEAP Training/TA	N/A					$ -		$ -
10. LIHEAP Program Ops	N/A					$ -		$ -
11. LIHEAP Total Draw	N/A						**0.00**	
12. SWG Admin.	N/A	$ 1,681.00			$ -	$ 1,681.00		$ 1,681.00
13. SWG Program Ops.	N/A	$ 12,665.00			$ -	$ 12,665.00		$ 12,665.00
14. SWG Health/Safety	N/A	$ 4,144.00			$ -	$ 4,144.00		$ 4,144.00
15. SWG Total Draw	N/A						**0.00**	
Total		**$ 18,490.00**	**$ -**	**$ -**	**$ -**	**$ 18,490.00**	**$ -**	**$ 18,490.00**

Recipient Authorized Signature	Date	Title	

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports		Current ☐		Not Current ☐	For ADOH Use Only	
ADOH Program Specialist Approval			Date		ADOH Program Administrator Appr	Date

REV. 1-2014

Arizona Department of Housing

F-4

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Recipient	Gila County	Date	
Contract No	212-18	Pay Req. No	

Budget Line item (DOE, LIHEAP, SWG) & Job No	Description of Expense (List in according to funding source)	Paid (or Payable) to	Date Paid	Check # Invoice PO	Invoice Amount Charged to DOE/SWG/LIHEAP	Balance paid by other source	Name of other source
Totals							

ATTACHMENT E - SUPPLEMENT

Southwest Gas Corporation Approved Measure List

Southwest Gas Measure [1]	Requires Natural Gas Space Heating Source	Requires Natural Gas Water Heating Source	Specific Requirements [2]
Duct Replacement	x		Must be cost-effective or have SIR greater than 1.0.
Duct Sealing	x		Pressure Relief to be included in Duct Sealing cost. Must be cost-effective or have SIR greater than 1.0
Envelope Sealing	x		Must be cost-effective or have SIR greater than 1.0.
HSD Cooler Repair			Health & Safety Budget capped at 25% of agency's overall budget
HSD CO & Smoke Detector			Health & Safety Budget capped at 25% of agency's overall budget
HSD Door			Health & Safety Budget capped at 25% of agency's overall budget
HSD General Repair			Health & Safety Budget capped at 25% of agency's overall budget
HSD Installed Stove			Health & Safety Budget capped at 25% of agency's overall budget
HSD Repair Stove			Health & Safety Budget capped at 25% of agency's overall budget
HSD Replace Registers			Health & Safety Budget capped at 25% of agency's overall budget
HSD Spot Ventilation			Health & Safety Budget capped at 25% of agency's overall budget
HSD Natural Gas Water Heater			Health & Safety Budget capped at 25% of agency's overall budget
HSD Upper/Lower Combustion Air			Health & Safety Budget capped at 25% of agency's overall budget
HSD HVAC Service	x		Health & Safety Budget capped at 25% of agency's overall budget
HVAC Replacement	x		Must be cost-effective or have SIR greater than 1.0.
HVAC Replacement - GAS PAC	x		Must be cost-effective or have SIR greater than 1.0. A 13 SEER Gas Pac may only replace an existing Gas Pac
Installed Insulation	x		Must be cost-effective or have SIR greater than 1.0.
Low-cost/No Cost			Capped at $250.
Low Flow Showerhead		x	
Faucet Aerator		x	
Weather Stripping	x		
Water Heater Insulation		x	
Furnace Filters	x		
Door Sweep	x		
Pipe Insulation		x	
Set-back Thermostat	x		
Low-e Storm Windows	x		
Misalignment Repair (batt insulation)	x		
Replace Glass	x		Must be justified with infiltration reduction or fall under Health and Safety Budget
Repair Replacement of leaking hot water control valves		x	Must be cost-effective or have SIR greater than 1.0.
Relocation of Thermostat	x		Must be cost-effective or have SIR greater than 1.0.
Replacement of evap cooler roof jacks with damper system	x		Must be cost-effective or have SIR greater than 1.0.

[1] All recipients of measures funded by Southwest Gas must be Southwest Gas customers.

[2] All approved Southwest Gas measures shall follow the same rules as the Arizona Priority List for Single Family Homes and/or Mobile Homes dependent on Climate Zones. Installation and workmanship requirements shall follow the State Plan and Weatherization Assistance Program requirements. Buy downs for measures that do not return an SIR of greater than or equal to 1 in REM are disallowed. Any measure that does not return an SIR of greater than or equal to one must be allocated to the Health and Saftey Budget. Audit cost are an allowable expense if no other funds are available for the audit, but the audit will be considered Health and Safety. As continuous guidance is give from DOE and funding source, these requirements can change at the direction of the Governor's Office of Energy Policy.

AGREEMENT NO. **204-18**
TERMINATION DATE December 31, 2017

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
Gila County
FOR
SWG WEATHERIZATION

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH")**, located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☐ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").

☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").

☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").

☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1131 (Public Law 110-89). (National Housing Trust Fund) ("**NHTF**").

☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").

☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

☒ Southwest Gas Corporation, Weatherization Assistance Program ("**SWG WAP**").

and

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT
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ARIZONA DEPARTMENT OF HOUSING

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- ☒ A Scope of Work
- ☒ B Performance Report/Schedule of Completion
- ☒ C Budget
- ☒ D Request for Payment Form
- ☒ E Special Conditions of the Agreement
- ☐ F Certification and Other Requirements Relating to Title I or Title II Assistance
- ☐ G Authorizing Resolution(s)
- ☐ H Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)

GILA COUNTY
(Entity)

An Arizona County ("Recipient") DUNS #15-052-1841, located at

Office of Community Services, 5515 S. Apache Ave., Suite 200
Street
Globe, Arizona 85501
City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $8,220.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☐ **CDBG,** CFDA # 14.228
Federal Fiscal Year _____
$_____

☐ **HOME,** CFDA # 14.239
Federal Fiscal Year _____
$_____

☐ **HTF**
State Fiscal Year _____
$_____

☐ **HOPWA,** CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **COC,** CFDA # 14.267
Federal Fiscal Year _____
$_____

☐ **NHTF,** CFDA # 14.275
Federal Fiscal Year _____
$_____

☐ **DOE WAP,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **LIHEAP WAP**, CFDA # 93.658
Federal Fiscal Year _____
$_____

☒ **SWG WAP**
State Fiscal Year 2017
$8,220.00

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until DECEMBER 31, 2017 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G,** ***Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☐ **CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan;* (4) *ADOH ERR Handbook;* (5) *ADOH Labor Standards Handbook;* (6) *CDBG Application Handbook;* (7) *CDBG Grant Administration Handbook;* and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as

each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan;* (4) *ADOH ERR Handbook;* (5) *ADOH Labor Standards Handbook;* and (6) the *State Housing Fund Program Summary and Application Guide.*

☐ **HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.

☐ **COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual.*

☐ **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual.*

☐ **NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan;* (3) *State Housing Fund Program Summary and Application Guide;* (4) State of Arizona Qualified Allocation Plan; and *(5) National Housing Trust Fund Allocation Plan.*

☐ **DOE WAP** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan);* (3) *Health and Safety Plan (HSD Plan);* (4) *the Arizona Weatherization Policies and Procedures Handbook;* (5) *Arizona Weatherization Assistance Program Field Guide;* (6) *Standard Work Specifications;* and (7) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (3) *Health and Safety Plan (HSD Plan);* (4) *the Arizona Weatherization Policies and Procedures Handbook;* (5) *Arizona Weatherization Assistance Program Field Guide;* (6) *Standard Work Specifications;* and (7) *WAP Memorandum 15-10 Quality Management Plan.*

☒ **SWG WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Policies and Procedures Handbook;* (2) *Arizona Weatherization Assistance Program Field Guide;* (3) *Standard Work Specifications;* and (4) *SWG Approved Measures List.*

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work.*

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;
(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;
(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
(f) The ownership entity changes; and
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 **Performance Report.** Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

☐ **HOME, NHTF or HTF** funded rental development projects ("Rental Projects"). Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding

two (2) months (i.e. the January report covers the months of November and December).

☐ **HOME, HTF and CDBG** non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a *Quarterly Progress Report* attached hereto as Attachment B. The Quarterly Progress Report must be submitted to ADOH on the 15th of July, October, January and April and address activities of the preceding three (3) months (i.e. the July report covers the months of April, May and June). Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☐ **COC** funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than sixty (60) days following the contract termination date listed on Page 1 of the Agreement.

☐ **HOPWA** funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.

☒ **DOE WAP, LIHEAP WAP and SWG WAP** funded projects ("Weatherization Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **Rental Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Quarterly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Homeless Projects funded with COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Weatherization.** Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☐ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☐ **HOME, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

(a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

☒ **WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with

the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

☐ **WEATHERIZATION (DOE WAP, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☐ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and

outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 **Definitions.** For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work;* and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;

(d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
(e) Recapture funds and terminate contract;
(f) Withhold future ADOH grant awards from all sources; or
(g) Take other remedies that may be legally available.

22.2 **Appealable Agency Action.** Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 **Effects of suspension and termination.** Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 **Relationship to debarment and suspension.** The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

☐ **CDBG funded projects only:** All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

☒ **WEATHERIZATION projects only:** All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been

approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, LIHEAP WAP) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.

(c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the

federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

Gila County
Entity
Malissa Buzan
Attention (if applicable)
OFFICE OF COMMUNITY SERVICES, 5515 S. APACHE AVE., SUITE 200
Mailing Address
GLOBE, ARIZONA 85501
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, **ARIZONA DEPARTMENT OF HOUSING**	Gila County **RECIPIENT**
BY: _____	BY: _____
Carol Ditmore	Tommie C. Martin
TITLE: Interim Director	TITLE: Chairman, Board of Supervisors
DATE: 11/2/17	DATE: 11-7-17

ATTACHMENT A
SCOPE OF WORK

The Arizona Department of Housing Weatherization Assistance Program (ADOH WAP) award will be comprised of Southwest Gas Utility (SWG) funds. Funding will allow Gila County (**recipient**) to provide installation/repair of energy efficiency measures to dwellings occupied by low-income households in Gila County Arizona.

This contract award is contingent upon:

A. Assistance is reserved for the following incomes:
   a. SWG funds (restricted to SWG Customers only): 200% of Federal Poverty Guidelines as published annually.

B. The program will prioritize services to the following populations:
   a. Elderly;
   b. Handicapped; and
   c. Families with children under the age of five (5).

C. SWG WAP funding requires adherence to the Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and SWG Approved Measures List.

D. Maximum investment per unit is as follows:
   a. SWG (funds restricted to SWG Customers only): $3,300 maximum investment per unit, which consists of $3,000 toward energy efficient (including health and safety) measures and up to $300 for administration. Administrative costs must not exceed 10% of cost for measures. Health and Safety must not exceed 25% of Program Operations costs.

E. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.

F. Gila County will be expected to fully expend awarded funds and complete the following number of units:
   a. SWG: 3 completed units passing final inspection and ADOH WAP monitoring.

Arizona Department of Housing

SWG WEATHERIZATION

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	Gila County			Date	
Contract No	204-18 Contract Period: from 7/1/2017 to 12/31/2017			Revision #	
Activity	Weatherization Assistance Program			Oct Jan	April July
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200			City	Globe
Contact Person	Estelle Belarde			Zip Code	85501
Phone	928-402-8685	Email	ebelarde@gilacountyaz.gov	Fax	928-402-8652
Program Specialist	Trisha Ekenberg	Email	trisha.ekenberg@azhousing.gov	County	Gila

Indicate adherence to contract or schedule changes. Due by the 30th of August, October, December, February (last day of), April, June

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Contract Execution	7/1/2017		
Completion of 1 SWG Unit	10/31/2017		
Completion of 2 SWG Units (all numbers cumulative)	11/30/2017		
Completion of 3 SWG Units (all numbers cumulative)	12/31/2017		
Project Complete-Contract Close Out	1/31/2018		

Please provide a brief description of activities performed this three month period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. Finally, answer questions at narrative section A. through H.

A. # of SWG units 100% complete?			
B. # of SWG units under construction?			
C. # of SWG units out to bid?			

Recipient Authorized Signature Date	Title

Arizona Department of Housing

SWG WEATHERIZATION

Attachment C

Budget					
Recipient	Gila County			Date	
Contract No./File No.	204-18 Contract Period: from 7/1/2017 to 12/31/2017			Revision No.	
Activity	Weatherization Assistance Program				
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200			City	Globe
Contact Person	Estelle Belarde			Zip Code	85501
Phone	928-402-8685	Email	ebelarde@gilacountyaz.gov	Fax	928-402-8652
Program Specialist	Trisha Ekenberg	Email	trisha.ekenberg@azhousing.gov	County	Gila

a	c	d	e	f	g	h
Budget Line Item or Activity No.	SWG FY2017	Source ProgramYear	Source Program Year	Source Program Year	Source Program Year	GRANT TOTAL ALL SOURCES
Administration Costs						
Training & Technical Assistance						
Program Operations						
Health and Safety						
Financial Audit						
Liability Insurance						
LIHEAP Administration						
LIHEAP Training/TA						
LIHEAP Program Operations						
SWG Administration	$ 740.00					
SWG Program Operations	$ 5,672.00					
SWG Health and Safety	$ 1,808.00					
Total	$8,220.00	$0.00	$0.00			$8,220.00

REV. 5-2016

Arizona Department of Housing

SWG WEATHERIZATION

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Gila County			Date	
Contract No	204-18 Contract Period: from 7/1/2017 to 12/31/2017			Pay Req. No/Mo	
Activity	Weatherization Assistance Program			Direct Wire Dep	Yes No
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200			City	Globe
Contact Person	Estelle Belarde			ZIP	85501
Phone	928-402-8685	Email	ebelarde@gilacountyaz.gov	Fax	928-402-8652
Program Specialist	Trisha Ekenberg	Email	trisha.ekenberg@azhousing.gov	County	Gila

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. SIGNATURES are required for processing.

a	b	c	d	d	e	f	g	h
Budget Line Item or Activity No.	ASAP No.	SWG FY2017	Source Program Year	Source Program Year	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
1. DOE Administration						$ -		$ -
2. DOE Training & TA						$ -		$ -
3. DOE Program Ops						$ -		$ -
4. DOE Health & Safety						$ -		$ -
5. DOE Financial Audit						$ -		$ -
6. DOE Liability Ins						$ -		$ -
7. DOE Total Draw							0.00	
8. LIHEAP Admin.	N/A					$ -		$ -
9. LIHEAP Training/TA	N/A					$ -		$ -
10. LIHEAP Program Ops	N/A					$ -		$ -
11. LIHEAP Total Draw	N/A						0.00	
12. SWG Admin.	N/A	$ 740.00				$ 740.00		$ 740.00
13. SWG Program Ops.	N/A	$ 5,672.00				$ 5,672.00		$ 5,672.00
14. SWG Health/Safety	N/A	$ 1,808.00				$ 1,808.00		$ 1,808.00
15. SWG Total Draw	N/A						0.00	
Total		$ 8,220.00	$ -	$ -	$ -	$ 8,220.00	$ -	$ 8,220.00

Recipient Authorized Signature Date	Title

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports		Current ☐		Not Current ☐	For ADOH Use Only		
ADOH Program Specialist Approval			Date			ADOH Program Administrator Appr	Date

REV. 1-2014

Arizona Department of Housing

Arizona Department of Housing Weatherization Assistance Program

JOB COST SUBMITTAL FORM

Sub-grantee: Gila County

Date:

Which funding is being reported?

Report Month/Year:

○ DOE ○ LIHEAP ◉ SWG

Add/ Delete	State Database #: (Do not include deferral/walk-away)	Audit Cost (Include QCI)	House Related Cost (incl. labor):	HSD Cost:	Total Cost:
+ -		$0.00	$0.00	$0.00	$0.00
+ -		$0.00	$0.00	$0.00	$0.00
+ -		$0.00	$0.00	$0.00	$0.00
Totals:		$0.00	$0.00	$0.00	$0.00

Program Operations Breakdown Cost

Operation Cost: All costs not associated with a house i.e. intake specialist hours; tools; supplies; etc.	$0.00
Audit Cost: All costs associated with doing the Audit	$0.00
House Related Cost, No HSD: Labor costs for energy efficient measures installed i.e. material cost; supplies; etc.	$0.00
HSD Related Cost: All HSD costs i.e. labor to install; material costs; supplies; etc.	$0.00
Total Monthly Cost: This amount totals all costs needed to average (per unit) based on funding, chosen above.	$0.00
Number of Jobs Completed: Numeric answers only (Do not include deferral/walk-away)	
Average Cost Per Unit for the Month:	$0.00

Special Instructions -Job Cost Form

1. This form is mandatory and must be submitted with every payment request.
2. The "Total Monthly Cost" should match the operations costs of the payment request.
3. Explanation of FIELDS:

Audit Cost: All audit costs (Initial, Final, QCI-if applicable) Should match audit cost totals on the database for each job.
House Related Cost: Should match database of totals spent on each job excluding audit and HSD costs.
HSD Related Cost: All HSD cost for each job. Should match database HSD totals spent on each job.
Operation Cost: Any operation cost that is not included in the cost above. This field must be entered manually. (See #2)
Number of jobs completed: Total number of jobs that were completed, included in current request

ATTACHMENT E - SUPPLEMENT

Southwest Gas Corporation Approved Measure List

Southwest Gas Measure [1]	Requires Natural Gas Space Heating Source	Requires Natural Gas Water Heating Source	Specific Requirements [2]
Duct Replacement	x		Must be cost-effective or have SIR greater than 1.0.
Duct Sealing	x		Pressure Relief to be included in Duct Sealing cost. Must be cost-effective or have SIR greater than 1.0
Envelope Sealing	x		Must be cost-effective or have SIR greater than 1.0.
HSD Cooler Repair			Health & Safety Budget capped at 25% of agency's overall budget
HSD CO & Smoke Detector			Health & Safety Budget capped at 25% of agency's overall budget
HSD Door			Health & Safety Budget capped at 25% of agency's overall budget
HSD General Repair			Health & Safety Budget capped at 25% of agency's overall budget
HSD Installed Stove			Health & Safety Budget capped at 25% of agency's overall budget
HSD Repair Stove			Health & Safety Budget capped at 25% of agency's overall budget
HSD Replace Registers			Health & Safety Budget capped at 25% of agency's overall budget
HSD Spot Ventilation			Health & Safety Budget capped at 25% of agency's overall budget
HSD Natural Gas Water Heater			Health & Safety Budget capped at 25% of agency's overall budget
HSD Upper/Lower Combustion Air			Health & Safety Budget capped at 25% of agency's overall budget
HSD HVAC Service	x		Health & Safety Budget capped at 25% of agency's overall budget
HVAC Replacement	x		Must be cost-effective or have SIR greater than 1.0.
HVAC Replacement - GAS PAC	x		Must be cost-effective or have SIR greater than 1.0. A 13 SEER Gas Pac may only replace an existing Gas Pac
Installed Insulation	x		Must be cost-effective or have SIR greater than 1.0.
Low-cost/No Cost			Capped at $250.
Low Flow Showerhead		x	
Faucet Aerator		x	
Weather Stripping	x		
Water Heater Insulation		x	
Furnace Filters	x		
Door Sweep	x		
Pipe Insulation		x	
Set-back Thermostat	x		
Low-e Storm Windows	x		
Misalignment Repair (batt insulation)	x		
Replace Glass	x		Must be justified with infiltration reduction or fall under Health and Safety Budget
Repair Replacement of leaking hot water control valves		x	Must be cost-effective or have SIR greater than 1.0.
Relocation of Thermostat	x		Must be cost-effective or have SIR greater than 1.0.
Replacement of evap cooler roof jacks with damper system	x		Must be cost-effective or have SIR greater than 1.0.

[1] All recipients of measures funded by Southwest Gas must be Southwest Gas customers.

[2] All approved Southwest Gas measures shall follow the same rules as the Arizona Priority List for Single Family Homes and/or Mobile Homes dependent on Climate Zones. Installation and workmanship requirements shall follow the State Plan and Weatherization Assistance Program requirements. Buy downs for measures that do not return an SIR of greater than or equal to 1 in REM are disallowed. Any measure that does not return an SIR of greater than or equal to one must be allocated to the Health and Saftey Budget. Audit cost are an allowable expense if no other funds are available for the audit, but the audit will be considered Health and Safety. As continuous guidance is give from DOE and funding source, these requirements can change at the direction of the Governor's Office of Energy Policy.

ARF-5281 **Regular Agenda Item 2. E.**

Regular BOS Meeting

Meeting Date: 01/22/2019
Submitted By: Melissa Henderson, Deputy Clerk
Department: Clerk of the Board of Supervisors

Information

Request/Subject

Sealed bid for the purchase of Assessor's parcel number 206-10-001.

Background Information

On May 11, 2016, the Gila County Treasurer deeded parcel number 206-10-001 to the State of Arizona c/o Board of Supervisors because the previous owner did not pay taxes on the subject property for 7 consecutive years. Per the Treasurer, the property is a house located at 6055 S. Puerto Rico Avenue in Claypool that has suffered from a fire.

On December 6, 2016, the Board of Supervisors held its annual auction and this property did not sell; therefore, it was added to a list of properties that are available for sale year-round. The lien amount for this property is $3,661.76.

Evaluation

On January 8, 2019, the previous owner's great granddaughter submitted a sealed bid to the Clerk of the Board to purchase the subject parcel along with a letter for the Board of Supervisors to consider accepting a bid that is less than the lien amount due to the cost to clean up the property.

Gila County Resolution No. 15-05-05 states, "WHEREAS, the Board of Supervisors may waive the requirement to sell the property for no less than the total lien amount if a condition warrants selling a parcel at a lesser price."

Conclusion

It would be advantageous for the Board of Supervisors to consider a bid that is less than the lien amount; whereby, if the property is sold, it will go back on the County's tax rolls and the property would be cleaned up.

Recommendation

It is recommended that the Board of Supervisors consider the bid for the purchase of tax parcel number 206-10-001.

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 206-10-001 and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Marian Sheppard)**

Attachments

206-10-001 Info and Maps

2016-006642 TD Page: 1 of 1
07/21/2016 11:19:47 AM Receipt #: 16-5206
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Jo Bingham, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **11 th** day of **May, 2016** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **30 th** day of **June**, **2016**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **STATE OF ARIZONA** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **20610001** ACCOUNT NUMBER: **R006745**

DESCRIBED AS : **Township: 001 EAST MIAMI TWNS PUERTO RICO SUBLOT 1A BLK 1**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **JULY, 2016** .

SEAL

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **JULY ,2016** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Comm. Expires Jan 21, 2018

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2018

6055 S Puerto Rico Avenue
Claypool
(area where deed is located)

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

March 28, 2016

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by:

HARVEY CLARA J

and situated in Gila County, Arizona:
PARCEL # 20610001 ACCOUNT # R006745

Legal Description: Township: 001 EAST MIAMI TWNS PUERTO RICO SUBLOT 1A BLK 1

which on **17 th day of February , 2011** was sold to **STATE OF ARIZONA**

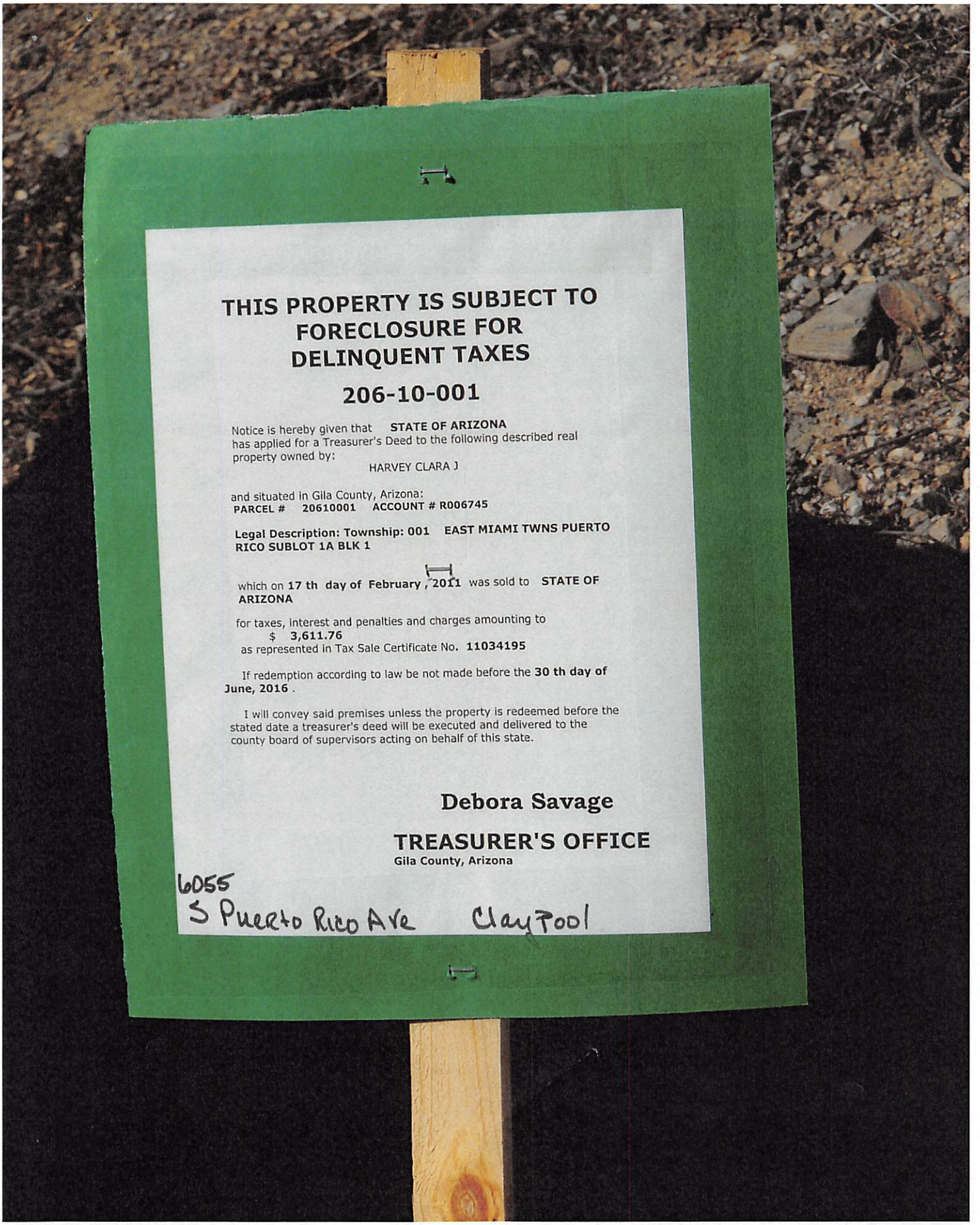
for taxes, interest and penalties and charges amounting to
$ **3611.76**
as represented in Tax Sale Certificate No**. 11034195**

If redemption according to law be not made before the **30 th day of June, 2016** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

$3,611.76
50.00 Clerk's fee
$3,661.76

Debora Savage
Treasurer of Gila County, Arizona



THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

206-10-001

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by:

HARVEY CLARA J

and situated in Gila County, Arizona:
PARCEL # 20610001 ACCOUNT # R006745

Legal Description: Township: 001 EAST MIAMI TWNS PUERTO RICO SUBLOT 1A BLK 1

which on **17 th day of February , 2011** was sold to **STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to
$ **3,611.76**
as represented in Tax Sale Certificate No. **11034195**

If redemption according to law be not made before the **30 th day of June, 2016** .

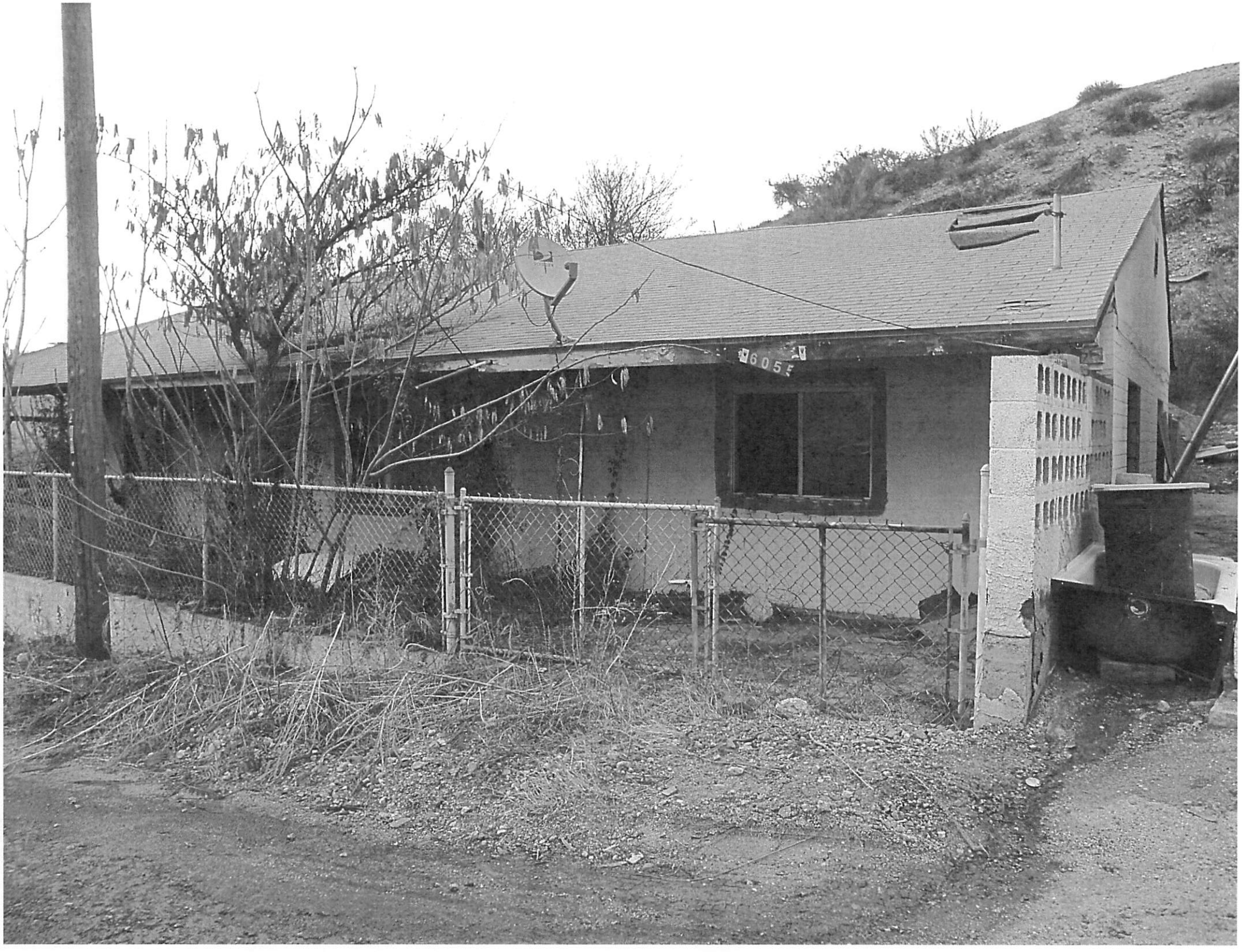
I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

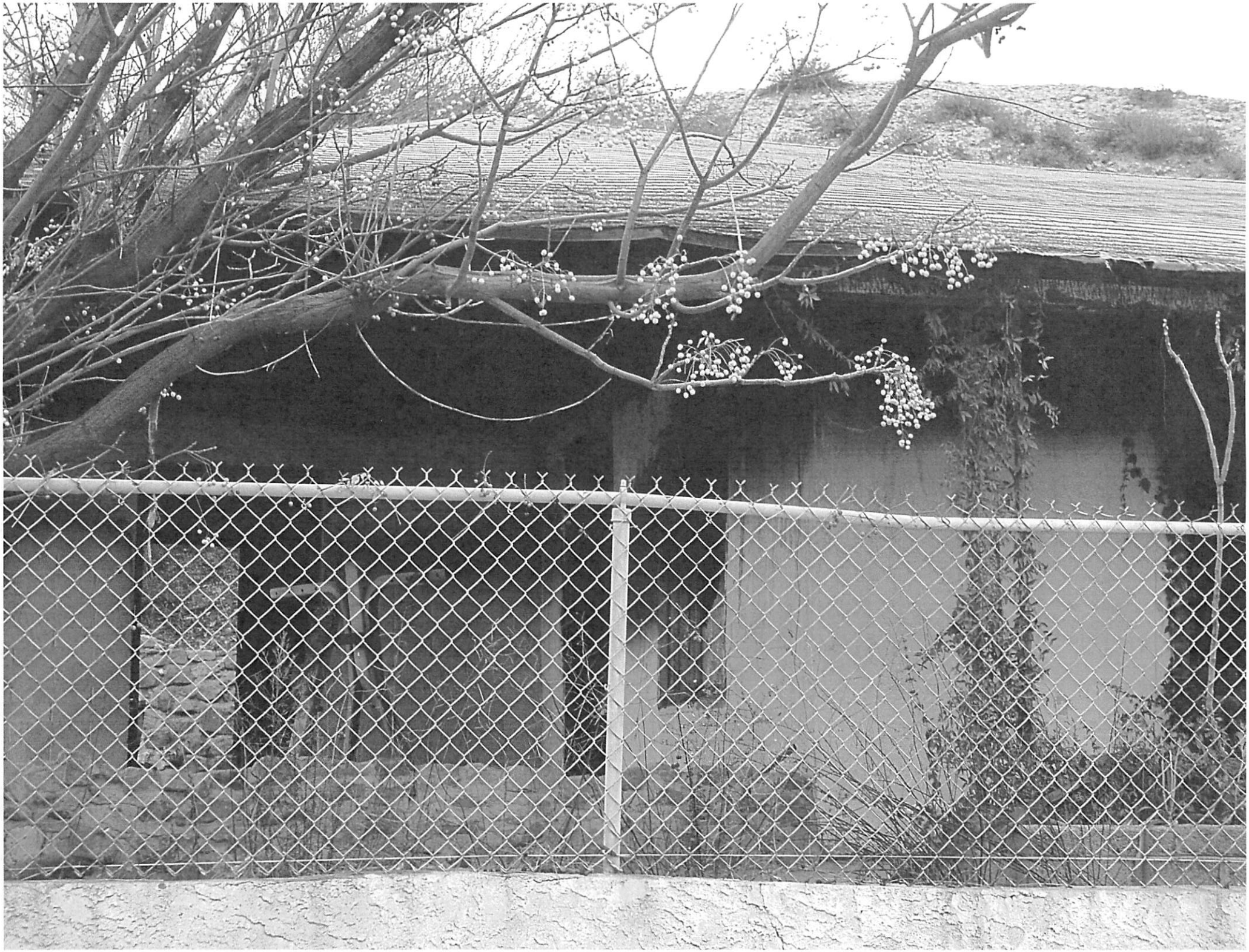
Debora Savage

TREASURER'S OFFICE
Gila County, Arizona

6055
S Puerto Rico Ave Claypool

6055


6055



The materials available at this web site are for informational purposes only and do not constitute a legal document.

SE 1/4 NW 1/4 SECTION 29
T1N R15E

206-10
1 of 2
CODE 4089
UPDATED 11-13-13

PUERTO RICO SUBDIVISION
Gila County Recorded Plat 50

SEE MAP 206-03 3 of 4

SEE MAP 206-03 4 of 4

SEE MAP 206-10 2 of 2

EAST MIAMI TOWNSITE
Gila County Recorded Plat 49

E. BANCROFT WAY
S. PUERTO RICO AVE.
S. MARION
S. WASHINGTON
S. EUCLID
S. CALLE DE LOMA
S. CLEVELAND
(WILSON AVE.)
(JEFFERSON ST.)
JOHN ST.
(MADISON AVE.)
(LINCOLN AVE.)
PHILLIPS ST.
BLOCK 1
BLOCK 2
BLOCK 6
BLOCK 7
BLOCK 8
BLOCK 13
BLOCK 14
BLOCK 15
BLOCK 16
BLOCK 17
BLOCK 23
BLOCK 24
BLOCK 25
BLOCK 26
DRIVE
ROS 1219
DKT 578/ PG 479
DKT 411/PG 889
DKT 808 PG 902
DKT 416 PG 770

SUBSURFACE RIGHTS

500 A	PUBLIC GROUNDS AND ALLEYS	504 A	BLOCK 5, EAST MIAMI TOWNSITE	508 A	BLOCK 9, EAST MIAMI TOWNSITE	512 A	BLOCK 13, EAST MIAMI TOWNSITE	516 A	BLOCK 17, EAST MIAMI TOWNSITE	520 A	BLOCK 22, EAST MIAMI TOWNSITE	524 A	BLOCK 26, EAST MIAMI TOWNSITE		
501 A	BLOCK 1, EAST MIAMI TOWNSITE	505 A	BLOCK 6, EAST MIAMI TOWNSITE	509 A	BLOCK 10, EAST MIAMI TOWNSITE	513 A	BLOCK 14, EAST MIAMI TOWNSITE	517 A	BLOCK 18, EAST MIAMI TOWNSITE	521 A	BLOCK 23, EAST MIAMI TOWNSITE	525 A	PUERTO RICO SUBDIVISION		
502 A	BLOCK 2, EAST MIAMI TOWNSITE	506 A	BLOCK 7, EAST MIAMI TOWNSITE	510 A	BLOCK 11, EAST MIAMI TOWNSITE	514 A	BLOCK 15, EAST MIAMI TOWNSITE	518 A	BLOCK 20, EAST MIAMI TOWNSITE	522 A	BLOCK 24, EAST MIAMI TOWNSITE				
503 A	BLOCK 4, EAST MIAMI TOWNSITE	507 A	BLOCK 8, EAST MIAMI TOWNSITE	511 A	BLOCK 12, EAST MIAMI TOWNSITE	515 A	BLOCK 16, EAST MIAMI TOWNSITE	519 A	BLOCK 21, EAST MIAMI TOWNSITE	523 A	BLOCK 25, EAST MIAMI TOWNSITE				

N

SCALE = 1" = 60'
(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

ARF-5274 **Consent Agenda Item 3. A.**

Regular BOS Meeting

Meeting Date: 01/22/2019
Submitted For: Eric Mariscal, Director
Submitted By: Cate Gore, Elections Assistant
Department: Elections

Information

Request/Subject

Appointment of Precinct Committeemen to the Gila County Democratic Party.

Background Information

Arizona Revised Statute §16-821 (B) states, *"The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291."*

Evaluation

The Gila County Democratic Committee Chairman, Lynnette Brouwer, has submitted Ashley Lorraine Dixon for appointment to the office of precinct committeeman in the Globe #1 precinct; Jeanne Kathleen Polenz for appointment to the office of precinct committeeman in the Globe #4 precinct; Theresa Whitfill McCarville for appointment to the office of precinct committeeman in the Tonto Basin precinct; Frank Drinker Whiteside for appointment to the office of precinct committeeman in the Tonto Basin precinct; Suzanne Joan Covert for appointment to the office of precinct committeeman in the Payson #2 precinct; Ruby Diane Green for appointment to the office of precinct committeeman in the Payson #3 precinct; Lynnette Brouwer for appointment to the office of precinct committeeman in the Payson #6 precinct; and Judith Rae Tolle for

appointment to the office of precinct committeeman in the Zane Grey precinct. Per statute, the Board of Supervisors has the authority to make this appointment. Upon review of the precinct committeemen allotment table it has been determined that vacancies exist for the Democratic party.

Conclusion

The Gila County Democratic Committee Chairman, Lyneete Brouwer, has submitted Ashley Lorraine Dixon for appointment to the office of precinct committeeman in the Globe #1 precinct; Jeanne Kathleen Polenz for appointment to the office of precinct committeeman in the Globe #4 precinct; Theresa Whitfill McCarville for appointment to the office of precinct committeeman in the Tonto Basin precinct; Frank Drinker Whiteside for appointment to the office of precinct committeeman in the Tonto Basin precinct; Suzanne Joan Covert for appointment to the office of precinct committeeman in the Payson #2 precinct; Ruby Diane Green for appointment to the office of precinct committeeman in the Payson #3 precinct; Lynnette Brouwer for appointment to the office of precinct committeeman in the Payson #6 precinct; and Judith Rae Tolle for appointment to the office of precinct committeeman in the Zane Grey precinct for appointments by the Board of Supervisors to serve as a Precinct Committeemen. Upon review of the precinct committeemen allotment table it has been determined that vacancies exist for the Democratic party.

Recommendation

The Elections Director submits that the Board of Supervisors approve the requested appointments as stated above.

Suggested Motion

Approval of the following precinct committeemen appointments, which have been determined to exist upon review of the precinct committeemen allotment table for the Democratic Party as submitted by Lynette Brouwer, Gila County Democratic Committee Chairman: Ashley Lorraine Dixon-Globe #1 Precinct; Jeanne Kathleen Polenz-Globe #4 Precinct; Theresa Whitfill McCarville-Tonto Basin Precinct; Frank Drinker Whiteside-Tonto Basin Precinct; Suzanne Joan Covert-Payson #2 Precinct; Ruby Diane Green-Payson #3 Precinct; Lynnette Brouwer-Payson #6 Precinct; and Judith Rae Tolle-Zane Grey Precinct.

Attachments

Arizona Revised Statute 16-821

Gila County Democratic Party Appointments

16-821. County committee; vacancy in office of precinct committeeman

A. At the primary election the members of a political party entitled to representation pursuant to section 16-804 residing in each precinct shall choose one of their number as a county precinct committeeman, and the members shall choose one additional precinct committeeman for each one hundred twenty-five voters or major fraction thereof registered in the party in the precinct as reported pursuant to section 16-168, subsection G on March 1 of the year in which the general election is held. The whole number of precinct committeemen of a political party shall constitute the county committee of the party.

B. The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291.

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GILA COUNTY DEMOCRATIC PARTY

PRECINCT COMMITTEE APPOINTMENT

Voter Identification Number 04600759 43
Must be registered Democrat

Please be advised that Ashley Lorraine Dixon
LIST NAME AS YOU ARE REGISTERED
a duly qualified Democratic elector residing at:

1231e N. Quartz Loop
Address

Globe, AZ 85501
Town Zip

520-705-4159
Home Phone Work Phone Cell Phone

adixon1986@gmail.com
Fax Email

has been selected a Precinct Committeeperson in the Gila County PRECINCT of _____

GLOBE 1, CODE NUMBER _____ to fill a vacancy in the same

Precinct because of:

✓ A legal vacancy has not been filled.

_____ Resignation of _____

RESPECTFULLY SUBMITTED _____
Gila County Democratic Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committeeperson. I will support the goals of the Arizona Democratic Party and help promote the Democratic message in Arizona.

The minimum duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct committeeperson should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Democratic Party.
3. Active assistance to the Democratic Party in obtaining Democratic registered voters.
4. Active assistance to Democratic voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Democratic Party.

Signed: Ashley Dixon Date: 12/9/18

GILA COUNTY DEMOCRATIC PARTY

PRECINCT COMMITTEE APPOINTMENT

Voter Identification Number 64000 19647
Must be registered Democrat

Please be advised that Jeanne Kathleen Polenz
LIST NAME AS YOU ARE REGISTERED

a duly qualified Democratic elector residing at:

355 S. Third St.
Address

Globe, AZ 85501
Town Zip

928-812-2013 928-402-6191
Home Phone Work Phone Cell Phone

Fax jkpolenz@hotmail.com
Email

has been selected a Precinct Committeeperson in the Gila County PRECINCT of _____

GLOBE 4, CODE NUMBER _____ to fill a vacancy in the same Precinct because of:

✓ A legal vacancy has not been filled.

_____ Resignation of _____

RESPECTFULLY SUBMITTED _____
Gila County Democratic Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committeeperson. I will support the goals of the Arizona Democratic Party and help promote the Democratic message in Arizona.

The minimum duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct committeeperson should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Democratic Party.
3. Active assistance to the Democratic Party in obtaining Democratic registered voters.
4. Active assistance to Democratic voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Democratic Party.

Signed: Jeanne K. Polenz Date: 12/9/18

GILA COUNTY DEMOCRATIC PARTY

PRECINCT COMMITTEE APPOINTMENT

Voter Identification Number 04000069807
Must be registered Democrat

Please be advised that Frank Dewker Whiteside
LIST NAME AS YOU ARE REGISTERED
a duly qualified Democratic elector residing at:

P. O. Box 172
Address

Tonto Basin 85553
Town Zip

763-381-9332
Home Phone Work Phone Cell Phone

FDW2580@Gmail.com
Fax Email

has been selected a Precinct Committeeperson in the Gila County PRECINCT of

Tonto Basin, to fill a vacancy in the same Precinct because:

X A legal vacancy has not been filled.

_____ The Resignation of _____

RESPECTFULLY SUBMITTED Christine Tilley
Gila County Democratic Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committeeperson. I will support the goals of the Arizona Democratic Party and help promote the Democratic message in Arizona.

The minimum duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct committeeperson should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Democratic Party.
3. Active assistance to the Democratic Party in obtaining Democratic registered voters.
4. Active assistance to Democratic voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Democratic Party.

Signed: _____ Date: 12/1/18

GILA COUNTY DEMOCRATIC PARTY

PRECINCT COMMITTEE APPOINTMENT

Voter Identification Number 04000541630
Must be registered Democrat

Please be advised that Theresa Whitfill McCarville
LIST NAME AS YOU ARE REGISTERED

a duly qualified Democratic elector residing at:

258 Saddleback Rd < Mailing Address PO Box 1002 >
Address

Tonto Basin 85553
Town Zip

602-510-0353
Home Phone Work Phone Cell Phone

Majik06@gmail.com
Fax Email

has been selected a Precinct Committeeperson in the Gila County PRECINCT of

Tonto Basin, to fill a vacancy in the same Precinct because:

✓ A legal vacancy has not been filled.

_____ The Resignation of _____

RESPECTFULLY SUBMITTED _____
Gila County Democratic Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committeeperson. I will support the goals of the Arizona Democratic Party and help promote the Democratic message in Arizona.

The minimum duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct committeeperson should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Democratic Party.
3. Active assistance to the Democratic Party in obtaining Democratic registered voters.
4. Active assistance to Democratic voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Democratic Party.

Signed: Theresa Whitfill McCarville Date: 12-17-18

GILA COUNTY DEMOCRATIC PARTY

PRECINCT COMMITTEE APPOINTMENT

Voter Identification Number 04000637 61
Must be registered Democrat

Please be advised that Suzanne Joan Covert
LIST NAME AS YOU ARE REGISTERED
a duly qualified Democratic elector residing at:

805 E. Phoenix St
Address

Payson $5541
Town Zip

928-472-8772 928-595-0832
Home Phone Work Phone Cell Phone

thebeader1@yahoo.com
Fax Email

has been selected a Precinct Committeeperson in the Gila County PRECINCT of _____

Payson #2, CODE NUMBER _____ to fill a vacancy in the same Precinct because of:

✓ A legal vacancy has not been filled.

_____ Resignation of _____

RESPECTFULLY SUBMITTED Christine Tilley
Gila County Democratic Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committeeperson. I will support the goals of the Arizona Democratic Party and help promote the Democratic message in Arizona.

The minimum duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct committeeperson should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Democratic Party.
3. Active assistance to the Democratic Party in obtaining Democratic registered voters.
4. Active assistance to Democratic voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Democratic Party.

Signed: _____ Date: _____

GILA COUNTY DEMOCRATIC PARTY

PRECINCT COMMITTEE APPOINTMENT

Voter Identification Number 635805 Aff#0400063749
Must be registered Democrat

Please be advised that RUBY DIANE GREEN
LIST NAME AS YOU ARE REGISTERED
a duly qualified Democratic elector residing at:

1006 W. DRIFTWOOD DR.
Address

PAYSON, AZ 85541
Town Zip

602-319-6755
Home Phone Work Phone Cell Phone

NA diane.green@live.com
Fax Email

has been selected a Precinct Committeeperson in the Gila County PRECINCT of

PAYSON #3, to fill a vacancy in the same Precinct because:

X A legal vacancy has not been filled.

_____ The Resignation of _____

RESPECTFULLY SUBMITTED Christine Tilley
Gila County Democratic Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committeeperson. I will support the goals of the Arizona Democratic Party and help promote the Democratic message in Arizona.

The minimum duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct committeeperson should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Democratic Party.
3. Active assistance to the Democratic Party in obtaining Democratic registered voters.
4. Active assistance to Democratic voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Democratic Party.

Signed: Ruby Diane Green Date: 11-30-2018

GILA COUNTY DEMOCRATIC PARTY

PRECINCT COMMITTEE APPOINTMENT

Voter Identification Number 0400055295
Must be registered Democrat

Please be advised that Lynnette Brouwer
LIST NAME AS YOU ARE REGISTERED
a duly qualified Democratic elector residing at:

705 E. Park Dr.
Address

Payson AZ 85541
Town Zip

928-978-5265
Home Phone Work Phone Cell Phone

Brouwer L@uwstout.edu
Fax Email

has been selected a Precinct Committeeperson in the Gila County PRECINCT of

Payson 6, to fill a vacancy in the same Precinct because:

✓ A legal vacancy has not been filled.

_____ The Resignation of _____

RESPECTFULLY SUBMITTED Christine Tilly
Gila County Democratic Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committeeperson. I will support the goals of the Arizona Democratic Party and help promote the Democratic message in Arizona.

The minimum duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct committeeperson should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Democratic Party.
3. Active assistance to the Democratic Party in obtaining Democratic registered voters.
4. Active assistance to Democratic voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Democratic Party.

Signed: _____ Date: 12-1-18

GILA COUNTY DEMOCRATIC PARTY

PRECINCT COMMITTEE APPOINTMENT

Voter Identification Number 0400038465
Must be registered Democrat

Please be advised that Judith Rae Tolle
LIST NAME AS YOU ARE REGISTERED
a duly qualified Democratic elector residing at:

360 W. Ashby Apple Dr
Address

Christopher Creek 85541
Town Zip

928-970-1417
Home Phone Work Phone Cell Phone

twoplum62clean@gmail.com
Fax Email

has been selected a Precinct Committeeperson in the Gila County PRECINCT of

Zane Grey, to fill a vacancy in the same Precinct because:

✓ A legal vacancy has not been filled.

_____ The Resignation of _____

RESPECTFULLY SUBMITTED _____
Gila County Democratic Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committeeperson. I will support the goals of the Arizona Democratic Party and help promote the Democratic message in Arizona.

The minimum duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct committeeperson should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Democratic Party.
3. Active assistance to the Democratic Party in obtaining Democratic registered voters.
4. Active assistance to Democratic voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Democratic Party.

Signed: Judith Rae Tolle Date: 12-15-18

ARF-5291 **Consent Agenda Item 3. B.**

Regular BOS Meeting

Meeting Date: 01/22/2019
Submitted For: Scott Buzan, Community Development Division Director
Submitted By: Marian Sheppard, Clerk of the Board
Department: Community Development

Information

Request/Subject

Gila County Building Safety Advisory and Appeals Board Member Appointment

Background Information

Peter Oddonetto resigned from the Gila County Building Safety Advisory and Appeals Board in the latter part of 2018. His term of office expires on December 31, 2019. Mark Taylor, a general residential contractor, has agreed to fulfill Mr. Oddonetto's unexpired term of office.

Evaluation

It would be beneficial to the Gila County for the Board of Supervisors to appoint Mr. Taylor to the Gila County Building Safety Advisory and Appeals Board as he is an experienced general contractor.

Conclusion

The Board of Supervisors has the responsibility to appoint members to this governing board; therefore, the Board should consider appointing Mr. Taylor to fufill Mr. Oddonetto's unexpired term of office.

Recommendation

It is recommended that the Board of Supervisors consider appointing Mr. Taylor to the Gila County Building Safety Advisory and Appeals Board for the term of office that ends on December 31, 2019.

Suggested Motion

Approval to appoint Mark Taylor, a general residential contractor, to the Gila County Building Safety Advisory and Appeals Board to fulfill Peter Oddonetto's unexpired term of office through December 31, 2019.

Attachments

GC Building Safety Advisory and Appeals Board List

GILA COUNTY BUILDING SAFETY ADVISORY AND APPEALS BOARD

(Proposed to the BOS on 1/22/19)

Name of Member & Appointment Info.[1]	Appointment Designation[2]	Appointment Type[3] & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins
Perry Schall-Plumber	D	C (11/21/17)	5 years, 7 months	01/01/18 – 12/31/21	01/01/18 – 12/31/21
Clint Miller-Architect	D	C (11/21/17)	5 years, 1 month	01/01/18 – 12/31/21	01/01/18 – 12/31/21
Jim Dooley-Public Representative	D	B (10/10/17) (Mike Hanich)	-	10/10/17 – 12/31/19	01/01/16 – 12/31/19
Walter Del Campo-Electrical Contractor	D	C (11/15/16)	3 years, 6 months	01/01/17-12/31/20	01/01/17-12/31/20
Bruce Binkley-Architect	D	C (12/18/18)	5 years, 8 months	01/01/19-12/31/22	01/01/19-12/31/22
Bob O'Connor-HVAC Contractor	D	C (12/18/18)	10 years, 9 months	01/01/19-12/31/22	01/01/19-12/31/22
Mark Taylor-General Residential Contractor	D	B (01/22/19) Peter Oddonetto	-	01/22/19-12/31/19	01/01/16-12/31/19

[1] Appointment Information:

A. Date of creation: October 23, 2007
B. Per A.R.S. 11-862 – Board must have 5 but not more than 7 members from the following categories and must be licensed in AZ: architect, engineer, general contractor, person representing the public and a county resident, and a person engaged in the electrical, mechanical or plumbing trade.
C. Per Gila County Building Ordinance, Section 4(B)(2) – Board members must be residents of Gila County but cannot be employees of Gila County government.
D. Appointed by the BOS with 4-year terms of office…staggered so that at least one but no more than two terms expire each year.

[2] Appointment Designation:

A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
B. Supervisory Appointment: Member unrestricted by district.
C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
E. Alternate Members: As defined by individual committee criteria.

[3] Appointment Type

A. New Appointment
B. Existing vacancy created by (provide name)
C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column.

ARF-5253 **Consent Agenda Item 3. C.**

Regular BOS Meeting

Meeting Date:	01/22/2019		
Submitted For:	Michael O'Driscoll, Director		
Submitted By:	John Castaneda, Animal Regulations Enforcement Mgr.		
Department:	Health & Emergency Management	Division:	Health Services
Fiscal Year:	2019	Budgeted?:	No
Contract Dates Begin & End:	12-1-2018 to 12-1-2019	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Approval to accept a grant award from the Arizona Companion Animal Spay and Neuter Committee in the amount of $7,000 to be used for a low cost spay/neuter program in Gila County.

Background Information

On August 7, 2018, the Board of Supervisors authorized the submittal of a grant application in the amount of $10,000 to the Arizona Companion Animal Spay and Neuter Committee which, if approved, will be used to ensure that all animals leaving the County animal shelter will be surgically altered by offering a fully discounted spay/neuter procedure through a licensed veterinarian.

On December 11, 2018, Gila County received the award letter from the Arizona Companion Animal Spay and Neuter Committee in the amount of $7,000.

Evaluation

Gila County Animal Care & Control currently has a low cost spay/neuter program and this funding will allow the County to expand the program and continue to offer the fully discounted spay/neuter services to more residents.

Conclusion

This grant award will benefit the residents of Gila County by providing $7,000 in funding for spaying/neutering dogs and cats.

Recommendation

It is the recommendation of the Gila County Health & Emergency Management Department Director that the Board of Supervisors accept the grant award from the Arizona Companion Animal Spay and Neuter Committee.

Suggested Motion

Acceptance of a grant award from the Arizona Companion Animal Spay and Neuter Committee in the amount of $7,000 that will be used to expand Gila County's discounted spay/neuter services in Gila County for a period of one year.

Attachments

Award letter

County Attorney Comments

ARIZONA COMPANION ANIMAL SPAY/NEUTER COMMITTEE
P O BOX 6772
PHOENIX, AZ 85005

December 11, 2018

Gila County Animal Care & Control

Dear Humane Agency:

The Arizona Companion Animal Spay/Neuter Committee has reviewed all grant applications. Thirty-seven (37) agencies and organizations with a total of forty-seven (47) programs will benefit from the $357,825 disbursed for the 2018-2019 grant period. You have been selected to receive grant funds restricted to increasing spay and neuter efforts in your community in the amount of **$7,000** for your **Public spay/neuter program**. ***These funds must be used for spay/neuter surgeries only***.

These grant funds were made available from the support and sales of the Arizona Companion Animal Spay and Neuter Pet Friendly License Plates. As such, we ask you to promote the Spay and Neuter License Plates through newsletters, websites, and media events. We encourage you and your staff to purchase the plates for your vehicles, too. Additionally, Arizona tax payers may now contribute to this fund via a check box at the end of their tax return, please inform your community and encourage them to do so.

The first report of grant expenditures must be post-marked no later than May 30, 2019 or within thirty (30) days of full expenditure, whichever comes first. All funds must be expended by August 15, 2018. A final follow up report must be post-marked by August 15, 2019 and all unspent grant dollars must be returned with your final report. Please contact us prior to sending your any unspent funds back to the committee.

When reporting, please include copies of your license plate promotional materials, your voucher/coupon, if any, and a detailed expense and animal data report separating these funds from additional funds and activities (co-pays, agency funded, donor funded). A reporting worksheet is enclosed for your convenience. Future grant opportunities do depend on the timeliness and thoroughness of your report.

Within the next two weeks you will be receiving a check from PetSmart Charities. If the check is in the amount indicated above, it is for this grant and should be spent according to the parameters set here. If you feel there is an error, please contact me at alagunas@hsoyuma.com.

The Arizona Companion Animal Spay/Neuter Committee will be placing your contact person information on the AZPETPLATES.ORG web site as agreed at the time of application. The information you provided on your application will be used unless you prefer to provide us with a different contact person. Your organization/agency name, website address, street address, contact person name, telephone number, and email address may also be posted on the website. Please send any updates to info@azpetplates.org.

Congratulations on your award! And thank you doing all the life-saving work you do!!

Annette Lagunas
Arizona Companion Animal Spay/Neuter Committee
alagunas@hsoyuma.com

Enclosure (1)

GILA COUNTY DIVISION of HEALTH & EMERGENCY MANAGEMENT

5515 South Apache Ave., Suite 100, Globe, AZ 85501
PHONE: (928) 402-8811 FAX: (928) 425-0794

July 7, 2018

Ms. Victoria Cowper
Arizona Companion Animal Spay/Neuter Committee (the "Committee")
P.o. box 2800-228
Carefree, AZ 85377

Re: grant

Dear Ms. Cowper,

Per our County Attorney, it is recommended that the verbiage below be added to the grant documentation on our behalf. Gila County (the "County"), as a government entity, is required by Arizona law to include the following provisions in every Agreement:

1. This Agreement is subject to cancelation for conflict of interest as provided in A.R.S. & 38-511.

2. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.

Your signature below acknowledges your agreement on behalf of the Committee to the above additional provisions pertains to the Agreement.

Sincerely,

John Castaneda
Gila County Animal Care & Control Supervisor

AGREED

Arizona Companion Animal Spay & Neuter Committee
By:_____
Victoria Cowper
_____
Title
_____
Date:

Reasonable accommodations for persons with disabilities may be requested.
Countywide TTY (928) 425-0839

ARF-5282 **Consent Agenda Item 3. D.**

Regular BOS Meeting

Meeting Date: 01/22/2019

Reporting Period: January 8, 2019

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Information

Subject

January 8, 2019 Board of Supervisors' Meeting Minutes

Suggested Motion

Approval of the January 8, 2019, Board of Supervisors' meeting minutes.

Attachments

01-08-19 Meeting Notes

BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA

Date: January 8, 2019

TIM R. HUMPHREY
Chairman

WOODY CLINE
Vice-Chairman

TOMMIE C. MARTIN
Member

MARIAN SHEPPARD
Clerk of the Board

By: Marian Sheppard
Clerk of the Board

Gila County Courthouse
Globe, Arizona

PRESENT: Tim R. Humphrey; Chairman; Woody Cline, Vice-Chairman; Tommie C. Martin, Member (via phone); W. James Menlove, County Manager; Jacque Sanders, Deputy County Manager, District Librarian; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Charles Shire, Deputy Gila County Attorney Senior-Civil (via ITV); Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE – INVOCATION

Chairman Humphrey called the regular session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. J. Adam Shepherd led the Pledge of Allegiance and Jeff Dalton delivered the invocation.

Item 2 – PRESENTATIONS:

A. Public recognition of five employees through the County's Spotlight on Employees Program, as follows: Donna Demers, Glen Farnham, Leonard Kerszykowski, Cole LaBonte and Jake Garrett.

Erica Raymond, Human Resources Assistant Senior, read aloud a letter of nomination for Donna Demers and Glen Farnham. Ms. Demers works in the Finance Department and has been employed with the County for 2 years. Mr. Farnham works in the Public Works Department and has been employed with the County for almost 22 years. She read aloud a letter of nomination for Leonard Kerszykowski and Cole LaBonte, who are both deputies of the Sheriff's Office. Ms. Raymond advised that Mr. Kerszykowski was unable to attend the meeting, so she will recognize him again at a future Board meeting. Lastly, she read aloud a letter of nomination for Jake Garrett that was written by Supervisor Humphrey. Mr. Garrett works in the Community Development Department and he has been employed with the County for almost 17 years.

Everyone except for Mr. Kerszykowski were presented with a gift card. Each Supervisor thanked the recipients.

Item 3 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to adopt Resolution No. 19-01-02 which authorizes the Chairman's signature on the following documents between Gila County and JPMorgan Chase Bank, N.A. to provide for revolving lines of credit for Gila County special taxing districts, as follows: Business Loan Agreement-Gila County Revolving Line of Credit; Gila County Revolving Line of Credit - Promissory Note; Business Loan Agreement-Gila County Districts Revolving Line of Credit; and Gila County Districts Revolving Line of Credit - Promissory Note.

Background information on this agenda item is as follows: On June 5, 2012, the Board of Supervisors awarded a contract to JPMorgan Chase Bank, N.A. to provide banking services to Gila County for the period July 1, 2012, through June 30, 2015, with an option to extend the contract until June 30, 2017. In May of 2017, a new contract was provided to the Treasurer and to legal counsel. The County Attorney's Office reviewed the preliminary documents, which resulted in the documents being returned to JPMorgan Chase Bank to be rewritten per the County's legal counsel. Since the contract expired on June 30, 2017, the Treasurer's Office, representing the County, has had to provide lines of credit to the County's special taxing districts. This has placed a burden on the County and the Treasurer's Office. Due to the Request for Proposals being issued later than normal in the process to seek proposals for a servicing bank contract, and the contract award followed at an even later date, the documents being presented to the Board of Supervisors for approval at this meeting are from JPMorgan Chase Bank and must be signed as soon as possible to relieve the lapse in the revolving lines of credit for Gila County and each of its special taxing districts.

Debora Savage, Treasurer, advised that Jeff Sundheimer, a representative of JPMorgan Chase Bank, NA, was present to answer questions. There were no questions of the Board members; therefore, Chairman Humphrey asked for a motion on this agenda item. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously adopted Resolution No. 19-01-02. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

B. Information/Discussion/Action to approve Contract No. ADEQ19-BF1909 with the Arizona Department of Environmental Quality (ADEQ) in the amount of $13,000 whereby ADEQ will conduct an asbestos and lead survey on the former Hayden motel, 637 Hwy 177, Hayden, AZ to begin

from the date of execution of the contract and terminating June 30, 2019.

Vice-Chairman Cline stated that this motel has been a concern of the County for quite some time. Several years ago, it was deeded to the State of Arizona in care of the Board of Supervisors because the previous owner had not paid the property taxes for 7 consecutive years. It is very dilapidated, and the immediate concern is that debris from the roof continues to blow onto the main highway. Vice-Chairman Cline spoke with a representative of Governor Ducey's Office about the problem which resulted in the ADEQ getting involved because it is expected that the motel contains asbestos or lead. The County was able to secure some grant funding from ADEQ to conduct testing on the motel. Vice-Chairman Cline commented that if there is asbestos or lead, the County will continue to make efforts to secure funding to demolish the property. Supervisor Cline and Chairman Humphrey thanked Supervisor Cline for his efforts on this issue. Vice-Chairman Cline advised that Travis Barnum, ADEQ Brownfields Coordinator, was present to answer any questions. There were no questions of the Board members; therefore, Chairman Humphrey asked for a motion on this agenda item. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously approved Contract No. ADEQ19-BF1909.

Item 4 - CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted n as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval of the appointment of Mr. Joe Albo; Ms. Daisy Flores; and Mr. Gary Scales as Superior Court Judges *Pro Tempore* for the period of July 1, 2019, to June 30, 2020.

B. Approval to accept the 2018 Hazardous Materials Emergency Preparedness Grant Program funding award from the Arizona Department of Environmental Quality in the amount of $17,000 with no non-federal match requirement that will be used to review and update the existing Gila County Hazardous Response Plan.

C. Approval to reappoint Clark Richens to the Gila County Cooperative Extension Advisory Board of Directors for the term which began on January 1, 2019, through December 31, 2020; and appoint Marsha Fitzhugh to the Advisory Board for the term beginning on January 8, 2019, through December 31, 2020.

D. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 206-03-143 to Abelardo Andre Gil.

E. Approval of the December 18, 2018, Board of Supervisors' meeting minutes.

F. Acknowledgment of the Human Resources reports for the weeks of December 4, 2018, December 11, 2018, December 18, 2018, and December 25, 2018.

DECEMBER 4, 2018

DEPARTURES:
1. Cristina Ortiz – Clerk of Superior Court – Court Clerk – 12/20/18 – General Fund – DOH 02/12/18
2. Sharisse Kubala – Sheriff's Office – Detention Officer – 11/20/18 – General Fund – DOH 09/12/11

NEW HIRES:
3. Jordan Reardon – Globe Justice Court – Justice of the Peace – 01/01/19 – General Fund – Replacing Rebecca Baeza
4. Jennifer Hicklin – Health and Emergency Services – Environmental Health Specialist – 12/26/18 – Health Service (.70)/Public Health Emergency Preparedness (.30) Funds – Replacing Rachel Abou Saleh
5. Kenneth Keith – Public Works – Recycling and Landfill Manager – 06/03/19 – Recycling and Landfill Management Fund – Replacing Sharon Winters
6. M. Scott Albretsen – Finance/Computer Services – IT Systems Administrator – 12/10/18 – General Fund – Replacing Nicole Weaver

END PROBATIONARY PERIOD:
7. Gabriel Scales – Computer Services - IT Systems Administrator – 06/05/18 – General Fund

DEPARTMENTAL TRANSFERS:
8. Thor Nudson – Sheriff's Office – From Deputy Sheriff – To Deputy Sheriff Sgt. – 12/10/18 – General Fund – Replacing Robert Campbell

OTHER ACTIONS:
9. Dorothy Little – Payson Justice Court – Justice of the Peace – 01/01/19 – General Fund – Correction of salary
10. Taylor Kilbourne – Probation – From Juvenile Surveillance Officer – To Surveillance Officer – 11/26/18 – General (.50)/Adult Probation Service Fees (.50) Funds – Correction of title
11. Mathew Gonzales – Probation – From Juvenile Surveillance Officer – To Surveillance Officer – 11/26/18 – General (.50)/Adult Probation Service Fees (.50) Funds – Correction of title

12. David Franquero – Law Library – From Bailiff/Interpreter – To Bailiff – 11/26/18 – Law Library Fund – Correction of title

REQUEST TO POST:
13. Administrative Services – Administrative Clerk – Vacated by Ragnheider McCormack

DECEMBER 11, 2018

NEW HIRES:
1. Lester Aker – Public Works – Vehicle and Equipment Mechanic – 12/17/18 – Public Works Fund – Replacing Mark Brooks

DEPARTMENTAL TRANSFERS:
2. Christine Garrett – Sheriff's Office – From Deputy Sheriff Detective – To Deputy Sheriff Sgt. – 12/24/18 – General Fund – Replacing Keith Thompson
3. Katie Judd- Recorder's Office – From Recorder's Clerk – To Voter Registration Coordinator – 12/17/18 – General Fund – Replacing Amy O'Connor
4. Ragnheider McCormack – From Administrative Services – To Clerk of Superior Court – From Administrative Clerk – To Court Clerk – 12/17/18 – General Fund – Replacing Patricia Lolos

REQUEST TO POST:
5. Sheriff's Office – Record's Clerk (.48) – Vacated by Beverly Valenzuela

DECEMBER 18, 2018

DEPARTURES:
1. Beverly Hawkins – Elections – Temporary Administrative Clerk – 12/07/18 – General Fund – DOH 10/13/14

NEW HIRES:
2. Brittany Blevins – Recorder's Office – Recorder's Clerk Senior – 01/07/19 – General Fund – Replacing Kassandra Trevino
3. Eugene O'Neill – Public Works – Recycling and Landfill Equipment Operator Senior – 12/24/18 – Recycling and Landfill Management Fund – Replacing Christopher Jenkins

END PROBATIONARY PERIOD:
4. Terri Morrell-Stancil – Community Development – Permit Technician – 12/25/18 – General Fund
5. Esther Canez – Clerk of Superior Court – Chief Deputy – 12/25/18 – General Fund
6. Maryn Belling – Finance – Budget Manager – 01/16/18 – General Fund

7. Joseph Castaneda – Sheriff's Office – Detention Officer – 12/26/18 – General Fund
8. Randall Pluimer – Community Development – Chief Building Official – 01/02/19 – General Fund
9. Megan Tober – County Attorney's Office – Legal Secretary – 12/25/18 – General Fund
10. Kyle Hopson – County Attorney's Office – Deputy County Attorney – 12/25/18 – General Fund
11. Ariel Lott – Probation – Juvenile Detention Officer – 12/11/18 – General Fund
12. Colleen Lacy – Probation – Deputy Probation Officer 1 – 12/18/18 – Diversion Intake (.50)/Juvenile Intensive Probation Supervision (.50) Funds

DEPARTMENTAL TRANSFERS:
13. Rebecca Baeza – Globe Justice Court – From Justice of the Peace – To Justice Court Clerk – 01/01/19 – General Fund – Replacing Rebecca Baeza
14. Kevin Steveson – Public Works – From Recycling and Landfill Equipment Operator – To Recycling and Landfill Equipment Operator Senior – 12/24/18 – Recycling and Landfill Management Fund – Replacing Gary Frantom

OTHER ACTIONS:
15. Elsa Bobier – Community Services – From Administrative Clerk Senior – To Social Services Case Manager – 01/07/19 – Various Funds – Reclassification
16. John Johnson – Public Works – Custodian – 01/01/19 – Facilities Management Fund – Arizona minimum wage increase
17. Cristina Ortiz – Clerk of Superior Court – Court Clerk – 12/13/18 – General Fund – Resignation date changed from 12/20/18 to 12/13/18

REQUEST TO POST:
18. Public Works – Recycling and Landfill Equipment Operator – Vacated by Kevin Steveson
19. Public Works – Public Works Roads Supervisor – Vacated by Barney Branstetter

DECEMBER 25, 2018

NEW HIRES:
1. Eugene O'Neill – Public Works – Recycling and Landfill Equipment Operator Senior – 12/24/18 – Recycling and Landfill Management Fund – Replacing Chris Jenkins
2. Danielle Rocha – Clerk of Superior Court – Court Clerk – 01/02/19 – General Fund – Replacing Cristina Ortiz

3. Kalen Trimble – Superior Court – Part-Time Bailiff – 01/07/19 – State Grants Fund – FY19 position

END PROBATIONARY PERIOD:
4. Charles Spalink – Public Works – Building Maintenance Technician – 01/02/19 – Facilities Management Fund

OTHER ACTIONS:
5. Cheryl Sluyter – Board of Supervisors – From Office Coordinator – To Executive Administrative Assistant – 12/10/18 – General Fund – Reclassification
6. Brandon Allinson – Community Services – Temporary Community Services Worker – 01/01/19 – GEST Fund – Arizona minimum wage increase
7. Eric Butler – Community Services – Temporary Mobile Crew – 01/01/19 – GEST Fund – Arizona minimum wage increase
8. Ricky Cayouette Jr. – Community Services – Temporary Mobile Crew – 01/01/19 – GEST Fund – Arizona minimum wage increase
9. David Falquez – Community Services – Temporary Mobile Crew – 01/01/19 – GEST Fund – Arizona minimum wage increase
10. Lester Aker – Public Works – Vehicle and Equipment Mechanic – 01/07/19 – Public Works Fund – Changing hire date from 12/17/18 to 01/07/19

REQUEST TO POST:
11. Superior Court – Superior Court Administrator – Vacated by Jonathan Bearup

G. Acknowledgment of the November 2018 monthly activity report submitted by the Clerk of the Superior Court's Office.

H. Acknowledgement of the November 2018 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

I. Acknowledgment of the November 2018 monthly activity report submitted by the Payson Regional Constable's Office

J. Acknowledgment of November 2018 monthly activity report submitted by the Globe Regional Constable's Office

K. Acknowledgement of the November 2018 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

L. Acknowledgement of the November 2018 monthly activity report submitted by the Recorder's Office.

Chairman Humphrey read aloud this agenda item and asked the Board members if they wanted any of the items moved to the Regular Agenda for discussion and action. Vice-Chairman Cline commented that he didn't have any concerns with the agenda items. He referred to agenda item 4B and thanked the ADEQ for providing this funding to Gila County. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously approved Consent Agenda action items 4A through 4L.

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.

No one offered public comment.

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 presented a summary of current events. Mr. Menlove did not have any events to report.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting at 10:22 a.m.

APPROVED:

_____
Tim R. Humphrey, Chairman

ATTEST:

_____
Marian Sheppard, Clerk of the Board

ARF-5276 **Consent Agenda Item 3. E.**

Regular BOS Meeting

Meeting Date: 01/22/2019

Reporting Period: December 1, 2018 - December 31, 2018

Submitted For: Amber Warden, Accounting Manager

Submitted By: Amber Warden, Accounting Manager

Information

Subject

Finance Reports/demands/transfers for the reporting period of December 1, 2018 through December 31, 2018.

Suggested Motion

Approval of finance reports/demands/transfers for the reporting period of December 1, 2018 through December 31, 2018.

Attachments

FR-12-1-18 to 12-31-18

FR- 12-1-18 to 12-31-18 Voids

*****Gila County*****

Payment Register

From Payment Date: 12/1/2018 - To Payment Date: 12/31/2018

Number	Date	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable			
Check			
293984	12/03/2018	ALLIANT GAS LLC	$585.36
293985	12/03/2018	ARIZONA BEHAVIORAL HEALTH SPECIALIST LLC	$1,250.00
293986	12/03/2018	ARIZONA PUBLIC SERVICE	$1,001.67
293987	12/03/2018	ARIZONA WATER COMPANY	$264.50
293988	12/03/2018	ARMSTRONG, STEPHEN	$75.00
293989	12/03/2018	AT&T	$48.18
293990	12/03/2018	Becker, Gregory, Troy	$94.95
293991	12/03/2018	Berge Ford, Inc.	$3,431.49
293992	12/03/2018	Byrum, Susan, K	$1,103.40
293993	12/03/2018	Cable One	$425.42
293994	12/03/2018	Carls Towing Inc	$725.00
293995	12/03/2018	CDW Government	$3,999.16
293996	12/03/2018	CenturyLink Business Services	$2,561.70
293997	12/03/2018	Cobre Valley Publishing	$303.83
293998	12/03/2018	Credit Card Revolving Fund	$14,127.43
293999	12/03/2018	Debrigida Law Offices PLLC	$6,880.00
294000	12/03/2018	DJ's Companies, Inc.	$533.00
294001	12/03/2018	Fabok, Glinda, S	$567.30
294002	12/03/2018	Freeman, Michael, L.	$6,454.00
294003	12/03/2018	Garrett, Jake	$109.25
294004	12/03/2018	Geiser, Raymond	$12,205.77
294005	12/03/2018	Gillan, Norman, R	$495.00
294006	12/03/2018	Grant Professionals Association	$200.00
294007	12/03/2018	GreatAmerica Leasing Corporation	$901.11
294008	12/03/2018	Helm, Livesay & Worthington, Ltd	$21.43
294009	12/03/2018	Hirdes, Steven, C	$3,488.00
294010	12/03/2018	HLP, Inc.	$11.20
294011	12/03/2018	Huddleson, James, E	$140.00
294012	12/03/2018	Integrity Attorney Services, Inc.	$133.60
294013	12/03/2018	J&S Towing & Associates, LLC	$820.00

294014	12/03/2018	JaLin Enterprises Inc.	$396.96
294015	12/03/2018	Jani-Serv, Inc	$4,344.39
294017	12/03/2018	JE FULLER/HYDRPLOGY & GEOMORPHOLOGY INC	$500.00
294018	12/03/2018	Jury Systems Inc	$1,500.00
294019	12/03/2018	KS StateBank	$171.79
294020	12/03/2018	Kwik Kool Refrigeration Inc	$324.36
294021	12/03/2018	Lamont Mortuary of Globe	$1,605.00
294022	12/03/2018	Law Offices of Daniel Thulin, LLC	$2,000.00
294023	12/03/2018	Moore , Jerry, M	$81.60
294024	12/03/2018	Oak Mobile Home Park	$380.00
294025	12/03/2018	Oasis Printing & Banners	$145.43
294026	12/03/2018	Office Depot	$88.81
294027	12/03/2018	PARKER, KYLE	$75.00
294028	12/03/2018	Payson Roundup	$46.75
294029	12/03/2018	PAYSON SENIOR APARTMENTS	$196.00
294030	12/03/2018	Plastic Surgeons of Northern Arizona, PLLC	$8,768.90
294031	12/03/2018	Pronghorn Psychiatry	$55,800.00
294032	12/03/2018	Right Away Disposal	$234.00
294033	12/03/2018	RIM COMMUNICATIONS	$1,283.00
294034	12/03/2018	Rim Country Regional Chamber of Commerce	$5,000.00
294035	12/03/2018	Rim View Community Church	$75.00
294036	12/03/2018	RIVES, LARRY, LEROY	$123.75
294037	12/03/2018	SANKS, CHRISTOPHER	$75.00
294038	12/03/2018	SC FUELS	$19,650.06
294039	12/03/2018	SCALES, GABRIEL, A	$184.51
294040	12/03/2018	Schell , Steven, W	$200.00
294041	12/03/2018	SELLARS, MICHAEL	$22.08
294042	12/03/2018	SHRED IT USA LLC	$135.83
294043	12/03/2018	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	$1,599.14
294044	12/03/2018	Smiths Detection Inc.	$3,775.26
294045	12/03/2018	SOUTHERN TIRE MART LLC	$506.76
294046	12/03/2018	Southland Medical LLC	$1,918.14
294047	12/03/2018	SOUTHWEST GAS	$418.27
294048	12/03/2018	SOUTHWEST GAS	$2,149.23

Payment Register

From Payment Date: 12/1/2018 - To Payment Date: 12/31/2018

294049	12/03/2018	SPOK INC	$15.42
294050	12/03/2018	STANDIFIRD, BARRY	$9,582.05
294052	12/03/2018	SUDDENLINK	$86.94
294053	12/03/2018	Sunland Asphalt	$402,150.27
294054	12/03/2018	THE ARIZONA REPUBLIC	$66.88
294055	12/03/2018	TODD, TRAVIS	$262.50
294056	12/03/2018	Tonto Basin Chamber of Commerce	$25.00
294057	12/03/2018	TURNEY, CHARLES, R	$255.20
294058	12/03/2018	Tyler Technologies, Inc.	$2,065.00
294059	12/03/2018	UNIFIRST CORPORATION	$145.95
294060	12/03/2018	VERIZON WIRELESS	$1,430.21
294061	12/03/2018	Waters Sparkletts of Payson	$267.05
294062	12/03/2018	WE TIP INC	$1,900.00
294063	12/03/2018	Western Mental Health & Restoration Services	$130.00
294064	12/03/2018	WHITE, SARAH, A	$120.00
294065	12/03/2018	WORTHEY, VIOLETA, A	$120.00
294066	12/03/2018	Yavapai County Government	$7,750.00
294067	12/03/2018	Zions First National Bank	$15,025.48
294068	12/03/2018	EPN Erecording Partners Network	$2.00
294069	12/04/2018	ARIZONA LOCAL GOVERNMENT EMPLOYEE BENEFIT TRUST	$464,476.57
294070	12/04/2018	POWELL, TERRI, L	$250.00
294071	12/04/2018	Pronghorn Psychiatry	$24,025.00
294072	12/04/2018	State of Arizona	$1,515.00
294073	12/07/2018	Cemex Construction Materials South, LLC	$432.69
294074	12/07/2018	CenturyLink	$1,665.52
294075	12/07/2018	Credit Card Revolving Fund	$18,586.94
294076	12/07/2018	Dremler, Patti	$44.20
294077	12/07/2018	Humphrey , Tim	$337.62
294078	12/07/2018	Hunt Materials LLC	$255.84
294079	12/07/2018	MILLER, BARBARA	$145.00
294080	12/07/2018	Neldon, Ron, E	$28.88
294081	12/07/2018	O'Driscoll, Michael, J	$470.37
294082	12/07/2018	O'Neil Printing Inc.	$15,412.35
294083	12/07/2018	Old Main Storage	$322.54

Payment Register

From Payment Date: 12/1/2018 - To Payment Date: 12/31/2018

294084	12/07/2018	TARANGO, JAMES, G	$47.25
294085	12/07/2018	Hann, Justin	$10.33
294086	12/10/2018	Advanced Controls Corporation	$420.00
294087	12/10/2018	ADVANTAGE HOME PERFORMANCE INC	$18,959.00
294088	12/10/2018	ARIZONA PUBLIC SERVICE	$33,928.38
294089	12/10/2018	ARIZONA STATE PRISON GLOBE	$695.00
294090	12/10/2018	ARIZONA WATER COMPANY	$1,542.66
294091	12/10/2018	ARMSTRONG, STEPHEN	$100.00
294092	12/10/2018	AXIS FORENSIC TOXICOLOGY INC	$250.00
294093	12/10/2018	AZ WESTERN CONTRACTING INC	$145,271.56
294094	12/10/2018	Banner - University Medical Group	$1,000.00
294095	12/10/2018	Bose Public Affairs Group	$6,000.45
294096	12/10/2018	Byrum, Susan, K	$199.50
294097	12/10/2018	Carolina Software Inc.	$1,432.96
294098	12/10/2018	CenturyLink	$32.34
294099	12/10/2018	Charm Tex	$2,252.20
294100	12/10/2018	City of Globe	$7,203.29
294101	12/10/2018	City of Globe	$750.00
294102	12/10/2018	CNA Surety	$2,750.00
294103	12/10/2018	Cook, Janice , L	$215.00
294104	12/10/2018	Copper State Sanitation	$600.00
294105	12/10/2018	Credit Card Revolving Fund	$2,802.99
294106	12/10/2018	Crooked Sky Works	$240.00
294107	12/10/2018	Earth Mover Tire Sales, Inc.	$632.05
294108	12/10/2018	Election Systems & Software	$1,641.26
294109	12/10/2018	Fabok, Glinda, S	$700.80
294110	12/10/2018	FedEx	$101.45
294111	12/10/2018	Fischione, Mark, A	$28,690.00
294112	12/10/2018	Flores & Clark, LLC	$7,425.00
294113	12/10/2018	France , John, R	$520.00
294114	12/10/2018	Freightliner of Arizona, LLC	$866.30
294115	12/10/2018	Gale	$114.27
294116	12/10/2018	Gila County Government	$4,522.25
294117	12/10/2018	Gila County Government	$750.00

294118	12/10/2018	Gila Sweeping LLC	$325.00
294119	12/10/2018	Globalstar USA LLC	$344.41
294120	12/10/2018	Humane Society of Central Arizona	$3,208.33
294121	12/10/2018	JaLin Enterprises Inc.	$628.52
294122	12/10/2018	Jones Attorney at Law, PLLC , Stephen, P	$3,877.20
294123	12/10/2018	KS StateBank	$93.26
294124	12/10/2018	Labonte, Cole	$257.50
294125	12/10/2018	Law Office of Jonathan L. Warshaw PLLC	$6,979.75
294126	12/10/2018	Law Offices of David W. Bell	$3,122.00
294127	12/10/2018	Mallory Safety & Supply LLC	$1,179.90
294128	12/10/2018	MERCHANT, RUSTY	$80.00
294129	12/10/2018	Montgomery, Diana, G	$4,000.00
294130	12/10/2018	MTE Communications	$305.75
294131	12/10/2018	Multitech	$2,825.84
294132	12/10/2018	Nalwoodi Denzhone Strength & Beauty Community	$2,500.00
294133	12/10/2018	Northern Gila County Sanitary District	$691.94
294134	12/10/2018	Office Depot	$69.86
294135	12/10/2018	Old Main Storage	$322.54
294136	12/10/2018	PARKER, KYLE	$100.00
294137	12/10/2018	PAYSON JUSTICE COURT	$750.00
294138	12/10/2018	PAYSON TRAILER RANCH	$300.00
294139	12/10/2018	PAYSON WATER DEPT	$833.02
294140	12/10/2018	Phoenix Children's Medical Group	$250.00
294141	12/10/2018	PHOENIX INTERNET & WYDEBEAM	$49.99
294142	12/10/2018	PITNEY BOWES INC	$37.14
294143	12/10/2018	Pleasant Valley Community Medical Center	$150.00
294144	12/10/2018	R&M Repeater	$1,240.62
294145	12/10/2018	RAZOR THIN MEDIA LLC	$7,500.00
294146	12/10/2018	Redburn Tire Company	$5,146.70
294147	12/10/2018	RICOH USA INC	$63.81
294148	12/10/2018	RIM COMMUNICATIONS	$143.60
294149	12/10/2018	RIPPLE, DENICE	$6,364.40
294150	12/10/2018	SALT RIVER PROJECT	$848.27
294151	12/10/2018	San Carlos Apache Tribe	$482.74

294152	12/10/2018	SANKS, CHRISTOPHER	$100.00
294153	12/10/2018	SCALES, GARY, V	$1,083.24
294154	12/10/2018	SHRED IT USA LLC	$135.83
294155	12/10/2018	State of Arizona	$117,767.00
294156	12/10/2018	SUDDENLINK	$1,885.91
294157	12/10/2018	Tim's Tire , LLC	$450.00
294158	12/10/2018	TODD, OLIVIA, M	$183.75
294159	12/10/2018	Town of Hayden	$750.00
294160	12/10/2018	TOWN OF PAYSON	$23,250.00
294161	12/10/2018	Town of Winkelman	$750.00
294162	12/10/2018	TRI CITY EMP ALLIANCE	$500.00
294163	12/10/2018	Trinity Services Group, Inc.	$28,956.36
294164	12/10/2018	Triplet Mountain Communications, Inc.	$7,948.41
294165	12/10/2018	UNIFIRST CORPORATION	$111.19
294166	12/10/2018	Universal Police Supply Co.	$119.00
294167	12/10/2018	US Imaging Inc.	$470.04
294168	12/10/2018	US POSTAL SERVICE POSTAGE BY PHONE	$2,806.00
294169	12/10/2018	VERIZON WIRELESS	$22,586.43
294170	12/10/2018	VOAKES, DONALD, R	$291.67
294171	12/10/2018	WASTE MANAGEMENT OF ARIZONA	$260.70
294172	12/10/2018	WIST OFFICE PRODUCTS COMPANY	$81.86
294173	12/10/2018	Woodson Engineering & Surveying Inc.	$2,491.82
294174	12/11/2018	ELECTED OFFICIALS RETIREMENT PLAN	$5,140.54
294175	12/11/2018	ELECTED OFFICIALS RETIREMENT PLAN	$5,140.54
294176	12/12/2018	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$8,060.81
294177	12/12/2018	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$48,406.99
294178	12/12/2018	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$57,349.48
294179	12/12/2018	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$56,131.40
294180	12/12/2018	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$54,054.22
294181	12/12/2018	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$58,632.94
294182	12/12/2018	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$54,875.97
294183	12/12/2018	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$70,454.62
294185	12/14/2018	AMERICAN FAMILY LIFE ASSURANCE COMPANY	$5,179.59
294186	12/14/2018	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	$223,338.47

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294187	12/14/2018	ARIZONA STATE RETIREMENT SYSTEM	$164,910.38
294188	12/14/2018	AZCOPS	$27.00
294189	12/14/2018	COLONIAL SUPPLEMENTAL INSURANCE	$6,202.19
294190	12/14/2018	DEBT MANAGEMENT SERVICES	$103.26
294191	12/14/2018	FRATERNAL ORDER OF POLICE	$131.20
294192	12/14/2018	GILSBAR FSA	$948.83
294193	12/14/2018	GILSBAR HSA	$2,246.52
294194	12/14/2018	JP MORGAN CHASE DOR	$27,545.18
294195	12/14/2018	JP MORGAN CHASE FEDERAL TAX	$72,666.67
294196	12/14/2018	JP MORGAN CHASE FICA EE	$58,206.17
294197	12/14/2018	JP MORGAN CHASE FICA ER	$58,206.17
294198	12/14/2018	JP MORGAN CHASE MEDICARE EE	$13,772.02
294199	12/14/2018	JP MORGAN CHASE MEDICARE ER	$13,772.02
294200	12/14/2018	METLIFE	$340.00
294201	12/14/2018	MODERN WOODMEN OF AMERICA	$7.17
294202	12/14/2018	NATIONWIDE RETIREMENT SOLUTIONS	$4,994.50
294203	12/14/2018	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	$367.50
294204	12/14/2018	PIONEER CREDIT RECOVERY, INC.	$146.25
294205	12/14/2018	SECURITY BENEFIT GROUP	$1,380.00
294206	12/14/2018	SUPPORT PAYMENT CLEARINGHOUSE	$1,703.78
294207	12/14/2018	THUNDERBIRD COLLECTION SPEC INC	$143.12
294208	12/14/2018	WADDELL & REED	$809.50
294209	12/13/2018	ARIZONA PLANNING AND PARALEGAL SOLUTIONS	$2,745.00
294210	12/13/2018	COMMERCIAL CARD SOLUTIONS	$183,988.61
294211	12/13/2018	DLT Solutions	$6,266.02
294212	12/13/2018	Globe Roatary Club	$500.00
294213	12/13/2018	Goodwin, Roy	$105.00
294215	12/13/2018	Horizon Health & Wellness Inc.	$500.00
294216	12/13/2018	City of Globe	$63.77
294217	12/17/2018	TIOGA ENERGY, INC	$3,460.61
294218	12/17/2018	ADVANTAGE HOME PERFORMANCE INC	$15,809.00
294219	12/17/2018	Afflilion of Cobre Valley PLLC	$281.29
294220	12/17/2018	Aqua-Serv Engineers, Inc.	$125.00
294221	12/17/2018	ARCHAEOLOGICAL CONSULTING SERVICES LTD	$4,444.43

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294222	12/17/2018	ARIZONA COUNTIES INSURANCE POOL	$7,024.40
294223	12/17/2018	Arizona Department of Enviromental Quality	$1,477.03
294224	12/17/2018	Arizona Department of Enviromental Quality	$1,610.74
294225	12/17/2018	ARIZONA PUBLIC SERVICE	$388.69
294226	12/17/2018	ARIZONA STATE PRISON GLOBE	$596.00
294227	12/17/2018	ARMSTRONG, STEPHEN	$171.07
294228	12/17/2018	Banner Payson Medical Center	$2,403.00
294229	12/17/2018	Beck, Joshua	$245.20
294230	12/17/2018	Blevins , Debra	$105.47
294231	12/17/2018	Blueline Services LLC	$387.00
294232	12/17/2018	Booth, Clark	$760.00
294233	12/17/2018	Bryan, Michael	$1,800.00
294234	12/17/2018	Burk, Steven, E	$5,749.75
294235	12/17/2018	Byrum, Susan, K	$600.00
294236	12/17/2018	Cable One	$444.99
294237	12/17/2018	Campagna, Mariah	$100.13
294238	12/17/2018	Cemex Construction Materials South, LLC	$2,328.68
294239	12/17/2018	Center for Disease Detection, LLC	$124.90
294240	12/17/2018	CenturyLink	$784.68
294241	12/17/2018	Coalition of Arizona/New Mexico Counties	$1,300.00
294242	12/17/2018	Cobre Valley Publishing	$409.20
294243	12/17/2018	Cobre Valley Regional Medical Center	$2,535.67
294244	12/17/2018	COBRE VALLEY YOUTH CLUB	$1,000.00
294245	12/17/2018	Credit Card Revolving Fund	$49,503.25
294246	12/17/2018	Deford, David	$400.00
294247	12/17/2018	Desert Vista Neuropsycholical Specialists	$732.50
294248	12/17/2018	Destiny Software, Inc.	$3,800.00
294249	12/17/2018	Diamond M Dental Assoc.	$328.80
294250	12/17/2018	DIAZ, MARCOS	$192.80
294251	12/17/2018	Digital Imaging Systems, LLC	$119.07
294252	12/17/2018	Dollywood Foundation	$4,017.62
294253	12/17/2018	Earth Mover Tire Sales, Inc.	$7,988.14
294254	12/17/2018	Experian	$32.00
294255	12/17/2018	Fabok, Glinda, S	$440.80

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294257	12/17/2018	Globe Exterminators	$2,195.00
294258	12/17/2018	Hatch Construction & Paving, Inc.	$1,284.55
294259	12/17/2018	Hayes Enterprises	$10,000.00
294260	12/17/2018	Hillyard INC	$3,767.48
294261	12/17/2018	HLP, Inc.	$3,840.00
294262	12/17/2018	HonorHealth	$675.00
294263	12/17/2018	Hornung, David	$87.50
294264	12/17/2018	IMCOR	$2,018.00
294265	12/17/2018	Integrity Attorney Services, Inc.	$127.00
294266	12/17/2018	Interstate Copy Shop	$36.77
294267	12/17/2018	Iron Mountain	$809.02
294268	12/17/2018	JaLin Enterprises Inc.	$661.60
294269	12/17/2018	Jani-Serv, Inc	$4,344.39
294270	12/17/2018	Johnson, Michael, L	$35.00
294271	12/17/2018	Konica Minolta Business Solutions U.S.A., Inc.	$8,734.45
294272	12/17/2018	LAM Industries, LLC	$775.00
294273	12/17/2018	Lamont Mortuary of Globe	$1,605.00
294274	12/17/2018	Language Line Services, Inc.	$113.86
294275	12/17/2018	Leverance, Emily	$42.84
294276	12/17/2018	Matlock Gas & Equipment Company, Inc.	$74.19
294277	12/17/2018	Matlock Gas & Equipment Company, Inc.	$2,493.39
294278	12/17/2018	Medical Diagnostic Imaging Group, Ltd.	$722.96
294279	12/17/2018	Messinger Payson Funeral Home, Inc.	$5,660.00
294280	12/17/2018	Mountain Retreat Builders, LLC	$22,995.25
294281	12/17/2018	Nelson, Timothy	$6,979.00
294282	12/17/2018	Neopost USA Inc.	$1,451.26
294283	12/17/2018	Office Depot	$163.22
294284	12/17/2018	Oil Price Information Service, LLC	$414.00
294285	12/17/2018	PARKER, KYLE	$117.50
294286	12/17/2018	Payson Apartments	$181.00
294287	12/17/2018	Payson Roundup	$1,945.33
294288	12/17/2018	Pima County Government	$4,600.00
294289	12/17/2018	Pitney Bowes Global Financial Services, LLC	$160.22
294290	12/17/2018	Plastic Surgeons of Northern Arizona, PLLC	$3,562.90

294291	12/17/2018	Postnet	$55.90
294292	12/17/2018	ProForce Law Enforcement	$446.22
294293	12/17/2018	Quality Pumping	$180.61
294294	12/17/2018	Queen Creek Law Firm	$2,154.00
294295	12/17/2018	Redburn Tire Company	$1,172.54
294296	12/17/2018	RUTHERFORD, NANCY, KAY	$47.63
294297	12/17/2018	RYDER MEDICAL P.C.	$609.40
294298	12/17/2018	SANKS, CHRISTOPHER	$100.00
294299	12/17/2018	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	$1,291.60
294300	12/17/2018	Sonora Quest Laboratories, LLC	$160.78
294301	12/17/2018	SOUTHERN TIRE MART LLC	$2,809.59
294302	12/17/2018	ST. PAUL'S UNITED METHODIST CHURCH	$500.00
294303	12/17/2018	Stanley Convergent Security Solutions, Inc	$5,201.37
294304	12/17/2018	State of Arizona	$4.00
294305	12/17/2018	State of Arizona	$67,500.00
294306	12/17/2018	STERICYCLE,INC.	$100.00
294307	12/17/2018	SUDDENLINK	$1,474.81
294308	12/17/2018	TELECHECK INTERNATIONAL, INC	$90.00
294309	12/17/2018	The Cobre Valley Center for the Arts, Inc	$250.00
294310	12/17/2018	THYSSENKRUPP ELEVATOR CORPORATION	$691.37
294311	12/17/2018	TIOGA ENERGY, INC	$3,377.53
294312	12/17/2018	TOWN OF PAYSON	$250.00
294313	12/17/2018	Triplet Mountain Communications, Inc.	$462.12
294314	12/17/2018	UNIFIRST CORPORATION	$42.41
294315	12/17/2018	Universal Police Supply Co.	$1,931.17
294316	12/17/2018	UPHOLSTERY STATION	$581.60
294317	12/17/2018	US Imaging Inc.	$1,920.00
294318	12/17/2018	Waters Sparkletts of Payson	$275.80
294319	12/17/2018	Waugh PSY.D PLLC , Gregory	$2,414.00
294320	12/17/2018	WEST PAYMENT CENTER	$4,813.89
294321	12/17/2018	WESTERN REPROGRAPHICS LLC	$1,037.38
294322	12/17/2018	Wilson Investigative Services	$400.00
294323	12/17/2018	WIST OFFICE PRODUCTS COMPANY	$29.02
294324	12/17/2018	WRIGHT, TIMOTHY	$546.21

294325	12/17/2018	ZIENKA, THOMAS	$100.00
294326	12/17/2018	SACRAMENTO SUPERIOR COURT	$33.50
294327	12/18/2018	CORP - AOC	$17,367.92
294328	12/18/2018	CORP - AOC	$17,783.36
294329	12/18/2018	CORP - AOC	$17,537.91
294330	12/18/2018	CORP - AOC	$17,706.97
294331	12/18/2018	CORP - AOC	$17,700.20
294332	12/18/2018	CORP - DISPATCHER	$3,247.83
294333	12/18/2018	CORP - DISPATCHER	$3,452.82
294334	12/18/2018	CORP - DISPATCHER	$3,247.82
294335	12/18/2018	CORP - DISPATCHER	$3,229.56
294336	12/18/2018	CORP - DISPATCHER	$3,229.56
294337	12/18/2018	CORP - DISPATCHER	$3,229.55
294338	12/18/2018	CORP - DISPATCHER	$4,198.40
294339	12/18/2018	Arizona Department of Administration	$1,788.30
294340	12/18/2018	Rim Country Arizonans for Children, Inc	$10,000.00
294341	12/18/2018	THE MASTER'S TOUCH LLC	$2,881.60
294342	12/18/2018	Tyler Technologies, Inc.	$37,458.76
294343	12/18/2018	Waters Sparkletts of Payson	$41.50
294344	12/18/2018	WESTERN REPROGRAPHICS LLC	$1,845.07
294345	12/19/2018	HOLMES, JOHNNY, H	$62.50
294346	12/19/2018	Pronghorn Psychiatry	$20,925.00
294347	12/19/2018	CORRECTIONS OFFICER RETIREMENT PLAN	$18,705.96
294348	12/19/2018	CORRECTIONS OFFICER RETIREMENT PLAN	$19,490.23
294349	12/19/2018	CORRECTIONS OFFICER RETIREMENT PLAN	$17,815.24
294350	12/19/2018	CORRECTIONS OFFICER RETIREMENT PLAN	$17,817.95
294351	12/19/2018	CORRECTIONS OFFICER RETIREMENT PLAN	$20,638.96
294352	12/19/2018	CORRECTIONS OFFICER RETIREMENT PLAN	$17,380.71
294353	12/19/2018	CORRECTIONS OFFICER RETIREMENT PLAN	$17,320.95
294354	12/20/2018	ADVANTAGE HOME PERFORMANCE INC	$28,550.00
294355	12/20/2018	ARIZONA PUBLIC SERVICE	$3,758.00
294356	12/20/2018	ARMSTRONG, STEPHEN	$112.50
294357	12/20/2018	ARMSTRONG LAND SERVICES INC	$2,350.00
294358	12/20/2018	AXIS FORENSIC TOXICOLOGY INC	$500.00

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294359	12/20/2018	AZ WESTERN CONTRACTING INC	$144,971.00
294360	12/20/2018	Azteca Glass East	$3,514.07
294361	12/20/2018	Credit Card Revolving Fund	$16,272.79
294362	12/20/2018	GILA COUNTY RECORDER OFFICE	$16.00
294363	12/20/2018	J-4 Excavating	$250,744.00
294364	12/20/2018	Law Office of John S. Perlman, LLC	$920.00
294365	12/20/2018	Mountain Retreat Builders, LLC	$23,115.64
294366	12/20/2018	PARKER, KYLE	$142.50
294367	12/20/2018	PAYSON JUSTICE COURT	$43.46
294368	12/20/2018	Pinal County	$7,000.00
294369	12/20/2018	R&M Repeater	$673.32
294370	12/20/2018	RIPPLE, DENICE	$1,269.60
294371	12/20/2018	SANKS, CHRISTOPHER	$100.00
294372	12/20/2018	SANOFI PASTEUR INC	$1,085.31
294373	12/20/2018	SCALES, RAMONA	$318.64
294374	12/20/2018	SHRED IT USA LLC	$137.01
294375	12/20/2018	SJHMC PHYSICIANS SERVICES	$54.54
294376	12/20/2018	SKC COMMUNICATION PRODUCTS LLC	$7,700.00
294377	12/20/2018	SPARKLETTS	$1,217.50
294378	12/20/2018	Stanley Convergent Security Solutions, Inc	$8,621.50
294379	12/20/2018	TANNER, BRUCE, L	$85.00
294380	12/20/2018	TDS Telecom Service Corporation	$247.45
294381	12/20/2018	Tyler Technologies, Inc.	$210.00
294382	12/20/2018	Waters Sparkletts of Payson	$37.50
294383	12/20/2018	Waugh PSY.D PLLC , Gregory	$1,315.00
294384	12/20/2018	WEST PAYMENT CENTER	$2,695.81
294385	12/21/2018	Arizona Department of Revenue	$2,316.62
294386	12/21/2018	Becker, Gregory, Troy	$67.50
294387	12/21/2018	Binney, Mathew	$250.00
294388	12/21/2018	Blevins , Debra	$71.20
294389	12/21/2018	Boyer, Jay, W	$160.00
294390	12/21/2018	Byrum, Susan, K	$1,595.75
294391	12/21/2018	Cable One	$107.74
294392	12/21/2018	Carls Towing Inc	$2,180.00

294393	12/21/2018	Cates, Cameron	$120.00
294394	12/21/2018	CenturyLink	$930.41
294395	12/21/2018	Cobre Valley Regional Medical Center	$9,029.63
294396	12/21/2018	Cobre Valley Regional Medical Center	$30.75
294397	12/21/2018	CorEMR L.C.	$250.00
294398	12/21/2018	Credit Card Revolving Fund	$36,224.55
294399	12/21/2018	Crooked Sky Works	$240.00
294400	12/21/2018	Dalby, Wilma	$105.00
294401	12/21/2018	Dease, Iona	$720.00
294402	12/21/2018	DJ's Companies, Inc.	$514.98
294403	12/21/2018	Earth Mover Tire Sales, Inc.	$161.60
294404	12/21/2018	Earthquest Plumbing, Inc.	$5,050.59
294405	12/21/2018	Emily Danies Attorney at Law, LLC	$6,576.41
294406	12/21/2018	Fabok, Glinda, S	$394.10
294407	12/21/2018	Friestad, Jeremy, S	$45.00
294408	12/21/2018	General PhD, LLC, Wayne R	$280.00
294409	12/21/2018	Gila County Government	$213.17
294410	12/21/2018	GONZALES, MATTHEW	$16.98
294411	12/21/2018	Holiday Hills MHP	$125.00
294412	12/21/2018	Interstate Copy Shop	$22.76
294413	12/21/2018	JaLin Enterprises Inc.	$661.60
294414	12/21/2018	Kanon, Diana, L	$90.25
294415	12/21/2018	Keith Family Flooring	$4,904.81
294416	12/21/2018	Kwik Kool Refrigeration Inc	$300.00
294417	12/21/2018	La Casa Bella Builders LLC	$7,412.50
294418	12/21/2018	Law Office of Samantha Sue Elledge, PLLC	$6,100.00
294419	12/21/2018	Melford, Bianca, P	$210.34
294420	12/21/2018	Ortiz, P.C., Anna , C.	$8,375.00
294421	12/21/2018	RIM COUNTRY SENIOR APARTMENTS	$510.00
294422	12/21/2018	Rogers , Olga	$47.25
294423	12/21/2018	TRIMBLE, LYNN DEE	$118.89
294424	12/24/2018	State of Arizona	$25.00
294425	12/26/2018	Baxley, Travis, W	$100.00
294426	12/26/2018	CBI Security Service	$13,900.40

294427	12/26/2018	CDW Government	$14,519.33
294428	12/26/2018	CenturyLink	$198.04
294429	12/26/2018	Childhelp Inc.	$2,450.00
294430	12/26/2018	Christina Apartments	$343.00
294431	12/26/2018	Cobre Valley Regional Medical Center	$1,209.09
294432	12/26/2018	Cobre Valley Regional Medical Center	$70.27
294433	12/26/2018	Cobre Valley Youth Club	$4,000.00
294434	12/26/2018	Credit Card Revolving Fund	$30,499.28
294435	12/26/2018	Debrigida Law Offices PLLC	$6,880.00
294436	12/26/2018	Dell Marketing LP	$7,317.67
294437	12/26/2018	Desert Vista Neuropsycholical Specialists	$402.50
294438	12/26/2018	Dive Rescue International, Inc	$2,758.50
294439	12/26/2018	Empire Machinery	$119.86
294440	12/26/2018	Fabok, Glinda, S	$375.00
294441	12/26/2018	Flexibilt Soultions LLC	$4,000.00
294442	12/26/2018	Gale	$75.91
294443	12/26/2018	Griffin's Propane	$540.05
294444	12/26/2018	Healthcare Medical Waste Services	$158.63
294445	12/26/2018	Hobbs, Melodee, Kay	$400.00
294446	12/26/2018	Hornung, David	$125.00
294447	12/26/2018	Interstate Copy Shop	$11.57
294448	12/26/2018	Kenz & Leslie of Arizona, Inc.	$139.44
294449	12/26/2018	Kimley-Horn & Associates, Inc.	$917.38
294450	12/26/2018	Kings Wood Creation	$11,946.00
294451	12/26/2018	Konica Minolta Business Solutions U.S.A. Inc	$2,368.75
294452	12/26/2018	Laboratory Corporation of America	$3,172.41
294453	12/26/2018	LBISat LLC	$144.00
294454	12/26/2018	LexisNexis Risk Solutions	$54.45
294455	12/26/2018	Line & Space, LLC	$15,000.00
294456	12/26/2018	Lovin, Hortencia	$140.00
294457	12/26/2018	Maguire Consulting LLC	$45.00
294458	12/26/2018	McCreary Group	$184.80
294459	12/26/2018	MCI Communication Services, Inc.	$34.46
294460	12/26/2018	Medical Diagnostic Imaging Group, Ltd.	$772.84

Payment Register

From Payment Date: 12/1/2018 - To Payment Date: 12/31/2018

294461	12/26/2018	Melvin, Cathy	$328.44
294462	12/26/2018	Moss, Jim	$550.00
294463	12/26/2018	Nan McKay & Associates, Inc.	$199.00
294464	12/26/2018	Norchem Drug Testing	$1,152.00
294465	12/26/2018	Norchem Drug Testing Laboratory & Cordant Health	$411.45
294466	12/26/2018	Norment Security Group, Inc.	$4,125.23
294467	12/26/2018	North Country HealthCare, Inc.	$30.00
294468	12/26/2018	Old Main Storage	$90.59
294470	12/28/2018	AMERICAN FAMILY LIFE ASSURANCE COMPANY	$5,179.59
294471	12/28/2018	ARIZONA DEPARTMENT OF REVENUE	$230.52
294472	12/28/2018	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	$223,427.26
294473	12/28/2018	ARIZONA STATE RETIREMENT SYSTEM	$164,166.71
294474	12/28/2018	AZCOPS	$27.00
294475	12/28/2018	COLONIAL SUPPLEMENTAL INSURANCE	$6,146.42
294476	12/28/2018	DEBT MANAGEMENT SERVICES	$103.26
294477	12/28/2018	ELECTED OFFICIALS RETIREMENT PLAN	$5,140.54
294478	12/28/2018	FRATERNAL ORDER OF POLICE	$118.08
294479	12/28/2018	GILSBAR FSA	$948.83
294480	12/28/2018	GILSBAR HSA	$2,246.52
294481	12/28/2018	JP MORGAN CHASE DOR	$27,399.21
294482	12/28/2018	JP MORGAN CHASE FEDERAL TAX	$71,560.70
294483	12/28/2018	JP MORGAN CHASE FICA EE	$57,384.85
294484	12/28/2018	JP MORGAN CHASE FICA ER	$57,384.85
294485	12/28/2018	JP MORGAN CHASE MEDICARE EE	$13,620.86
294486	12/28/2018	JP MORGAN CHASE MEDICARE ER	$13,620.85
294487	12/28/2018	METLIFE	$340.00
294488	12/28/2018	MODERN WOODMEN OF AMERICA	$7.17
294489	12/28/2018	NATIONWIDE RETIREMENT SOLUTIONS	$5,384.50
294490	12/28/2018	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	$367.50
294491	12/28/2018	PIONEER CREDIT RECOVERY, INC.	$146.25
294492	12/28/2018	SECURITY BENEFIT GROUP	$1,380.00
294493	12/28/2018	SUPPORT PAYMENT CLEARINGHOUSE	$1,703.78
294494	12/28/2018	THUNDERBIRD COLLECTION SPEC INC	$143.12
294495	12/28/2018	WADDELL & REED	$809.50

294496	12/27/2018	France , John, R	$746.80
294497	12/27/2018	Credit Card Revolving Fund	$3,802.16
294498	12/27/2018	Afflilion of Cobre Valley PLLC	$93.19
294499	12/27/2018	ALLIANT GAS LLC	$1,465.74
294500	12/27/2018	APACHE MESSENGER	$77.13
294501	12/27/2018	ARIZONA CONSTABLES ASSOCIATION	$1,440.00
294502	12/27/2018	Arizona Department of Public Safety	$67.00
294503	12/27/2018	Arizona Department of Public Safety	$67.00
294504	12/27/2018	ARIZONA PUBLIC SERVICE	$38,289.41
294505	12/27/2018	ARIZONA STATE PRISON GLOBE	$502.00
294506	12/27/2018	ARIZONA WATER COMPANY	$64.48
294507	12/27/2018	AT&T	$10.35
294508	12/27/2018	ATWELL LLC	$8,810.18
294509	12/27/2018	AXIS FORENSIC TOXICOLOGY INC	$2,325.00
294510	12/27/2018	Law Office of John S. Perlman, LLC	$770.50
294511	12/27/2018	Payson Roundup	$146.46
294512	12/27/2018	Phoenix Children's Medical Group	$1,600.00
294513	12/27/2018	Pine-Strawberry Water Improvement District	$69.33
294514	12/27/2018	PINNACLE PREVENTION	$30,000.00
294515	12/27/2018	Pitney Bowes Global Financial Services, LLC	$355.04
294516	12/27/2018	Postnet	$16.44
294517	12/27/2018	Printing By George	$839.82
294518	12/27/2018	RIVES, LARRY, LEROY	$1,168.25
294519	12/27/2018	Samaritan Veterinary Center	$529.00
294521	12/27/2018	SERVICE PLUS INC	$706.50
294522	12/27/2018	SHAW, JEAN, TURNEY	$100.00
294523	12/27/2018	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	$1,318.11
294524	12/27/2018	SOUTHERN TIRE MART LLC	$715.94
294525	12/27/2018	Southland Medical LLC	$709.40
294526	12/27/2018	SOUTHWEST GAS	$1,004.65
294527	12/27/2018	SPILLMAN TECHNOLOGIES, INC	$25,031.83
294528	12/27/2018	STANDIFIRD, BARRY	$9,582.05
294529	12/27/2018	STONE, BARBARA	$1,717.20
294530	12/27/2018	STRAWBERRY RV PARK	$250.00

294531	12/27/2018	TESSCO INC	$2,930.19
294532	12/27/2018	Tonto Natural Resource Conservation District	$5,000.00
294533	12/27/2018	Tri-City Fire District	$1,875.01
294534	12/27/2018	True, Christopher	$25.00
294535	12/27/2018	UNIFIRST CORPORATION	$154.04
294536	12/27/2018	UNITED STATES POSTAL SERVICE POSTMASTER	$1,320.00
294537	12/27/2018	Universal Police Supply Co.	$1,718.11
294538	12/27/2018	W. W. WILLIAMS	$586.30
294539	12/27/2018	Waters Sparkletts of Payson	$7.50
294540	12/27/2018	WEST PAYMENT CENTER	$2,743.45
294541	12/27/2018	Westwood Pharmacy	$3,891.40
294542	12/28/2018	Benedetto, Malinda	$151.75
294543	12/28/2018	Bernays, Michael, B	$7,673.00
294544	12/28/2018	Buzan, Scott, L	$527.99
294545	12/28/2018	CenturyLink	$459.27
294546	12/28/2018	Earth Mover Tire Sales, Inc.	$632.05
294547	12/28/2018	Fabok, Glinda, S	$635.50
294548	12/28/2018	Housing Authority Services	$760.00
294549	12/28/2018	JaLin Enterprises Inc.	$661.60
294550	12/28/2018	Laboratory Corporation of America	$926.91
294551	12/28/2018	CORP - AOC	$17,772.49
294552	12/28/2018	CORP - AOC	$17,807.73
294553	12/28/2018	CORP - DISPATCHER	$3,229.53
294554	12/28/2018	CORP - DISPATCHER	$3,229.53
294555	12/28/2018	CORRECTIONS OFFICER RETIREMENT PLAN	$17,153.18
294556	12/28/2018	CORRECTIONS OFFICER RETIREMENT PLAN	$17,264.36
294557	12/28/2018	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT	$18.72
294558	12/28/2018	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT	$18.72
294559	12/28/2018	ELECTED OFFICIALS RETIREMENT PLAN	$18,282.80
294560	12/28/2018	ELECTED OFFICIALS RETIREMENT PLAN	$18,282.80
294561	12/28/2018	EORP LEGACY	$6,974.88
294562	12/28/2018	EORP LEGACY	$6,974.88
294563	12/28/2018	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$57,211.16
294564	12/28/2018	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$56,545.27

*****Gila County*****

Payment Register

From Payment Date: 12/1/2018 - To Payment Date: 12/31/2018

Type Check Totals:	$5,395,652.71

*****Gila County*****

Payment Register

From Payment Date: 12/1/2018 - To Payment Date: 12/31/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
Check							
294016	12/03/2018	Voided	Other Void	12/17/2018	Accounts Payable	Janice A Brede	$300.00
294051	12/03/2018	Voided	Wrong Address	12/04/2018	Accounts Payable	State of Arizona	$1,515.00
294184	12/13/2018	Voided	Ach Direct Deposit	12/13/2018	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	$635,858.75
294214	12/13/2018	Voided/Reissued	LOST	12/19/2018	Accounts Payable	HOLMES, JOHNNY, H	$62.50
294256	12/17/2018	Voided/Reissued	LOST	12/27/2018	Accounts Payable	France , John, R	$746.80
294469	12/27/2018	Voided	Ach Direct Deposit	12/27/2018	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	$622,525.51
294520	12/27/2018	Voided	Other Void	01/04/2019	Accounts Payable	SCALES, GABRIEL, A	$210.37
Type Check Totals:					7 Transactions		$1,261,218.93
JP Morgan AP - JP Morgan Accounts Payable Totals							

ARF-5277 **Consent Agenda Item 3. F.**

Regular BOS Meeting

Meeting Date: 01/22/2019

Reporting Period: Report for County Manager Approved Contracts Under $50,000 for Month of December 2018

Submitted For: Mary Springer, Finance Director

Submitted By: Stacey Espinoza, Administrative Assistant

Information

Subject

Report for County Manager Approved Contracts Under $50,000 for the month of December, 2018.

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the month of December 2018.

Attachments

Under $50K Report for December

HOV Services Agreement

McSpadden103018

Contract Agreement Star Valley Tower 20' Extension

Professional Service Agreement No. 091318

Professional Services Contract No. 110318 with Kenney Aerial Mapping, Inc.

Lease Agreement with Kansas State Bank

Professional Services Contract No. 110818 with Acceleron Recovery Group

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

December 01, 2018 to December 31, 2018

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
2	HOV Services	Support & Maintenance Agreement 42123CONSVER Recorder's Office	$916.00	01-18-19 to 01-17-20	12-06-18	Option to Renew	Support and maintenance agreement for the Minolta RP603Z Microfilm Reader Printer, and Minolta FCS Fiche Carrier. A microfilm reader for the Recorder's Office.
3	McSpadden Ford	Informal Bid Request No. 103018 Purchase One New Ford Escape 4 Door 4x4 Assessor's Office	$27,504.15	Upon County receipt of vehicle	12-14-18	Expires	An Informal Bid Request was sent out to obtain competitive pricing for one New Ford Escape 4 Door 4x4 to be assigned to Assessor's Office.
4	ADW Communications	Using Cooperative Purchasing Agreement with the NJPA Contract ADSP015-097098 Star Valley Tower 20' Extension Installation	$24,232.29	12-06-18 to 01-05-19	12-06-18	Expires	Original tower was 40 feet and I.T. wanted to use it so we are adding another 20 feet to reach Payson.

December 01, 2018 to December 31, 2018

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
5	Community Bridges	Professional Service Agreement No. 091318 Pre-Petition and Court Ordered Evaluation Services	$5,000.00	12-15-18 to 12-14-19	12-15-18	Option to Renew	Provide services for pre-petition screenings and other behavioral health evaluation and care.
6	Kenney Aerial Mapping, Inc.	Professional Services Contract No. 110618	$6,295.00	12-20-18 to 12-19-19	12-20-18	Expires	This contract will allow the County to acquire aerial mapping of the County and College property.
7	Kansas State Bank of Manhattan	Financing for Gila County, Arizona for Health Department Bizhub C558 Copier Mohave Contract 15M-KMBS-0128	$10,147.80	12-20-18 to 12-19-23	12-20-18	Expires	Purchase of new copier for Gila County Health Department.
8	Acceleron Recovery Group Inc.	Professional Services Contract No. 110818 Collection Agency Services	15% of collected fees	12-20-18 to 12-19-19	12-20-18	Option to Renew	Obtain the services of a collection agency to assist with the collection of unpaid fines awarded to Gila County Community Development Division, Floodplain Department, and Animal Control Department by the Gila County Hearing Officer.

EXECUTIVE SUMMARY FORM

Contract Name: Support & Maintenance Agreement **Contract No.:** 42123CONSVR

Statement of Purpose and Need (3-5 Sentences)
Support and maintenance agreement for the Minolta RP603Z Microfilm Reader Printer, and Minolta FC5 Fiche Carrier. A microfilm reader for the Recorder's Office.

Contract End Date: 01-18-19 to 01-17-20 **Renewal Option:** ☒ Yes ☐ No

Maximum Dollar Limit: $916.00

Contract Information

Firm Name: HOV Services **Contact Person:** Amy Raines

Address: 9659 N. Sam Houston Parkway East, Ste 150 **Phone No:** 713-957-4858

City: Houston **State:** TX **Fax:** 713-957-4858 **Email:** Amy.raines@sourcehov.com

Fund: General/Fund/Recorder/Professional Services Other

Fund Code: 1005.120.4210.99

Type of Funds:
☐ Restricted
☐ Grant
☒ General Fund
☐ Other

Date Sent for Legal Review: _____ **Date Returned:** _____

Special Notes:
Does not require CA signature if renewing. The language was already approved in original agreement.

exela TECHNOLOGIES
HOV Services, Inc., an Exela Technologies Company

Support and Maintenance Agreement

11/21/2018

Customer: Gila County Recorder

Installation Location

GILA COUNTY
GILA COUNTY RECORDER
1400 E. ASH STREET
GLOBE, AZ 85501

SADIE JO BINGHAM 928 402 8740

Description

Agreement #:	42123CONSVR
Type:	Premium Hardware
Amount:	$916.00
Effective:	1/18/2019 through 1/17/2020
Payment Terms:	Annual

Amount shown does not include applicable taxes
See attached Terms and Conditions on page 2

Covered Components

Description	Tag #	Serial #
MINOLTA RP603Z MICROFILM READER PRINTER	10614-18040	31011017
MINOLTA FC5 FICHE CARRIER		6119679

Covered Services

On-Site Support/Labor
Parts
Phone Support

Unlimited Service Calls Allowed
Includes 1 Scheduled Preventive Maintenance Call(s)

Notes or Considerations

THIS CONTRACT IS SUBJECT TO THE CANCELLATION PROVISIONS OF A.R.S. 38-511
Attachment "A" by mention made a binding part of this agreement.

Service Location: 18040

Customer Code: CUS01168

Your Purchase Order Number: TBD

P.O. Date:

Signature: James Menlove

Date: 12-6-18

Printed Name: James Menlove

Title: County Manager

Please sign, date and return a copy of this Support and Maintenance Agreement Renewal along with your Purchase Order to the address or fax number below. You will then be invoiced for the amount shown plus any applicable taxes.

By signing this Support and Maintenance Agreement or use of the services described above Customer agrees to the Terms and Conditions listed on page 2 attached hereto.

RETURN TO

HOV Services - Service Administration
9659 N. Sam Houston Parkway East, Suite 150, Box # 170
Humble, TX 77396
Fax: 713-957-4858

Signature: Amy Raines

Authorized HOV Services Representative

Date: 01/18/2019

exela TECHNOLOGIES

HOV Services, Inc., an Exela Technologies Company

Support and Maintenance Agreement

Terms and Conditions

1. HOV Services, Inc. will provide the customer ("Customer") listed on page one of this Support and Maintenance Agreement ("Agreement") technical support and maintenance services for the covered components (described on page one of this Agreement) subject to the terms and conditions described herein. This Agreement shall cover: support and maintenance service calls requested by Customer except for those specified herein; all labor charges except for those specifically mentioned herein; and parts except for those specifically mentioned herein. HOV Services, Inc. will take prompt corrective action via one or more means specified on page one under covered services deemed necessary to make the covered components perform in accordance with published and documented specifications. Technical support and maintenance is provided during normal business hours Monday through Friday 8:00 AM through 5:00 PM with the exception of HOV Services, Inc. and Customer observed holidays, unless otherwise specified on page one under covered services.

2. HOV Services, Inc. shall diagnose and repair problems relative to the covered components. Customer shall promptly inform HOV Services, Inc. of any problems arising from the use of these components. The disposition of diagnosed and/or reported problems concerning their severity and scheduling for repair, shall be the decision of Customer and HOV Services, Inc.. HOV Services, Inc. shall perform routine preventative maintenance to the covered components on a periodic basis spaced equally throughout the term of this Agreement as identified in the covered services section on page one of this Agreement according to the manufacturer's specifications, and the Customer's usage requirements. This Agreement may also be limited to the number of on-site service calls performed during the term of the Agreement as specified in the covered services section on page one. HOV Services, Inc. shall provide support and maintenance to Customer on a timely basis and in a professional manner.

3. Special Conditions for Service Agreements Covering Equipment and Hardware

3.1 This Agreement does not cover any supply items such as: Starter Toner (developer), Toner, Glass Flats, Glass Cylinders, Paper, Fuser Oil, Bulbs, Ammonia, or any other supply item. HOV Services, Inc. will not be responsible for installing such items or damages incurred by not installing such items as required.

3.2 Standard Hardware Support and Maintenance Agreement. HOV Services, Inc. will provide maintenance according to these terms and conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Consumable items such as: PC Drums, Developer Units, Fuser Rollers, Fuser Units, Imaging Units, Separator pads, pick /feed rollers, or any other part identified by the manufacturer as consumable items shall be replaced by HOV Services, Inc. at the manufacturer's recommended intervals or as needed, and invoiced to Customer at current HOV Services, Inc. pricing.

Premium Hardware Support and Maintenance Agreement. HOV Services, Inc. will provide maintenance according to these terms and conditions providing all labor, parts, and consumable items.

4. Special Conditions Service Agreements Covering Computer Systems and Software

4.1 HOV Services, Inc. will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the covered components listed on page one. Customer is responsible to provide such means of remote connections to the system.

4.2 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and or supported by HOV Services, Inc. software or data recovery necessitated due to Customer's failure to faithfully adhere to backup procedures, failure to maintain or and update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.

4.3 HOV Services, Inc. shall not be responsible for failure to provide maintenance service because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services, Inc. actions necessitated by and through the above will be undertaken by HOV Services, Inc. only on the Customer's approval of estimated additional charges and the Customer's agreement to pay the actual charges incurred.

4.4 Premium System Support and Maintenance Agreement. HOV Services, Inc. will make available to the Customer all application software revisions and associated documentation as they become available from the manufacturer, provided the Customer is using the most recent or current release of the software prior to the effective date of this Agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.

5. Special Conditions for Service Agreements Covering Wicks and Wilson Scanners

5.1 HOV Services, Inc. will provide maintenance according to these terms and conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Parts identified by the manufacturer as consumable items shall be replaced by HOV Services, Inc. at the manufacturer's recommended intervals or as needed, and invoiced to Customer at current HOV Services, Inc. pricing. Supplies are not covered under this Agreement.

5.2 Unless otherwise noted in the "Notes or Considerations" section on the first page of this Agreement, HOV Services, Inc. will make available to Customer, all application software revisions and associated documentation as they become available from the manufacturer, provided Customer is using the most recent or current release of the software prior to the effective date of this Agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.

5.3 HOV Services, Inc. will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the System. HOV Services, Inc. shall also provide telephone support on operational and procedural functions of the application software to Customer. Customer is responsible to provide such means of remote connections to the system.

5.4 This Agreement only covers travel expenses for Scheduled Preventive Maintenance visits. All travel expense for non-scheduled emergency services will be billed upon completion of repair.

5.5 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and or supported by HOV Services, Inc. software or data recovery necessitated due to Customer's failure to adhere to backup procedures, failure to maintain and/or update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.

5.6 HOV Services, Inc. shall not be responsible for failure to provide maintenance services because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services, Inc. actions necessitated by and through the above will be undertaken by HOV Services, Inc. only on the Customer's approval of estimated additional charges and the Customer's agreement to pay the actual charges incurred.

6. This Agreement does not cover service, parts, components or repairs due to misuse, abuse, neglect, vandalism, mishandling, accident, fire, water, unstable electrical source or other casualty, repairs or service by non- HOV Services, Inc. personnel; parts, components or attachments not supplied by HOV Services, Inc.; or use of supplies, parts, or components not meeting HOV Services, Inc.'s and manufacturer's specifications.

7. This Agreement shall be in effect for the term listed next to "Effective" and "Expiration" dates on page one of this Agreement. Prior to, or upon expiration of this Agreement, Customer shall be notified of the expiration of this Agreement and offered a renewal agreement for a similar time period. Customer must respond to this renewal notice within 15 business days to prevent a lapse in maintenance coverage. HOV Services, Inc. may cancel this Agreement within 30 days of written notice for the following reasons: (1) if the equipment or covered components are moved from the location specified on page one ; (2) if the equipment or covered components are sold, leased, or transferred to another party; (3) if the equipment or covered components are operated by any party not authorized by Customer; or (4) any misuse or excessive use of the covered components that is not recommended by HOV Services, Inc. or the manufacturer. This Agreement is based upon the equipment and covered components being operated as designed and for its intended purpose.

8. Payment for the services under this Agreement shall be made in accordance with the accompanying invoice. If payment is not made in accordance with the terms of the invoice, a finance charge equal to the maximum allowable rate by law shall be assessed. Customer shall be invoiced for and agree to pay HOV Services, Inc. any labor or other expenses required for diagnosis, repair, and/or assistance, which is not specified in the Agreement. Customer shall be invoiced for and agree to pay HOV Services, Inc. any additional amount for devices, upgrades, special programs, and services other than those provided to Customer by HOV Services, Inc. under this Agreement. The amount of the maintenance charges under this Agreement are subject to any applicable tax, or user fee assessed by any federal, state, or local authority. All prices and rates contained in this Agreement are subject to an annual cost of living adjustment beginning in the thirteenth (13th) month after the service commencement date. Thereafter, adjustments shall not occur more than once in a twelve (12)-month period. The amount of any such increase will not exceed the lower of (a) five percent (5%), or (b) the percentage increase in the ECI during the past twelve (12) months. "ECI" shall mean Table 5 of the Employment Cost Index for Total Compensation (not seasonally adjusted), Production, Excluding Incentive Paid Occupations, December 2005 = 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics. No adjustment will be made to prices and rates in the event of a reduction in the ECI index. All price increases will become effective sixty (60) days after Company delivers written notice thereof to Client. At the end of the contract period, HOV Services, Inc. may change prices, terms and conditions for the new contract period due to unforeseen market changes, availability of parts, etc.. Customer shall receive a minimum of 30 days written notice for the renewal of this Agreement. Should any lapse of maintenance coverage occur, HOV Services, Inc. reserves the right to invoice Customer for any time the components were not covered under this Agreement.

9. Each party shall use at least the same standard of care in the protection of Confidential Information of the other party as it uses to protect its own confidential or proprietary information provided that such Confidential Information shall be protected in at least a reasonable manner. For purposes of this Agreement, "Confidential Information" means all confidential or proprietary information and documentation of either party, including the terms of this Agreement. Each party shall use the Confidential Information of the other party only in connection with the purposes of this Agreement, and shall not disclose such Confidential Information except to its employees, subcontractors, or agents who have a "need to know" with respect to such purpose. Each party shall advise its respective employees, subcontractors, or agents of such party's obligations under this Agreement. In the event of the expiration or termination of this Agreement all Confidential Information of a party disclosed to, and all copies thereof made by, the other party shall be returned to the disclosing party or, at the disclosing party's option, erased or destroyed. Confidential Information shall not include information that is: (i) developed by the other party independently as shown by its written business records regularly kept, (ii) rightfully obtained by the other party without restriction from a third party, (iii) publicly available other than through the fault or negligence of the other party, (iv) released by the disclosing party without restriction to anyone, or (v) required to be disclosed by applicable law, or by order or request of any court or government agency, provided that the receiving party, if lawfully permitted to do so, shall promptly give notice to the disclosing party; shall cooperate with the disclosing party in challenging the right to such access; and shall only provide such information as is required by law, such order or a final, non-appealable ruling of a court of proper jurisdiction.

10. EXCEPT AS PROVIDED HEREIN, IN NO EVENT WILL HOV SERVOCES, INC.'S LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO, IN WHOLE OR IN PART, THIS AGREEMENT, OR ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT OR OTHERWISE, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EXCEED IN THE AGGREGATE THE AMOUNT PAID BY CUSTOMER TO HOV SERVICES, INC. UNDER THIS AGREEMENT FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT FOR WHICH DAMAGES ARE CLAIMED. UNDER NO CIRCUMSTANCES WHATSOEVER WILL HOV SERVICES, INC. BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSSES RESULTING FROM BUSINESS INTERRUPTION OR LOSS OF DATA, EVEN IF HOV SERVICES, INC. HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT. ANY CLAIMS RELATING TO THIS AGREEMENT SHALL BE BROUGHT WITHIN 1 YEAR AFTER THE PARTY ASSERTING THE CLAIM KNEW, OR REASONABLY SHOULD HAVE KNOWN, OF THE EXISTENCE OF THE CLAIM. This Agreement constitutes the entire agreement between HOV Services, Inc. and Customer. No amendment or waiver of the terms of this Agreement may be made except by a written agreement signed by both parties. The laws of the State of Texas will govern this Agreement.

exela
TECHNOLOGIES
HOV Services, Inc., an Exela Technologies Company

Support and Maintenance Agreement

November 21, 2018

GILA COUNTY
RECORDER
1400 E ASH STREET
GLOBE, AZ 85501
Attn: SADIE JO BINGHAM

** Notice of Renewal **

Dear HOV Services Customer,

It is that time of year to remind you that the Support and Maintenance Agreement for your document imaging / management products is due to expire on **January 17, 2019**. In order for these products to sustain a high level of quality performance and utilization for your organization, we strongly recommend that you renew this agreement for an additional term to avoid a lapse in support coverage.

Please sign the enclosed agreement and provide your purchase order number and return to our Service Administration Department at the address below. Once we recieve the signed agreement, you will be invoiced for the amount shown on the contract, plus any applicable tax.

We hope that the performance of these products and HOV Services's support has met your expectations, and as always, we appreciate your business.

If you have any questions or comments, feel free to call me Monday through Friday 9:00AM to 5:00PM.

Sincerely,

Charnita Pradia
HOV Services, Inc. Service Administration
9659 N. Sam Houston Parkway East, Suite 150, Box # 170
Humble, TX 77396
1-800-899-4863

EXECUTIVE SUMMARY

Contract Name: Purchase One (1) New Ford Escape 4 Door 4x4 **Contract No.:** 103018

Statement of Purpose and Need: An Informal Bid Request was sent out to obtain competitive pricing for one new **One (1) New Ford Escape 4 Door 4x4 to be assigned to Assessor's Office.**

Contract End Date: Upon County receipt of vehicle **Renewal Option:** ☐ Yes ☒ No

Maximum Dollar Limit: $27,504.15

Contract Information

Firm Name: McSpadden Ford Lisa Wielenge

Address: 601 N. Broad **Phone No:** 928-425-4491

City: Globe **State:** AZ **Fax:** _____ **Email:** _____

Fund: Capital Improvements/Public Works/Vehicle Purchase CIP/Capital Outlay Vehicles $5000 & Over

Fund Code: 1007.341.936.4500.50

Type of Funds:
- ☐ Restricted
- ☐ Grant
- ☐ General Fund
- ☐ Other

Date Sent for Legal Review: _____ **Date Returned:** _____

Special Notes: Does not need CA approval. This Bid Form Request for vehicles has previously been approved by Bryan Chambers.

GILA COUNTY

Tommie C. Martin, District I Supervisor
Tim Humphry, District II Supervisor
Woody Cline, District III Supervisor

James Menlove, County Manager

INFORMAL BID REQUEST NO. 103018
One (1) New Ford Escape 4 Door 4x4

It is the intent of Gila County to purchase **"One (1) New Ford Escape 4 Door 4x4"** as specified.

Minimum Specifications are located on page 2 - Cost Summary Sheet. **Spec Sheet must accompany Proposal.**

Sealed competitive informal bid requests for the material or services as specified will be received by Gila County until the time and date cited. The proposals will be publicly opened and read aloud thereafter in the Finance Departments Copper Conference Room or other site which may be designated. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered. The prevailing clock shall be the atomic clock in the reception area of the Copper building.

BID SUBMITTAL DUE DATE: 11:30 AM/MST (AZ Local Time), Wednesday, November 14, 2019.

Please submit the **Bid Cost Summary** and the **Proposal Signature Page** in a sealed envelope: The words "**Informal Bid Request**" with Bid Title "**One (1) New Ford Escape 4 Door 4x4**", Bid No. "**103018**", date "November 14, 2019", and time "**11:30 AM/MST**", shall be written on the envelope.

Bid proposals may be mailed or hand delivered to:

MAIL ADDRESS:	DELIVERY ADDRESS:
GILA COUNTY FINANCE DEPARTMENT	GILA COUNTY FINANCE
COPPER BUILDING	COPPER BUILDING
1400 EAST ASH STREET	1350 E. MONROE
GLOBE, ARIZONA 85501	GLOBE, AZ 85501

Proposals shall be considered irregular for the following reasons: 1. If there are irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous; **2.** If the proposal contains unit prices that are obviously unbalanced.

Proposal results will be available to those in attendance at opening. Results will not be made available again until after award.

Questions regarding the technical aspects of this request should be directed to Mr. Glen Farnham, Auto Equipment Fleet Supervisor, Ph #928-402-5305.

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

PRICE SHEET

Complete and Return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vehicle Year, Make, & Model:

MINIMUM SPECIFICATIONS One (1) New Ford Escape 4 Door 4x4	MEETS MINIIMUM SPECIFICATIONS	
Exterior: Any Color	X	
Interior: Charcoal or Light Color Cloth Seats	X	
Cruise Control – Tilt Steering Wheel	X	
Power Features: Door Locks; Steering; Windows; Driver Seat; Mirrors	X	
Trailer Towing Package w/Receiver Hitch, to Include Engine & Transmission Oil Coolers, Brake Controller, etc.	X	
Factory Solar Tinted Windows	X	
Remote Keyless Entry/5 Entry & Ignition Keys/FOB Sets	X	
Gas Engine: 4 Cylinder Turbo Charged or V-6	X	
5 Full Size Lt (6 Ply) All Season On/Off Road Tires		X
Air Conditioning & Heat	X	
AM/FM (CD) Radio w/Hands Free Cell Phone Capability	X	
Automatic Transmission	X	
Backup Camera System	X	
Four Wheel Drive	X	
Locking Differential or Equivalent		X
Skid Plate Package		X
130 Amp Alternator	X	
Safe & Smart Package(lane keeping, adapt. cruise and blind spot)	X	
SUB – TOTAL AMOUNT	$ 25256.34	
OTHER COSTS	$	
SALES TAX	$ 2247.81	
TOTAL AMOUNT OF DELIVERED VEHICLE	$ 27504.15	

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

Date of Delivery: by February 15, 2019

Vendor Name & Phone Number: McSpadden Ford 928-425-4491

PROPOSAL SIGNATURE

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

PRICE BEING QUOTED: $ 27504.15 **CONTRACT NO.: 103018**

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

Vendor Submitting Proposal:

McSpadden Ford, Inc.
Company Name

Kim McSpadden
Signature of Authorized Individual

601 N. Broad St.
Address

Kim McSpadden
Print Name

Globe Az 85501
City State Zip

Owner
Title

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

For clarification of this offer, contact: Name: Lisa Wielenga Phone #: 928-425-4491

The offer is hereby accepted James Menlove 12.14.18
James Menlove, County Manager Date

The Vendor is now bound to provide the material or service listed in IBR No.: 103018, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/Public Entity.

The vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives a Notice to Proceed from the County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of Gila County procurement policy. A copy of the policy is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

CNGP530 VEHICLE ORDER CONFIRMATION 11/13/18 12:08:33
==> Dealer: F56481

2019 ESCAPE Page: 1 of 1

Order No: 1111 Priority: B4 Ord FIN: QA521 Order Type: 5B Price Level: 920
Ord Code: 200A Cust/Flt Name: GILA COUNTY PO Number:

		RETAIL			RETAIL
U9G	SE 4WD	$28000	60S	REV SENSING SYS	$245
	.105.9" WB			17" SPRKL WHLS	
J7	MAGNETIC MET			SP DLR ACCT ADJ	
K	CLOTH BUCKETS			SP FLT ACCT CR	
B	CHARCOAL BLACK			FUEL CHARGE	
200A	EQUIP GRP		B4A	NET INV FLT OPT	NC
999	2.0L ECO ENGINE	1495		PRICED DORA	NC
446	.6-SPD AUTOTRANS	NC		DEST AND DELIV	995
	235/55R17 A/S		TOTAL	BASE AND OPTIONS	32225
17G	U9G02	995	TOTAL		32225
66T	SAFE/SMART PKG	NC	THIS IS NOT AN INVOICE*		
	.LANE-KEEP SYST				
	.ADAPT CRUISE				
	.BLIS				
536	2.0L TRLR TOW	495			

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library
S099 - PRESS F4 TO SUBMIT QC05973

EXECUTIVE SUMMARY FORM

Contract Name: Star Valley Tower 20' Extension Installation **Contract No.:** State Contract No. ADSPO15-097098

Statement of Purpose and Need (3-5 Sentences) Original tower was 40 feet and I.T. wanted to use it so we are adding another 20 feet to reach Payson.

Renewal Option: ☐ Yes ☒ No

Contract End Date: 30 days after signature

Maximum Dollar Limit: $24,232.29

Contract Information

Firm Name: ADW Communications **Contact Person:** Larry Zak

Address: 14350 N. 87th ST., Ste 145 **Phone No:** 480-292-6820

City: Scottsdale **State:** IL **Fax:** _____ **Email:** _____

Fund: General Fund/Computer Services/Capital Outlay Communications $5000 & over
Public Works/PW/ Consolidated Roads/ Non-specified/Capital Outlay Communications $5000 & over

Fund Code: 1005.207.4500.36
6500.341.510.000.4500.36

Type of Funds:
☐ Restricted
☐ Grant
☐ General Fund
☐ Other

Date Sent for Legal Review: _____ **Date Returned:** _____

Special Notes:
Does not require CA approval. Language has previously been approved by Bryan Chambers.

CONTRACT AGREEMENT FORM

Contract Name: Star Valley Tower 20' Extension Installation **Contract No.:** ADSPO15-097098

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize ADW Communications for the Star Valley Tower 20' Extension Installation. All Documents executed by the State of Arizona on Contract No. ADSPO15-097098, apply to this procurement between Gila County and ADW Communications.

Scope of Work: Refer to Exhibit "A" by mention made a binding part of this agreement as set forth herein.

Immigration Clause: Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214 (A). If Contractor uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and § 23-214 (A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Gila County retains the legal right to inspect the papers of Contractor and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

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.

WARRANTY: See SECTION 5, Uniform Terms and Conditions-Warranties 7.2 Quality, of the **State** of Arizona Contract No. ADSPO15-097098.

Renewal Option: ☐ **Yes** ☒ **No**

Contract End Date: 30 days after signature

Maximum Dollar Limit: $24,232.29

Contract Information

Firm Name: ADW Communications **Contact Person:** Larry Zak

Address: 14350 N. 87th St., Ste 145 **Phone No:** 480-291-6820

City: Scottsdale **State:** AZ **Fax:** _____ **Email:** _____

Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative, for Cooperative Purchasing. By using the State of Arizona, Procurement Office Contract with ADW Communications, it will save the county in both time and money for a rate that has already been established in the State of Arizona Procure bidding process.

Authorization to use a Cooperative Purchasing Agreement with the National Joint Powers Alliance Cooperative, Contract No. ADSPO17-174291-ez, for Statewide General Contractor approved this 6th day of December. 2018.

GILA COUNTY MANAGER

James Menlove

Project:	Gila County
Date:	11/19/2018
Prepared by:	Larry Zak

Site Name	**Star Valley Tower**	
Mob/Demob/Travel/ Per diem	$	3,393.67
60' Waveguide ladder	$	639.07
60' Safety Climb & Climbing ladder	$	1,597.67
Misc material/Grounding	$	1,129.43
Ice Bridge	$	1,167.53
Mounts	$	1,990.94
Labor	$	10,699.33
Crane rental	$	3,614.64

Grand Total $ 24,232.29

Scope of Work

Grout Tower legs
Install new Tower Bus Bar and tie into ground ring
install new 60' cable climb
install 40'-60' tower section
Provide and install new cable ladder
Provide and install new ice bridge from tower to conex
Provide and install (2) MW Mounts
Provide and install (2) 24" standoffs for antennas
Provide and install new MGB (Main Ground Buss Bar)
Provide and install new EGB (Exterior ground buss bar)
Provide and install new lightning rod
Ground building to ground ring
Full tower check

State Contract # ADPS15-097098

EXECUTIVE SUMMARY FORM

Contract Name: Pre-Petition Screening and Court Ordered Evaluation Services **Contract No.:** 091318

Statement of Purpose and Need (3-5 Sentences) Provide services for pre-petition screenings and other behavioral health evaluation and care.

Contract End Date: One year from signature

Renewal Option: ☒ Yes ☐ No

Maximum Dollar Limit: $5,000.00

Contract Information

Firm Name: Community Bridges, Inc. **Contact Person:** Scott Hatlen

Address: 1855 W. Baseline Rd. Ste 101 **Phone No:** 480-254-4241

City: Mesa, **State:** AZ **Fax:** **Email:** shatlen@cbridges.com

Fund: General Fund/Finance/General Administration/Professional services Psychological services.

Fund Code: 1005.201.140.4210.51

Type of Funds: ☐ Restricted ☐ Grant ☐ General Fund ☐ Other

Date Sent for Legal Review: **Date Returned:**

Special Notes:
Does not require CA approval. Language has previously been approved by Bryan Chambers.

PROFESSIONAL SERVICE AGREEMENT NO. 091318
COMMUNITY BRIDGES, INC.
PRE-PETITION SCREENING AND COURT ORDERED EVALUATION SERVICES

THIS AGREEMENT, made and entered into this 15th day of December, **2018**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Community Bridges, Inc., , 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: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

The Contractor agrees to provide Pre-Petition Screenings and Court-Ordered Evaluation Services. The services shall be provided on an "as needed" basis as requested by Gila County

The Contractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations. If at any time during the term of the contract the Contractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

Duties/Responsibilities
Gila County Jail-CBI Psych Practitioner Services

Reports and Records
The Contractor is familiar with all record-retention and confidentiality requirements set forth in Arizona State Legislature Title 35 and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.

Non-Assignment
The Contractor shall not assign any right or interest in this agreement without Gila County's prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the County's prior written approval shall be void.

Independent Contractor
In providing services hereunder, the Contractor is an independent contractor and shall not be deemed an employee of Gila County and shall not be entitled to any benefits provided to Gila County employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor.

ARTICLE 2 - FEES: As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the Contractor a fee of:

Gila County Jail-CBI Psych Practitioner Services

Psych Practitioner appointment cost:

- Full Psych Evaluation- $275.00 per patient
- Follow Up Psych Evaluation- $149.61 per patient encounter

Gila County-Court Ordered Evaluation Services

Psych Practitioner appointment cost:

- $900.00 per day for inpatient services
- $150.00 for each of two mandatory psych evaluations for COE services

The RBHA for Gila County (HCIC) currently pays for crisis intervention and pre-petition screening through Community Bridges mobile teams at a rate of $125.00 per 15 minutes. This service is **not** to be billed to Gila County.

Any alteration to the arrangement of fees resulting in a change in cost must have prior written approval by the County.

At the end of the first month this agreement is in effect and at the end of each month thereafter, the Contractor will submit to the County an invoice detailing the month's charges.

ARTICLE 3 - TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the termination date.

ARTICLE 4 - INDEMNIFICATION CLAUSE: To the fullest extent allowed by the law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omission in the performance of this agreement.

The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee's shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this agreement (including those by any person whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

ARTICLE 5 - 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 Procurement 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 6 – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Contractor under this agreement shall be assigned. No rights or obligations of the Contractor under this agreement shall be subcontracted by the Contractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement.

The approved subcontractors shall forward copies of such to the County and shall retain originals on file.

ARTICLE 7 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

ARTICLE 8 - 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 9 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 10 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE 11 – TERM: The term of the contract shall commence 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, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for three (3) additional one (1) year periods.

In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE 12 – PAYMENT: Contractor shall be paid fees stated in Article 2 of this agreement, but in no event, shall payment exceed **$5,000.00** for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the Accounts Payable Department receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions and they apply to all invoices received by the County.

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.

Invoices
All payment demands shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

James Menlove, County Manager

Date: 12-15-18

COMMUNITY BRIDGES, INC.

Signature

DR FRANK SCARPATI
Print Name

CBI
COMMUNITY BRIDGES, INC.
CELEBRATE BELIEVE INSPIRE

GILA COUNTY
PRE-PETITION SCREENING and COURT-ORDERED EVALUATION SERVICES
SCOPE OF WORK

1 INTRODUCTION & BACKGROUND

1.1 Introduction. Gila County has a population of 53,500 residents and covers 4,796 square miles. Located in Central Arizona it includes the Tonto Apache Reservation and parts of the Fort Apache and San Carlos Reservations. Cities and Towns in Gila County include Globe, Hayden, Miami, Payson, Star Valley and Winkelman, as well as a large number of rural unincorporated communities.

1.2 Background. The Gila County Attorney's Office is responsible for administering the court-ordered evaluation portion of Title 36, Chapter 5, Article 4 (A.R.S. § 36-520 *et. seq.*). Under A.R.S. § 36-545.06, the cost of pre-petition screening and court-ordered evaluation is a county responsibility. The Regional Behavioral Health Authority for Gila County, Steward Health Choice Arizona, subcontracts with the Crisis Response Network (CRN) for crisis response activation.

Any responsible individual may apply for a court-ordered evaluation of a person who is alleged to be, as a result of a mental disorder, a danger to self or others or a person with a persistent or acute disability or a grave disability and who is unwilling or unable to undergo a voluntary evaluation. The petition for court-ordered evaluation is transmitted to an inpatient facility.

Gila County and its contracted agencies do not have the authority to remove an American Indian involuntarily from Tribal land or to file a petition under Title 36. In these situations, Tribal Police are contacted for the safety of the tribal member.

2 CONTRACTOR RESPONSIBILITIES

2.1 General Requirements.

2.1.1 Community Bridges, Inc. (Contractor) will provide pre-petition screening services as a Crisis Mobile Team provider to Gila County residents pursuant to contract in accordance with the standards of the profession and the license requirements of the State of Arizona.

2.1.2 The Contractor will provide court-ordered evaluation services as an Inpatient provider to Gila County residents pursuant to contract in

accordance with the standards of the profession and the license requirements of the State of Arizona.

2.1.3 The Contractor must comply with all Federal, State, and local legislation, rules and regulations relating to the provision of services described herein.

2.1.4 The Contractor must comply with all applicable Gila County Department policies and procedures, including joint policies and protocols developed by and agreed to in writing between Gila County and the Contractor.

2.1.5 The Contractor shall provide Gila County with a current copy of an Arizona Department of Health Services (ADHS) license issued for each facility or location pursuant to contract and shall comply with all licensing requirements necessary for service provision.

2.1.6 The Contractor shall ensure that suspected or alleged abuse, neglect, or exploitation is reported immediately upon discovery to the proper authorities (including, yet not limited to the Department of Economic Security (DES) Adult Protective Services, DES/Division of Developmental Disabilities, Arizona Department of Child Safety, ADHS, Law Enforcement, State Board of Nursing, Arizona Medical Board, Arizona Board of Behavioral Health Examiners, Board of Osteopathic Examiners, Healthcare Integrity and Protection Data Bank).

2.1.7 The Contractor shall provide services in a manner that is sensitive to ethnic and cultural diversity with consideration for persons who have limited English proficiency or impaired communication abilities.

2.1.8 The Contractor's professional employees shall possess current and valid professional licenses or certificates.

2.2 Crisis Intervention/Pre-Petition Screening.

2.2.1 The Contractor shall provide assessment to persons who are a danger to self or others, persistently or acutely or gravely disabled and are in need of involuntary, court-ordered behavioral health treatment in accordance with A.R.S. § 36-545.06.

2.2.2 The Contractor shall provide crisis intervention/screening at the location where the person is in crisis (e.g., residence, hospital/emergency room, jail, school, or other community setting) by a one- or two-person mobile team.

2.2.2.1 The Contractor's Crisis Mobile Team (CMT) shall respond as soon as practical, but in any event not more than two hours from the time of activation unless there are extenuating circumstances.

2.2.2.2 The CMT will assess the person reported to be experiencing a mental health crisis.

2.2.2.3 The CMT shall provide a face-to-face screening/evaluation whenever possible to determine a person's need for involuntary civil commitment.

2.2.3 The Contractor shall ensure on-call CMT specialists are available 24 hours a day for crisis intervention.

2.2.4 The Contractor shall provide assistance and guidance in developing alternatives to involuntary confinement through counseling the person and, if applicable, the person's family, representative, parent, guardian, or agent.

2.2.5 The Contractor, when necessary, shall initiate the preparation of a court-ordered evaluation packet to ensure the safety of a person due to a mental health crisis when that person is unwilling or unable to participate in treatment.

2.2.5.1 The Contractor may request assistance from the Gila County Attorney pursuant to A.R.S. § 36-521:

2.2.5.1.1 In preparing the petition for court-ordered evaluation and may request the advice and judgment of the County Attorney in reaching a decision as to whether the court-ordered evaluation is justified.

2.2.5.1.2 For a review of the petition for a court-ordered evaluation when the petition alleges danger to others (A.R.S. § 36-501).

2.2.5.1.2.1 The Contractor shall consider the recommendation of the County Attorney in determining whether a court-ordered evaluation is justified when the petition alleges danger to others and shall include the recommendation with the petition when filing with the court.

2.2.5.2 The Contractor shall complete, or provide assistance to family, friends, law enforcement, or other acquaintance witnesses to complete the following documentation:

2.2.5.2.1 Application for Involuntary Evaluation (MH-100) pursuant to A.R.S. § 36-520;

2.2.5.2.2 Application for Emergency Admission (MH-104);

2.2.5.2.3 MH-Petition for Court-Ordered Evaluation (MH-105) pursuant to A.R.S. § 36-523;

2.2.5.2.4 Pre-Petition Screening Report (only required in cases where emergency admission <u>is not</u> sought and must be completed by the Contractor's screening/crisis employee who is not an applicant for the evaluation).

2.2.6 The Contractor shall identify bed availability and transmit the completed documentation to one of the Contractor's Inpatient Facilities or Gila County contracted inpatient psychiatric hospital.

2.2.6.1 Upon acceptance of admission, the Contractor shall execute and transmit a pick-up order to the appropriate law enforcement agency using the Motion to Transport document (MH-20).

2.2.7 The Contractor shall transmit a copy of the completed petition packet to the Gila County Attorney's Office.

2.3 <u>Court-Ordered Evaluation</u>.

2.3.1 The Contractor shall provide comprehensive court-ordered evaluations as follows:

2.3.1.1 Obtain prior authorization from the County prior to providing services.

2.3.1.2 Inform a detained patient of his/her rights pursuant to A.R.S. § 36-528.

2.3.1.3 Conduct on an inpatient basis, an outpatient basis, or a combination of both, and every reasonable attempt shall be made to conduct the evaluation in any language preferred by the person (A.R.S. § 36-501).

2.3.1.4 For inpatient evaluations, complete two comprehensive evaluations of the patient within 72 hours (excluding weekends and holidays) of the court's order for evaluation pursuant to A.R.S. § 36-530.

2.3.1.5 For outpatient evaluations, complete two comprehensive evaluations of the person at an arranged time and ensure that the second evaluation is completed within four business days of the first evaluation pursuant to A.R.S. § 36-530.

2.3.1.6 When a person directed by court order to appear for evaluation does not appear, or does not complete the scheduled appointments for an outpatient evaluation, notify the court and the person's guardian, if any, of the known facts and circumstances and request that the court order the person be taken into custody for evaluation on an inpatient basis.

2.3.1.7 Comprehensive Evaluation means (A.R.S. § 36-501):

2.3.1.7.1 A professional multi-disciplinary analysis that may include firsthand observations or remote observations by interactive audiovisual media and that is based on data describing the person's identity, biography and medical, psychological and social conditions carried out by a group of persons consisting of not less than the following:

2.3.1.7.1.1 Two licensed physicians who shall be qualified psychiatrists, if possible, or at least experienced in psychiatric matters, and who shall examine and report their findings independently. The person against whom a petition has been filed shall be notified that they may select one of the physicians. A psychiatric resident in a training program approved by the American Medical Association or by the American Osteopathic Association may examine the person in place of one of the psychiatrists. Psychiatric Residents must be supervised in the examination and preparation of the affidavit and testimony in court by a qualified psychiatrist appointed to

assist in the resident's training. The supervising psychiatrist must also be available for discussion with the attorneys for all parties and for court appearance and testimony if requested by the court or any of the attorneys.

2.3.1.7.1.2 Two other individuals, one of whom, if available, shall be a psychologist and in any event a behavioral health professional familiar with mental health and human services that may be available as placement alternatives appropriate for treatment.

2.3.1.7.1.3 A physical examination that is consistent with the existing standards of care and that is performed by one of the evaluating physicians or by or under the supervision of a physician who is licensed pursuant to Title 32, Chapter 13 or 17, or a registered nurse practitioner who is licensed pursuant to Title 32, Chapter 15 if the results of that examination are reviewed or augmented by one of the evaluating physicians.

2.3.2 The Contractor shall:

2.3.2.1 Maintain a case record for each patient containing all medical, psychiatric, social, physical, and psychological evaluations, care, and treatment provided.

2.3.2.2 Maintain the confidentiality of case records pursuant to A.R.S. § 36-509 Confidential Records.

2.3.2.3 Ensure staff provides care and services in a manner that is non-discriminatory and protects the dignity and rights of persons served.

2.3.2.4 Confer with the County as necessary regarding matters relative to the provision of services.

2.3.2.5 Provide a secure and protective environment that supports the physical, mental, and emotional needs and rights of persons.

2.3.3 The Contractor shall provide medical/legal documentation and testimony required by Title 36, Chapter 5 for determining a person's need for court-ordered treatment as follows:

2.3.3.1 Prepare physician affidavits, addendums, and petitions for court-ordered treatment in accordance with A.R.S. § 36-533 and any other directions or guidelines of the Gila County Superior Court.

2.3.3.2 Transmit the court-ordered treatment packets to the Gila County Attorney's Office.

2.3.3.3 Confer with Deputy Public Defenders and Deputy County Attorneys as may be necessary to coordinate activities and information for court preparation and presentation.

2.3.3.4 Prepare and transmit to the Gila County Attorney's Office and the Gila County Superior Court a medication affidavit which is a

complete record of medications and treatments the person has received during the 72 hours immediately prior to the hearing date. This affidavit shall be transmitted no later than 8:30 a.m. on the morning of the hearing.

2.3.3.5 The Contractor shall make the evaluating physicians available for testimony before the Gila County Superior Court.

3 COUNTY RESPONSIBILITIES

3.1 The Office of the County Attorney:

3.1.1 Reviews the petition packet and presents to the judge for signature or the Contractor will take the documentation signed by the County Attorney to the judge for signature.

3.1.1.1 May prepare, sign, or file the petition for court-ordered evaluation if a court has ordered the County Attorney to prepare the petition.

3.1.1.2 If a petition for court-ordered evaluation alleges danger to others (A.R.S. § 36-501) shall examine the petition presented by the Contractor and make one of the following written recommendations (A.R.S. § 36-521):

3.1.1.2.1 That a criminal investigation is warranted.

3.1.1.2.2 That the Contractor providing the pre-petition screening services file the petition.

3.1.1.2.3 That no further proceedings are warranted.

3.1.2 Signs the Motion to Transport (MH-20) and presents to the judge for signature.

3.1.3 Notifies any potential witnesses at their earliest convenience if they are to be named as a witness.

4 REPORTING REQUIREMENTS

4.1 The Contractor will provide...

EXECUTIVE SUMMARY FORM

Contract Name: Aerial Mapping in the Payson Area **Contract No.:** 110618

Statement of Purpose and Need (3-5 Sentences)
This contract will allow the County to acquire aerial mapping of the County and College property.

Contract End Date: 60 days from signature 18 Feb

Renewal Option: ☐ Yes ☒ No

Maximum Dollar Limit: $6,295.00

Contract Information

Firm Name: Kenny Aerial Mapping, Inc. **Contact Person:** John Cahoon

Address: 4008 N 15th Avenue **Phone No:** 602-258-6471

City: Phoenix **State:** AZ **Fax:** _____ **Email:** jcahoon@kam-az.com

Fund: Public Works/PW/Engineers/Non-specified/Professional Services Architectural and engineering

Fund Code: 6500.341.514.000.4210.70

Type of Funds:
☐ Restricted
☐ Grant
☐ General Fund
☐ Other

Date Sent for Legal Review: _____ **Date Returned:** _____

Special Notes:
Does not require CA approval. Language has previously been approved by Bryan Chambers.

PROFESSIONAL SERVICES CONTRACT NO. 110618

AERIAL MAPPING IN THE PAYSON AREA

ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this 20th day of December, **2018,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Kenney Aerial Mapping, Inc., 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 **Engineering Services** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Professional Services Contract 110618** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Professional Services Contract 110618** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Professional Services Contract 110618**, 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 – WARRANTY: Contractor expressly warrants that all goods or Services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or Services will conform to any statements made on the containers or labels or advertisements for such goods, or Services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or Services furnished hereunder will be merchantable and will be safe and appropriate for the purpose for which goods or Services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or Services, Contractor warrants that such goods or Services will be fit for such particular purpose. Contractor warrants that goods or Services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or Services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or Services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or Services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and Services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for Services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the Services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such Services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the Services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or Services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for 60 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed $6,295.00 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, Professional Services Contract No. 110618 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

James Menlove, County Manager

Date: 12.20.18

KENNEY AERIAL MAPPING, INC.

Signature

John Cahoon

Print Name

Statement of Qualifications for
Payson Mapping
No. 110618
Prepared for Gila County, Arizona

Prepared By
Kenney Aerial Mapping, Inc.
November 23, 2018

Kenney Aerial Mapping, Inc.

Photogrammetric Services Since 1963

John W. Cahoon, *C.P.* President, CEO

4008 North 15th Avenue
Phoenix, Arizona 85015
Phone (602) 258-6471

Stan P. Woessner Jr., Vice President. COO

871 Coronado Center Dr #200
Henderson NV 89015
Phone:(702) 260-3033

November 21, 2018

Tom Homan
Gila County
Guerrero Building
1400 E. Ash Street
Globe, Arizona 85501

Re: Payson Mapping No. 110618

Dear Mr. Homan,

Please accept this package as a reflection of our keen interest in performing aerial mapping and related surveying services for Gila County. Kenney Aerial Mapping, Inc. has been providing professional photogrammetric services since 1963. We believe over 55 years of experience working throughout the west indicates our commitment to excellence. Our primary mission is to listen to our clients and offer appropriate solutions to arrive at the best possible outcomes.

Our qualified personnel include a Certified Photogrammetrists (ASPRS) and an Arizona Registered Land Surveyor. Many public agencies are beginning to prefer the participation of both types of registrants for performing projects of this nature. Most of our staff members have decades of experience, and with four stereoplotting workstation and several more imaging and editing platforms we have a very high production capacity for geospatial and topographic mapping services.

John Cahoon, President and Certified Photogrammetrist, will be the designated point of contact for this contract. He can be reached at our office phone number - 602-258-6471 or by email at jcahoon@kam-az.com. After reviewing our Statement of Qualifications, please let me know if you have any questions. We look forward to the opportunity to work with you on this important project and ask that we be considered for the award.

Sincerely,

John W. Cahoon

John W. Cahoon, CP, President
Kenney Aerial Mapping, Inc.

Accurate, Comprehensive, Timely - *Value*

INFORMAL REQUEST FOR QUALIFICATIONS NO. 110618
PAYSON MAPPING

PROPOSAL SIGNATURE

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

Firm Submitting Proposal:

Kenney Aerial Mapping, Inc.
Company Name

John W. Cahoon
Signature of Authorized Person

4008 North 15th Avenue
Address

John Cahoon
Printed Name

Phoenix AZ 85015
City State Zip

President
Title

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

For clarification of this proposal, contact:

Name: John Cahoon Phone No.: 602-258-6471

All procurement activities conducted by Gila County are in conformance with the rules and regulations of Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse 1400 East Ash Street, Globe, AZ.

Technical Approach

Project Design and Layout

The flight and control plan have been developed using georeferenced imagery and shapefiles provided by the County. Other data to be provided by the County may include locations, coordinates and metadata for the control used for establishing the project datum, and any existing mapping to tie in to. Georeferenced flight lines are developed and provided to the flight crew, then ground control locations are selected. The final project planning maps will be submitted in advance for County approval.

Ground Control

Northstar Surveying of Payson will set and control 5 aerial targets to our specifications. They will coordinate with Gila County to establish the project datum of NAD83 (2011) Arizona State Plane East Zone and NAVD88 (Geoid 12B). They will also coordinate the field work with the County so county staff can lay out the blind check points in conjunction with the control effort.

Aerial Photography

The surveyors and the flight crew will work closely with the County to determine the ideal flight date. The photo mission will be completed with a UltracamX digital sensor. Color aerial photography will be flown in stereo at a 5cm ground sample distance. After the flight we will prepare a final flight line index that shows the flight line numbers and the photo center locations along with other relevant information to be included in the Project Report.

Aerotriangulation

There are six variables that must be resolved to achieve stereomodel orientation. These are the X,Y and Z location of the photo center and the 3 tilt axes (roll, pitch and yaw). These are captured during the flight via GPS/IMU modules.

Full Digital Analytical Aerotriangulation will be used to generate tie points and pass points, but ground control and check points are read by the operator. After the solution is achieved we will forward our blind check point values to the County for review and comment. Upon receiving approval we will add the actual field surveyed values into the solution to further refine the results. Results of Aerotriangulation will be included in the Project Report.

Digital Terrain Modeling

The DTM will consist of a very dense grid of points, (the point cloud). This digital surface model (DSM) is then processed to a bare earth model to remove vegetation and structures, then supplemented by manually digitized breaklines.

The DTM is used to create the Triangular Irregular Network (TIN) or surface file. The TIN is carefully checked again for accuracy and completeness, then one foot contours are generated as continuous, unbroken polylines.

Planimetric Features

Planimetric data is collected in much the same way as elevation data, with details being digitized point to point. In many cases the plan is collected in 3D when the feature can be used as a breakline. Roads and retaining walls are just two examples of data which serves a dual purpose. An important consideration is the level of detail required. We will digitize clearly visible planimetric features appropriate for the map scale of 1"=100'.

Digital Orthophotography

Color digital orthophotography will be developed with a .2' GSD using the mapping DTM. The imagery will be delivered per County specifications as one overall file in uncompressed tif and compressed sid format.

When developing the imagery, we insure that elevated structures like bridges are modeled correctly by adding additional breaklines so that the features appear correctly placed in the image and not "smeared" to the terrain surface.

Deliverables, Review and Acceptance Procedures

Deliveries will be made on USB Thumb Drives. We will notify the County's Project Manager prior to each delivery to set aside the time necessary to assign personnel to review the datasets. Deliverables will include the following:

1) Final Flight Plan
2) Flight Line and Control Index
3) Point Cloud and Bare Earth Model in .las format
4) DTM and Topographic Mapping Data In 2D and 3D ACAD 2013
5) Digital Orthophotography in GeoTIFF and MrSID format
6) Project Report

Project Management Approach

Scoping meetings with clients and team members are essential to developing a comprehensive work plan. Our team is very experienced at working with public agencies in this capacity. The most important function of a consultant at this stage is to listen to the client and clearly understand the objectives and concerns related to the scope of work. Then, in conjunction with the client and any other stakeholders we can assist in developing solutions that efficiently achieve the goals and deliverables.

One of our strengths throughout a project life cycle is client communication. In every respect, Kenney Aerial Mapping will consult with the County, reviewing the proposed flight and control plans, schedule milestones and due dates for each task. During the project, relevant pilot deliverables are provided and critiqued by county staff. Our experience has shown that this can be immensely helpful in providing just the right deliverable.

The Project Manager will issue periodic reports to the County's designated representative, keeping them informed of progress and any issues which may arise from time to time. This will allow the County an opportunity to participate in the project as a decision making team member instead of simply an end user. The County's input into any final decisions we make, even on minor issues, is an essential element to the success of any project.

It is also the Project Manager's responsibility to keep project records accurately and securely. These include logging telephone conferences, issuing meeting notes to participants, recording data shipments and providing invoices. Each of these categories of record could be included in the Final Project Report.

Quality Control And Quality Assurance Statement

At Kenney Aerial Mapping we have developed rigorous procedures to assure our clients that their final deliverables are consistent with the scope of work, meet or exceed the required accuracy standards and perform their functions as efficiently as possible.

Our guiding principle is that each employee is responsible for obtaining the knowledge and skill sets required to produce quality work. Each employee will practice those methods that Senior Management has identified as necessary to complete the work in a manner which will achieve the firm's quality goals.

Employees are encouraged to review their areas of responsibility and to make recommendations on ways to improve our processes in consultation with the Quality Control Manager.

Consultant Interactions with Public Staff and the General Public

Every individual in position of responsibility on our team has had years of experience dealing with a variety of public agencies at the Federal, State, County and Municipal levels. We fully understand the importance of respecting the agency's institutional requirements. We are also fully aware of the importance of properly dealing with the general public regarding issues such as access to private property during field work phases and other concerns.

An important part of the project planning process is to familiarize our team members with these requirements, whether it's communication protocols, reporting requirements, working with the public sector employees or working with the general public that we may come into contact with.
With regard to field and aviation work, safety of personnel is paramount and our team has a long history of safe practice. We will also strive to minimize traffic disruptions by placing aerial targets away from heavily traveled areas wherever possible, and to keep aerial targets off of private property to the greatest extent possible.

Responsiveness to Owner's Concerns
If a concern should arise, our response would be to clearly identify the concern, define its impact on relevant aspects of the project, then develop several reasonable alternatives to be discussed and reviewed with the County. Resolution of any issue is done with the County acting as a full, participating partner to the process.

Project Team

Kenney Aerial Mapping, Inc. has provided professional photogrammetric services since 1963. The firm has been based in Phoenix from its inception and was incorporated in the State of Arizona in 1968. We opened a marketing office in Las Vegas, Nevada in 1989, added production facilities in 1996 and started providing flight services there in 1997. The corporate office is located in Phoenix, where the vast majority of our mapping production takes place.

Our staff has demonstrated excellence in all phases of photogrammetry including project design, project management, aerial photography, analytical and GPS assisted aerotriangulation, topographic mapping and digital terrain modeling, digital orthophotography and CAD standard compliance.

Since inception, the firm has grown to become one of the largest photogrammetric service providers in the southwest. With five softcopy photogrammetric workstations and additional imaging and editing workstations we are highly qualified and capable of completing these types of photogrammetric mapping or imaging projects.

Through the decades we have completed thousands of diverse projects in the western United States and as far away as Georgia, West Virginia, Kentucky, Idaho, Mexico, Argentina and the Philippines. We have also kept abreast of the many advanced technologies now available for geospatial data collection and processing. We routinely partner with firms that provide direct digital image capture as well as LiDAR service providers and we are well acquainted with the advantages and the limitations of each.

Our firm is also well respected by our peers and colleagues in the regional geomatics community. This is, in part, evidenced by staff members being invited to teach photogrammetry at Phoenix College and ASU. We taught three units per year for surveying classes at Phoenix College until the program ended, as well as ASU's Del E Webb School of Construction Management.

Office Location
All Key Staff are located in our Phoenix Office. We anticipate that 100% of the photogrammetric process will be completed by our employees located within Maricopa County.

Personnel Availability and Experience
Resumes for the Key Personnel listed below are included in the appendix. These people will be available to perform their respective tasks throughout the course of the contract. Our Key Personnel were all involved in their respective specialty roles for the two projects described below.

Role	*Personnel*	*Total Experience*	*With Firm*
Project Manager	John Cahoon CP	35 years	24 years
Project Land Surveyor	Rich Stockman RLS	27 years	4 years
Aerotriangulation	Stan Woessner	22 years	22 years

Ground Control Subconsultant

Northstar Surveying, Inc. is a two partner owned surveying corporation, located in Payson, Arizona and entering its 26th year of providing surveying services statewide.

Stephen R. Perham, R.L.S. and John F. Davis, R.L.S. started Northstar Surveying, Inc. in June, 1992. Northstar Surveying, Inc. consists of two professional surveyors and a part-time office administrative assistant.

Flight Subconsultant

Valley Air Photos, flying out of Glendale Airport, will acquire the aerial photography and provide digital imagery and direct georeferencing values for this project. Kevin Graville is the operations manager who will be responsible for this phase of the project.

Project Experience

Our records indicate that we have mapped the Town of Payson twice. We have also flown most of the Tonto Basin for orthophotos and contours, as well as Roosevelt Dam, Tonto National Monument and several other related projects over the years and have worked directly with Gila County on several recent occasions.

Gila River Indian Community – 2016- Subconsultant

We were contracted by Stantec to provide ground control services, LiDAR, aerial photography and photogrammetric services for 3 large parcels totally approximately 87000 acres of agricultural and low desert terrain. Deliverables included point clouds, a variety of GIS based terrain files, full topographic mapping and digital orthophotos.

Contact : Stantec David Phelps 602-438-2200

Sky Train and various Taxiways – 2016 Subconsultant

We have been mapping the Sky Train alignments since at least the year 2000 as work progresses. This project covered the area from terminal 3 to the rental car return. Full topographic mapping at 1"=40', DTM, one foot contours and color digital orthophotos were provided.

Contact: Aztec Engineering Al Reece 602-458-0402

Tusayan Town Mapping – 2015 – Subconsultant

The Town of Tusayan was flown with a digital camera with a .2' ground sample distance. We provided full topographic mapping at 1"=40' and a 1' contour with a digital terrain model. Color orthophotos were generated with a .2' resolution. We delivered the project on time and within budget.

Client: Woodson Engineering and Surveying, Inc. Jim Folkers 928-774-4636

Project Schedule

All of our personnel are available for this project for the duration of the schedule. They will be operating exclusively out of our Phoenix location. We can generally fly on two day's notice, weather permitting. We anticipate that it will require approximately 12 working days to set and control the aerial targets, depending on the timing of the County's work and site accessibility. The mapping will be completed 16 working days after the flight, receipt of control and County approval of the blind check point values derived during aerotriangulation.

Kenney Aerial Mapping, Inc.

Photogrammetric Services Since 1963

John W. Cahoon, C.P. President, CEO

4008 North 15th Avenue
Phoenix, Arizona 85015
Phone (602) 258-6471

Stan P. Woessner Jr., Vice President. COO

871 Coronado Center Dr #200
Henderson NV 89015
Phone:(702) 260-3033

November 23, 2018

Tom Homan
Gila County
Guerrero Building
1400 E. Ash Street
Globe, Arizona 85501

Re: Payson Mapping No. 110618

Dear Mr. Homan,

Here is our cost proposal.

Fee for Ground Control:	$ 1,650.00
Fee for Aerial Mapping:	$ 4,645.00
Total:	$ 6,295.00

Please let me know if you have any questions or need anything else.

Sincerely,

John W. Cahoon

John W. Cahoon, CP, President
Kenney Aerial Mapping, Inc.

Kenney Aerial Mapping Inc.

4008 North 15th Avenue, Phoenix, Arizona 85015
Phone **(602) 258-6471** Fax: (602) 340-1877

871 Coronado Center Dr #200 Henderson, NV 89015
Phone:**(702) 260-3033** Fax: (702) 260-3035

John W. Cahoon, President, CEO, CP

Stan P. Woessner, Vice President, COO

John W. Cahoon, CP - Kenney Aerial Mapping, Inc. – President

Education:
Bachelor of Science in Geography – 1982 – Oregon State University

Professional Registrations:
Certified Photogrammetrist # 903 – 1993 ASPRS

Professional Affiliations:
Sustaining Member: Arizona Professional Land Surveyors Association
Sustaining Member: Nevada Association of Land Surveyors

Experience:
Photogrammetric Mapping 34 Years
Years in Responsible Charge of Projects – 28 Years

Responsibility: Project Manager

Mr. Cahoon is a principal in the firm and has been employed by Kenney Aerial Mapping since 1993. During that time his duties have included stereo compilation on both analytical and softcopy stereoplotters, analytical aerotriangulation, digital orthophotography and quality assurance.

As President his current duties are focused on the area of business administration, project design and business development. He is also responsible for tracking industry trends and evaluating emerging technologies and applications.

He has extensive experience in project planning, coordination, writing specifications, man-hour estimating, flight planning and control point layout. Mr. Cahoon's responsibility for many projects is to act as a coordinator between team members, and within Kenney Aerial's various production departments.

Mr. Cahoon was also an Adjunct Faculty member at Phoenix College where he taught a full semester course in Photogrammetry for the Land Surveying Degree program within the Civil Engineering Technology Department, He has held this position since 2004 and won the Golden Bear award for his work in 2009. This assignment ended in 2010 due to the program's cancellation. In addition, he is a guest lecturer for the surveying class within the Del E. Webb School of Construction Management at ASU and conducts the Photogrammetry Section at the LSIT/RLS Review Seminar for the Arizona Professional Land Surveyors Association.

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871 Coronado Center Dr #200 Henderson, NV 89015
Phone:**(702) 260-3033** Fax: (702) 260-3035

John W. Cahoon, President, CEO, CP

Stan P. Woessner, Vice President, COO

Stan P Woessner - Kenney Aerial Mapping, Inc. –Vice President and COO

Education:
Associates Degree in CAD Drafting – 1995 – ITT Technical Institute

Professional Affiliations:
Sustaining Member: Arizona Professional Land Surveyors Association

Experience:
Photogrammetric Mapping 22 Years
Years in Responsible Charge of Projects – 15 Years

Responsibility: Aerotriangulation

Stan Woessner has been with Kenney Aerial Mapping for 22 years. During that time he has held every position in the firm that focused on photogrammetric mapping. He has production experience in analytical and softcopy stereo compilation as well as digital orthophotography and editing.

Mr. Woessner has five years of experience as our chief aerotriangulation specialist using fully automated aerotriangulation techniques. He works closely with the land survey team providing the ground control to validate the results of aerotriangulation through the use of blind control points and DTM check points. This key quality control process helps to insure the accuracy of the photogrammetric mapping services.

Stan is experienced with all the latest mapping techniques and equipment in the industry. As COO, his other responsibilities include staying current with the accelerating changes in technology advancement including the integration of LiDAR and photogrammetry, appropriate use of emerging technologies and oversight of best practices in our production and quality control workflows.

Kenney Aerial Mapping Inc.

4008 North 15th Avenue, Phoenix, Arizona 85015
Phone **(602) 258-6471** Fax: (602) 340-1877

871 Coronado Center Dr #200 Henderson, NV 89015
Phone:**(702) 260-3033** Fax: (702) 260-3035

John W. Cahoon, President, CEO, CP

Stan P. Woessner, Vice President, COO

Richard A Stockman, RLS – Kenney Aerial Mapping, Inc.
Vice President of Land Surveys

Education:

Oregon Institute of Technology
Associates degree in Land Surveying
Graduated 1986

Professional Registrations:

Oregon - 600013LS (dormant)
Arizona - RLS 36326

Professional Affiliations:

Member: Arizona Professional Land Surveyors Association

Experience:

Land Surveying – 28 years
RLS – 13 Years in Arizona

Responsibility: Project Land Surveyor

Rich Stockman has experience in nearly all phases of land surveying in Arizona including boundary, legal descriptions, right of way, construction, ALTA's, topographic and aerial mapping. For this contract he will act as the project land surveyor, setting and controlling aerial targets and performing any other surveying duties on smaller task orders, and reviewing all results and deliverables performed by our subconsultants.

He will also review the results of aerotriangulation, analyze blind check point results after receiving results back from the County, test the DTM and other map check or verification functions, and seal any final mylar plots resulting from work performed under the contract.

Mr. Stockman is also a partner in the firm S&W Land Surveying Services, Inc..

EXECUTIVE SUMMARY FORM

Contract Name: BizHub C558 Copier **Contract No.:** Mohave Contract 15M-KMBS-0128

Statement of Purpose and Need (3-5 Sentences)
Purchase of a new copier for the Health Department.

Contract End Date: 60 months from date of delivery

Renewal Option: ☐ Yes ☒ No

Maximum Dollar Limit: $169.13/mo. X 60 Mo. = $10,147.80

Contract Information

Firm Name: Kansas State Bank of Manhattan **Contact Person:** Kali Kuckelman

Address: 1680 Charles Place **Phone No:** 877-587-4054

City: Manhattan **State:** KS **Fax:** _____ **Email:** _____

Fund: Health Service Fund/Health/Operating Leases and Rentals Office equipment

Fund Code: 1008.404.4290.10

Type of Funds:
☐ Restricted
☐ Grant
☐ General Fund
☐ Other

Date Sent for Legal Review: _____ **Date Returned:** _____

Special Notes:
Does not require CA signature if renewing. The language was already approved in original agreement.

KS StateBank
Baystone Government Finance

November 21, 2018

Formal Proposal

OBLIGOR: **GILA COUNTY (HEALTH DEPT.)**

- ✓ This is a finance/ownership contract.
- ✓ Fixed interest rate for the Five (5) Year term.

EQUIPMENT: **NEW BIXZHUB C558 COPIER**

Acquisition Cost:	$8,028.93	**Term:**	Five (5) Years	**First Payment Due:**	At Closing
Est. Sales Tax:	$714.57	**Payment Mode:**	Monthly in Advance	**Payment Amount:**	$169.13
Buyout:	$0.00	**Interest Rate:**	6.240%		
Principal Balance:	$8,743.50	**Rate Factor:**	0.019344		

- The copier equipment must be under a service contract for a period of time that at least matches or exceeds the contract purchase term.
- This transaction must be credit approved, documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before December 21, 2018. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- Obligor's total amount of tax-exempt debt to be issued in this calendar year will not exceed the $10,000,000 limit.
- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- This proposal is based on Baystone Government Finance Mohave Contract # 13R-BFG-0127.

	GILA COUNTY (HEALTH DEPT.)
BAYSTONE GOVERNMENT FINANCE *William Bauman*	Signature: Name & Title: Date:

5330 E Calle Del Norte, Phoenix, AZ 85018
Local: (602) 650-1184 Toll Free: 888-345-0071 Fax: (602) 650-1194
wbauman@bfgfinancial.net
www.baystone.net

KONICA MINOLTA

COUNT ON KONICA MINOLTA

Gila County Public Health

Stephanie Chaidez
Debra Blevins - replace C652DS

Bizhub C558 - Color
(shown with optional finisher)
Copier/Printer/Scanner

Standard Features and Configuration:

55 Prints/Copies Per Minute in B&W & Color
240 IPM Scanning Speed - Scans in Color
Automatic Reversing Document Feeder
250,000 Monthly 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/SMB 3.0
Windows Server 2012/Server 2012R2, Windows 2016
Flexible Scanning to Email, FTP, SMB (Desktop)
Scan to HDD on Optional 250 GB Hard Disk Drive
IP Address Fax, PC Faxing, Internet Fax Forwarding
ISO 15408 Certification, Enhanced Security Protection
24" x 52" Footprint
Bizhub Security Features - HDD Encryption, Data Overwrite
Four Universal Paper Drawers - up to 11x17 size - 6,650 total sheets

Green Technologies To Save Energy, Reduce Waste

	Mohave contract 15M-KMBS-0128			State Contract ADSPO13-050372	
BizHub C558	$5,850.42	Lease Options	60 Mo	60 Mo	$114.23
50 Sheet Stapler/Finisher	$613.41		$168.15	$188.25	$20.55
Power Surge	$79.00				$0.00
3rd & 4th Adjustable Drawers	$395.29				$15.49
Fax board	$381.13				$11.82
2/3 Hole Punch	$171.70				$6.48
Large Side Deck Paper	$537.98				$19.68
Sorting, Zoom	Inc				
Automatic Document Feeder	Inc				
2-Sided Copying - Dual Scan	Inc				
PS, PCL, XPS	Inc				
Data Overwrite	Inc				
HD Encryption	Inc				
250 GB HDD	Inc				
Start up supplies	Inc				
Sub-total:	$8,028.93				
Tax @ 8.9%	$714.57				
Total	**$8,743.50**	Purchase / Lease	$168.15		

Service and Supply Program

90 Day Warranty on all Purchases - Includes all service and Parts from date of installation.
Monthly Base Charge: $63.44 - Includes unlimited copies. All color copies @ $ 0.0272 each
Toner, parts, labor, delivery, installation and training are all-inclusive with all plans (excluding paper)
Pricing does include local sales tax

9/27/2018

Contact: **Chip Ryan**
Phone: **602-798-7341**

BRAND CUSTOMER LOYALTY ENGAGEMENT 2011 WINNER

50TH ANNIVERSARY 2011 BLI BUYERS LAB LINE OF THE YEAR

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The essentials of imaging

KS StateBank

2627 KFB PLAZA, SUITE 202E
MANHATTAN, KS 66503 | 785-587-4000

SENT VIA EMAIL: SCHAIDEZ@GILACOUNTYAZ.GOV; WBAUMAN@BFGFINANCIAL.NET

November 27, 2018

Ms. Stephanie Chaidez
Gila County, Arizona

Re: Financing for Gila County, Arizona for Health Department - One (1) Bizhub C558 Copier

Dear Ms. Chaidez:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. ***All required documentation must be received by 3:00pm CST in order to fund the following business day.***

The interest rate you have been quoted is valid through December 21, 2018.

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. Jojo Bellinder
Client Relations

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. ***Please print on single sided paper only.*** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

I. Attached Documentation

1. **Government Obligation Contract**
   - An authorized individual that is with the Obligor should sign on the first space provided.
   - A second authorized individual that is with the Obligor should attest the previous signature on the space provided.
2. **Exhibit A – Description of Equipment**
   - Review equipment description. Complete serial number/VIN if applicable.
   - List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
   - Sign and print name and title
4. **Insurance Requirements**
   - Complete insurance company contact information where indicated.
5. **Debit Authorization – (Preferred)**
   - Complete form and attach a voided check
6. **8038GC IRS Form**
   - Please read 8038 Review Form
   - In Box 2, type Employer Identification Number
   - Sign and print name and title

II. Additional Documentation Required

1. First payment check as stated on attached invoice
2. Insurance certificate as stated on the Insurance Requirements Form
3. Vendor invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
4. Mohave PO

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by January 26, 2019, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

KS StateBank
2627 KFB Plaza STE 202E
Manhattan, Kansas 66503

GOVERNMENT OBLIGATION CONTRACT

Obligor
Gila County, Arizona
1400 East Ash Street
Globe, Arizona 85501

Obligee
KS StateBank
1010 Westloop; P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of November 21, 2018

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.
"Budget Year" means the Obligor's fiscal year.
"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.
"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.
"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.
"Contract Term" means the Original Term and all Renewal Terms.
"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.
"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.
"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
"Obligee" means the entity originally listed above as Obligee or any of its assignees.
"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.
"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.
"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.
"State" means the state which Obligor is located.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

(a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
(b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
(c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
(d) Obligor shall use the Equipment only for essential, traditional government purposes.
(e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
(f) Obligor has never non-appropriated funds under a contract similar to this Contract.
(g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
(h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
(i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
(j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
(k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
(l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
(m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

Section 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01,THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred. If Obligor non-appropriates under this section, then Obligor shall not purchase, lease or rent Equipment performing same or similar functions to those performed by the Equipment for a period of 360 days unless otherwise prohibited by public policy considerations.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.

(c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.

(d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. To the extent permitted under State law, title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

(a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B .

(b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.

(c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.

(d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.

(e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.

(f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.

(g) Obligor defaults on one or more of its other obligations.

(h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default . Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

(a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.

(b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.

(c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

(a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.

(b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.

(c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.

(d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Section 10.09 Cancellation for Conflict of Interest. In accordance with Arizona Revised Statutes Section 38-511, within three years after the execution of this Contract by a political subdivision, department, or agency, such Contract is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract is, at any time while the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to this Contract with respect to the subject matter of the Contract.

Section 10.10 Arizona Immigration Law Compliance. Obligee hereby represents and warrants that Obligee complies with the federal immigration laws and regulations that relate to their employees and with Arizona Revised Statutes Section 23-214(A). A breach of this warranty shall be deemed a material breach of this Contract, subject to penalties up to and including termination of this Contract by the Obligor, in its sole discretion. Subject to reasonable prior written notice, Obligor retains the legal right to inspect the papers of any Obligee or subcontractor employee who works on the Contract to ensure compliance with this warranty.

Section 10.11 Participation in Israel Boycott. In accordance with Arizona Revised Statutes Sections 35-393.01, Obligee certifies that Obligee does not participate in, and agrees not to participate in during the term of the Contract, a boycott of Israel.

Section 10.12 Mohave Educational Services Cooperative, Inc. The Obligee currently holds a contract with Mohave Educational Services Cooperative, Inc. ("Mohave"). Mohave is a not-for-profit corporation providing public procurement services pursuant to A.R.S. Section 11-952 and A.R.S. Section 41-2632. Mohave is governed under Title 10 of the Arizona Revised Statutes. The contract that Obligee has with Mohave allows the Obligor to finance the purchase of the Equipment in accordance with Arizona law, RFP 13R-1018, any Best and Final Offer made to Mohave, and the member's purchase order. The contract that Obligee has with Mohave also requires the Obligee to include certain provisions as a part of this Contract. The specific provisions are (1) that the Contract shall be in compliance with the UCC and there can be no blanket waivers of the UCC provisions, (2) there must be a non-appropriation clause for a municipal entity, (3) that there be no invoicing or collecting of property tax to a school on leased property, (4) that there be no waiver of a jury trial or mandatory binding arbitration, (5) that the laws of the State of Arizona shall govern the Contract, (6) that the Contract cannot require upfront payment by a Mohave member when purchase order is placed, and (7) that this Contract cannot contain "auto-renewal" language. Obligee and Obligor hereby represent that, notwithstanding any other provisions in this Contract, the provisions contained in this Section as required by Mohave will be binding to Obligee and Obligor.

Section 10.13 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than $10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than $10,000,000.

Section 10.14 Acceptance of Equipment Certification. By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

Section 10.15 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Gila County, Arizona

Signature

James Menlove, County Manager

Printed Name and Title

KS StateBank

Signature

Marsha Jarvis, Senior Vice President

Printed Name and Title

Gila County, Arizona
Attested By Authorized Individual:

Signature

Mary Springer, Finance Director

Printed Name and Title

ATTACHMENT "A" to GOVERNMENT OBLIGATION CONTRACT

FOR FINANCING ONE (1) BIZHUB C558 COPIER

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.

KS StateBank

Marsha Jarvis

Individual Authorized to Sign

MARSHA JARVIS

Print Name

SENIOR VICE PRESIDENT

Title

12/5/2018

Date

Schedule (01)

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of November 21, 2018, between KS StateBank (Obligee) and Gila County, Arizona (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Health Department - One (1) Bizhub C558 Copier

Physical Address of Equipment after Delivery : 5515 S. Apache Ave., Suite 100 Globe, AZ 85501

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of November 21, 2018, between KS StateBank (Obligee) and Gila County, Arizona (Obligor)

Date of First Payment:	At Closing
Original Balance:	$8,743.50
Total Number of Payments:	Sixty (60)
Number of Payments Per Year:	Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	$169.13	$0.00	$169.13	Not Available
2	21-Dec-18	$169.13	$44.59	$124.54	Not Available
3	21-Jan-19	$169.13	$43.94	$125.19	$8,719.77
4	21-Feb-19	$169.13	$43.29	$125.84	$8,581.38
5	21-Mar-19	$169.13	$42.63	$126.50	$8,442.50
6	21-Apr-19	$169.13	$41.98	$127.15	$8,303.13
7	21-May-19	$169.13	$41.31	$127.82	$8,163.27
8	21-Jun-19	$169.13	$40.65	$128.48	$8,022.92
9	21-Jul-19	$169.13	$39.98	$129.15	$7,882.07
10	21-Aug-19	$169.13	$39.31	$129.82	$7,740.72
11	21-Sep-19	$169.13	$38.64	$130.49	$7,598.88
12	21-Oct-19	$169.13	$37.96	$131.17	$7,456.54
13	21-Nov-19	$169.13	$37.27	$131.86	$7,313.69
14	21-Dec-19	$169.13	$36.59	$132.54	$7,170.34
15	21-Jan-20	$169.13	$35.90	$133.23	$7,026.49
16	21-Feb-20	$169.13	$35.21	$133.92	$6,882.13
17	21-Mar-20	$169.13	$34.51	$134.62	$6,737.26
18	21-Apr-20	$169.13	$33.81	$135.32	$6,591.88
19	21-May-20	$169.13	$33.11	$136.02	$6,445.99
20	21-Jun-20	$169.13	$32.40	$136.73	$6,299.58
21	21-Jul-20	$169.13	$31.69	$137.44	$6,152.66
22	21-Aug-20	$169.13	$30.97	$138.16	$6,005.22
23	21-Sep-20	$169.13	$30.26	$138.87	$5,857.26
24	21-Oct-20	$169.13	$29.53	$139.60	$5,708.78
25	21-Nov-20	$169.13	$28.81	$140.32	$5,559.77
26	21-Dec-20	$169.13	$28.08	$141.05	$5,410.24
27	21-Jan-21	$169.13	$27.34	$141.79	$5,260.18
28	21-Feb-21	$169.13	$26.61	$142.52	$5,109.59
29	21-Mar-21	$169.13	$25.87	$143.26	$4,958.47
30	21-Apr-21	$169.13	$25.12	$144.01	$4,806.82
31	21-May-21	$169.13	$24.37	$144.76	$4,654.63
32	21-Jun-21	$169.13	$23.62	$145.51	$4,501.91
33	21-Jul-21	$169.13	$22.86	$146.27	$4,348.65
34	21-Aug-21	$169.13	$22.10	$147.03	$4,194.85
35	21-Sep-21	$169.13	$21.34	$147.79	$4,040.51
36	21-Oct-21	$169.13	$20.57	$148.56	$3,885.62

Schedule (01)

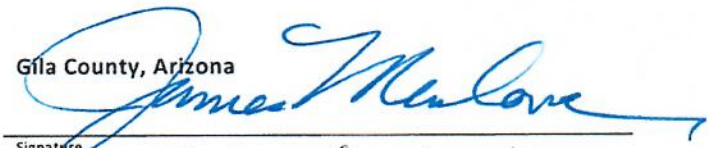
EXHIBIT B - CONTINUED

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of November 21, 2018, between KS StateBank (Obligee) and Gila County, Arizona (Obligor)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
37	21-Nov-21	$169.13	$19.80	$149.33	$3,730.19
38	21-Dec-21	$169.13	$19.02	$150.11	$3,574.21
39	21-Jan-22	$169.13	$18.24	$150.89	$3,417.68
40	21-Feb-22	$169.13	$17.45	$151.68	$3,260.60
41	21-Mar-22	$169.13	$16.67	$152.46	$3,102.96
42	21-Apr-22	$169.13	$15.87	$153.26	$2,944.77
43	21-May-22	$169.13	$15.08	$154.05	$2,786.02
44	21-Jun-22	$169.13	$14.28	$154.85	$2,626.71
45	21-Jul-22	$169.13	$13.47	$155.66	$2,466.84
46	21-Aug-22	$169.13	$12.66	$156.47	$2,306.41
47	21-Sep-22	$169.13	$11.85	$157.28	$2,145.41
48	21-Oct-22	$169.13	$11.03	$158.10	$1,983.84
49	21-Nov-22	$169.13	$10.21	$158.92	$1,821.70
50	21-Dec-22	$169.13	$9.38	$159.75	$1,658.99
51	21-Jan-23	$169.13	$8.55	$160.58	$1,495.71
52	21-Feb-23	$169.13	$7.71	$161.42	$1,331.85
53	21-Mar-23	$169.13	$6.88	$162.25	$1,167.41
54	21-Apr-23	$169.13	$6.03	$163.10	$1,002.40
55	21-May-23	$169.13	$5.18	$163.95	$836.80
56	21-Jun-23	$169.13	$4.33	$164.80	$670.62
57	21-Jul-23	$169.13	$3.47	$165.66	$503.85
58	21-Aug-23	$169.13	$2.61	$166.52	$336.50
59	21-Sep-23	$169.13	$1.75	$167.38	$168.56
60	21-Oct-23	$169.13	$0.56	$168.57	$0.00

Gila County, Arizona



Signature

James Menlove, County Manager

Printed Name and Title

*Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:	**Certificate Holder:**
Gila County, Arizona	KS StateBank
1400 East Ash Street	1010 Westloop, P.O. Box 69
Globe, Arizona 85501	Manhattan, Kansas 66505-0069

1. **Equipment Description**
   - Health Department - One (1) Bizhub C558 Copier
   - Please include all applicable VIN's, serial numbers, etc.
2. **Physical Damage**
   - All risk coverage to guarantee proceeds of at least $8,743.50.
3. **Loss Payee**
   - KS StateBank AOIA (and/or its Assigns) MUST be listed as loss payee.

Please forward certificate as soon as possible to: Email: kbellinder@ksstate.bank
or
Fax: (785) 587-4016

Please complete the information below and return this form along with the Contract.

Gila County, Arizona

Insurance Company: Arthur J. Gallagher & Co.

Agent's Name: Stefanie Salazar

Telephone #: 949-349-9842

Fax #:

Address: 18201 Von Karman Ave., Suite 200

City, State Zip: Irvine, CA 92612

Email: Stefanie_Salazar@ajg.com

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries, and, if necessary, to reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number	Payment Amount	Frequency of Payments
3354578	$169.13	Monthly

Beginning _____ Month _____ Year	Day of Month
	20th

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account ☐ Checking ☐ Savings

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract	
Gila County, Arizona	
Signature	Printed Name and Title
Tax ID Number	Date
86-6000444	

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: http://www.irs.gov/app/picklist/list/formsInstructions.html, or contact your local IRS office.

KS StateBank
Baystone Government Finance

November 21, 2018

Formal Proposal

OBLIGOR: **GILA COUNTY (HEALTH DEPT.)**

- ✓ This is a finance/ownership contract.
- ✓ Fixed interest rate for the Five (5) Year term.

EQUIPMENT: **NEW BIXZHUB C558 COPIER**

Acquisition Cost:	$8,028.93	**Term:**	Five (5) Years	**First Payment Due:**	At Closing
Est. Sales Tax:	$714.57	**Payment Mode:**	Monthly in Advance	**Payment Amount:**	$169.13
Buyout:	$0.00	**Interest Rate:**	6.240%		
Principal Balance:	$8,743.50	**Rate Factor:**	0.019344		

- The copier equipment must be under a service contract for a period of time that at least matches or exceeds the contract purchase term.
- This transaction must be credit approved, documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before December 21, 2018. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- Obligor's total amount of tax-exempt debt to be issued in this calendar year will not exceed the $10,000,000 limit.
- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- This proposal is based on Baystone Government Finance Mohave Contract # 13R-BFG-0127.

BAYSTONE GOVERNMENT FINANCE *William Bauman*	**GILA COUNTY (HEALTH DEPT.)** Signature: James Menlove Name & Title: James Menlove, County Manager Date:

5330 E Calle Del Norte, Phoenix, AZ 85018
Local: (602) 650-1184 Toll Free: 888-345-0071 Fax: (602) 650-1194
wbauman@bfgfinancial.net
www.baystone.net

PROFESSIONAL SERVICES CONTRACT NO. 110818

COLLECTION AGENCY SERVICES

COMMUNITY DEVELOPMENT-HEALTH DEPARTMENT

THIS AGREEMENT, made and entered into this 20th day of December, **2018**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Acceleron Recovery Group, Inc., 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 her 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 herself, her 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 or Health Department** or designee.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations. If at any time during the term of the contract the Contractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

Scope of Work: Refer to attached Attachment "A" to **Professional Services Contract 110818** by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 – FEES: As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the Contractor an hourly fee of:

- Services 15% of collected fee

The Agency shall have no minimum amount submitted for collection.
Agency shall maintain at A= rating with the Better Business Bureau.

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.

ARTICLE 3 – 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 4 - INDEMNIFICATION CLAUSE: To the fullest extent allowed by the law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omission in the performance of this agreement.

The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee's shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this agreement (including those by any person whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

ARTICLE 5 – 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.

The insurance requirements have been modified due to the status of the contractor as being a sole proprietorship with small scopes of work on Gila County projects. The County Attorney's office has agreed to waive the insurance requirements for Commercial General Liability, Automobile Liability and Worker's Compensation and Employer's Liability under the following conditions:

- The Contractor works from his or her own business and has no one going to his or her business on County business.
- The Contractor sets his or her own schedule.
- The Contractor uses his or her own tools and controls his or her own work products.
- The size of a single project does not exceed $1,000,000 with an annual aggregate amount not to exceed $2,000,000.

Should a project exceed $1,000,000, all insurance requirements prevail.

ARTICLE 6 – 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 – 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 required 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 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 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 11 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

ARTICLE 12 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 13– TERM: 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 three (3) additional one (1) year periods.

ARTICLE 14 – PAYMENT/BILLING: Contractor shall be paid 15% of the gross amount per case.

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

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

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

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

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

IN WITNESS WHEREOF, Professional Services Contract No. 110818 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

James Menlove, County Manager

Date: 12-20-18

ACCELERON RECOVERY GROUP, INC.

Signature

Print Name

REQUEST FOR QUOTE NO. 091218
GILA COUNTY

COLLECTION AGENCY SERVICES

QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE CONSIDERED NON-RESPONSIVE

JOB/PROJECT DESCRIPTION

Project consists of an agency to collect unpaid fines.

Location:
Gila County
1400 E. Ash
Globe, AZ 85501
Various Departments

Scope of Work and Specifications:

- Agency shall maintain separate accounts for various departments in Gila County in which individual's or entities debts will be maintained.
- Agency shall make a minimum of one (1) written or two (2) telephone contacts for each account (unless the account clears sooner) within thirty (30) days of receipt of account. Agency shall provide in the proposal detailed steps that will be taken once account is received from the County, including when delinquent accounts will be reported to the three major credit bureaus.
- Agency to provide cost to report to credit bureaus.
- Agency shall transfer gross proceeds to the County and bill for the firm's fees. (i.e. the amounts owed to the city and to the Agency shall be clearly delineated and this separation will be clearly maintained in both the Agency's data system and reports provided to the City.)
- Agency shall make contacts with delinquent accounts under the name of the collection agency on behalf of Gila County.
- Agency shall submit status reports on a monthly basis and an annual report on a fiscal year based on July 1st through June 30th, reflecting the activity for the previous fiscal year. These reports shall include data for each account detailing the value of the current debt, money received, charges waived, interest charged, balance due and date of last payment. A financial summary will also be required showing "period to date" totals for pertinent information such as receipts, net accounts

receivable, total accounts receivable and collection percentage. In addition, an aging report should be available in summary and in detail. Agency shall provide copies of all available reports.

- Agency shall separate any additional interest or penalty charges it assesses individual accounts from the original amount submitted by the County as updated by any payments or additions applied to the account.
- Agency shall guarantee the confidentiality, security, and safety of all files, documents, computer files, etc. Agency shall agree to enter in a confidentiality agreement with the County.
- Agency shall instruct consumers to submit payment to the collection agency.
- Agency shall perform all work in accordance with the applicable provisions of the Federal Fiar Debt Collection Practices Act, as well as, all state and local laws and county staff direction.
- Agency shall meet periodically with Gila County staff to discuss all services. The agency will also provide recommendations on how the County can reduce future bad debt. The County will provide overall guidance on the conduct of the collection service, as it will reflect on the County's policies and reputation. The agency will agree to employ courteous business procedures to the end of maintaining the County's goodwill. The collection agency shall also provide updates to the County on changes in state and federal laws related to credit and collections such as monthly copies of Cred-Alert.
- The agency will be fully responsible for maintaining accurate records of all correspondence, documents, accounting records, transactions and other relative evidence. These records shall remain on file for a period of at least seven (7) years. All records and books shall be made available the Gila County for review upon request.
- Any principal or charges shall be agreed upon between the agency and the County, prior to acceptance. The County shall support this in writing. No legal actions can be taken without the express consent of the County.

QUOTE DUE DATE: Please email quote by, 11:00 A.M. on October 4, 2018 to, Stephanie Chaidez, schaidez@gilacountyaz.gov .

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

Contractor Name: Acceleron Recovery Group Inc

Contractor Address: 2999 N 44th St Suite 235 Phoenix AZ 85018

Contractor Phone #: 480 666 8351 Email Address: KenK@argarizona.com

Contractor Signature: Ken Kestenbaum

TOTAL COST OF PERCENTAGES

PERCANTAGE OF AMOUNT TO BE COLLECTED 15 %

THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO schaidez@gilacountyaz.gov or call 928-402-8897.