

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:

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**REGULAR MEETING - TUESDAY, MAY 21, 2019 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PUBLIC HEARINGS:**
  - A. Convene a public hearing regarding Banner issuance of Series 2019 Bonds as required by the Internal Revenue Code of 1986, Section 147(f); and adopt Resolution No. 19-05-06 supporting the transaction. **(Mary Springer)**
3. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action to approve the distribution of \$1,160,875.06 of Gila County's share of Federal Year 2019 Secure Rural Schools Act funds, as authorized through section 24 of P.L. 114-10, for FY 2018-19 as follows: \$25,000 to Roads, \$904,645.06 to Schools, and \$231,230 to Gila County Education Service Agency. **(Roy Sandoval)**
  - B. Information/Action/Discussion to approve Arizona Text to 9-1-1 Grant Agreement No. GFR-AZ-911-19-006T with the Arizona Office of Administration, Office of Grants and Federal Resources, in the amount of \$21,000 for the initial period of January 1, 2019, through June 30, 2020, and up to a performance period of five (5) years. **(Debra Williams)**

- C. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 040319 - *Food and Laundry Services for the Gila County Detention Center* to replace the expiring contract which provides meals and laundry services to Gila County inmates. **(Mary Springer/Justin Solberg)**
- D. Information/Discussion/Action to adopt Resolution No. 19-05-07 to be reimbursed for the purchase of the property located at 112 W. Cedar Lane, Payson, Arizona 85541 in the amount of \$290,148 as allowed under Treasury Regulation, Section 1.150-2. **(Mary Springer)**
- E. Information/Discussion/Action to authorize the advertisement of Request for Qualifications Nos. 041219, 041319, 041419, 041819 – for architectural firms and construction manager at risk firms for the Payson Complex project and the Globe Animal Care and Control facility in the Arizona Silver Belt for publication on 5/29/19 and 6/05/19. **(Mary Springer)**
- F. Information/Discussion/Action to adopt Resolution 19-05-03 authorizing the disposal of an alley situated between Lots 7-10, Block 20, and Lot 34, Block 20, Inspiration Townsite, Official Map No. 39 Gila County Records, and authorize the Board of Supervisors' Chairman to execute and deliver in the name and under the seal of the County of Gila, a Quit Claim Deed conveying the alley to Phillis Blake. **(Steve Sanders)**
- G. Information/Discussion/Action to adopt Resolution 19-05-08 authorizing the disposal of portions of Olive Street, Hobart Street, and Maple Street, all on the Arlington Heights Official Map No. 31, Gila County Records, and authorize the Board of Supervisors' Chairman to execute and deliver in the name and under the seal of the County of Gila, Quit Claim Deeds conveying portions of those roadways to Mona Jean Kerlock, Glenda F. Estevane, and



Elena Simion. **(Steve Sanders)**

4. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
  - A. Approval of Amendment No. 2 to Contract No. 019-0444 between the Pinal-Gila Council for Senior Citizens (PGCSC), Area Agency on Aging, Region V, and the Gila County Community Services Department, Housing Services, whereby PGCSC will raise the reimbursement ceiling to \$24,406 to be used for home repair and renovations to eligible citizens residing in Gila County effective July 1, 2018, through June 30, 2019.
  - B. 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 207-05-002B to Kallam Kruse.
  - C. Approval to adopt Resolution No. 19-05-09 authorizing Gila County Probation Department's participation in the FY 2019-2020 Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division, and certifying that a matching fund requirement of \$1,954 for the Program will be provided by the County.
  - D. Approval of the April 30, 2019, and May 7, 2019, Board of Supervisors' meeting minutes.
  - E. Approval of finance reports/demands/transfers for the reporting month of April 2019.

- F. Acknowledgement of contracts under \$50,000 which have been approved by the County Manager beginning 4-1-19 through 4-30-19.
5. **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.
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.
7. **WORK SESSION ITEMS:**
- A. Information/Discussion regarding the acquisition of the Pleasant Valley United States Forest Service Administrative Site in Young, Arizona. **(Woody Cline)**
- B. Information/Discussion regarding a Strategic Plan update and presentation of new Countywide goals. **(Mary Springer)**

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-5382**

**Public Hearing 2. A.**

**Regular BOS Meeting**

Meeting Date: 05/21/2019

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

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Information

Request/Subject

Hold a public hearing regarding Banner issuance of Series 2019 Bonds as required by the Internal Revenue Code of 1986, Section 147(f), and adopt Resolution No. 19-05-06 supporting the transaction.

Background Information

Banner is requesting the assistance of Gila County with respect to host a public hearing for Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) approval as required by the Internal Revenue Code of 1986, as amended (the "Code"), in connection with the issuance of revenue bonds (the "Series 2019 Bonds") for Banner by The Industrial Development Authority of the County of Maricopa (the "Maricopa Authority").

A portion of the proceeds of the Bonds in a maximum principal amount of \$14,000,000 will be applied by the Corporation to refund all or a portion of the Arizona Health Facilities Authority Revenue Bonds (Banner Health), Series 2015D (the "Prior Bonds"), a portion of which Prior Bonds were applied by the Corporation to finance and refinance the costs of the acquisition by the Corporation of the Banner Payson Medical Center facilities located at 807 S. Ponderosa Street, Payson, Arizona (the "Payson Project").

Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that a public hearing be held with respect to the proposed issuance of the Series 2019 Bonds. The Code further requires that Gila County, being the governmental unit having jurisdiction over the area in which the Payson Project described herein is located, approve the issuance of the Series 2019 Bonds for purposes of Section 147(f) of the Code following such public hearing.

Accordingly, Banner is respectfully requesting, solely for purposes of satisfying the requirements of Section 147(f) of the Code, assistance from

Gila County with holding the TEFRA public hearing as required by Section 147(f) of the Code, and the approval of the Board of Supervisors of Gila County as to the issuance of the Series 2019 Bonds. The Series 2019 Bonds will be, and the Prior Bonds are, special limited obligations of the respective issuers thereof, payable solely from debt service payments to be made by Banner, and will not be, and are not, a debt, obligation or liability of Gila County.

The Bonds are to be issued in one or more series from time to time, during the expected 3-year period commencing on the date of adoption and approval of this Resolution, and the Corporation intends to issue one or more series of the Bonds not later than one year from the date of adoption and approval of this Resolution.

#### Evaluation

Banner is requesting the public hearing and approval of the resolution by the Gila County Board of Supervisors to comply with Internal Revenue Service Code Section 147(f). There is no financial impact to Gila County.

#### Conclusion

Solely for purposes of satisfying the requirements of Section 147(f) of the IRS Code, assistance from Gila County with holding the TEFRA public hearing as required by Section 147(f) of the IRS Code, and the approval of the Board of Supervisors of Gila County as to the issuance of the Series 2019 Bonds.

#### Recommendation

Staff recommends holding the public hearing and approval of the resolution.

#### Suggested Motion

Convene a public hearing regarding Banner issuance of Series 2019 Bonds as required by the Internal Revenue Code of 1986, Section 147(f); and adopt Resolution No. 19-05-06 supporting the transaction. **(Mary Springer)**

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#### Attachments

Resolution No. 19-05-06

Public Notice

Affidavit of Publication-AZ Republic

Affidavit of Publication-Payson Roundup

## Affidavit of Publication-AZ Silverbelt

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## **RESOLUTION NO. 19-05-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA APPROVING SOLELY FOR PURPOSES OF SECTION 147 (f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”) THE ISSUANCE BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF MARICOPA OF NOT TO EXCEED \$14,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS REVENUE BONDS (BANNER HEALTH), SERIES 2019 AND APPROVING SUCH OTHER MATTERS FOR PURPOSES OF SECTION 147(f) OF THE CODE AS SET FORTH HEREIN**

**WHEREAS**, the Industrial Development Authority of the County of Maricopa (the “Maricopa Authority”) proposes to issue its Revenue Bonds (Banner Health), Series 2019 (the “Bonds”) and to loan a portion of the proceeds from the sale of the Bonds in an aggregate principal amount not to exceed \$14,000,000 to Banner Health (the “Corporation”) to provide for a 3-year plan of financing and refinancing of the costs of the projects described herein in Payson, Gila County, Arizona (hereinafter collectively referred to as the “Payson Project”).

**WHEREAS**, a portion of the proceeds of the Bonds in a maximum principal amount of \$14,000,000 will be applied by the Corporation to refund all or a portion of the Arizona Health Facilities Authority Revenue Bonds (Banner Health), Series 2015D (the “Prior Bonds”), a portion of which Prior Bonds were applied by the Corporation to finance and refinance the costs of the acquisition by the Corporation of Banner Payson Medical Center located at 807 S. Ponderosa Street, Payson, Arizona.

**WHEREAS**, prior to the issuance of the Bonds, the public hearing and approval requirements of Section 147(f) of the Code require that Gila County, being the governmental unit having jurisdiction over the area in which the Payson Project is located, hold a public hearing and approve the issuance of the Bonds.

**WHEREAS**, public notice of the public hearing and the proposed issuance of the Bonds was given by publication in the Arizona Republic, the Payson Roundup, and the Silver Belt, in accordance with the requirements of Section 147(f) of the Code.

**WHEREAS**, the Notice of Public Hearing indicates that the Payson Project is owned and/or operated by the Corporation and is located at the address set forth hereinabove.

**WHEREAS**, the Bonds are to be issued in one or more series from time to time, during the expected 3-year period commencing on the date of adoption and approval of this Resolution, and the Corporation intends to issue one or more series of the Bonds not later than one year from the date of adoption and approval of this Resolution.

**WHEREAS**, the Bonds will be, and the Prior Bonds are, special limited obligations of the respective issuers thereof, and will not be, and are not, a debt, obligation or liability of Gila County.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Supervisors of Gila County, Arizona hereby approves the issuance of the Bonds subject to the following conditions:

1. The approval is provided solely for the purpose of satisfying the requirements of Section 147(f) of the Code, the issuance of the Bonds by the Maricopa Authority to provide funds to refund the Prior Bonds and to refinance the Payson Project located in Gila County are approved.

2. The Bonds shall not, and the Prior Bonds do not and shall not, constitute a debt, obligation or liability of Gila County or any political subdivision of Gila County, and neither Gila County or any political subdivision of Gila County shall be obligated for the payment of the Bonds or the Prior Bonds, for the manner or extent to which the proceeds from the sale of the Bonds or the Prior Bonds are expended or allocated or for any aspect whatsoever of the Payson Project.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of May 2019, at Globe, Gila County, Arizona.

Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

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

\_\_\_\_\_  
Tim R. Humphrey, Chairman

Approved as to form:

\_\_\_\_\_  
The Gila County Attorney's Office



## NOTICE OF PUBLIC HEARING

Notice is hereby given that on May 21, 2019, a public hearing (the “Public Hearing”) will be conducted by the County of Gila, Arizona (the “County”) at 10.00 am (or as soon thereafter as the matter may be heard) in the Supervisors’ Hearing Room of the Gila County Courthouse, 1400 E. Ash Street, Globe, Arizona 85501 with respect to the proposed issuance by The Industrial Development Authority of the County of Maricopa (the “Maricopa Authority”) of its Revenue Bonds (Banner Health), Series 2018 (the “Bonds”) in one or more series from time to time. A portion of the proceeds of the Bonds in the maximum aggregate principal amount of \$14,000,000 will be used to assist Banner Health (the “Corporation”), an Arizona nonprofit corporation, to provide for a 3-year plan of financing and refinancing of the costs of the projects described herein in Payson, Gila County, Arizona.

A portion of the proceeds of the Bonds in a maximum principal amount of \$14,000,000 will be applied by the Corporation to refund all or a portion of the Arizona Health Facilities Authority Revenue Bonds (Banner Health), Series 2015D (the “Prior Bonds”), a portion of which Prior Bonds were applied by the Corporation to finance and refinance the costs of the acquisition by the Corporation of the Banner Payson Medical Center facilities located at 807 S. Ponderosa Street, Payson, Arizona (the “Payson Project”).

The Corporation is the owner and operator of the Payson Project. The Payson Project to be refinanced with the proceeds of the Bonds as described herein is located at the address set forth herein.

The Bonds will be, and the Prior Bonds are, special limited obligations of the issuers thereof, payable solely from payments to be made therefor by the Corporation, and will not constitute a general obligation or a pledge of the faith and credit or the taxing power of the Maricopa Authority, the County of Gila, Arizona, the County of Maricopa, Arizona, the State of Arizona or any agency or political subdivision thereof. The Authority has no taxing power.

The Bonds are to be issued from time to time in one or more issues during the expected 3-year period commencing on the date of approval of the plan of financing described herein. The Corporation intends to issue the Bonds not later than one year from the date of approval of the plan of finance described herein.

Any person may appear at such hearing and express his or her views, or may submit his or her views in writing, regarding the proposed Bonds and the location and nature of the projects described herein to be financed and refinanced with the proceeds of the Bonds. Any written submissions must be sent to the County at 1400 E. Ash Street, Globe, Arizona, Attention: Mary Jane Springer, Director of Finance and clearly marked “Banner Health Project.” Written submissions should be mailed or delivered in sufficient time to be received on or before May 17, 2019.

THE COUNTY OF GILA, ARIZONA

# THE ARIZONA REPUBLIC

PO Box 194, Phoenix, Arizona 85001-0194

Phone 1-602-444-7315

Fax 1-877-943-0443

PNI-Arizona Republic

AFFIDAVIT OF PUBLICATION

**HAWKINS DELAFIELD &  
ONE GATEWAY CENTER, 24 TH FL  
NEWARK, NJ 07102**

Order # 0003530887 # of Affidavits

P.O # 5/21 PH

Published Date(s):

05/03/19

**STATE OF WISCONSIN  
COUNTY OF BROWN**

} **SS.**

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates indicated.

Sworn to before me this

10 TH day of  
MAY 2019

Notary Public

My Commission expires:

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A portion of the proceeds of the Bonds in a maximum principal amount of \$14,000,000 will be applied by the Corporation to refund all or a portion of the Arizona Health Facilities Authority Revenue Bonds (Banner Health), Series 2015D (the "Prior Bonds"), a portion of which Prior Bonds were applied by the Corporation to finance and refinance the costs of the acquisition by the Corporation of the Banner Payson Medical Center facilities located at 807 S. Ponderosa Street, Payson, Arizona (the "Payson Project").

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The Bonds are to be issued from time to time in one or more issues during the expected 3-year period commencing on the date of approval of the plan of financing described herein. The Corporation intends to issue the Bonds not later than one year from the date of approval of the plan of finance described herein.

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THE COUNTY OF GILA, ARIZONA

Pub. May 2, 2019

END: MAY 5, 2019

# Affidavit of Publication

## Payson Roundup

STATE OF ARIZONA

10096311

COUNTY OF GILA

5/3/2019

I, Paula VanBuskirk, do solemnly swear that I am Assistant Bookkeeper of the Payson Roundup, that the same is a newspaper printed, in whole or in part, and published in the COUNTY OF GILA, State of Arizona, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said COUNTY OF GILA for a period of more than fifty-two weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Arizona. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said daily newspaper for the period of 1.00 consecutive insertions; and that the first publication of said notice was in the issue of said newspaper dated May 03 A.D., 2019, and that the last publication of said notice was in the issue of said newspaper dated May 03 A.D., 2019. In witness whereof I have hereunto set my hand this May 03 A.D., 2019.

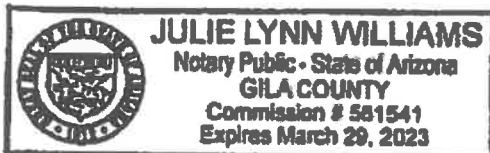


Paula VanBuskirk

Subscribed and sworn to before me, a Notary Public in and for the COUNTY OF GILA, State of Arizona May 03 A.D., 2019.



Julie Lynn Williams, Notary Public



17152: 5/3/2019

### NOTICE OF PUBLIC HEARING

Notice is hereby given that on May 21, 2019, a public hearing (the "Public Hearing") will be conducted by the County of Gila, Arizona (the "County") at 10.00 am (or as soon thereafter as the matter may be heard) in the Supervisors' Hearing Room of the Gila County Courthouse, 1400 E. Ash Street, Globe, Arizona 85501 with respect to the proposed issuance by The Industrial Development Authority of the County of Maricopa (the "Maricopa Authority") of its Revenue Bonds (Banner Health), Series 2018 (the "Bonds") in one or more series from time to time. A portion of the proceeds of the Bonds in the maximum aggregate principal amount of \$14,000,000 will be used to assist Banner Health (the "Corporation"), an Arizona nonprofit corporation, to provide for a 3-year plan of financing and refinancing of the costs of the projects described herein in Payson, Gila County, Arizona. A portion of the proceeds of the Bonds in a maximum principal amount of \$14,000,000 will be applied by the Corporation to refund all or a portion of the Arizona Health Facilities Authority Revenue Bonds (Banner Health), Series 2015D (the "Prior Bonds"), a portion of which Prior Bonds were applied by the Corporation to finance and refinance the costs of the acquisition by the Corporation of the Banner Payson Medical Center facilities located at 807 S. Ponderosa Street, Payson, Arizona (the "Payson Project"). The Corporation is the owner and operator of the Payson Project. The Payson Project to be refinanced with the proceeds of the Bonds as described herein is located at the address set forth herein. The Bonds will be, and the Prior Bonds are, special limited obligations of the issuers thereof, payable solely from

payments to be made therefor by the Corporation, and will not constitute a general obligation or a pledge of the faith and credit or the taxing power of the Maricopa Authority, the County of Gila, Arizona, the County of Maricopa, Arizona, the State of Arizona or any agency or political subdivision thereof. The Authority has no taxing power.

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Any person may appear at such hearing and express his or her views, or may submit his or her views in writing, regarding the proposed Bonds and the location and nature of the projects described herein to be financed and refinanced with the proceeds of the Bonds. Any written submissions must be sent to the County at 1400 E. Ash Street, Globe, Arizona, Attention: Mary Jane Springer, Director of Finance and clearly marked "Banner Health Project." Written submissions should be mailed or delivered in sufficient time to be received on or before May 17, 2019.

THE COUNTY OF GILA, ARIZONA

**The Arizona Silver Belt Newspaper**  
298 N. Pine Street  
Globe, AZ 85501  
Telephone: 928-425-7121

**Affidavit of Publication**

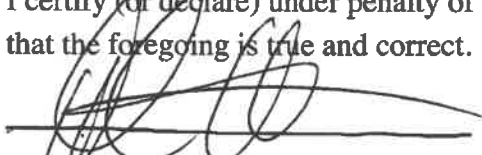
**State of Arizona )**

**County of Gila ) ss**

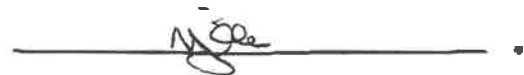
I am a citizen of the United States and a resident of the State of Arizona; I am over the age of eighteen years, and not a party to or interested in the entitled matter. I am the principal clerk of the printer and publisher of the ARIZONA SILVER BELT, a newspaper published in the English language in the city of GLOBE, county of GILA, state of Arizona and adjudged a newspaper of general circulation.

A printed copy of said legal or advertising is attached hereto and was published in a regular weekly edition of said newspaper (and not a supplement thereof) for 1 consecutive week; May 8, 2019

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

  
\_\_\_\_\_  
**David Abbott**

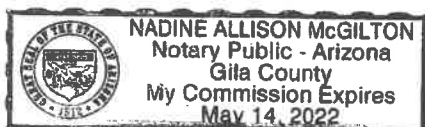
Subscribed and sworn to before me, a Notary Public in and for said County and State, this 15th day of May 2019.

  
\_\_\_\_\_

Notary Public

My Commission Expires: 5-14-22

NOTICE OF PUBLIC HEARING Notice is hereby given that on May 21, 2019, a public hearing (the "Public Hearing") will be conducted by the County of Gila, Arizona (the "County") at 10.00 am (or as soon thereafter as the matter may be heard) in the Supervisors' Hearing Room of the Gila County Courthouse, 1400 E. Ash Street, Globe, Arizona 85501 with respect to the proposed issuance by The Industrial Development Authority of the County of Maricopa (the "Maricopa Authority") of its Revenue Bonds (Banner Health), Series 2018 (the "Bonds") in one or more series from time to time. A portion of the proceeds of the Bonds in the maximum aggregate principal amount of \$14,000,000 will be used to assist Banner Health (the "Corporation"), an Arizona nonprofit corporation, to provide for a 3 year plan of financing and refinancing of the costs of the projects described herein in Payson, Gila County, Arizona. A portion of the proceeds of the Bonds in a maximum principal amount of \$14,000,000 will be applied by the Corporation to refund all or a portion of the Arizona Health Facilities Authority Revenue Bonds (Banner Health), Series 2015D (the "Prior Bonds"), a portion of which Prior Bonds were applied by the Corporation to finance and refinance the costs of the acquisition by the Corporation of the Banner Payson Medical Center facilities located at 807 S. Ponderosa Street, Payson, Arizona (the "Payson Project"). The Corporation is the owner and operator of the Payson Project. The Payson Project to be refinanced with the proceeds of the Bonds as described herein is located at the address set forth herein. The Bonds will be, and the Prior Bonds are, special limited obligations of the issuers thereof, payable solely from payments to be made therefor by the Corporation, and will not constitute a general obligation or a pledge of the faith and credit or the taxing power of the Maricopa Authority, the County of Gila, Arizona, the County of Maricopa, Arizona, the State of Arizona or any agency or political subdivision thereof. The Authority has no taxing power. The Bonds are to be issued from time to time in one or more issues during the expected 3 year period commencing on the date of approval of the plan of financing described herein. The Corporation intends to issue the Bonds not later than one year from the date of approval of the plan of finance described herein. Any person may appear at such hearing and express his or her views, or may submit his or her views in writing, regarding the proposed Bonds and the location and nature of the projects described herein to be financed and refinanced with the proceeds of the Bonds. Any written submissions must be sent to the County at 1400 E. Ash Street, Globe, Arizona, Attention: Mary Jane Springer, Director of Finance and clearly marked "Banner Health Project." Written submissions should be mailed or delivered in sufficient time to be received on or before May 17, 2019. THE COUNTY OF GILA, ARIZONA  
First pub:05/08/19  
Last pub:05/08/19  
LE2115



**ARF-5454**

**Regular Agenda Item 3. A.**

**Regular BOS Meeting**

Meeting Date: 05/21/2019

Submitted For: Nick Montague, Chief Deputy

Submitted By: Cindy Fisher-Smith, Executive Assitant

Department: School Superintendent's Office

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Information

Request/Subject

Distribution of FY 2018-19 Secure Rural Schools and Communities Funds (Forest Fees) - \$25,000 to Roads, \$904,645.06 to Schools, and \$231,230 to Gila County Education Service Agency.

Background Information

The Secure Rural Schools Act (SRS Act) was re-authorized for a two-year period by section 524 of P.L. 114-10 and signed into law by the President on April 16, 2015. This reauthorization re-established annual decreases of 5% in the full funding amount provided in section 3(11)(c) of the SRS Act, which provided that for FY 2012 and each fiscal year thereafter, the full funding amount was to be 95% of the full funding amount of the preceding fiscal year. Federal Year 2019 SRS Act funds in the amount of \$1,160,875.06 funds have been received by the Gila County Treasurer's Office.

Secure Rural Schools and Communities funding is intended to provide assistance to rural counties negatively affected by unrealized revenues from publicly held lands. Funds generated by Title I of the SRS Acts have been used for schools and roads - to create employment opportunities, to maintain current infrastructure and to improve the health of watersheds and ecosystems. Twenty percent of Gila County's total allocation goes to a regional Resource Advisory Committee for distribution. The remaining 80% of the Title I funds as represented in this agenda item is allocated to the Board of Supervisors for distribution and use by Roads and School Districts.

Evaluation

In each of the past nine years (2010-2018), the Board of Supervisors has authorized the distribution of Title I SRS Act funds for Gila County Roads and Schools as follows, upon recommendation of the Gila County Superintendent of Schools and County Management: a stipulated amount to Roads, and the remainder to School Districts by a formula that provides a base amount for all districts and additional amounts based on forest acreage and student enrollment of each district.

Gila County has received a total of \$1,160,875.06 Federal Year 2019 SRS Act funding, a increase of over 9.76% of the amount received for the previous fiscal year. The County School Superintendent has consulted with County Management about the distribution of SRS Act funding in FY 2018-19.

### Conclusion

Gila County School Districts, County Management and the County School Superintendent are in agreement in the proposed recommendation to the Gila County Board of Supervisors for the distribution of \$1,160,875.06 of Federal Year 2019 funds received as part of the Secure Rural Schools Act for the FY 2018-19 school year, namely \$25,000 to Roads, \$904,645.06 to Schools, and \$231,230 to Gila County Education Service Agency.

### Recommendation

The County School Superintendent and County Management recommend that the Board of Supervisors authorize the distribution of \$1,160,875.06 Federal Year 2019 funds received as part of the Secure Rural Schools Act for the FY 2018-19 school year (as authorized through section 524 of P.L. 114-10), namely \$25,000 to Roads, \$904,645.06 to Schools, and \$231,230 to Gila County Education Service Agency.

### Suggested Motion

Information/Discussion/Action to approve the distribution of \$1,160,875.06 of Gila County's share of Federal Year 2019 Secure Rural Schools Act funds, as authorized through section 24 of P.L. 114-10, for FY 2018-19 as follows: \$25,000 to Roads, \$904,645.06 to Schools, and \$231,230 to Gila County Education Service Agency. **(Roy Sandoval)**

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### Attachments

Gila County Forest Fees Distribution FY19

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## **GILA COUNTY Forest Fees Distribution FY19**

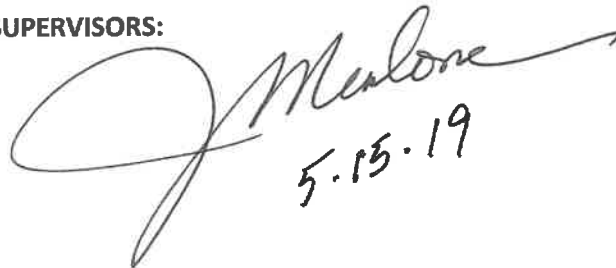
DISTRICT	ACREAGE %	ADM* Students	ADM %	BASE 11.00%	FOREST 29.00%	ADM 60.00%	Total FY18
Gila Regional	0.00%	8.67	0.13%	\$11,056.77	\$0.00	\$705.36	\$11,762.13
Globe	8.00%	1569.764	23.53%	\$11,056.77	\$20,987.77	\$127,709.95	\$159,754.49
Hayden-Winkelman	0.00%	260.059	3.90%	\$11,056.77	\$0.00	\$21,157.40	\$32,214.17
Miami	12.00%	957.453	14.35%	\$11,056.77	\$31,481.65	\$77,894.68	\$120,433.10
Payson	19.00%	2170.716	32.54%	\$11,056.77	\$49,845.95	\$176,601.08	\$237,503.79
Pine-Strawberry	10.00%	155.297	2.33%	\$11,056.77	\$26,234.71	\$12,634.36	\$49,925.84
San Carlos	9.00%	1422.813	21.33%	\$11,056.77	\$23,611.24	\$115,754.58	\$150,422.59
Tonto Basin	12.00%	84.052	1.26%	\$11,056.77	\$31,481.65	\$6,838.15	\$49,376.57
Young	30.00%	42.916	0.64%	\$11,056.77	\$78,704.13	\$3,491.48	\$93,252.38
<b>TOTAL</b>	<b>100.00%</b>	<b>6671.74</b>	<b>100%</b>	<b>\$99,510.93</b>	<b>\$262,347.10</b>	<b>\$542,787.04</b>	<b>\$904,645.06</b>

\*SAIS ADMS46-Report FY2018-19

**TOTAL 2019 GILA ALLOCATION FOR ROADS & SCHOOLS** **\$1,160,875.06**

Roads	\$25,000.00
ESA	\$231,230.00
Schools	\$904,645.06

PRESENTED TO BOARD OF SUPERVISORS:

  
 5.15.19



**ARF-5441**

**Regular Agenda Item 3. B.**

**Regular BOS Meeting**

Meeting Date: 05/21/2019

Submitted For: Adam Shepherd, Sheriff

Submitted By: Debra Williams, 911 Coordinator

Department: Sheriff's Office

Fiscal Year: January 1, 2019 - Budgeted?: No  
June 30, 2020

Contract Dates Immediately upon full Grant?: Yes  
Begin & End: execution of signatures  
and up to 5 years  
performance period.

Matching No Fund?: New  
Requirement?:

---

Information

Request/Subject

Arizona Text to 9-1-1 Grant Agreement No. GFR-AZ-911-19-006T with the Arizona Office of Administration, Office of Grants and Federal Resources.

Background Information

On December 4, 2018, the Board approved the electronic submittal of a grant application to the Arizona 9-1-1 Program Office to implement Text to 9-1-1 services Countywide. On January 8, 2019, the application was successfully submitted via the state eCivis electronic portal.

Evaluation

On April 19, 2019, a Grant Agreement was received by the Sheriff's Office in the amount of \$21,000. This funding is designated to cover the following costs for each PSAP in the Gila 9-1-1 Network (GCSO and Payson PD):

One Time Implementation: \$1,500 Total: \$3,000

Monthly Managed Services - Integrated Text to 9-1-1: \$150 Total: \$18,000

Conclusion

Acceptance of the grant funding will trigger the final phase of project implementation, which is the development and delivery of the "Call if you Can, Text if you Can't" public education program 30 days prior to the service 'go-live' date.

### Recommendation

It is the recommendation of Sheriff J. Adam Shepherd that the Board of Supervisors approve Arizona Text to 9-1-1 Grant Agreement No. GFR-AZ-911-19-006T in the amount of \$21,000.

### Suggested Motion

Information/Action/Discussion to approve Arizona Text to 9-1-1 Grant Agreement No. GFR-AZ-911-19-006T with the Arizona Office of Administration, Office of Grants and Federal Resources, in the amount of \$21,000 for the initial period of January 1, 2019, through June 30, 2020, and up to a performance period of five (5) years. **(Debra Williams)**

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### Attachments

### Grant Agreement

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ARIZONA DEPARTMENT OF ADMINISTRATION  
OFFICE OF GRANTS AND FEDERAL RESOURCES  
Arizona Text to 9-1-1 Grant Program  
GRANT AGREEMENT

GFR Grant Number: GFR-AZ-911-19-006T

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This grant agreement (“**Agreement**”) between Gila County, AZ, acting on behalf of the Gila County Sheriff’s Office (the “**Grantee**”), acting as a Public Safety Answering Point (PSAP), and the State of Arizona, acting through the Arizona Department of Administration (“ADOA”), Office of Grants and Federal Resources (“**GFR**”) (sometimes individually, a “**Party**” or collectively, “**Parties**”)

**I. PURPOSE OF THE AGREEMENT**

GFR is tasked with oversight and coordination of State activities related to the administration of the Text-to-911 Services Fund. A.R.S. § 41-704 authorizes the Office of Grants and Federal Resources, 9-1-1 Program Office to administer and disburse funds for “necessary or appropriate equipment or service for implementing and operating emergency telecommunication services through political subdivisions of this state.”

To be eligible to receive funds from the Text-to-9-1-1 Services Fund, a PSAP must obtain approval by the Arizona 9-1-1 Program prior to the initiation of a deployment project. The Arizona 9-1-1 Program interprets eligible costs to include the cost of deployment of Text-to-9-1-1 and continued support of Text-to-9-1-1 services.

In this capacity, GFR has agreed to provide funds to the Grantee for the one-time costs for deployment of Text-to-9-1-1 and recurring charges for up to five (5) years of continued support (plus any applicable taxes). GFR shall make payment on behalf of the Grantee, as identified in Paragraph 4, Section 2, Subsection a. of the AGREEMENT.

**II. BACKGROUND**

The State of Arizona strongly encourages Public Safety Answering Points (“PSAPs”) to deploy Text-to-9-1-1 services in order to ensure that members of the public who are limited in their ability to use voice communications are able to communicate with PSAPs. Technological advances have made it possible to send and receive text messages to 9-1-1. There are now three ways that a PSAP can send and receive text messages: (1) an ESInet/IP Network Service Interface; (2) a web service; or (3) text to TTY. In 2014, the Federal Communications Commission implemented regulations requiring telephone companies to deliver text messages to PSAPs that request to receive them.

Regulations issued to implement the Americans with Disabilities Act require that a public entity “shall take appropriate steps to ensure that communication with . . . members of the public . . . with disabilities are as effective as communications with others.” 28 C.F.R. § 35.160(a). Accordingly, public entities must “furnish appropriate auxiliary aids and services where necessary to afford individuals with a disability . . . an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity of a public

entity.” 28 C.F.R. § 35.160(b)(1). While Arizona PSAPs have historically met these requirements by providing TTY accessibility, new and emerging technologies and networks have expanded a PSAP’s ability to communicate with people who are deaf and hard of hearing, or who otherwise are limited in their ability to use voice communications.

### **III. GENERAL PROVISIONS**

The parties mutually agree as follows:

#### **A. Scope of Work**

1. GFR agrees that the intent of the Grantee is to provide services in support of Text-to-911.
2. The Grantee agrees that it shall maintain all records and materials related to Grantee activities subject to this AGREEMENT.
3. The Grantee and GFR shall make relevant personnel, including personnel hired or contracted by either party, available for discussions and meetings with each other and/or trust entities, when requested by either party. Each party shall provide to the other party; contact names, work addresses, telephone numbers, e-mail addresses, and any other relevant contact information available to each party regarding personnel considered relevant by each party to the activities subject of this AGREEMENT.

#### **B. Method and Terms of Payment**

The GFR shall disperse funds as identified in Paragraph 4, Section 2, Subsection a. of the AGREEMENT.

### **IV. OBLIGATIONS OF THE PARTIES**

#### **1. Responsibilities of the Grantee:**

- a. Text-to-9-1-1 Services: The PSAP agrees to implement Text-to-9-1-1 services as a result of this funding Agreement and for the completion of the service term. Failure to complete the service term, will require the PSAP to reimburse the Text-to-9-1-1 Services Fund for the remaining term of the service.
- b. Policy, Processes, and Agreements: The PSAP shall consult with its 9-1-1 System Administrator and other affected PSAPs to establish policies, procedures, and/or agreements for the support of Text-to-9-1-1 emergency calls.
- c. Public Education and Outreach: Educating the public regarding the capabilities and responsibilities of 9-1-1 is essential, especially when new services become available for their use. When Text-to-9-1-1 services are deployed, the PSAP or its 9-1-1 system shall inform and educate the public about the services, how they work and what to do during an emergency. The PSAP agrees to implement a public education and outreach initiative regarding Text-to-911 services. As Arizona Administrative Code, R2-1-403.19 requires, the 9-1-1 planning committee chairperson or designee shall implement a plan for a program of public information regarding 9-1-1 service at least 30 days before 9-1-1 service begins. Each PSAP or 9-1-1 region is encouraged to use the NENA messaging, “Call if you can, text if you can’t,” in its public education efforts. Public education resources can be found at:

1. [FCC Text to 911- FAQ](#)

2. [NENA- SMS Text-to-9-1-1 Resources for PSAPs](#)

- d. Expenditure reporting: The 9-1-1 System Administrator, on behalf of the PSAP, must submit an expenditure report (including invoices for supporting documentation) through *eCivis* within fourteen (14) days of the Certificate of Acceptance with the Service Provider.

1.*eCivis* is the Sub-recipient Management tool, utilized by the Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program Office for post award monitoring.

2. Responsibilities of GFR:

a. Payment

1. This Agreement is for the initial one-time costs and recurring charges for five (5) years, beginning with the Start of Service Date as determined by the vendor agreement. The following costs for the service (plus any applicable taxes) will be paid by the State of Arizona with the Text-to-9-1-1 Services funds.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	\$ 0.00
Fringe Benefits	\$ 0.00
Travel	\$ 0.00
Equipment	\$ 0.00
Supplies	\$ 0.00
Contractual/Outside Services	\$ 21,000.00
Construction	\$ 0.00
Other Costs	\$ 0.00
<b>Total</b>	<b>\$ 21,000.00</b>

- 2.It is agreed and understood that the total to be paid for by GFR under this agreement shall not exceed \$21,000.00 in State funds.

3.Non-Authorized Funding: Funding is **NOT** approved for the following:

- Additional cost for changes needed as a result of regulatory mandates;
- Termination charges;
- Additional positions needed after initial allocation as identified in this Agreement;
- Additional costs as a result of adding new features/functionality;
- Late payment fees due to untimely submittal of invoices to the Arizona 9-1-1 Program Office;
- Replacement needs due to customer reasons;
- Any costs associated with a PSAP move or remodel; or
- Items in the Agreement identified as “optional” and/or with additional costs.

- 4.Funding through the Text-to-9-1-1 Services Fund does not constitute future funding eligibility through the Arizona 9-1-1 Program Office.

5. The GRANTEE authorizes the Arizona Department of Administration, Office of Grants and Federal Resources, Arizona 9-1-1 Program to make payment directly to the vendor for services provided under this agreement.
- b. Project Management: The Arizona 9-1-1 Program Office will provide project management for Text-to-9-1-1 projects. A County/9-1-1 jurisdiction may choose to manage the project themselves however, the associated costs will be borne by the County/9-1-1 jurisdiction. The rules and requirements stated in this document still apply.
- c. Should a County/9-1-1 jurisdiction reject the rules and/or requirements stated in this document or within the Arizona 9-1-1 Text-to-911 Implementation Plan, the Arizona 9-1-1 Program Office will not provide project management support. Penalties, defined or not defined, fiscal and otherwise, will be borne by the County/9-1-1 jurisdiction.

## **V. EFFECTIVE DATE, TERM, TERMINATION, RENEWAL, AMENDMENT**

### **A. Effective Date**

This AGREEMENT shall become immediately effective upon execution of the AGREEMENT by GFR and the Grantee.

### **B. Term, Termination, Renewal**

The initial term of this AGREEMENT shall begin on January 1, 2019 and terminate on June 30, 2020, unless terminated as provided herein, or extended. Either party may terminate this AGREEMENT at any time by providing thirty (30) days written notice to the other party. If this AGREEMENT is extended by mutual written consent of the parties, all terms, conditions and provisions of the original AGREEMENT shall remain in full force and effect and apply during any extension period

### **C. Amendment**

This AGREEMENT may be modified, altered, extended or amended only in writing and signed by, or on behalf of, both parties.

## **VI. NOTICES**

Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this AGREEMENT, unless otherwise noted, shall be delivered in person, email, inter-agency mail, or by United States Postal Service, postage prepaid, to the parties at their respective addresses as set forth immediately below:

### **A. If to the Office of Grants and Federal Resources:**

Office of Grants and Federal Resources  
100 North 15<sup>th</sup> Avenue, Suite 305  
Phoenix, AZ 85007  
Attention: Matthew Hanson

### **B. If to the GRANTEE:**

Gila County Sheriff's Office  
P.O Box 311  
Globe, AZ 85502  
Attn: Debra Williams, 9-1-1 System Administrator

## **VII. ARBITRATION**

This AGREEMENT is subject to arbitration to the extent required by A.R.S. § 12-1518, and any such proceeding shall be held in Maricopa County, Arizona.

## **VIII. NON-AVAILABILITY OF FUNDS**

Every payment obligation of the Grantee and GFR under this AGREEMENT is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this AGREEMENT, either party may terminate this AGREEMENT at the end of the period for which funds are available. No liability shall accrue to the Grantee, GFR or the State of Arizona in the event this provision is exercised, and the Grantee, GFR and the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **IX. CANCELLATION FOR CONFLICT OF INTEREST**

This AGREEMENT is subject to cancellation pursuant to Arizona Revised Statutes § 38-511, the provisions of which are herein incorporated by reference.

## **X. AUDIT OF RECORDS**

Pursuant to Arizona Revised Statutes § 41-1351, the Grantee and GFR shall retain all data, books, and other records relating to this AGREEMENT. The Grantee is subject to all audit oversight policy and procedure established by GFR.

## **XI. GOVERNING LAW**

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona. In the event of litigation arising under, out of, or relating to, this AGREEMENT, GFR and the Grantee hereby stipulate to the exclusive jurisdiction and venue of the Maricopa County Superior Court in Phoenix, Arizona.

## **XII. ENTIRE AGREEMENT**

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

## **XIII. INVALIDITY OF PART OF THIS AGREEMENT**

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

## **XIV. COUNTERPARTS**

This AGREEMENT may be executed in any number of duplicate originals or photocopies, all of which (once each party has executed at least one such duplicate original or photocopy) will constitute one and the same document.

## **XV. INTERPRETATION**

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

## **XVI. PARAGRAPH HEADINGS**

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

## **XVII. SIGNATURE AUTHORITY**

A. This grant agreement is entered into and is effective as of the date executed by both parties.

B. By signing below, the signer certifies that the person has the authority to enter into this agreement and read the foregoing and agrees to accept the provisions herein.

C. All PARTIES to this Agreement acknowledge that signatures by electronic means are acceptable and legally binding.



IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.  
**FOR GRANTEE:**

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Authorized SignatoryDate

---

Printed Name and Title

---

Additional signature(s) if required by political subdivisionDate

---

Printed Name and TitleDate

---

Attest:  
ClerkDate

**Note:** If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the GFR with the signed Agreement.

**Approved as to form and authority to enter into Agreement (Excluding non-profits):**

Legal counsel for GRANTEEDate

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Printed Name and Title

**Statutory or other legal authority to enter into Agreement (Excluding non-profits):**

Appropriate A.R.S., ordinance, or charter reference

**FOR OFFICE OF GRANTS AND FEDERAL RESOURCES:**

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Matthew Hanson, Assistant Director  
Arizona Department of Administration  
Office of Grants and Federal ResourcesDate

**ARF-5452**

**Regular Agenda Item 3. C.**

**Regular BOS Meeting**

Meeting Date: 05/21/2019

Submitted For: Sarah White, Chief Administrative Officer

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2019-2020

Budgeted?: Yes

Contract Dates 06-20-19 to 06-19-20

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Request to Advertise-Request for Proposals (RFP) No. 040319 for Food and Laundry Service for Gila County Detention Center.

Background Information

Gila County contracts with outside providers for food and laundry services, which includes meal preparation services for the Gila County Detention Center in Globe, Gila County Detention Center Substation in Payson, and Women's Jail Dormitory in Globe. Laundry services are provided at the Globe Detention Center location only.

The existing contract for the food and laundry services for Gila County Detention Center will expire on June 9, 2019.

Evaluation

The existing contract for food and laundry services for the Gila County Detention Center will expire on June 9, 2019. An RFP has been written to obtain competitive bidding per A.R.S. 41-2533 for these services.

With the Board's approval, a notice of RFP No. 040319 will be advertised in the Arizona Silver Belt on May 29, 2019 and June 5, 2019, with a due date of June 20, 2019.

Conclusion

By issuing RFP No. 040319 for food and laundry services for the Gila County Detention Center, the competitive bidding process will be utilized to enter into a contract for these services to replace the expiring contract.

Recommendation

Staff recommends that the Board of Supervisors approve the request to advertise for RFP No. 040319 - Food & Laundry Services for Gila County Detention Center.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 040319 - *Food and Laundry Services for the Gila County Detention Center* to replace the expiring contract which provides meals and laundry services to Gila County inmates. **(Mary Springer/Justin Solberg)**

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Attachments

Request to Advertise

RFP 040319 Food and Laundry Service

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**GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS**

All departments procuring purchases in excess of \$50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including this form and completed Bid Request Form to the Purchasing Department. This Form must be completed and have a copy of the specifications attached before routing begins. All Requests and Specifications will be in accordance with the Arizona Revised Statutes and the latest version of the Gila County Purchasing Policy and Procedures.

<p style="text-align: center;"><b>IS THIS A REQUEST FOR</b>      <i>Check one</i></p> <p>Bids _____ Proposals <u>  X  </u></p> <p>Qualifications _____</p>	<p style="text-align: center;"><b>REQUEST NUMBER</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;"><i>(For Procurement Use Only)</i></p>
--	--

**I. DESCRIPTION:**    *List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.*

FUNDING	PROJECTS: <u>Inmate Food and Laundry Service</u>
Fund <u>1005</u> Dept No. <u>300</u> Program <u>442</u> Location <u>0</u> Account <u>4320.12-Laundry</u> Fund <u>1005</u> Dept No. <u>300</u> Program <u>442</u> Location <u>0</u> Account <u>4320.11-Food</u>	

**INTENT**

It is the intent of this request to solicit proposals from experienced and qualified vendors in order to establish a contract to provide Food and Laundry Services for the Gila County Detention Centers.

Signed: \_\_\_\_\_

*Elected Official or Department Head*

Date 4/30/19

**II. DEPARTMENTAL INFORMATION ONLY:**    *Action Dates*

<p>DATE      Department Receipt      _____</p> <p>Presented to Board      _____</p> <p>Delivered to Paper      _____</p> <p>Advertised      From      _____</p> <p>Closing Date      _____</p> <p>Awarded To      _____</p>	<p>Placed on Agenda      _____</p> <p>Approved to Call      _____</p> <p>Paper Name      _____</p> <p>To      _____</p> <p>Bid Award Date      _____</p> <p>Pre-Bid Meeting Date      _____</p>
---	---

**III. OTHER APPROVAL:**    *Only as necessary*

Department Name:      Gila County Sheriff's Office

Department Head Signature \_\_\_\_\_

Date \_\_\_\_\_

Department Name: \_\_\_\_\_

Department Head Signature \_\_\_\_\_

Date \_\_\_\_\_

**IV. APPROVED**

Finance Director Signature \_\_\_\_\_

Date \_\_\_\_\_

**GILA COUNTY**

**NOTICE OF REQUEST FOR PROPOSALS NO. 040319**

**FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER**

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



**\*BOARD OF SUPERVISORS\***

**Tim R. Humphrey, Chairman  
Woody Cline, Vice Chairman  
Tommie C. Martin, Member**

**\*COUNTY MANAGER\***

**James Menlove**



**GILA COUNTY  
NOTICE OF REQUEST FOR PROPOSALS NO. 040319  
FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER**

---

Notice is hereby given that Gila County is requesting proposals from qualified Correctional Food Service Providers to provide Food, In-House Laundry Service, and Materials for the Gila County Detention Center located in Globe, Arizona.

**SUBMITTAL DUE DATE:** 3:00 PM, MST, Thursday, June 20, 2019

**RETURN PROPOSAL TO:** Gila County Procurement  
Copper Building  
1400 East Ash Street, Globe, AZ 85501

**Mandatory Walk Through:** June 13, 2019, 10:00 A.M., 1100 South Street, Globe, AZ

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

Interested Bidders may obtain a copy of this solicitation by calling Gila County Contracts Administrator at 928-402-4355 Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Copper Building Conference Room, 1350 E. Monroe St., Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

The County takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation.

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

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: May 29, 2019 and, June 5, 2019

Signed: \_\_\_\_\_  
The Gila County Attorney's Office

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

Signed: \_\_\_\_\_  
Tim R. Humphrey, Chairman, Board of Supervisors

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

## **TABLE OF CONTENTS**

<b>CONTENT</b>	<b>PAGE</b>
SOLICITATION PAGE.....	1
TABLE OF CONTENTS .....	2
SCOPE OF SERVICES.....	3-5
INQUIRES .....	7
INSTRUCTIONS TO OFFERORS.....	7-8
GENERAL TERMS AND CONDITIONS .....	10
EXHIBIT "B" BIDDER AWARD AGREEMENT .....	11-14
MINIMUM SPECIFICATIONS .....	14
PRICE SHEET .....	19-20
QUALIFICATION AND CERTIFICATION FORMS.....	21-22
REFERENCES.....	23
AFFIDAVIT CERTIFYING NO COLLUSION:.....	24
INTENTION CONCERNING SUBCONTRACTING:.....	25
LEGAL ARIZONA WORKERS ACT COMPLIANCE .....	26
CERTIFICATION REGARDING DEBARMENT:.....	27
BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT.....	28
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA: .....	28
OFFER AND ACCEPTANCE .....	29
ACCEPTANCE OF OFFER .....	30
BACKGROUND INVESTIGATION AUTHORIZATION:.....	31

### **SCOPE OF SERVICES**

It is the intention of Gila County to award a contract to a qualified Correctional Food and Laundry Service Provider to provide food and in-house laundry services, materials, and supplies for the Gila County Detention Center located in Globe, Arizona. Food services will also be provided for the Gila County Detention Substation in Payson, Arizona.

### **FOOD SERVICE REQUIREMENTS**

All meals shall be prepared at the Gila County Globe Detention Center at 1100 South St, Globe, Arizona. Meals for the Payson Detention Substation at 108 Main Street, Payson, shall be premade hot, frozen and transported by County staff to the Payson location.

#### **Meal Service and Materials**

1. **Meals Served:** Provide nutritious meals to inmates three (3) times per day, seven (7) days per week, three hundred sixty-five (365) days per year and three hundred sixty-six (366) days during leap years.
  - A. Meals shall meet the following standards and guidelines:
    - a) Arizona Department of Corrections (ADC), in particular, Chapter 900, Dept. Order 912-Food Service System.
    - b) Dietary allowances outlined by the National Academy of Sciences Institute of Medicine, Food & Nutrition Board.
    - c) Standards for medical diets as designated by the National Commission on Correctional Healthcare (NCCHC).
    - d) American Correctional Association (ACA) standards for food service in Adult and Juvenile Correctional Institutions.
    - e) Arizona Department of Education (ADE), Health and Nutrition Services, Food Service Management Company Guidance Manual for Local Education Agencies. Specifically, 7 CFR Part 3016.36 for the Federal standards governing procurements made by State Agencies, Local Education Agencies and other local program operators.
  - B. A registered dietician directly employed by the Firm must review all menus on an annual basis. The registered dietician must provide an annual statement of nutritional menu adequacy, based on the products and recipes used by Firm. Dietician must provide certification applicable to the State of Arizona.
  - C. A nutritional analysis of each menu based on the standard recipes used by the Firm must be provided by the Firm.
  - D. Firm warrants that all meals provided will be nutritious and served in a manner that makes them wholesome and palatable. Proposed monthly menus by Firm shall be reviewed and approved by the authorized County personnel in advance of implementation.
  - E. No more than thirteen (13) hours shall pass between the evening meal and breakfast served.
  - F. A minimum of two (2) hot meals will be served daily, seven (7) days per week. Fresh vegetables are required at least three (3) times per week.
  - G. Only United States Department of Agriculture (USDA) grade acceptable meats, poultry, and vegetables shall be used. Foods shall be wholesome and free from spoilage.
  - H. All beverage products served with meals and snacks shall be FDA-approved and must be served prior to the stated date of expiration, whether container is marked or not.
  - I. No coffee, hot beverages or like beverages will be served. Individual, pre-measured packets of fruit-based, powdered beverage concentrate will be provided when milk is not being served.
  - J. Food containers that are damaged, including cans that are dented, are not acceptable.
  - K. A daily beverage provided with one (1) of the three (3) meals served daily must be fortified with the RDA for vitamin C.
  - L. Food products, including meat items, must meet general inmate acceptance standards of the American Correctional Association (ACA).



- M. A maximum of six percent (6%) TVP is allowed in meat products.
- N. Detailed standard recipes for menu items served in portions are required.
- O. Cakes, biscuits, and pizza slices are to be indicated as cuts from standard sheet pans.

2. **Holiday Meals:** A minimum of twelve (12) nationally recognized holiday meals shall be provided annually at contract rates. These Holidays include, but are not limited to:

- Thanksgiving
- Christmas
- Independence Day
- Discretion of authorized County personnel with one-month notice to Firm.

3. **Restricted Medical Diets:** Firm shall be required to provide all restricted medical diets approved by the County's authorized inmate medical examiner.

- A. Upon request the Firm will provide special meals for medical (as ordered by physician) reasons, i.e., diabetes, ulcers, renal failure, or pregnancy with extending health situation. The County will give advanced notice for any special meals.
- B. The Firm shall serve all restricted diets ordered in compliance with Department policies.
- C. Firm will not charge any additional cost for special meals.

4. **Sack Lunches:** Upon request the Firm will be asked to provide sack lunches or similar meals for outside work trustees and County staff. These meals will be transported from the Globe Detention Center to the area of work. **Note:** Work release inmates will be required to provide their own meals if scheduled work hours do not coincide with established serving times.

5. **Bulk Food Purchases:** Requests by the County for bulk food purchases are for special occasions. The County will give ample time for the Firm to order the quantity requested (popcorn, cookies, candies, etc.) The Firm shall look for the best possible price and will invoice the County cost plus ten percent (10%) for the order.

6. **Food Safety Standards:** Firm and its employees shall ensure the standards set forth under A.R.S. Title 36, Arizona Administrative Code Title 9, and the Arizona Department of Public Health, Office of Environmental Health and Food Safety standards are met while providing food services under the terms of this contract. Additionally, Firm shall provide a standard of food service that conforms with the standards of the American Correctional Association (ACA) covering the provision of food services in detention facilities.

7. **Meal Handling & Procedures:** All meals prepared and served must have food temperatures taken and documented by the Firm once they are placed on trays and ready for delivery or service. Temperatures should be taken by Firm at frequent intervals during the serving period.

- Firm will provide proper hair restraints or hats, and plastic gloves.

8. **Staffing Requirements:** Firm, based on the information provided herein, is to propose adequate staff to oversee and service all aspects of the food service operation. Enough staff must be provided at all times to ensure the terms of this contract are satisfied.

- A. All food service employees meet the specifications of this Contract and are licensed, certified or registered, in their respective areas of performance or service pursuant to applicable laws and regulations.
- B. Firm's employees must be at least twenty-one (21) years of age.

- C. Firm's employees shall be free from any physical, emotional or mental condition that may adversely affect their performance. Written certification of compliance must be submitted to the County prior to the employee entering the facility.
- D. Firm's employees shall agree, in writing, they understand their person and any personal belongings entering the facility with them are subject to search, without notice, at the discretion of the County.
- E. Firm's employees shall not bring matches, lighters, or tobacco products in the facility. Gila County's public buildings and facilities as well as the immediate areas surrounding them are smoke-free (Proposition 201-Smoke Free Arizona).
- F. Firm's employees must abide by all County Rules and regulations governing the detention facility
- G. Firm will maintain the sufficient staff to perform the service if the detainee population grows during the term of the contract.

### **Sanitation Requirements**

Firm is responsible for providing all kitchen cleaning aids, washing down and keeping neat the designated detention facility service kitchen areas, food preparation areas, storage area, dining area, food trays, carts, utensils, cooking equipment, and loading dock areas, in compliance with ACA Standards. Sanitation will comply with Federal, State, and Local regulations and standards.

- A. Firm will maintain the hygiene of the kitchen so as to pass any and all County and/or State Health Agencies' inspections with satisfactory ratings and inclusive of ACA Standards.
- B. Firm shall provide only County preapproved cleaning supplies and other necessary items for day to day operation.
- C. Firm shall provide the appropriate number of staff to support the cleaning operations.
- D. Firm agrees to prepare and timely remove to onsite dumpsters all trash and garbage from kitchen and dining area.
- E. Firm agrees to establish a log for hazardous materials and comply with all applicable laws and standards concerning the use, storage, and handling of such hazardous materials or substances.
- F. Grease will be removed in accordance with Local Health Codes.

### **County Obligations**

- A. County will provide number of meals to be ordered each day and time meals are to be given. If information is not provided to the Firm then the number of meals and time from the prior day shall be used.
- B. Adequate heat, light, ventilation and all other utilities needed for the provisions of food service under the terms of this contract shall be supplied to the Firm by the County.
- C. Security, control, and limitation of inmate movement into and out of the food service area, including physical security of employees, suppliers, and other authorized visitors.
- D. Facility inspections made by the County when deemed necessary, with or without advance notice to the Firm.

### **Firm Supplied Programs**

Awarded firm shall be required to provide the following programs:

- Provide a program training inmate in the areas of food service and practical work experience.
- Provide employee training to prepare employees to work in a correctional environment teaching them to handle offender manipulation effectively.
- Provide a program to ensure all operations consistently meet a high standard of production and service.

## **LAUNDRY SERVICE REQUIREMENTS**

In-house laundry services shall be performed at the Globe Detention Center located at 1100 South St., Globe, Az.

### **In-House Laundry Service**

- A. Firm shall provide complete laundry service for and including but not limited to kitchen linens, bedding, cleaning supplies, and inmate clothing, etc.
- B. Firm shall purchase and supply all County approved chemicals, commodities, and cleaning supplies.
- C. Firm shall ensure all laundry staff are trained to perform quality laundry service.
- D. Firm will provide adequate staff to oversee and service all aspects of the laundry operations.
- E. Laundry service will include, but not limited to, washing, drying, and folding as normally required in a quality laundry service.
- F. Laundry must be washed according to infection control standards per CDC. 160 degrees water temp and 50-150 ppm of chlorine bleach depending on the load/washer size used for 25 minutes.
- G. At no time should soiled laundry come into contact with clean laundry.
- H. All miscellaneous items required for the Firms staff safety in laundry operations will be provided by the Firm.
- I. Laundry carts that had soiled laundry in them must be sanitized per sanitizers manufactures instruction and dried before placing clean laundry in them.
- J. Clean and sanitized carts are not to come in contact with any soiled carts or laundry.
- K. All laundry items shall be washed, extracted, tumbled and ironed, if required, with only non-allergic soaps, detergents, bleaches or other chemicals to render the finished products clean.
- L. Firm shall maintain and clean equipment as to keep in excellent working order for daily operations.
- M. Sorting of laundry will take place prior to processing to ensure correct processing of whites, colors, and other laundered items.
- N. Laundry must be properly dried before sorting and folding.
- O. Items that are torn, frayed, thin, or damaged must be separated after laundry process and kept in separate cart for repair or discard.
- P. All cleaning rags and mops must be clean, free from odor and bleach rot.
- Q. All cleaning rags and mops are to be separated based, placed into a clean plastic bag, and returned to correct location.
- R. At no time will any clean rags or mops be transported in the same clean resident laundry carts-they must be in their own clean cart.
- S. All kitchen and food service linens will be laundered separate from other items and returned to the food service area in separate plastic bags.
- T. Firm will maintain sufficient staff to perform the service if the detainee population grows during the term of the contract.

### **County Obligations**

- A. County shall provide adequate heat, light, ventilation, water and all other utilities required for the provision of in-house laundry service under the terms of this contract.
- B. County shall provide security, control, and limitation of inmate movement into and out of the laundry area, including physical security of employees, suppliers, and other authorized visitors.
- C. Inmates on occasion, per County request, may assist in laundry transport to and from laundry area.
- D. County shall determine the time laundry service operations are performed in order to conserve energy.

## SECURITY CLEARANCE

Gila County reserves the right to conduct a security clearance, i.e. background check, of all employees of the awarded Firm who the Firm wishes to assign to the Gila County Detention Facility. Only those employees who successfully pass the background process may be utilized at the Facility.

- All Firm staff must complete the Waiver of Liability and Release Form on page 30 of this bid packet prior to working at facility.

## PROPOSAL EVALUATION PROCESS

All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Firm whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria:

### Evaluation Criteria

1. Experience in detention center food preparation and laundry service including verifiable past performance of similar contracts. (Reference page 23) (40 points)
2. Proposal Cost. (Price Sheet page 19) (50 points)
3. Staff and use of existing personnel. (Page 20) (10 points)

**Firm must provide copies of all required Arizona Certifications in handling the scope of service provided in this request for proposals.**

## PAYMENT

Upon receipt and acceptance of goods and services a monthly invoice shall be submitted by the Firm to the County in accordance with proposed amount on Cost Sheet, pages 19-20 of contract.

## WALK THROUGH

There will be a mandatory walk through held June 13, 2019, 10:00 A.M., at the Gila County Globe Detention Center located at 1100 South St., Globe, Az.

## INQUIRES

Requests for additional information relating to this RFP should be directed to the Purchasing Department at (928)402-4355 or emailed to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Firm must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 pm, June 17, 2019, will not be answered.

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

## **INSTRUCTIONS TO OFFERORS**

Important: Exhibit "A", Instructions to Bidders and Exhibit "B", Bidders Award Agreement, are basic content to Gila County Bid packages. Individual bids may require different language for instructions and award agreements. Where applicable, such changes will appear in Exhibit "C", Minimum Product Specifications and Information and taken precedence over the language appearing in Exhibits "A & B".

### **EXHIBIT "A" INSTRUCTIONS TO BIDDERS**

#### **Preparation of Sealed Proposal**

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

#### **Amendments**

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

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 28.

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

#### **Offer & Acceptance Period**

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

### **Discussions**

The County reserves the right to conduct discussion with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

### **Public Record**

All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review after contract award notification.

Proposal results ARE NOT provided in response to telephone or written inquiries. A tabulation of proposals received is on file in the Gila County Board of Supervisors Office, and Gila County Website, and available for review after contract award.

### **Late Proposals**

Any proposal received later than the date and time specified on the Notice of Request for Proposal will not be considered.

### **Submittal Proposal Format**

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

1. By signature in the offer section of the Offer and Acceptance page 30, Firm certifies:
  - A. The submission of the proposal did not involve collusion or other anti-competitive practices.
  - B. The Firm has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Firm awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Firm's errors or omissions. Negligence in preparing an offer confers no right to the Firm unless the Firm discovers and corrects such errors prior to the Proposal deadline.

### **The Proposal shall be submitted in a sealed envelope as follows:**

1. A minimum of Two (2) copies, both with original signatures shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.

3. The Proposal Title "*Food and Laundry Service for Gila County Detention Center*", RFP No., "*040319*", Date "*June 20, 2019*", and time "*3:00 PM*" of Proposal opening shall be written on the outside of the sealed envelope.
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

### **GENERAL TERMS AND CONDITIONS**

#### **Award of Contract**

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

#### **Protests**

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

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

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

### **Laws and Ordinances**

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

### **EXHIBIT "B" BIDDER AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Firm, their agents, subFirms and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Firm's signature(s) appearing on page 29, *Bidders Offer Page*, and Exhibit "D" *Bidders Qualification and Certification Forms(s)* page 21-22.

### **Overcharges by Antitrust Violations**

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

### **Authority to Contract**

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

### **Independent Firm**

Firm is an independent Firm of the County. Firm 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. Firm warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any sub Firms will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Firm that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Firm nor any employee of the Firm shall be deemed an officer, employee, or agent of the County.



### **Contract Amendments**

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

### **Contract Default**

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

### **Right to Assurance**

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

### **Costs and Payments**

- **Payment:** Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Firm shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices may be submitted bi-monthly for services performed under this contract.
- **Payment of Taxes:** The Firm shall be responsible for paying all applicable taxes.
- **Tax Indemnification:** Firm and all sub Firms shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Firm. Firm shall require all sub Firms to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- **IRS W9 Form:** In order to receive payment, the Firm shall have a current IRS W9 Form on file with the County unless not required by law.

Note: If County receives a Preliminary Lien Notice from a sub Firm the Firm will provide Lien Waivers prior to Firm receiving payment.

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

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

herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Firm.

### **Cancellation of County Contracts**

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

### **Termination of Contract**

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part.

If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

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

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

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

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

### **Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subFirm unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and conditions.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such

delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

### **Indemnification Clause**

Firm shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Firm or any of its owners, officers, directors, agents, employees or sub Firms. 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 Firm to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Firm from and against any and all claims. It is agreed that Firm 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 Firm 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 Firm for the County.

### **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.

## **MINIMUM SPECIFICATIONS**

### **EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS**

#### **Purpose**

It is the intent of this Invitation for Proposals to enter into a contract with a Correctional Food Service Provided to provide Food and Laundry Service, and Materials for the Gila County Detention Center.

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

#### **General Purpose**

1. All product specifications are **minimum**.
2. Firm should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
4. The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
5. Firm shall review its Proposal submission to assure the following requirements are met.
  - a. One (1) original and one (1) copy, total of two (2), all with original signatures shall be submitted

- b. Qualification and Certification Forms
- c. Price Sheet
- d. References List
- e. No Collusion Certification
- f. Intentions Concerning Subcontracting
- g. Legal Arizona Workers Act Compliance
- h. Checklist & Addenda Acknowledgment
- i. Offer Page
- j. Background Investigation Authorization

### **Proposal Pricing & Term**

1. Prices shall be in effect for the duration of the contract period. Firm shall incorporate all profit and discount into their price.
2. The term of the contract shall commence upon award and shall remain in effect for a period of four (4) years.
3. Per meal prices shall automatically be adjusted, up or down, on each anniversary of the Effective Date, according to the yearly unadjusted percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor. The period for determining CPI-FAH shall be June of the immediately preceding year to June of the then-current year (the "Base Period"). For example, if on the anniversary date of the Effective Date of the yearly unadjusted percentage change in the "CPI-FAH" is 3.1, then each of the per meal prices shall be automatically increased 3.1 percent from the prices previously in effect on the anniversary date. Any cost adjustments must meet the Board of Supervisor's approval by an amendment to the contract prior to any such adjustment.

### **Ordering and Delivery:**

1. ORDERING: Gila County does not warrant the order of any equipment or services prior to actual need. Gila County's personnel may re-order equipment or services as it becomes necessary or based on the required needs within the County during the term of this contract.
2. PRODUCT DELIVERY: Gila County Sheriff's Office, 1100 South Street, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

### **Negotiations with Individual Firms**

Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Firms Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.

- a. Any Response to a request for Clarification of a Proposal shall be in writing.
- b. Gila County shall keep a record of all Negotiations.

### **Evaluation of Proposal and Negotiations-**

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

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

For the purposes of conducting Negotiations with Firms, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

- a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Firms for the purpose of determining source selection and/or Contract Award.
- b. Exclusive Negotiations: A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Firm whose Proposal is determined in the selection process to be most Advantageous to the County.
- c. Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
  - a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Firm.
  - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Firm without the need to repeat the formal Solicitation process.

#### **Term and Renewal**

The term of the Contract shall commence upon award and remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Firm agrees that the County shall have the right, at its sole option, to renew the Contract for three (3) more additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period.

#### **Evaluation of Proposal**

Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance and percentage weight.

- a. Cost (50%)
- b. Qualifications and Prior Experience (40%)
- c. References (10%)

#### **Negotiations with Individual Firms**

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Firms Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.
  - a. Any Response to a request for Clarification of a Proposal shall be in writing.
  - b. Gila County shall keep a record of all Negotiations.
- For the purposes of conducting Negotiations with Firms, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
  - a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Firms for the purpose of determining source selection and/or Contract Award.

- b. Exclusive Negotiations: A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Firm whose Proposal is determined in the selection process to be most Advantageous to the County.
- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
  - a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Firm.
  - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Firm without the need to repeat the formal Solicitation process.

## INSURANCE REQUIREMENTS

Firm and sub Firms 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 Firm, his agents, representatives, employees or sub Firms.

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 Firm from liabilities that might arise out of the performance of the work under this contract by the Firm, his agents, representatives, employees or subFirms and Firm is free to purchase additional insurance as may be determined necessary.

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

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

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

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

- a. Policy shall be endorsed to **include master key coverage.**
- b. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Firm".**
- c. Policy shall be endorsed to **include coverage for "care-custody-control".**

- 2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

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

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

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

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

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

- F. **SUBFIRMS:** Firms' certificate(s) shall include all sub Firms as additional insured's under its policies **or** Firm shall furnish to the County separate certificates and endorsements for each sub Firm. All coverages for sub Firms shall be subject to the minimum requirements identified above.
- F. **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.

**PRICE SHEET**

Please complete price sheet in its entirety. Cost proposed equals 50% of evaluation criteria as noted on page 16 of bid packet.

Firm Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Daily Meal Average	Globe D.C. Meal Rates	**Substation Meal Rates
1 – 50 Meals	\$ _____	\$ _____
51 – 83 Meals	\$ _____	\$ _____
84 – 117 Meals	\$ _____	\$ _____
118 – 150 Meals	\$ _____	\$ _____
151 – 183 Meals	\$ _____	\$ _____
184 + Meals	\$ _____	\$ _____

**Gila County Detention Center Location: 1100 South Street, Globe, Arizona 85501**

All meals shall be made at the Gila County Detention Center location in Globe.

\*Meals for the Substation shall be premade and frozen by the Firm for transport by County staff to the Payson location.

<b>LAUNDRY SERVICE RATES</b>
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Items are listed as follows, but not limited to:

- Kitchen Supplies
- Cleaning Supplies
- Inmate Bedding
- Inmate Clothing

**\*WEEKLY RATE**

\*Cost based on an average of 150 inmates per day.

\$ \_\_\_\_\_



**Intentions Concerning Staff:** (10% of evaluation criteria) Describe your intentions concerning retention of existing staff. Weight will be given to bidders that intend to minimize turnover of existing staff or adequately explain how use of new staff will provide better service.

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**QUALIFICATION AND CERTIFICATION FORMS**

**EXHIBIT “D” Bidder Qualifications and Certification**

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

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

**Contract Number 040319 Food and Laundry Service for Gila County Detention Center**

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Firm:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Had Firm (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_Yes \_\_\_\_\_No. If “Yes”, give details, including the date, the contracting agency, and the reasons Firm failed to perform in the narrative part of this Contract.
3. Has Firm (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_Yes \_\_\_\_\_No. If “Yes”, give details, including the date, the contracting agency, the reasons for the Firms disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Firm prior to contract expiration date (under your Firm’s present or any previous name)? \_\_\_\_\_Yes \_\_\_\_\_No. If “Yes”, give details including the date, the contracting agency, and the reasons Firm was terminated in the narrative part of this Contract.
5. **FIRM MUST ALSO PROVIDE AT LEAST THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
  - a. A brief history of the Company.
  - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
  - d. List the specific qualifications the Firm has in supplying the specified services.
  - e. A list of any sub Firms (if applicable) to be used in performing the service must accompany the Proposal.
  - f. Sealed list of “equipment used” in performing the services must accompany proposal submitted by Firm.
  - g. Gila County reserves the right to request additional information.

6. Firm Experience Modifier (e-mod) Rating in Arizona: \_\_\_\_\_  
(If Applicable)

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

7. Current Firm Business License Number: \_\_\_\_\_  
(If Applicable)

8. Firm must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**REFERENCE LIST**

**References**

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

1. Company Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
Job Length of Time: \_\_\_\_\_ Months \_\_\_\_\_ Years  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
Job Length of Time: \_\_\_\_\_ Months \_\_\_\_\_ Years  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
Job Length of Time: \_\_\_\_\_ Months \_\_\_\_\_ Years  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

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

[illegible]

(Name of Individual)

being first duly sworn, deposes and says:

That he is \_\_\_\_\_  
(Title)  
of \_\_\_\_\_ and  
(Name of Business)

That he is bidding on **Gila County BID NO. 040319 FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER, in Arizona** and,

That neither he nor anyone associated with the said \_\_\_\_\_

(Name of Business)

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

Name of Business

By

Title

**Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

**Notary Public**

**My Commission expires:**

**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids for Request for Proposals No. 040319, Food and Laundry Service for Gila County Detention Center, my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any sub Firms (if applicable) to be used in performing the service must accompany the Proposal response. The list must include the sub Firms name, address, and phone number.

Any sub Firm not listed with the bid must be approved by the County Facilities Manager prior to providing any work pursuant to this contract. Further, Firm warrants that all sub Firms will comply with all terms and conditions of this contract including but not limited to all insurance and worker's compensation coverage provisions of this contract. The County reserves the right to terminate the contract if the Firm fails to comply with the provisions of this certification.

- ☐ It is my intention to subcontract a portion of the work.
- ☐ It is not my intention to subcontract a portion of the work.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
By: (Signature)

\_\_\_\_\_  
Title

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

As required by A.R.S. § 41-4401, Firm hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Firm further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If Firm 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. Firm 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). The County retains the legal right to inspect the papers of the Contractor and its subcontractors engaged in performance of this Agreement to ensure that the Contractor 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.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Typed Name and Title of Authorized Representative

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Signature of Authorized Representative

☐ I am unable to certify the above statements. My explanation is attached.



**BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Firm fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be “non-responsive” and rejected.

**CHECKLIST:**

**REQUIRED DOCUMENT**

**COMPLETED / EXECUTED**

QUALIFICATION & CERTIFICATION FORM

\_\_\_\_\_

PRICE SHEET

\_\_\_\_\_

REFERENCE LIST

\_\_\_\_\_

NO COLLUSION IN BIDDING

\_\_\_\_\_

INTENTIONS IN SUBCONTRACTING

\_\_\_\_\_

LEGAL ARIZONA WORKERS ACT COMPLIANCE

\_\_\_\_\_

CHECKLIST & ADDENDA ACKNOWLEDGMENT

\_\_\_\_\_

OFFER PAGE

\_\_\_\_\_

BACKGROUND AUTHORIZATION

\_\_\_\_\_

CERTIFICATION REGARDING DEBARMENT

\_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
INITIALS	_____	_____	_____	_____	_____
DATE	_____	_____	_____	_____	_____

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Firm:

\_\_\_\_\_  
By:

Each proposal shall be sealed in an envelope addressed to the Gila County Purchasing Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 040319 Food and Laundry Service for Gila County Detention Center.* All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Copper Building, Globe, AZ on or before Thursday, June 20, 2019, 3:00 pm.

**OFFER AND ACCEPTANCE**

**TO GILA COUNTY:**

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

Signature also certifies the Firms 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 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.

Pursuant to A.R.S. §35-397 the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**Firm Submitting Proposal:**

\_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City State Zip

**For Clarification of this Offer, Contact:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

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

**ACCEPTANCE OF OFFER**  
***(For Gila County use only)***

The Firm is now bound to provide the materials or services listed in RFP No.: 040319 including all terms and conditions, specifications, amendments, etc. and the Firm's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. 040319.

**GILA COUNTY BOARD OF SUPERVISORS**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Tim R. Humphrey, Chairman, Board of Supervisors

**ATTEST**

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
The Gila County Attorney's Office



**Waiver of Liability and Release Form  
BACKGROUND INVESTIGATION AUTHORIZATION**

I \_\_\_\_\_. \_\_\_\_\_ hereby give the Gila County Purchasing Department the right  
(Print First, Middle Initial, & Last Name)  
to make a thorough investigation of my background as part of the bidding proposal process for Bid No.040319.

The term "back-ground investigation" as used in this document refers to any and all information and sources of information that may be deemed necessary to obtain or contact, to determine the offerors fitness as a bid award candidate.

I understand that I do not have to agree to this background investigation, but that refusal to do so may exclude me from consideration for bid award.

I understand that information collected during this investigation will be limited to that appropriate to determining my suitability for the project out for bids and that all such information collected during the investigation will be kept confidential.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the Purchasing Department, its agents or employees.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the Purchasing Department, its agents or employees for any statements, acts or omissions in the course of my background investigation.

I release from liability given by me to the political division, its officers, agents and employees, all others as mentioned above, shall apply to any rights of action arising from the denial of bid award based on information received from the background investigation.

***Please read carefully before signing.***

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

Date of Birth: \_\_\_\_\_

**ARF-5440**

**Regular Agenda Item 3. D.**

**Regular BOS Meeting**

Meeting Date: 05/21/2019

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: 2019/2020

Budgeted?: No

Contract Dates 4/11/2019

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Adopt reimbursement Resolution No. 19-05-07 for the purchase of the property located at 112 W. Cedar Lane, Payson, Arizona 85541.

Background Information

On March 19, 2019, the Board approved the purchase of the property located at 112 W. Cedar Lane, Payson, Arizona to be used by the Probation Department as probation offices, group treatment rooms, individual treatment rooms, a juvenile respite center, and teen center. The total purchase price of the building \$290,148.

Evaluation

This resolution is official intent relating to reimbursement for the original expenditures for the Payson Probation/Juvenile Project in an amount not to exceed \$290,148 occurring on or after April 11, 2019, which are capital expenditures (being any cost of a type that is properly chargeable to a capital account [or would be so chargeable with a proper election] under general federal income tax principles.) (The maximum principal amount of obligations [including the reimbursement bonds for such purposes] to be issued for the Payson Probation/Juvenile Project will not exceed \$10,100,000.)

Conclusion

The reimbursement resolution is required to be passed within 60 days of the purchase of the property at 112 W. Cedar Lane, Payson, Arizona 85541 so that the purchase price of the property can be included in the future financing package for the capital project plan as detailed by the County Manager at the Board meeting held on 4/16/19.

Recommendation

Staff recommends adopting the reimbursement resolution.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 19-05-07 to be reimbursed for the purchase of the property located at 112 W. Cedar Lane, Payson, Arizona 85541 in the amount of \$290,148 as allowed under Treasury Regulation, Section 1.150-2. **(Mary Springer)**

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Attachments

Resolution No. 19-05-07

Amended Resolution No. 19-05-07 per BOS vote

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## **RESOLUTION NO. 19-05-07**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA DECLARING, FOR PURPOSES OF TREASURY REGULATION, SECTION 1.150-2, ITS OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATING TO THE “PAYSON PROBATION/JUVENILE PROJECT”**

**WHEREAS**, Gila County, Arizona, (hereinafter referred to as the “County”), is authorized and empowered pursuant to law to issue or cause to be issued obligations to finance the costs of various capital facilities owned or to be owned by the County; and

**WHEREAS**, it is contemplated that certain expenditures made by the County with regard to capital facilities owned or to be owned by the County with regard to the purchasing of a building at 112 W. Cedar Lane, Payson, Arizona 85541 (hereinafter referred to as the “Payson Probation/Juvenile Project”) will be reimbursed from the proceeds of the sale of obligations to be issued in the future by or on behalf of the County;

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

Section 1. Definitions. The following terms shall have the meanings assigned thereto as follows:

“Official Intent(s)” means a declaration of intent of the County to reimburse an original expenditure with proceeds of an obligation.

“Original Expenditure(s)” means an expenditure for a governmental purpose that is originally paid from a source other than a reimbursement bond.

“Reimbursement Bond(s)” means the portion of an issue of obligations allocated to reimburse an original expenditure that was paid before the issue date of such issue.

Section 2. Official Intent. This Resolution is Official Intent relating to reimbursement for the Original Expenditures for the Payson Probation/Juvenile Project in an amount not to exceed \$290,148.00 occurring on or after April 11, 2019, which are capital expenditures (being any cost of a type that is properly chargeable to a capital account [or would be so chargeable

with a proper election] under general federal income tax principles.) (The maximum principal amount of obligations [including the Reimbursement Bonds for such purposes] to be issued for the Payson Probation/Juvenile Project will not exceed \$10,100,000.)

Section 3. Reasonableness of Official Intent. On the date of this Resolution, the Board of Supervisors of the County have a reasonable that it will reimburse such Original Expenditures with proceeds of such obligations.

Section 4. Reimbursement Period. With certain exceptions, an allocation in writing that evidences use of proceeds of the Reimbursement Bonds to reimburse the Original Expenditures shall be made not later than eighteen (18) months after the later of the date that the Original Expenditure is paid.

Section 5. Public Record. This Resolution shall be included as of the date hereof in the publicly available official records of the County, such records being maintained and supervised by the Clerk of the County, being the main administrative office of the County, and shall remain available for public inspection on a reasonable basis.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of May 2019, at Globe, Gila County, Arizona.

Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

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

\_\_\_\_\_  
Tim R. Humphrey, Chairman

Approved as to form:

\_\_\_\_\_  
The Gila County Attorney's Office





## **RESOLUTION NO. 19-05-07**

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

\_\_\_\_\_  
Tim R. Humphrey, Chairman

Approved as to form:

\_\_\_\_\_  
The Gila County Attorney's Office

**ARF-5448**

**Regular Agenda Item 3. E.**

**Regular BOS Meeting**

Meeting Date: 05/21/2019

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY2020/2021

Budgeted?: Yes

Contract Dates 07/01/2019 to

Grant?: No

Begin & End: 07/01/2021

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Request to advertise Request for Qualifications Nos. 041219, 041319, 041419, 041819 – for architectural firms and construction manager at risk firms for the Payson Complex project and the Globe Animal Care and Control facility.

Background Information

The Request for Qualifications "RFQ" process is a two-phase process. The first phase is solely to review qualifications. A bid amount (pricing) is not solicited at this time. Once the responses are received by the designated date, an evaluation committee will be assembled to evaluate the responses based on scoring criteria identified in the RFQ and, if necessary, interviews with short listed firms will be conducted. The second phase of the RFQ process is to negotiate a price with the selected firms. Upon completion of the negotiations, County staff is confident that an appropriate price has been reached with the successful respondents for the scope of work to be performed. On April 16, 2019, the County Manager presented the proposed capital investments. The RFQ process for these projects is the next step moving forward.

Evaluation

County staff reviewed the different methods by which the capital projects will be accomplished and determined that the partnership between the County, architect and construction manager at risk is a project delivery method that will incorporate value engineering while the design is underway so that a guaranteed maximum price for construction will be

determined prior to the construction phase.

### Conclusion

Gila County is seeking qualified architects and construction manager at risk firms to assist the County in completing the Payson Complex and Globe Animal Care and Control capital projects as presented by the County Manager on 4/16/19.

### Recommendation

The Finance Director recommends and requests that the Board of Supervisors authorize the advertisement of RFQ Nos. 041219, 041319, 041419, 041819 – for architectural firms and construction manager at risk firms for the Payson Complex project and the Globe Animal Care and Control facility to be published for two consecutive weeks in the Arizona Silver Belt newspaper.

### Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Qualifications Nos. 041219, 041319, 041419, 041819 – for architectural firms and construction manager at risk firms for the Payson Complex project and the Globe Animal Care and Control facility in the Arizona Silver Belt for publication on 5/29/19 and 6/05/19. **(Mary Springer)**

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### Attachments

Req to advertise cap proj

RFQ 041419-Payson

RFQ 041819-Animal Shelter

RFQ 041219-Payson

RFQ 041319-Animal Shelter

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## GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR RFQ

All departments procuring purchases in excess of \$50,000.00 that requires advertising for bids must follow Gila County Procurement Procedures and must complete **item "I"** of this form prior to such a purchase. The requesting Department is responsible for writing the necessary specifications and routing them, including this form, accompanied by a *Bid Request Form* to the Procurement Department. This form must be completed, accurate, and have a copy of the specifications attached before routing begins. All Calls for Bid/Proposals and specifications will be in accordance with the Arizona Revised States and the latest version of the Gila County Purchasing Policy and Procedures.

IS THIS A CALL FOR: RFQ   X   PROPOSAL        DEPARTMENT NAME   Administration  

FUNDING: FUND NO.:  1007  DEPT NO.:  201  PROGRAM NO.:  201  LOCATION NO.:  000  ACCOUNT NO.:  4210.70 

**I. DESCRIPTION:** List item(s) to be purchased, Purpose, Spec. Summary, Estimated Cost and Funding Source. *It is the intent of this solicitation to establish a contract with a contractor to provide for janitorial service of facilities located in Southern Gila County.*

Request to Advertise Request for Qualifications No's. 041219, 041319, 041419, 041819 – for Architectural firms and Construction Manager at Risk firms for the Payson Complex project and the Globe Animal Care and Control facility.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Signature indicates material specifications are approved as written.  
Elected Officials or Department Head

### **II. DEPARTMENTAL INFORMATION ONLY**

BID NO.:  041219, 041319, 041419, 041819   
(For Procurement Use Only)

#### Action Dates:

Department Receipt:   04  /   12  /   19 

Presented to Board:   05  /   21  /   19 

Delivered to Paper:        /        /       

Advertised Dates: From:   05  /   29  /   19 

Closing Date:   08  /   13  /   12 

Awarded to: \_\_\_\_\_

Proposed Delivery Date:        /        /       

Placed on Agenda:   05  /   21  /   19 

Approved to Call:        /        /       

Paper Name:   Arizona Silverbelt  

To:   06  /   05  /   19 

Bid Award Date:   08  /        /   19 

P.O. No.: \_\_\_\_\_

Pre-Bid Meeting:   06  /  10/11  /   19 

### **III. OTHER APPROVAL (only as necessary)**

Public Works: Dept. Head Sign: \_\_\_\_\_ Date:        /        /       

Community Action: Dept. Head Sign: \_\_\_\_\_ Date:        /        /       

MIS Department: Dept. Head Sign: \_\_\_\_\_ Date:        /        /       

### **IV. APPROVED FUNDING**

Finance Director Signature:  \_\_\_\_\_ Date:   4  /  29  /  19 

### **V. LEGAL AND ADMINISTRATIVE APPROVAL (Bid packet must be completed and attached)**

Signed: \_\_\_\_\_ Date:        /        /         
Gila County Attorney's Office

Signed: \_\_\_\_\_ Date:        /        /         
Chairman, Board of Supervisors (Approved as to specifications and information)



## **Gila County Request for Qualifications**

**County Complex New Building Construction, Site Improvements, Grading  
and Drainage Improvements and Sheriff's Office Renovation and Sally port**

**Payson, Arizona**

**Architectural Services**

**RFQ 041419**



## GILA COUNTY

### NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 041419

Architectural Services for County Complex New Building Construction, Site Improvements, Grading and Drainage Improvements and Sheriff's Office Renovation and Sally port, Payson, Arizona

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Notice is hereby given that Gila County is requesting proposals from qualified Firms to

#### SUBMITTAL DUE DATE:

#### RETURN PROPOSAL TO:

GILA COUNTY  
FINANCE DEPARTMENT  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

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

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

Interested bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link: [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php) and downloading the file. Bidders are strongly encouraged to carefully read the entire request for qualifications proposal.

Any questions regarding this request for proposals shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov), 928-402-4355.

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

Dates advertised in the Arizona Silver Belt: 5/29/19 & 6/5/19

Signed: \_\_\_\_\_  
Tim R. Humphrey, Chairman of the Board

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

Signed: \_\_\_\_\_  
The Gila County Attorney's Office

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

## **TABLE OF CONTENTS**

### **REQUEST FOR QUALIFICATIONS**

SECTION 1 - PROJECT DESCRIPTION.....	PAGE 4
SECTION 2 - BACKGROUND.....	PAGE 5
SECTION 3 - SCOPE OF WORK.....	PAGE 5
SECTION 4 - PRE-SUBMITTAL CONFERENCE.....	PAGE 6
SECTION 5 - STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA.....	PAGE 6
SECTION 6 – SUBMITTAL REQUIREMENTS.....	PAGE 8
SECTION 7 – SELECTION PROCESS AND SCHEDULE.....	PAGE 9
SECTION 8 – GENERAL INFORMATION.....	PAGE 10



# REQUEST FOR QUALIFICATIONS – ARCHITECTURAL SERVICES

## GILA COUNTY COMPLEX NEW BUILDING CONSTRUCTION AND SITE IMPROVEMENTS

Gila County is seeking a qualified firm to provide architectural services for the Gila County new 10,000 square foot multipurpose building construction, site improvements at the Payson Complex located at 714 S. Beeline Highway, Payson, Arizona and Sheriff's Office building office remediation and renovation and new sally port located at 108 W. Main Street, Payson, Arizona. The project properties are adjacent to each other.

### **SECTION 1 – PROJECT DESCRIPTION**

In April 2019 the Gila County Board of Supervisors approved the County capital improvement plan which includes site improvements, new building construction, existing buildings demolition, building renovation, site grading and drainage improvements, and parking lot pavement at the County complex located at 714 S. Beeline Highway and 108 W. Main Street, Payson, Arizona. The improvements to the site at 714 S. Beeline Highway 87 will be a 10,000 square foot multipurpose new building to include space for a Superior Court to hold jury trials, Board of Supervisors meeting chambers, offices for elected officials to conduct county business, security features to include a secure entrance and sally port for safe transport of incarcerated individuals. The project also includes remediation and renovation of the Sheriff's Office, 108 W. Main Street, administrative areas, provide space for kitchen and laundry facilities for the jail and a secure sally port. The project will require a phased approach and will include demolition of three existing buildings and site grading and drainage improvements between the court complex on Beeline Highway 87 and the Sheriff's Office on Main Street. The project properties are adjacent to each other.

The procurement process for this project will consist of three steps:

1. Evaluation of all responsive Statement of Qualifications
2. May include interviews with at least three but no more than five of the top-rated firms or teams.
3. Development of a final ranked list of at least three but no more than five firms or teams

The County will then enter into contract negotiations with the top-ranked firm or team from the final ranked list. If these negotiations are not successful and do not result in a contract, the County will enter negotiations with the next highest ranked firm or team on the final selection list. And so forth.

The architect shall work closely with the Construction Manager at Risk firm/team during the design and construction phases of the project.

The anticipated project schedule is to begin design and preconstruction services in September 2019 and complete construction in April 2021.

The total all-inclusive budget (design, engineering and CMAR) for this project is \$3,900,000.

It is expected that this project will be conducted in phases to allow time for the completion of the new multipurpose building, relocation of offices to the new building, demolition of existing buildings, grading and drainage improvements, and construction of the new sally port and office renovations at the Sheriff's Office.

## **SECTION 2 – BACKGROUND**

Gila County was founded on February 8, 1881 and covers 4,796 square miles. The population of Gila County as of 2017 was 53,501 and the County seat is located in Globe, Arizona. The County provides services to citizens living in the northern region in several locations within the Town of Payson. The existing Superior Court facilities at the 714 S. Beeline Highway building does not have the facilities to accommodate jury trials. The Board Chambers and Elected Officials offices are spread out in several buildings in separate locations within the Town of Payson. The Beeline and Main Street properties sits on the edge of the Payson Historic District, project properties are adjacent to each other, and is situated in a flood prone area.

A new 10,000 square foot building to be located on the Beeline Highway 87 property will provide space for a multipurpose room to be used as a courtroom for jury trials, Board of Supervisors meeting chambers, public meeting room, secure sally port, and will include space to consolidate all the Elected Offices and the services they provide to citizens.

The Sheriff's Office located at 108 W. Main Street was built in 1963 and the improvements to this aging structure include asbestos remediation, administrative office renovations, new secure sally port, upgraded kitchen and laundry facilities.

Building demolitions and site grading and drainage improvements will also be required as part of this project to provide space for the new building construction, sally port at the new building and sally port at the Sheriff's Office, and parking facilities.

## **SECTION 3 – SCOPE OF WORK**

Architectural services will include all design and engineering required to accomplish the work identified in the project description. The County will procure a Construction Manager at Risk (CMAR) firm/team to construct the improvements.

Architectural firm/team will collaborate with County and CMAR firm to produce the most cost-effective options to deliver the site improvements in a multi-phase approach.

Architectural firm/team shall provide project management services to ensure project adheres to budget and schedule.

Architectural firm/team shall review all CMAR progress payments and certify completion prior to submitting for processing.

The total all-inclusive budget (design, engineering and CMAR) for this project is \$4,100,000.

#### **SECTION 4 – PRE-SUBMITTAL CONFERENCE**

A pre-submittal conference and walkthrough of the sites at 714 S. Beeline Highway and 108 W. Main Street, Payson, Arizona will be conducted on June 12, 2019 at 10:00 am at the Gila County Sheriff's Office 108 W. Main Street, Payson, Arizona 85541. At this meeting the project team will discuss the scope of work, general contract issues and respond to questions from attendees. **The County staff will not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal conference, it is strongly recommended that interested Contractors send a representative to the pre-submittal conference.**

#### **SECTION 5 – STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA**

The Architectural Services Firm will be selected through a qualifications-based selection process. Firms interested in providing the architectural services for this project shall submit a Statement of Qualifications (SOQ) that addresses the following:

##### **A. General Information (10 Points)**

1. Provide a general description of the firm and/or team that is proposing to provide the architectural services, including the legal organization of the proposed company or team. Provide physical location of the lead firm's principal location. Provide an organization chart showing key personnel. For each key person, provide the following:
  - a. Percentage of time to be committed to each phase of the project
  - b. Length of time with the company
  - c. Applicable professional registrations/licensures, certifications, and educational information for key personnel
2. Provide the following information about the proposed firm/team:
  - a. List the Arizona professional licenses held by the key personnel who will be assigned to this project.
  - b. Identify any contract or subcontract held by the company or officers of the company, which has been terminated within the

last five years. Identify any claims (public or private, including 3<sup>rd</sup> party claims) arising from a contract, which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and outcomes.

**B. Experience and Qualifications of the firm/team and key personnel (25 points)**

1. Provide a list of projects of comparable character, size, budget and complexity on which the firm/team served as architect. For each reference project, provide the following information:
  - a. Description of the project, including project name and location
  - b. Project owner
  - c. Role of the firm/team and percent of work self-performed by the firm. List any services provided during course of the project.
  - d. Role of each key team member who worked on the reference project and the percentage of time spent on said project.
  - e. Project's original estimated construction cost and final construction cost. Explain if there is a difference.
  - f. Reference information (two contacts per project, including roles on the projects, current telephone numbers, and correct email addresses)
2. Overall evaluation of the firm/team and its perceived ability to provide the required services will be considered along with the evaluator's perception of the clarity, completeness, and presentation of the Statement of Qualifications. This is to be determined by the selection panel members. No submittal response is required for this item. Information obtained from the Statement of Qualifications and from any other reliable source may be used in the evaluation and selection process.

**C. Understanding of the project and approach to performing the required services (35 Points)**

Discuss the major issues your firm/team has identified on this project and how your firm/team intends to address those issues. Identify any technical innovations that may be incorporated and/or innovative approaches that will be used in executing work. Also, discuss the particular expertise your firm/team offers and how you propose to use that expertise to benefit the County and add value to the project.

**D. Approach to Cost Control (20 Points)**

Discuss the firm/team's approach to working with an established construction budget and delivering the project at this budget through cost estimating, value engineering, utilizing internal resources, and bidding of the work.

**E. Current workload and the ability of the project team to start by the projected start date (5 Points)**

Provide a table or list that summarizes the current major assignments of all key team members, percentage of time committed to each assignment, anticipated end date of major assignments, and percentage of time to be committed to this project. Also include a statement as to when the team would be available to start work on this project. Firms that demonstrate their ability to start immediately and effectively manage the project, in addition to their current workload, may be awarded up to five points for this sub-category.

**F. Why is your firm the best fit for this project (5 Points)**

Discuss why your firm/team is the best selection for the project. Identify what sets you apart from your competition and how this factor will translate to successful project execution.

**SECTION 6 – SUBMITTAL REQUIREMENTS**

The Statement of Qualifications shall include a one-page cover letter, plus a maximum of twelve (12) pages to address the SOQ evaluation criteria (excluding resumes and bonding letter but including an organization chart with key personnel and their affiliation). Resumes for each team member shall be limited to a maximum length of two pages and should be attached as an appendix to the SOQ. Minimum font size shall be 10pt. Please provide six (6) hard copies and one (1) electronic copy (USB drive) of the Statement of Qualifications by June 27, 2019 at 4:00 P.M. The County reserves the right to accept or reject any and all Statement of Qualifications.

Delivered or hand-carried submittals must be delivered to Gila County Finance Department on the date and time specified in the Request for Qualifications. Late submittals will not be considered and will be rejected. It is the responsibility of the firm to ensure that the proposal is complete, identified as a sealed bid SOQ with the RFQ number clearly displayed on the submittal, and submitted on or before the required date and time.

All submittals shall be sent or delivered to:

Gila County Finance  
1400 E. Ash Street – Copper Building  
Globe, Arizona 85501  
Attention: Betty Hurst

Please be advised that failure to comply with the following criteria may be grounds for deeming your submittal non-responsive and rejected:

- Receipt of SOQ at the place and deadline indicated in the RFQ
- Receipt of the number of copies and electronic copy specified
- Adherence to the page number limit requirement
- Delivery in a sealed package with the project name and RFQ number for which your firm is submitting.
- Providing a signed copy of any addenda issued. It is the firm's responsibility to check the website for any updates to this solicitation and ensure they are included in the submittal package.

## **SECTION 7 – SELECTION PROCESS AND SCHEDULE**

A selection committee will evaluate each SOQ in accordance with the criteria set forth in section 5 above. References may be a factor in determining the final rank-order list; ensure the references provided are accurate. The Selection Committee will produce a rank-ordered list of the submitting firms and interviews will be conducted as part of the selection process with the top ranked firms/teams (minimum of three, maximum of five).

If interviews are not held, the County will enter into negotiations with the top ranked firm and execute a contract upon completion of negotiations. If the County is unsuccessful in negotiating a contract with the top ranked firm/team, the County may then negotiate with the next lower ranked firm/team until a contract is executed. The County may decide to terminate the selection process at any time.

If interviews are held, the top three (3) to five (5) ranked firms/teams will be invited by email to accept or decline the opportunity to interview. Those accepting the invitation will be sent a letter via email giving the criteria to be addressed in the interview and detailed scoring that will be applied during the interview process. The County will enter into negotiations with the top ranked firm and execute a contract upon completion of negotiations. If the County is unsuccessful in negotiating a contract with the top ranked firm/team, the County may then negotiate with the next lower ranked firm/team until a contract is executed. The County may decide to terminate the selection process at any time.

The following tentative schedule has been prepared for this project:

Pre-submittal Conference	June 12, 2019 at 10:00 AM 108 W. Main Street, Payson, AZ
SOQ's Due by 4:00 PM	June 27, 2019
Shortlist Finalized	July 12, 2019
Interviews (week of)	July 22, 2019

**SECTION 8 – GENERAL INFORMATION**

**Compliance with Arizona Revised Statutes (ARS).** Procurement of professional services by a political subdivision of the State of Arizona is governed by ARS Title 34. By submitting a SOQ under this solicitation, the submitter certifies that said submittal and their conduct in relation to this solicitation is in compliance with the requirements of ARS Title 34.

**Instructions.** Gila County will not be held responsible for any oral instructions. Any changes to this Request for Qualifications will be in the form of a written addendum. Interested firms are urged to check the County's website to ensure that any addenda are signed and included in the SOQ submittal.

**County Rights.** Gila County reserves the right to reject any or all Statement of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statement of Qualifications received. No binding contract will exist between the submitter and the County until the County executes a written contract awarded the Gila County Board of Supervisors.

**Protest Policy:** Refer to the County's Procurement Policy BOS-FIN-13 Section 13 Legal and Contractual Remedies for protest notification and procedures.

**Contact with County Employees.** All firms interested in this project (including firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a role in the selection process. This requirement is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process. All contact on this selection process must be addressed to the authorized representative identified in this solicitation.

**No Boycott of Israel 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 A. Violation of this certification by Contractor may result in action by Gila County up to and including termination of this Agreement.

**Questions.** Questions pertaining to the Construction Manager at Risk selection process or contract issues shall be submitted in writing and directed to: Betty Hurst, Finance Department, [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov).



**Gila County Request for Qualifications**  
**Animal Care and Control Facility and Site Improvements**  
**Globe, Arizona**  
**Architectural Services**  
**RFQ 041819**





## GILA COUNTY

### NOTICE OF REQUEST FOR SEALED PROPOSALS RFQ NO. 041819 Architectural Services for Animal Care and Control Facility and Site Improvements, Globe, Arizona

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Notice is hereby given that Gila County is requesting proposals from qualified Firms to

#### SUBMITTAL DUE DATE:

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

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

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

Interested bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link: [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php) and downloading the file. Bidders are strongly encouraged to carefully read the entire request for qualifications proposal.

Any questions regarding this request for proposals shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov), 928-402-4355.

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

Dates advertised in the Arizona Silver Belt: 5/29/19 & 6/5/19

Signed: \_\_\_\_\_  
Tim R. Humphrey, Chairman of the Board

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

Signed: \_\_\_\_\_  
The Gila County Attorney's Office

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

## **TABLE OF CONTENTS**

### **REQUEST FOR QUALIFICATIONS**

SECTION 1 - PROJECT DESCRIPTION.....	PAGE 4
SECTION 2 - BACKGROUND.....	PAGE 5
SECTION 3 - SCOPE OF WORK.....	PAGE 5
SECTION 4 - PRE-SUBMITTAL CONFERENCE.....	PAGE 5
SECTION 5 - STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA.....	PAGE 5
SECTION 6 – SUBMITTAL REQUIREMENTS.....	PAGE 7
SECTION 7 – SELECTION PROCESS AND SCHEDULE.....	PAGE 8
SECTION 8 – GENERAL INFORMATION.....	PAGE 9

# REQUEST FOR QUALIFICATIONS

## GILA COUNTY ANIMAL CARE AND CONTROL FACILITY AND SITE IMPROVEMENTS

Gila County is seeking a qualified Architect Services firm/team for the Gila County new animal care and control facility and site improvements to be located at the Gila County Fairgrounds, 900 E. Fairgrounds Road, Globe, Arizona 85501.

### **SECTION 1 – PROJECT DESCRIPTION**

In April 2019 the Gila County Board of Supervisors approved the County capital improvement plan which includes construction of a new animal care and control facility and site improvements located at 900 E. Fairgrounds Road, at the Gila County Fairgrounds, Globe, Arizona. The improvements to this site will be a new animal care and control facility, wastewater improvements, and grading and drainage improvements, sally port and paved areas. The animal care and control facility will be fully functional and should be sized to house approximately 32 dog runs of various sizes and 18 cat condos.

The procurement process for this project will consist of three steps:

1. Evaluation of all responsive Statement of Qualifications
2. Interviews with at least three but no more than five of the top-rated firms or teams.
3. Development of a final ranked list of at least three but no more than five firms or teams

The County will then enter into contract negotiations with the top-ranked firm or team from the final ranked list. If these negotiations are not successful and do not result in a contract, the County will enter into negotiations with the next highest ranked firm or team on the final selection list. And so forth.

The architect shall work closely with the construction Manager at Risk (CMAR) and be an integral part of this project team during the design and construction phases of the project.

The anticipated project schedule is to begin design and preconstruction services in September 2019 and complete construction in April 2021.

The total budget for this project is \$2,800,000 and budget is inclusive of all costs (Architect, design, and construction).

## **SECTION 2 – BACKGROUND**

Gila County was founded on February 8, 1881 and covers 4,796 square miles. The population of Gila County as of 2017 was 53,501 and the County seat is located in Globe, Arizona. The County provides animal control services to citizens throughout the County. The existing animal care and control facility in Globe, Arizona is slated for future cemetery expansion within two years. The existing building is currently not adequate for the animal care and control operations and is not up to proper standards. It is in the best interest of the County to invest funds into a new animal care and control facility that will be located at County owned property at the fairgrounds. The new facility will include site improvements, wastewater treatment, and new animal control facility building construction that will address current and future needs.

## **SECTION 3 – SCOPE OF WORK**

Architectural services will include all design and engineering required to accomplish the work identified in the project description. The County will procure a Construction Manager at Risk (CMAR) firm/team to construct the improvements.

Architectural firm/team will collaborate with County and CMAR firm to produce the most cost-effective options to deliver the site improvements in a multi-phase approach.

Architectural firm/team shall provide project management services to ensure project adheres to budget and schedule.

Architectural firm/team shall review all CMAR progress payments and certify completion prior to submitting for processing.

The total all-inclusive budget (design, engineering and CMAR) for this project is \$2,800,000.

## **SECTION 4 – PRE-SUBMITTAL CONFERENCE**

A pre-submittal walkthrough of the site and conference will be held at 900 E. Fairgrounds Road at the Gila County Fairgrounds located on Highway 60, Globe Arizona and will be conducted on June 11, 2019 at 10:00 am. At this meeting the project team will discuss the scope of work, general contract issues and respond to questions from attendees. **The County staff will not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal conference, it is strongly recommended that interested Contractors send a representative to the pre-submittal conference.**

## **SECTION 5 – STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA**

The Architectural Services Firm will be selected through a qualifications-based selection process. Firms interested in providing the architectural services for this project shall submit a Statement of Qualifications (SOQ) that addresses the following:

### **A. General Information (10 Points)**

1. Provide a general description of the firm and/or team that is proposing to provide the architectural services, including the legal organization of the proposed company or team. Provide physical location of the lead firm's principal location. Provide an organization chart showing key personnel. For each key person, provide the following:
  - a. Percentage of time to be committed to each phase of the project
  - b. Length of time with the company
  - c. Applicable professional registrations/licensures, certifications, and educational information for key personnel
2. Provide the following information about the proposed firm/team:
  - a. List the Arizona professional licenses held by the key personnel who will be assigned to this project.
  - b. Identify any contract or subcontract held by the company or officers of the company, which has been terminated within the last five years. Identify any claims (public or private, including 3<sup>rd</sup> party claims) arising from a contract, which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and outcomes.

**B. Experience and Qualifications of the firm/team and key personnel (25 points)**

1. Provide a list of projects of comparable character, size, budget and complexity on which the firm/team served as architect. For each reference project, provide the following information:
  - a. Description of the project, including project name and location
  - b. Project owner
  - c. Role of the firm/team and percent of work self-performed by the firm. List any services provided during course of the project.
  - d. Role of each key team member who worked on the reference project and the percentage of time spent on said project.
  - e. Project's original estimated construction cost and final construction cost. Explain if there is a difference.
  - f. Reference information (two contacts per project, including roles on the projects, current telephone numbers, and correct email addresses)
2. Overall evaluation of the firm/team and its perceived ability to provide the required services will be considered along with the evaluator's perception of the clarity, completeness, and presentation of the Statement of Qualifications. This is to be determined by the selection panel members. No submittal response is required for this item. Information obtained from the Statement of Qualifications and from any

other reliable source may be used in the evaluation and selection process.

**C. Understanding of the project and approach to performing the required services (35 Points)**

Discuss the major issues your firm/team has identified on this project and how your firm/team intends to address those issues. Identify any technical innovations that may be incorporated and/or innovative approaches that will be used in executing work. Also, discuss the particular expertise your firm/team offers and how you propose to use that expertise to benefit the County and add value to the project.

**D. Approach to Cost Control (20 Points)**

Discuss the firm/team's approach to working with an established construction budget and delivering the project at this budget through cost estimating, value engineering, utilizing internal resources, and bidding of the work.

**E. Current workload and the ability of the project team to start by the projected start date (5 Points)**

Provide a table or list that summarizes the current major assignments of all key team members, percentage of time committed to each assignment, anticipated end date of major assignments, and percentage of time to be committed to this project. Also include a statement as to when the team would be available to start work on this project. Firms that demonstrate their ability to start immediately and effectively manage the project, in addition to their current workload, may be awarded up to five points for this sub-category.

**F. Why is your firm the best fit for this project (5 Points)**

Discuss why your firm/team is the best selection for the project. Identify what sets you apart from your competition and how this factor will translate to successful project execution.

**SECTION 6 – SUBMITTAL REQUIREMENTS**

The Statement of Qualifications shall include a one-page cover letter, plus a maximum of twelve (12) pages to address the SOQ evaluation criteria (excluding resumes and bonding letter but including an organization chart with key personnel and their affiliation). Resumes for each team member shall be limited to a maximum length of two pages and should be attached as an appendix to the SOQ. Minimum font size shall be 10pt. Please provide six (6) hard copies and one (1) electronic copy (USB drive) of the Statement of Qualifications by June 26, 2019 at 4:00 PM. The County reserves the right to accept or reject any and all Statement of Qualifications.

Delivered or hand-carried submittals must be delivered to Gila County Procurement on the date and time specified in the Request for Qualifications. Late submittals will not be considered and will be rejected. It is the responsibility of the firm to ensure that the proposal is complete, Identified as a sealed bid SOQ with the RFQ number clearly displayed on the submittal, and submitted on or before the required date and time.

All submittals shall be sent or delivered to:

Gila County Finance  
1400 E. Ash Street – Copper Building  
Globe, Arizona 85501  
Attention: Betty Hurst

Please be advised that failure to comply with the following criteria may be grounds for deeming your submittal non-responsive and rejected:

- Receipt of SOQ at the place and deadline indicated in the RFQ
- Receipt of the number of copies and electronic copy specified
- Adherence to the page number limit requirement
- Delivery in a sealed package with the project name and RFQ number for which your firm is submitting.
- Providing a signed copy of any addenda issued. It is the firm's responsibility to check the website for any updates to this solicitation and ensure they are included in the submittal package.

## **SECTION 7 – SELECTION PROCESS AND SCHEDULE**

A selection committee will evaluate each SOQ in accordance with the criteria set forth in section 5 above. References may be a factor in determining the final rank-order list; ensure the references provided are accurate. The Selection Committee will produce a rank-ordered list of the submitting firms and interviews will be conducted as part of the selection process with the top ranked firms/teams (minimum of three, maximum of five).

If interviews are not held, the County will enter into negotiations with the top ranked firm and execute a contract upon completion of negotiations. If the County is unsuccessful in negotiating a contract with the top ranked firm/team, the County may then negotiate with the next lower ranked firm/team until a contract is executed. The County may decide to terminate the selection process at any time.

If interviews are held, the top three (3) to five (5) ranked firms/teams will be invited by email to accept or decline the opportunity to interview. Those accepting the invitation will be sent a letter via email giving the criteria to be addressed in the interview and detailed scoring that will be applied during the interview process. The County will enter into negotiations with the top ranked firm and execute a contract upon completion of negotiations. If the County is unsuccessful in negotiating a contract with the top ranked firm/team, the County may then

negotiate with the next lower ranked firm/team until a contract is executed. The County may decide to terminate the selection process at any time.

The following tentative schedule has been prepared for this project:

Pre-submittal Conference	June 11, 2019 at 900 E. Fairgrounds Road, Globe, Arizona
SOQ's Due by 4:00 PM	June 26, 2019
Shortlist Finalized	July 12, 2019
Interviews (week of)	July 22, 2019
Contract Negotiations/Award	August 2019

## **SECTION 8 – GENERAL INFORMATION**

**Compliance with Arizona Revised Statutes (ARS).** Procurement of professional services by a political subdivision of the State of Arizona is governed by ARS Title 34. By submitting a SOQ under this solicitation, the submitter certifies that said submittal and their conduct in relation to this solicitation is in compliance with the requirements of ARS Title 34.

**Instructions.** Gila County will not be held responsible for any oral instructions. Any changes to this Request for Qualifications will be in the form of a written addendum. Interested firms are urged to check the County's website to ensure that any addenda are signed and included in the SOQ submittal.

**County Rights.** Gila County reserves the right to reject any or all Statement of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statement of Qualifications received. No binding contract will exist between the submitter and the County until the County executes a written contract awarded the Gila County Board of Supervisors.

**Protest Policy:** Refer to the County's Procurement Policy BOS-FIN-13 for Protest notification and procedures.

**Contact with County Employees.** All firms interested in this project (including firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a role in the selection process. This requirement is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process. All contact on this selection process must be addressed to the authorized representative identified in this solicitation.



**No Boycott of Israel 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 A. Violation of this certification by Contractor may result in action by Gila County up to and including termination of this Agreement.

**Questions.** Questions pertaining to the Construction Manager at Risk selection process or contract issues shall be submitted in writing and directed to: Betty Hurst, Finance Department, [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov).



## **Gila County Request for Qualifications**

**County Complex New Building Construction, Site Improvements, Grading  
and Drainage Improvements and Sheriff's Office Renovation and Sally port,  
Payson, Arizona**

**Construction Manager at Risk**

**RFQ 041219**



## GILA COUNTY

### NOTICE OF REQUEST FOR SEALED PROPOSALS RFQ NO. 041219

Construction Manager at Risk for County Complex New Building Construction, Site Improvements, Grading and Drainage Improvements and Sheriff's Office Renovation and Sally port, Payson, Arizona

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Notice is hereby given that Gila County is requesting proposals from qualified Contractors/Firms

#### SUBMITTAL DUE DATE:

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

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

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

Interested bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link: [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php) and downloading the file. Bidders are strongly encouraged to carefully read the entire request for qualifications proposal.

Any questions regarding this request for proposals shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov), 928-402-4355.

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

Dates advertised in the Arizona Silver Belt: 5/29/19 & 6/5/19

Signed: \_\_\_\_\_  
Tim R. Humphrey, Chairman of the Board

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

Signed: \_\_\_\_\_  
The Gila County Attorney's Office

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

## **TABLE OF CONTENTS**

### **REQUEST FOR QUALIFICATIONS**

SECTION 1 - PROJECT DESCRIPTION.....	PAGE 4
SECTION 2 - BACKGROUND.....	PAGE 4
SECTION 3 - SCOPE OF WORK.....	PAGE 4
SECTION 4 - PRE-SUBMITTAL CONFERENCE.....	PAGE 6
SECTION 5 - STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA.....	PAGE 7
SECTION 6 – SUBMITTAL REQUIREMENTS.....	PAGE 9
SECTION 7 – SELECTION PROCESS AND SCHEDULE.....	PAGE 10
SECTION 8 – GENERAL INFORMATION.....	PAGE 11

# REQUEST FOR QUALIFICATIONS

## GILA COUNTY COMPLEX NEW BUILDING CONSTRUCTION AND SITE IMPROVEMENTS

Gila County is seeking a qualified Construction Manager at Risk to provide pre-construction services assistance and complete Construction Services as the CMAR for the Gila County new 10,000 square foot multipurpose building construction, site improvements at the Payson Complex located at 714 S. Beeline Highway, Payson, Arizona and Sheriff's Office building office remediation and renovation and new sally port located at 108 W. Main Street, Payson, Arizona. The project properties are adjacent to each other.

### **SECTION 1 – PROJECT DESCRIPTION**

In April 2019 the Gila County Board of Supervisors approved the County capital improvement plan which includes site improvements, new building construction, existing buildings demolition, building renovation, site grading and drainage improvements, and parking lot pavement at the County complex located at 714 S. Beeline Highway and 108 W. Main Street, Payson, Arizona. The improvements to the site at 714 S. Beeline Highway 87 will be a 10,000 square foot multipurpose new building to include space for a Superior Court to hold jury trials, Board of Supervisors meeting chambers, offices for elected officials to conduct county business, security features to include a secure entrance and sally port for safe transport of incarcerated individuals. The project also includes remediation and renovation of the Sheriff's Office, 108 W. Main Street, administrative areas, provide space for kitchen and laundry facilities for the jail and a secure sally port. The project will require a phased approach and will include demolition of three existing buildings and site grading and drainage improvements between the court complex on Beeline Highway 87 and the Sheriff's Office on Main Street. The project properties are adjacent to each other.

The procurement process for this project will consist of three steps:

1. Evaluation of all responsive Statement of Qualifications
2. May include interviews with at least three but no more than five of the top-rated firms or teams.
3. Development of a final ranked list of at least three but no more than five firms or teams

The County will then enter into contract negotiations with the top-ranked firm or team from the final ranked list. If these negotiations are not successful and do not result in a contract, the County will enter negotiations with the next highest ranked firm or team on the final selection list. And so forth.

The County will procure a design consultant to design these improvements. The CMAR shall work closely with and be an integral part of this project team during the design and construction phases of the project.

The anticipated project schedule is to begin design and preconstruction services in September 2019 and complete construction in April 2021.

The total all-inclusive budget (design, engineering and CMAR) for this project is \$4,100,000.

It is expected that this project will be conducted in phases to allow time for the completion of the new multipurpose building, relocation of offices to the new building, demolition of existing buildings, grading and drainage improvements, and construction of the new sally port and office renovations at the Sheriff's Office.

## **SECTION 2 – BACKGROUND**

Gila County was founded on February 8, 1881 and covers 4,796 square miles. The population of Gila County as of 2017 was 53,501 and the County seat is located in Globe, Arizona. The County provides services to citizens living in the northern region in several locations within the Town of Payson. The existing Superior Court facilities at the 714 S. Beeline Highway building does not have the facilities to accommodate jury trials. The Board Chambers and Elected Officials offices are spread out in several buildings in separate locations within the Town of Payson. The Beeline and Main Street properties sits on the edge of the Payson Historic District, the project properties are adjacent to each other, and is situated in a flood prone area.

A new 10,000 square foot building to be located on the Beeline Highway 87 property will provide space for a multipurpose room to be used as a courtroom for jury trials, Board of Supervisors meeting chambers, public meeting room, secure sally port, and will include space to consolidate all the Elected Offices and the services they provide to citizens.

The Sheriff's Office located at 108 W. Main Street was built in 1963 and the improvements to this aging structure include asbestos remediation, administrative office renovations, new secure sally port, upgraded kitchen and laundry facilities.

Building demolitions and site grading and drainage improvements will also be required as part of this project to provide space for the new building construction, sally port at the new building and sally port at the Sheriff's Office, and parking facilities.

## **SECTION 3 – SCOPE OF WORK**

The CMAR shall participate in the Pre-Construction Services and provide the Construction Services for this project.

### **A. Pre-Construction Services by the CMAR may include but are not limited to the following:**

- Lead project planning and scheduling for both the design and construction phases;
- Provide for construction phasing and scheduling;
- Provide alternative systems evaluation and constructability studies;
- Advise the County on ways to gain efficiencies in project delivery and reduce overall delivery time;
- Provide long-lead time procurement studies and initiate procurement of long-lead time items;
- Participate in partnering sessions with project team;
- Participate in regular scheduled project coordination meetings;
- Provide comprehensive constructability reviews at each design stage;
- Provide value engineering;
- Provide detailed cost estimating and knowledge of marketplace conditions;
- Develop and maintain the project cost model and reconcile costs with the Architect's estimate of each design phase;
- Concur with plans and specifications prior to construction;
- Submit a Guaranteed Maximum Price (GMP) for County review and negotiation

**B. Construction Services by the CMAR may include but not be limited to the following:**

- Serve as the General Contractor during construction;
- Coordinate with various utilities;
- Coordinate with Community Development Department for all permits and requirements;
- Arrange for procurement of materials and equipment;
- Schedule and manage site operations;
- Provide quality controls;
- Bond and insure the construction;
- Comply with all federal, state and local permitting requirements; and
- Maintain a safe work site for all project participants, including citizens conducting business at County facilities during construction and demolition;
- Provide commissioning and closeout services including delivery of all hard copy warranty documentation

**SECTION 4 – PRE-SUBMITTAL CONFERENCE**

A pre-submittal conference and walkthrough of the sites at 714 S. Beeline Highway and 108 W. Main Street, Payson, Arizona will be conducted on June 12, 2019 at 2:00 pm at the Gila County Sheriff's Office 108 W. Main Street, Payson, Arizona 85541. At this

meeting the project team will discuss the scope of work, general contract issues and respond to questions from attendees. **The County staff will not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal conference, it is strongly recommended that interested Contractors send a representative to the pre-submittal conference.**

## **SECTION 5 – STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA**

The CMAR will be selected through a qualifications-based selection process. Contractors interested in providing the CMAR services for this project shall submit a Statement of Qualifications (SOQ) that addresses the following:

### **A. General Information (10 Points)**

1. Provide a general description of the company and/or team that is proposing to provide the CMAR services, including the legal organization of the proposed company or team. Provide physical location of the lead firm's principal location. Provide an organization chart showing key personnel. For each key person, provide the following:
  - a. Percentage of time to be committed to each phase of the project
  - b. Length of time with the company
  - c. Applicable professional registrations/licensures, certifications, and educational information for key personnel
2. Provide the following information about the proposed company/team:
  - a. List the Arizona professional and Arizona contractor licenses held by the company/team and the key personnel who will be assigned to this project. Provide the Contractor's license number and explain if held by an individual or the company.
  - b. Identify any contract or subcontract held by the company or officers of the company, which has been terminated within the last five years. Identify any claims (public or private, including 3<sup>rd</sup> party claims) arising from a contract, which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and outcomes.
  - c. Describe the company's bonding capacity. Include as an appendix a letter from an A- or better rated surety company that substantiates the company's/team's stated bonding capacity. (Said letter included in the appendix will not count towards the maximum page limit of the SOQ.)



**B. Contractor Selection Process (10 Points)**

Describe your contractor selection process. Identify how you will encourage local sub-contractors' participation. (Note: Subcontractor selection plans may be based on qualifications alone or on a combination of qualifications and price but shall not be based on price alone.) Identify your quality control process for managing your sub-contractors.

**C. Experience and Qualifications of the company/team and key personnel (25 points)**

1. Provide a list of projects of comparable character, size, budget and complexity on which the company/team services as CMAR or General Contractor. For each reference project, provide the following information:
  - a. Description of the project, including project name and location
  - b. Project owner
  - c. Role of the company (specify whether CMAR or General Contractor) and percent of work self-performed. List any services provided during Pre-Construction Services e.g. cost estimating, scheduling, constructability reviews, etc.)
  - d. Role of each key team member who worked on the reference project and the percentage of time spent on said project
  - e. Project's original contracted construction cost and final construction cost. Explain if there is a difference.
  - f. Construction dates and if project was completed on time or delayed. If project was delayed explain why.
  - g. Reference information (two contacts per project, including roles on the projects, current telephone numbers, and correct email addresses)
2. Overall evaluation of the firm/team and its perceived ability to provide the required services will be considered along with the evaluator's perception of the clarity, completeness, and presentation of the Statement of Qualifications. This is to be determined by the selection panel members. No submittal response is required for this item. Information obtained from the Statement of Qualifications and from any other reliable source may be used in the evaluation and selection process.

**D. Understanding of the project and approach to performing the required services (30 Points)**

Discuss the major issues your firm/team has identified on this project and how your firm/team intends to address those issues. Identify any technical innovations that may be incorporated and/or innovative approaches that will be used in executing work. Also, discuss the particular expertise your firm/team offers and how you propose to use that expertise to benefit the County and add value to the project.

**E. Approach to Cost Control (20 Points)**

Discuss the firm/team's approach to working with an established construction budget and delivering the project at this budget through cost estimating, value engineering, utilizing internal resources, and bidding of the work.

**F. Current workload and the ability of the project team to start by the projected start date (5 Points)**

Provide a table or list that summarizes the current major assignments of all key team members, percentage of time committed to each assignment, anticipated end date of major assignments, and percentage of time to be committed to this project. Also include a statement as to when the team would be available to start work on this project. Firms that demonstrate their ability to start immediately and effectively manage the project, in addition to their current workload, may be awarded up to five points for this sub-category.

**SECTION 6 – SUBMITTAL REQUIREMENTS**

The Statement of Qualifications shall include a one-page cover letter, plus a maximum of twelve (12) pages to address the SOQ evaluation criteria (excluding resumes and bonding letter but including an organization chart with key personnel and their affiliation). Resumes for each team member shall be limited to a maximum length of two pages and should be attached as an appendix to the SOQ. Minimum font size shall be 10pt. Please provide six (6) hard copies and one (1) electronic copy (USB drive) of the Statement of Qualifications by June 28, 2019 at 4:00 P.M. The County reserves the right to accept or reject any and all Statement of Qualifications.

Delivered or hand-carried submittals must be delivered to Gila County Finance Department on the date and time specified in the Request for Qualifications. Late submittals will not be considered and will be rejected. It is the responsibility of the firm to ensure that the proposal is complete, identified as a sealed bid SOQ with the RFQ number clearly displayed on the submittal, and submitted on or before the required date and time.

All submittals shall be sent or delivered to:

Gila County Finance  
1400 E. Ash Street – Copper Building  
Globe, Arizona 85501  
Attention: Betty Hurst

Please be advised that failure to comply with the following criteria may be grounds for deeming your submittal non-responsive and rejected:

- Receipt of SOQ at the place and deadline indicated in the RFQ
- Receipt of the number of copies and electronic copy specified
- Adherence to the page number limit requirement
- Delivery in a sealed package with the project name and RFQ number for which your firm is submitting.
- Providing a signed copy of any addenda issued. It is the firm's responsibility to check the website for any updates to this solicitation and ensure they are included in the submittal package.

## **SECTION 7 – SELECTION PROCESS AND SCHEDULE**

A selection committee will evaluate each SOQ in accordance with the criteria set forth in section 5 above. References may be a factor in determining the final rank-order list; ensure the references provided are accurate. The Selection Committee will produce a rank-ordered list of the submitting firms and interviews will be conducted as part of the selection process with the top ranked firms/teams (minimum of three, maximum of five).

If interviews are not held, the County will enter into negotiations with the top ranked firm and execute a contract upon completion of negotiations. If the County is unsuccessful in negotiating a contract with the top ranked firm/team, the County may then negotiate with the next lower ranked firm/team until a contract is executed. The County may decide to terminate the selection process at any time.

If interviews are held, the top three (3) to five (5) ranked firms/teams will be invited by email to accept or decline the opportunity to interview. Those accepting the invitation will be sent a letter via email giving the criteria to be addressed in the interview and detailed scoring that will be applied during the interview process. The County will enter into negotiations with the top ranked firm and execute a contract upon completion of negotiations. If the County is unsuccessful in negotiating a contract with the top ranked firm/team, the County may then negotiate with the next lower ranked firm/team until a contract is executed. The County may decide to terminate the selection process at any time.

The following tentative schedule has been prepared for this project:

Pre-submittal Conference	June 12, 2019 at 2:00 PM 108 W. Main Street, Payson, AZ
SOQ's Due by 4:00 PM	June 28, 2019
Shortlist Finalized	July 12, 2019
Interviews (week of)	July 22, 2019
Contract Negotiations/Award	August 2019

## **SECTION 8 – GENERAL INFORMATION**

**Compliance with Arizona Revised Statutes (ARS).** Procurement of professional services by a political subdivision of the State of Arizona is governed by ARS Title 34. By submitting a SOQ under this solicitation, the submitter certifies that said submittal and their conduct in relation to this solicitation is in compliance with the requirements of ARS Title 34.

**Instructions.** Gila County will not be held responsible for any oral instructions. Any changes to this Request for Qualifications will be in the form of a written addendum. Interested firms are urged to check the County's website to ensure that any addenda are signed and included in the SOQ submittal.

**County Rights.** Gila County reserves the right to reject any or all Statement of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statement of Qualifications received. No binding contract will exist between the submitter and the County until the County executes a written contract awarded the Gila County Board of Supervisors.

**Protest Policy:** Refer to the County's Procurement Policy BOS-FIN-13 Section 13 Legal and Contractual Remedies for protest notification and procedures.

**Contact with County Employees.** All firms interested in this project (including firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a role in the selection process. This requirement is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process. All contact on this selection process must be addressed to the authorized representative identified in this solicitation.

### **No Boycott of Israel 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 A. Violation of

this certification by Contractor may result in action by Gila County up to and including termination of this Agreement.

**Questions.** Questions pertaining to the Construction Manager at Risk selection process or contract issues shall be submitted in writing and directed to: Betty Hurst, Finance Department, [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov).



**Gila County Request for Qualifications**  
**Animal Care and Control Facility and Site Improvements**  
**Globe, Arizona**  
**Construction Manager at Risk**  
**RFQ 041319**



## GILA COUNTY

### NOTICE OF REQUEST FOR SEALED PROPOSALS RFQ NO. 041319

Construction Manager at Risk for Animal Care and Control Facility and Site Improvements, Globe, Arizona

---

Notice is hereby given that Gila County is requesting proposals from qualified Contractors/Firms

#### SUBMITTAL DUE DATE:

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

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

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

Interested bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link: [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php) and downloading the file. Bidders are strongly encouraged to carefully read the entire request for qualifications proposal.

Any questions regarding this request for proposals shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov), 928-402-4355.

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

Dates advertised in the Arizona Silver Belt: 5/29/19 & 6/5/19

Signed: \_\_\_\_\_  
Tim R. Humphrey, Chairman of the Board

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

Signed: \_\_\_\_\_  
The Gila County Attorney's Office

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

## **TABLE OF CONTENTS**

### **REQUEST FOR QUALIFICATIONS**

SECTION 1 - PROJECT DESCRIPTION.....	PAGE 4
SECTION 2 - BACKGROUND.....	PAGE 5
SECTION 3 - SCOPE OF WORK.....	PAGE 5
SECTION 4 - PRE-SUBMITTAL CONFERENCE.....	PAGE 6
SECTION 5 - STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA.....	PAGE 6
SECTION 6 – SUBMITTAL REQUIREMENTS.....	PAGE 8
SECTION 7 – SELECTION PROCESS AND SCHEDULE.....	PAGE 9
SECTION 8 – GENERAL INFORMATION.....	PAGE 10



# REQUEST FOR QUALIFICATIONS

## GILA COUNTY ANIMAL CONTROL FACILITY AND SITE IMPROVEMENTS

Gila County is seeking a qualified Construction Manager at Risk (CMAR) to provide pre-construction services assistance and complete Construction Services as the CMAR for the Gila County new animal care and control facility and site improvements to be located at the Gila County Fairgrounds, 900 E. Fairgrounds Road, Globe, Arizona 85501.

### **SECTION 1 – PROJECT DESCRIPTION**

In April 2019 the Gila County Board of Supervisors approved the County capital improvement plan which includes construction of a new animal control facility and site improvements located at 900 E. Fairgrounds Road, at the Gila County Fairgrounds, Globe, Arizona. The improvements to this site will be a new animal care and control facility, wastewater improvements, and grading and drainage improvements, sally port and paved areas. The animal care and control facility will be fully functional and should be sized to house approximately 32 dog runs of various sizes and 18 cat condos.

The procurement process for this project will consist of three steps:

1. Evaluation of all responsive Statement of Qualifications
2. Interviews with at least three but no more than five of the top-rated firms or teams.
3. Development of a final ranked list of at least three but no more than five firms or teams

The County will then enter into contract negotiations with the top-ranked firm or team from the final ranked list. If these negotiations are not successful and do not result in a contract, the County will enter into negotiations with the next highest ranked firm or team on the final selection list. And so forth.

The County will procure a design consultant to design these improvements. The CMAR shall work closely with and be an integral part of this project team during the design and construction phases of the project.

The anticipated project schedule is to begin design and preconstruction services in September 2019 and complete construction in April 2021.

The total budget for this project is \$2,800,000 and budget is inclusive of all costs (Architect, design, and construction).

## **SECTION 2 – BACKGROUND**

Gila County was founded on February 8, 1881 and covers 4,796 square miles. The population of Gila County as of 2017 was 53,501 and the County seat is located in Globe, Arizona. The County provides animal control services to citizens throughout the County. The existing animal care and control facility in Globe, Arizona is slated for future cemetery expansion within two years. The existing building is currently not adequate for the animal control operations and is not up to proper standards. It is in the best interest of the County to invest funds into a new animal care and control facility that will be located at County owned property at the fairgrounds. The new facility will include site improvements, wastewater treatment, and new animal control facility building construction that will address current and future needs.

## **SECTION 3 – SCOPE OF WORK**

It is anticipated that the CMAR shall participate in the Pre-Construction Services and the Construction Services for this project.

### **A. Pre-Construction Services by the CMAR may include but are not limited to the following:**

- Lead project planning and scheduling for both the design and construction phases;
- Provide for construction phasing and scheduling;
- Provide alternative systems evaluation and constructability studies;
- Advise the County on ways to gain efficiencies in project delivery and reduce overall delivery time;
- Identify items that can be self-performed by the owner;
- Provide long-lead time procurement studies and initiate procurement of long-lead time items;
- Participate in partnering sessions with project team;
- Participate in regular scheduled project coordination meetings;
- Provide comprehensive constructability reviews at each design stage;
- Provide value engineering;
- Provide detailed cost estimating and knowledge of marketplace conditions;
- Develop and maintain the project cost model and reconcile costs with the Architect's estimate of each design phase;
- Concur with plans and specifications prior to construction;
- Submit a Guaranteed Maximum Price (GMP) for County review and negotiation

### **B. Construction Services by the CMAR may include but not be limited to the following:**

- Serve as the General Contractor during construction;
- Coordinate with various utilities;
- Coordinate with Planning and Zoning Department for all permits and City requirements;

- Arrange for procurement of materials and equipment;
- Schedule and manage site operations;
- Provide quality controls;
- Bond and insure the construction;
- Comply with all federal, state and local permitting requirements; and
- Maintain a safe work site for all project participants, including citizens conducting business at County facilities during construction and demolition;
- Provide commissioning and closeout services including delivery of all hard copy warranty documentation

#### **SECTION 4 – PRE-SUBMITTAL CONFERENCE**

A pre-submittal walkthrough of the site and conference will be held at 900 E. Fairgrounds Road at the Gila County Fairgrounds located on Highway 60, Globe Arizona and will be conducted on June 11, 2019 at 1:00 pm. At this meeting the project team will discuss the scope of work, general contract issues and respond to questions from attendees. **The County staff will not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal conference, it is strongly recommended that interested Contractors send a representative to the pre-submittal conference.**

#### **SECTION 5 – STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA**

The CMAR will be selected through a qualifications-based selection process. Contractors interested in providing the CMAR services for this project shall submit a Statement of Qualifications (SOQ) that addresses the following:

##### **A. General Information (15 Points)**

1. Provide a general description of the company and/or team that is proposing to provide the CMAR services, including the legal organization of the proposed company or team. Provide physical location of the lead firm's principal location. Provide an organization chart showing key personnel. For each key person, provide the following:
  - a. Percentage of time to be committed to each phase of the project
  - b. Length of time with the company
  - c. Applicable professional registrations/licensures, certifications, and educational information for key personnel
2. Provide the following information about the proposed company/team:
  - a. List the Arizona professional and Arizona contractor licenses held by the company/team and the key personnel who will be assigned to this project. Provide the Contractor's license number and explain if held by an individual or the company.

- b. Identify any contract or subcontract held by the company or officers of the company, which has been terminated within the last five years. Identify any claims (public or private, including 3<sup>rd</sup> party claims) arising from a contract, which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and outcomes.
- c. Describe the company's bonding capacity. Include as an appendix a letter from an A- or better rated surety company that substantiates the company's/team's stated bonding capacity. (Said letter included in the appendix will not count towards the maximum page limit of the SOQ.)
- d. Describe your contractor selection process. Identify how you will encourage local sub-contractors' participation. (Note: Subcontractor selection plans may be based on qualifications alone or on a combination of qualifications and price but shall not be based on price alone.)

**B. Experience and Qualifications of the company/team and key personnel (25 points)**

- 1. Provide a list of projects of comparable character, size, budget and complexity on which the company/team services as CMAR or General Contractor. For each reference project, provide the following information:
  - a. Description of the project, including project name and location
  - b. Project owner
  - c. Role of the company (specify whether CMAR or General Contractor) and percent of work self-performed. List any services provided during Pre-Construction Services e.g. cost estimating, scheduling, constructability reviews, etc.)
  - d. Role of each key team member who worked on the reference project and the percentage of time spent on said project
  - e. Project's original contracted construction cost and final construction cost. Explain if there is a difference.
  - f. Construction dates and if project was completed on time or delayed. If project was delayed explain why.
  - g. Reference information (two contacts per project, including roles on the projects, current telephone numbers, and correct email addresses)
- 2. Overall evaluation of the firm/team and its perceived ability to provide the required services will be considered along with the evaluator's perception of the clarity, completeness, and presentation of the

Statement of Qualifications. This is to be determined by the selection panel members. No submittal response is required for this item. Information obtained from the Statement of Qualifications and from any other reliable source may be used in the evaluation and selection process.

**C. Understanding of the project and approach to performing the required services (30 Points)**

Discuss the major issues your firm/team has identified on this project and how your firm/team intends to address those issues. Identify any technical innovations that may be incorporated and/or innovative approaches that will be used in executing work. Also, discuss the particular expertise your firm/team offers and how you propose to use that expertise to benefit the County and add value to the project.

**D. Approach to Cost Control (20 Points)**

Discuss the firm/team's approach to working with an established construction budget and delivering the project at this budget through cost estimating, value engineering, utilizing internal resources, and bidding of the work.

**E. Current workload and the ability of the project team to start by the projected start date (5 Points)**

Provide a table or list that summarizes the current major assignments of all key team members, percentage of time committed to each assignment, anticipated end date of major assignments, and percentage of time to be committed to this project. Also include a statement as to when the team would be available to start work on this project. Firms that demonstrate their ability to start immediately and effectively manage the project, in addition to their current workload, may be awarded up to five points for this sub-category.

**F. Why is your firm the best fit for this project (5 Points)**

Discuss why your firm/team is the best selection for the project. Identify what sets you apart from your competition and how this factor will translate to successful project execution.

**SECTION 6 – SUBMITTAL REQUIREMENTS**

The Statement of Qualifications shall include a one-page cover letter, plus a maximum of twelve (12) pages to address the SOQ evaluation criteria (excluding resumes and bonding letter but including an organization chart with key personnel and their affiliation). Resumes for each team member shall be limited to a maximum length of two pages and should be attached as an appendix to the SOQ. Minimum font size shall be 10pt. Please provide six (6) hard copies and

one (1) electronic copy (USB drive) of the Statement of Qualifications by June 26, 2019 at 4:00 PM. The County reserves the right to accept or reject any and all Statement of Qualifications.

Delivered or hand-carried submittals must be delivered to Gila County Procurement on the date and time specified in the Request for Qualifications. Late submittals will not be considered and will be rejected. It is the responsibility of the firm to ensure that the proposal is complete, Identified as a sealed bid SOQ with the RFQ number clearly displayed on the submittal, and submitted on or before the required date and time.

All submittals shall be sent or delivered to:

Gila County Finance  
1400 E. Ash Street – Copper Building  
Globe, Arizona 85501  
Attention: Betty Hurst

Please be advised that failure to comply with the following criteria may be grounds for deeming your submittal non-responsive and rejected:

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- Receipt of the number of copies and electronic copy specified
- Adherence to the page number limit requirement
- Delivery in a sealed package with the project name and RFQ number for which your firm is submitting.
- Providing a signed copy of any addenda issued. It is the firm's responsibility to check the website for any updates to this solicitation and ensure they are included in the submittal package.

#### **SECTION 7 – SELECTION PROCESS AND SCHEDULE**

A selection committee will evaluate each SOQ in accordance with the criteria set forth in section 5 above. References may be a factor in determining the final rank-order list; ensure the references provided are accurate. The Selection Committee will produce a rank-ordered list of the submitting firms and interviews will be conducted as part of the selection process with the top ranked firms/teams (minimum of three, maximum of five).

If interviews are not held, the County will enter into negotiations with the top ranked firm and execute a contract upon completion of negotiations. If the County is unsuccessful in negotiating a contract with the top ranked firm/team, the County may then negotiate with the next lower ranked firm/team until a contract is executed. The County may decide to terminate the selection process at any time.

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be applied during the interview process. The County will enter into negotiations with the top ranked firm and execute a contract upon completion of negotiations. If the County is unsuccessful in negotiating a contract with the top ranked firm/team, the County may then negotiate with the next lower ranked firm/team until a contract is executed. The County may decide to terminate the selection process at any time.

The following tentative schedule has been prepared for this project:

Pre-submittal Conference	June 11, 2019 at 900 E. Fairgrounds Road, Globe, Arizona
SOQ's Due by 4:00 PM	June 26, 2019
Shortlist Finalized	July 12, 2019
Interviews (week of)	July 22, 2019
Contract Negotiations/Award	August 2019

## **SECTION 8 – GENERAL INFORMATION**

**Compliance with Arizona Revised Statutes (ARS).** Procurement of professional services by a political subdivision of the State of Arizona is governed by ARS Title 34. By submitting a SOQ under this solicitation, the submitter certifies that said submittal and their conduct in relation to this solicitation is in compliance with the requirements of ARS Title 34.

**Instructions.** Gila County will not be held responsible for any oral instructions. Any changes to this Request for Qualifications will be in the form of a written addendum. Interested firms are urged to check the County's website to ensure that any addenda are signed and included in the SOQ submittal.

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**Protest Policy:** Refer to the County's Procurement Policy BOS-FIN-13 for Protest notification and procedures.

**Contact with County Employees.** All firms interested in this project (including firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a role in the selection process. This requirement is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of

the selection process. All contact on this selection process must be addressed to the authorized representative identified in this solicitation.

**No Boycott of Israel 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 A. Violation of this certification by Contractor may result in action by Gila County up to and including termination of this Agreement.

**Questions.** Questions pertaining to the Construction Manager at Risk selection process or contract issues shall be submitted in writing and directed to: Betty Hurst, Finance Department, [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov).



**ARF-5442**

**Regular Agenda Item 3. F.**

**Regular BOS Meeting**

Meeting Date: 05/21/2019

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

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Information

Request/Subject

Adoption of Resolution No. 19-05-03 authorizing the disposal of an alley and the Chairman's signature on the Quit Claim Deed deeding the alley to Phillis Blake.

Background Information

During the regular meeting of the Gila County Board of Supervisors held on April 2, 2019, the Board accepted a bid in the amount of \$387 from Phillis Blake for the purchase of the alley situated between Lots 7-10, Block 20, and Lot 34, Block 20, Inspiration Townsite.

Evaluation

The bidder has met all the requirements of the current Gila County policy on purchase of alleys 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 an alley situated between Lots 7-10, Block 20, and Lot 34, Block 20, Inspiration Townsite, Official Map No. 39 Gila County Records, Gila County, Arizona, and the Chairman's signature on the Quit Claim Deed deeding the alley to Phillis Blake.

Recommendation

It is the recommendation of the Public Works Department Director that the Board of Supervisors adopt Resolution No. 19-05-03.

Suggested Motion

Information/Discussion/Action to adopt Resolution 19-05-03 authorizing the disposal of an alley situated between Lots 7-10, Block 20, and Lot 34, Block 20, Inspiration Townsite, Official Map No. 39 Gila County Records, and authorize the Board of Supervisors' Chairman to execute and deliver in the name and under the seal of the County of Gila, a Quit Claim Deed conveying the alley to Phillis Blake. **(Steve Sanders)**

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Attachments

Resolution No. 19-05-03

QCD to Blake

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When recorded please send to  
Marian Sheppard, BOS



**RESOLUTION NO. 19-05-03**

**A RESOLUTION APPROVING THE DISPOSAL OF AN ALLEY  
SITUATED BETWEEN LOTS 7-10, BLOCK 20, AND LOT 34, BLOCK  
20, ALL IN THE INSPIRATION TOWNSITE, OFFICIAL MAP NO.  
39, GILA COUNTY RECORDS, GILA COUNTY,  
ARIZONA (THE “ALLEY”)**

**WHEREAS**, Phillis Blake is the owner of that land (the “Land”) adjoining the Alley; and

**WHEREAS**, it has been determined that the disposal of the Alley will not leave any property without access to public roads and streets of Gila County, and is not necessary for public use, and the Alley should be conveyed to Phillis Blake as the owner of the Land; and

**WHEREAS**, it is to the best interest of the COUNTY OF GILA to be relieved of the obligation to maintain the Alley.

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

Section 1: That the Alley 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 Gila County Board of Supervisors, be, and 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 the Alley to Phillis Blake as owner of the Land and to cause said Quit Claim Deed to be attested and the seal of the said COUNTY OF GILA to be affixed thereto by the Clerk of the Gila County Board of 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 22<sup>st</sup> day of May 2019, at Globe, Gila County, Arizona.

Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

---

Marian Sheppard, Clerk of the Board

---

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 Three Hundred Eighty Seven Dollars (\$387.00), and other valuable consideration, **GILA COUNTY, a BODY POLITIC**, does hereby release, devise, and forever quitclaim to **PHILLIS E. BLAKE, a widow**, 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  
Gila County Board of Supervisors

Marian Sheppard,  
Clerk of the Board

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 14’ Alley in Block 20,**  
**Inspiration Townsite, Plat Map No. 39**

**Gila County Public Works**  
**Job No. GC2019-04**

**April 16, 2019**  
**Page 1 of 1**

**A portion of that certain 14 feet wide alley in Block 20 as shown on Map of Inspiration Townsite, Official Plat Map Number 39, Gila County Records, lying within the southwest quarter of Section 21, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, bounded on the north by the westerly prolongation of the north line of Lot 10 in said Block 20, and on the south by the westerly prolongation of the south line of Lot 7 in said Block 20, having an area of 0.031 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 Three Hundred Eighty Seven Dollars (\$387.00), and other valuable consideration, **GILA COUNTY, a BODY POLITIC**, does hereby release, devise, and forever quitclaim to **PHILLIS E. BLAKE, a widow**, 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  
Gila County Board of Supervisors

Marian Sheppard,  
Clerk of the Board

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 14' Alley in Block 20,**  
**Inspiration Townsite, Plat Map No. 39**

**Gila County Public Works**  
**Job No. GC2019-04**

**April 16, 2019**  
**Page 1 of 1**

**A portion of that certain 14 feet wide alley in Block 20 as shown on Map of Inspiration Townsite, Official Plat Map Number 39, Gila County Records, lying within the southwest quarter of Section 21, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, bounded on the north by the westerly prolongation of the north line of Lot 10 in said Block 20, and on the south by the westerly prolongation of the south line of Lot 7 in said Block 20, having an area of 0.031 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-5459**

**Regular Agenda Item 3. G.**

**Regular BOS Meeting**

Meeting Date: 05/21/2019

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

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Information

Request/Subject

Adoption of Resolution No. 19-05-08 authorizing the disposal of portions of Olive Street, Hobart Street, and Maple Street, all on the Arlington Heights Official Map No. 31, Gila County Records and the Chairman's signature on the Quit Claim Deeds deeding the roadways to Mona Jean Kerlock, Glenda F. Estevane, and Elena Simion.

Background Information

During the regular meeting of the Gila County Board of Supervisors held on April 2, 2019, the Board accepted bids in the amount of \$1,041 from Mona Jean Kerlock, \$103 from Glenda F. Estevane, and \$52 from Elena Simion for the purchase of portions of Olive Street, Hobart Street, and Maple Street all on the Arlington Heights Official Map No. 31.

Evaluation

The bidders have met all the requirements of the current Gila County policy on purchase 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 portions of Olive Street, Hobart Street, and Maple Street, all on the Arlington Heights Official Map No. 31, Gila County Records, Gila County, Arizona, and the Chairman's signature on Quit Claim Deeds deeding portions of the roadways to Mona Jean Kerlock, Glenda F. Estevane, and Elena Simion.

Recommendation

It is the recommendation of the Public Works Department Director that the Board of Supervisors adopt Resolution No. 19-05-08.

Suggested Motion

Information/Discussion/Action to adopt Resolution 19-05-08 authorizing the disposal of portions of Olive Street, Hobart Street, and Maple Street, all on the Arlington Heights Official Map No. 31, Gila County Records, and authorize the Board of Supervisors' Chairman to execute and deliver in the name and under the seal of the County of Gila, Quit Claim Deeds conveying portions of those roadways to Mona Jean Kerlock, Glenda F. Estevane, and Elena Simion. **(Steve Sanders)**

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Attachments

Resolution No. 19-05-08

QCD From Gila County to Kerlock

QCD from Gila County to Estevane

QCD from Gila County to Simion

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When recorded please send to  
Marian Sheppard, BOS



## RESOLUTION NO. 19-05-08

**A RESOLUTION APPROVING THE DISPOSAL OF PORTIONS OF OLIVE STREET, HOBART STREET AND MAPLE STREET, ALL ON THE ARLINGTON HEIGHTS OFFICIAL MAP NO. 31, GILA COUNTY RECORDS, GILA COUNTY, ARIZONA, WHICH IS AN ALLEY SITUATED BETWEEN LOTS 7-10, BLOCK 20, AND LOT 34, BLOCK 20, AND ALL IN THE INSPIRATION TOWNSITE, OFFICIAL MAP NO. 39, GILA COUNTY RECORDS, GILA COUNTY, ARIZONA (THE “ROADWAYS”)**

**WHEREAS**, Mona Jean Kerlock, Glenda F. Estevane and Elena Simion each own a parcel of property adjoining the Roadways (the “Adjoining Property Owners”); and

**WHEREAS**, it has been determined that the disposal of the Roadways will not leave any property without access to public roads and streets of Gila County, and is not necessary for public use, and the Roadways should be conveyed to the Adjoining Property Owners; and

**WHEREAS**, it is to the best interest of the COUNTY OF GILA to be relieved of the obligation to maintain the Roadways;

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

Section 1: That the Roadways are hereby vacated and abandoned, subject, however, to all existing water, gas and utility easements now existing on the Roadways.

Section 2: That the Chairman of the Gila County Board of Supervisors, be, and is hereby authorized, empowered and directed to make, execute and deliver in the name and under the seal of the COUNTY OF GILA, Quit Claim Deeds conveying the Roadways to each of the Adjoining Property Owners and to cause said Quit Claim Deeds to be attested and the seal of the said COUNTY OF GILA to be affixed thereto by the Clerk of the Gila County Board of Supervisors.

***The signed copies of the quit claim deeds and legal descriptions are attached for informational purposes only and will be recorded as separate documents.***

**PASSED AND ADOPTED** this 21<sup>st</sup> day of May 2019, at Globe, Gila County, Arizona.

Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

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Marian Sheppard, Clerk of the Board

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Tim R. Humphrey, Chairman

Approved as to form:

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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 One Thousand Forty One Dollars (\$1,041.00), and other valuable consideration, **GILA COUNTY, a BODY POLITIC**, does hereby release, devise, and forever quitclaim to **MONA JEAN KERLOCK**, 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  
Gila County Board of Supervisors

Marian Sheppard,  
Clerk of the Board

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**  
**Portions of Hobart, Maple and Olive Streets,**  
**Arlington Heights, Plat Map No. 31**

**Gila County Public Works**  
**Job No. GC2018-21**

**April 17, 2019**  
**Page 1 of 2**

**Those portions of Hobart, Maple and Olive Streets as shown on Map of Townsite of Arlington Heights, Official Plat Map Number 31, Gila County Records, lying within the northwest quarter of Section 26, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:**

**BEGINNING at the northwest corner of Block 2 of said Arlington Heights;**

**THENCE South 0 degrees 32 minutes West (basis of bearing) along the west line of said Block 2, a distance of 258.50 feet, more or less, to the southwest corner of said Block 2;**

**THENCE departing said west line, North 84 degrees 28 minutes East along the south line of said Block 2, a distance of 248.00 feet (record) to the southeast corner of said Block 2;**

**THENCE departing said south line, North 0 degrees 32 minutes East along the east line of said Block 2, a distance of 156.89 feet (record) to the northeast corner of said Block 2, said northeast corner being on a non-tangent curve concave to the north having a radius point that bears North 5 degrees 05 minutes 30 seconds West, a distance of 333.86 feet (record);**

**THENCE departing said east line, easterly 40.54 feet, more or less, along the arc of said curve through a central angle of 6 degrees 57 minutes 23 seconds to the northwest corner of Block 22 of said Arlington Heights;**

**THENCE South 0 degrees 32 minutes West along the west line of said Block 22 and along the west line of Block 21 of said Arlington Heights, a distance of 157.80 feet, more or less, to the southwest corner of said Block 21;**

**THENCE departing said west lines, North 84 degrees 28 minutes East along the south line of said Block 21 to an angle point therein;**

**THENCE continuing along said south line, South 76 degrees 57 minutes East to the southeast corner of the west half of Lot 24 in said Block 21;**

**THENCE departing said south line, South 0 degrees 30 minutes West along the southerly prolongation of the east line of said west half of Lot 24, a distance of 20.49 feet, more or less, to the centerline of said Olive Street;**

**THENCE departing said southerly prolongation, North 76 degrees 57 minutes West along said centerline to an angle point therein;**

**THENCE continuing along said centerline, South 84 degrees 28 minutes West to its intersection with the northerly prolongation of the west line of Lot 6 in Block 20 of said Arlington Heights;**

**THENCE departing said centerline, South 0 degrees 32 minutes West along said northerly prolongation, a distance of 20.11 feet, more or less, to the northwest corner of said Lot 6;**

**THENCE departing said northerly prolongation, South 84 degrees 28 minutes West along the northerly line of said Block 20 and along the northerly line of Block 3 of said Arlington Heights to the northeast corner of Lot 1 in said Block 3;**

**THENCE departing said northerly lines, North 0 degrees 32 minutes East along the northerly prolongation of the east line of said Lot 1, a distance of 20.11 feet, more or less, to said centerline of Olive Street;**

**THENCE departing said northerly prolongation, South 84 degrees 28 minutes West along said centerline and its westerly prolongation, a distance of 164.37 feet, more or less, to the west line of said Maple Street;**

**THENCE departing said westerly prolongation, North 0 degrees 32 minutes East along said west line, a distance of 282.87 feet, more or less, to its intersection with a perpendicular line from said northwest corner of Block 2;**

**THENCE departing said west line, South 89 degrees 28 minutes East along said perpendicular line, a distance of 40.00 feet (record) to the POINT OF BEGINNING, having an area of 0.763 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 One Hundred Three Dollars (\$103.00), and other valuable consideration, **GILA COUNTY, a BODY POLITIC**, does hereby release, devise, and forever quitclaim to **GLENDA F. ESTEVANE**, 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  
Gila County Board of Supervisors

Marian Sheppard,  
Clerk of the Board

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**  
**Portions of Maple and Olive Streets,**  
**Arlington Heights, Plat Map No. 31**

**Gila County Public Works**  
**Job No. GC2018-21**

**May 1, 2019**  
**Page 1 of 1**

**Those portions of Maple and Olive Streets as shown on Map of Townsite of Arlington Heights, Official Plat Map Number 31, Gila County Records (G.C.R.), lying within the northwest quarter of Section 26, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:**

**BEGINNING at the northeast corner of Lot 1 in Block 3 of said Arlington Heights;**

**THENCE South 84 degrees 28 minutes West (basis of bearing) along the northerly line of said Block 3 and along the northerly line of that certain parcel of land described in Docket 589, Page 663, G.C.R., a distance of 164.37 feet, more or less, to the northwest corner of said parcel of land;**

**THENCE departing said northerly lines, North 0 degrees 32 minutes East along the west line of said Maple Street, a distance of 20.11 feet, more or less, to its intersection with the westerly prolongation of the centerline of said Olive Street;**

**THENCE departing said west line, North 84 degrees 28 minutes East along said westerly prolongation and said centerline, a distance of 164.37 feet, more or less, to its intersection with the northerly prolongation of the east line of said Lot 1;**

**THENCE departing said centerline, South 0 degrees 32 minutes West along said northerly prolongation, a distance of 20.11 feet, more or less, to the POINT OF BEGINNING, having an area of 0.076 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.



**EXHIBIT "A"**  
**VACATION DESCRIPTION**  
**Portion of Olive Street,**  
**Arlington Heights, Plat Map No. 31**

**Gila County Public Works**  
**Job No. GC2018-21**

**April 30, 2019**  
**Page 1 of 1**

**That portion of Olive Street as shown on Map of Townsite of Arlington Heights, Official Plat Map Number 31, Gila County Records, lying within the northwest quarter of Section 26, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:**

**BEGINNING at the northwest corner of Lot 6 in Block 20 of said Arlington Heights;**

**THENCE North 0 degrees 32 minutes East along the northerly prolongation of the west line of said Lot 6, a distance of 20.11 feet, more or less, to the centerline of said Olive Street;**

**THENCE departing said northerly prolongation, North 84 degrees 28 minutes East (basis of bearing) along said centerline to an angle point therein;**

**THENCE continuing along said centerline, South 76 degrees 57 minutes East to its intersection with the southerly prolongation of the east line of the west half of Lot 24 in Block 21 of said Arlington Heights;**

**THENCE departing said centerline, South 0 degrees 30 minutes West along said southerly prolongation, a distance of 20.49 feet, more or less, to the northerly line of said Block 20;**

**THENCE departing said southerly prolongation, North 76 degrees 57 minutes West along said northerly line of Block 20 to an angle point therein;**

**THENCE continuing along said northerly line, South 84 degrees 28 minutes West, a distance of 36.00 feet (record) to the POINT OF BEGINNING, having an area of 0.038 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-5439**

**Consent Agenda Item 4. A.**

**Regular BOS Meeting**

<u>Meeting Date:</u>	05/21/2019		
<u>Submitted For:</u>	Malissa Buzan		
<u>Submitted By:</u>	Allison Torres, Case Manager		
<u>Department:</u>	Community Services		
<u>Division:</u>	Comm. Action Program/Housing Servs.		
<u>Fiscal Year:</u>	2018 - 2019	<u>Budgeted?:</u>	Yes
<u>Contract Dates</u>	July 1, 2018 - June 30, 2019	<u>Grant?:</u>	Yes
<u>Begin &amp; End:</u>			
<u>Matching</u>	No	<u>Fund?:</u>	Replacement
<u>Requirement?:</u>			

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Information

Request/Subject

Amendment No. 2 to Contract No. 019-0444 with Pinal-Gila Council for Senior Citizens Area Agency on Aging, Region V.

Background Information

On August 7, 2018, the Gila County Board of Supervisors approved Contract No. 019-0444.

On November 13, 2018, the Gila County Board of Supervisors approved Amendment No. 1 to Contract No. 019-0444.

Evaluation

Amendment No. 2 to Contract No. 019-0444 increases the contract reimbursement ceiling from \$10,226 to \$24,406, of which said funds will be used to provide home repair and renovations to eligible households in Gila County.

Conclusion

By approving Amendment No. 2 to Contract No. 019-0444, Gila County Community Services Department, Housing Services, will receive additional funding to assist eligible citizens with home repair and renovations.

Recommendation

The Gila County Community Services Department Director recommends that the Board of Supervisors approve Amendment No. 2 to Contract No. 019-0444 so that Housing Services can continue to assist eligible citizens with home repair and renovations.

Suggested Motion

Approval of Amendment No. 2 to Contract No. 019-0444 between the Pinal-Gila Council for Senior Citizens (PGCSC), Area Agency on Aging, Region V, and the Gila County Community Services Department, Housing Services, whereby PGCSC will raise the reimbursement ceiling to \$24,406 to be used for home repair and renovations to eligible citizens residing in Gila County effective July 1, 2018, through June 30, 2019.

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Attachments

Amendment No. 2 to Contract No. 019-0444

Amendment No. 1 to Contract No. 019-0444

Contract No. 019-0444

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PINAL GILA COUNCIL FOR SENIOR CITIZENS  
AREA AGENCY ON AGING, REGION V

CONTRACT AMENDMENT

1. CONTRACT NO. 019-0444  2. AMENDMENT #2 (4/19)	3. EFFECTIVE DATE OF AMENDMENT  ■ DATE OF MOST RECENT SIGNATURE, WHICHEVER IS LATER.	4.
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5. CONTRACTOR/PROVIDER (Name and address)

Gila County Community Services Division  
5515 S. Apache Avenue, Suite 200  
Globe, AZ 85501

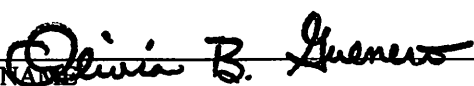
6. CONTENT OF AMENDMENT:

- A. To amend contract dated July 1, 2018.
- B. To render services from July 1, 2018 through June 30, 2019, in accordance with the amended contract operating budget and new service levels.

7. Funding Increase:

- i. Home Repair & Renovations (RPR) – Increasing contract reimbursement ceiling to \$24,406.

7. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF THE LAST SIGNATURE, UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALD OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BINE THE CONTRACTOR TO THIS CONTRACT.

9.  GILA COUNTY COMMUNITY SERVICES DIVISION	10.  PINAL-GILA COUNCIL FOR SENIOR CITIZENS
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE
TYPED NAME  Tim R. Humphrey	TYPED NAME  Olivia B. Guerrero
TITLE  Chairman	TITLE  President/CEO
DATE	DATE

PINAL-GILA COUNCIL FOR SENIOR CITIZENS  
ANNEX B

CONTRACT I.D. NUMBER: 019-0444, Amendment #2 (4/19)

**GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES**

- ☒ Area Agency on Aging, Region V (AAA)
- ☐ Supplemental Payment Program (SPP)
- ☐ Title V
- ☐ United States Department of Agriculture (USDA)
- ☐ Arizona Long Term Care System (ALTCS)

**1.0 REIMBURSEMENT/PAYMENT CEILING:**

The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be:

Amount during the Contract Term    \$ 24,406

*If this contract is extended or renewed for multiple periods, or is established as a multi-year contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below.*

Maximum amount during the period from July 1, 2018 to June 30, 2019 is \$24,406

The method of compensation shall be in accordance with Section 2.0 of this Compensation Section.

**2.0 COMPENSATION**

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

☐ 2.1 Rate *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

The maximum reimbursement ceiling for each contract service shall be as specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

☒ 2.2 Fixed Price with Price Adjustment *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling
Home Repair & Renovations (RPR)	\$24,406

### 3.0 **METHOD OF PAYMENT**

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with Section 4.04 Payment of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

- A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.



- B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.
- C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).
- D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.
- E. **The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10<sup>th</sup> day of each month. Failure to comply by the 10<sup>th</sup> day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.**
- F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in Section 4.03 Amendments of the General Provisions.
- G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.
- H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.
- I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.
- J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

### **3.1 Arizona Long Term Care Services (ALTCS)**

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at \$0.00.

#### **4.0 REPORTING REQUIREMENTS**

##### **4.1 Financial Reporting Requirements**

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10<sup>th</sup> day of the month:

- ☒ A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

##### **4.2 Program Reporting Requirements**

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Program reports on or before the 10<sup>th</sup> day of the month or as designated:

- A. Pinal-Gila Council for Senior Citizens/AAA
- ☐ Congregate Monthly Meals Report (10<sup>th</sup>)
  - ☐ Home Delivered Meals Monthly Meals Report (10<sup>th</sup>)
  - ☐ Monthly Social Services (10<sup>th</sup>)
  - ☐ Congregate Meals Registration Form w/Nutrition Score - Weekly
  - ☐ Service Utilization Log (Service Log) (3<sup>rd</sup>)
  - ☐ Monthly Education/Activities Report (10<sup>th</sup>)
  - ☐ Calendar of Activities (10<sup>th</sup>)
  - ☐ Food Cost Report (10<sup>th</sup>)
  - ☐ Nutrition Education Report (10<sup>th</sup>)
  - ☐ Transportation Summary Sheet (10<sup>th</sup>)
  - ☐ Menu Cycle for RD approval - Quarterly
  - ☐ Outreach Report - Quarterly
  - ☒ Social Service Report for Non-Registered Services (10<sup>th</sup>)
  - ☐ Monthly, Ramp Loan Report (10<sup>th</sup>)
- B. Supplemental Payment Program
- ☐ ASCAP – Arizona Standardized Client Assessment Form (3<sup>rd</sup>)
- C. Arizona Long Term Care Services (ALTCS)
- ☐ PG001 – Monthly Log of ALTCS Home Delivered Meals (3<sup>rd</sup>)

**4.3 The reports require in 4.1 and 4.2 shall be submitted to:**

Pinal-Gila Council for Senior Citizens  
8969 W. McCartney Road  
Casa Grande, AZ 85194-7432

**5.0 DELIVERY AND UNITS OF SERVICE**

**5.1 Delivery of Service:**

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

- A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
- B. Significant changes in the delivery of the hot and/or frozen meal schedule.
- C. Revisions to the service methodology of any service specifications.
- D. Changes in the "suggested donation."
- E. The provider shall notify the PGSCS, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

**5.2 Level of Service**

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Home Repair & Renovations	41	

- 1) Direct Service means services performed by the contractor.
- 2) Purchase Service means services purchased via a subcontract by the contractor.

**6.0 Client Contributions:**

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

**7.0 Books and Records:**

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with PGSCS policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract

activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS  
CONTRACT OPERATING BUDGET

Attachment A

Agency Name: Contract Number: 019-0444 Amend. #2	FOR PERIOD	Prepared by: M. Buzan	Date: July 1, 2018
Gila County Community Services Division	From: 7/01/18 To: 6/30/19		

**REVENUES**

Services	Home Repair (RPR)						GRAND TOTAL
Totals	24,406						24,406
AREA AGENCY CEILING	24,406						24,406
TITLE V							0
U.S.D.A.							0
ALTCS							0
OTHER CEILING							0
OTHER CEILING							0
OTHER CEILING							0
REIMBURSEMENT CEILING	24,406						24,406
PROGRAM INCOME							0
NON-FEDERAL INKIND							0
NON-FEDERAL CASH							0
OTHER NON-FEDERAL CASH							0
TITLE V							0
OTHER FEDERAL							0
TOTAL REVENUE	24,406						24,406

**EXPENSES**

Budget Categories							
Personnel							0
ERE							0
Professional/Outside	15,855						15,855
Travel							0
Space							0
Equipment							0
Material/Supplies	8,551						8,551
Operating Svcs.							0
Allocated Indirect							
TOTAL EXPENSES	24,406						24,406
SUBTOTAL/Direct Svcs.							
SUBTOTAL/Purchased Svcs.	24,406						24,406
SERVICE TOTAL	24,406						0
No. of Units Direct	41						
No. of Units Purchased							
Unit Rate/Direct	595.27						
Unit Rate/Purchased							
Unit Rate/Contract							

PINAL GILA COUNCIL FOR SENIOR CITIZENS  
AREA AGENCY ON AGING, REGION V

CONTRACT AMENDMENT

1. CONTRACT NO. 019-0444	3. EFFECTIVE DATE OF AMENDMENT	4.
2. AMENDMENT #1 (10/18)	■ DATE OF MOST RECENT SIGNATURE, WHICHEVER IS LATER.	

5. CONTRACTOR/PROVIDER (Name and address)

Gila County Community Services Division  
5515 S. Apache Avenue, Suite 200  
Globe, AZ 85501

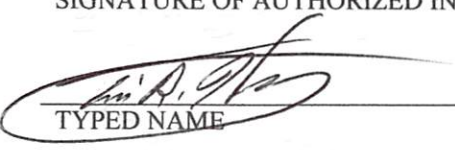
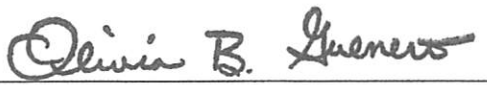
6. CONTENT OF AMENDMENT:

- A. To amend contract dated July 1, 2018.
- B. To render services from July 1, 2018 through June 30, 2019, in accordance with the amended contract operating budget and new service levels.

7. Funding Increase:

- i. Home Repair & Renovations (RPR) – Increasing contract reimbursement ceiling to \$10,226.

7. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF THE LAST SIGNATURE, UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALD OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BINE THE CONTRACTOR TO THIS CONTRACT.

9.	10.
<b>GILA COUNTY COMMUNITY SERVICES DIVISION</b>	<b>PINAL-GILA COUNCIL FOR SENIOR CITIZENS</b>
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE
	
TYPED NAME	TYPED NAME
Tim R. Humphrey	Olivia B. Guerrero
TITLE	TITLE
Chairman	President/CEO
DATE	DATE
11/13/2018	10/18/18

PINAL-GILA COUNCIL FOR SENIOR CITIZENS  
ANNEX B

CONTRACT I.D. NUMBER: 019-0444, Amendment #1 (10/18)

**GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES**

- ☒ Area Agency on Aging, Region V (AAA)
- ☐ Supplemental Payment Program (SPP)
- ☐ Title V
- ☐ United States Department of Agriculture (USDA)
- ☐ Arizona Long Term Care System (ALTCS)

**1.0 REIMBURSEMENT/PAYMENT CEILING:**

The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be:

Amount during the Contract Term    \$ 10,226

*If this contract is extended or renewed for multiple periods, or is established as a multi-year contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below.*

Maximum amount during the period from July 1, 2018 to June 30, 2019 is \$10,226

The method of compensation shall be in accordance with Section 2.0 of this Compensation Section.

**2.0 COMPENSATION**

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

☐ 2.1 Rate *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

☒ 2.2 Fixed Price with Price Adjustment *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling
Home Repair & Renovations (RPR)	\$10,226

### 3.0 **METHOD OF PAYMENT**

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with Section 4.04 Payment of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

- A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.



- B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.
- C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).
- D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.
- E. **The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10<sup>th</sup> day of each month. Failure to comply by the 10<sup>th</sup> day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.**
- F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in Section 4.03 Amendments of the General Provisions.
- G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.
- H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.
- I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.
- J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

### **3.1 Arizona Long Term Care Services (ALTCS)**

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at \$0.00.

#### **4.0 REPORTING REQUIREMENTS**

##### **4.1 Financial Reporting Requirements**

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10<sup>th</sup> day of the month:

- ☒ A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

##### **4.2 Program Reporting Requirements**

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Program reports on or before the 10<sup>th</sup> day of the month or as designated:

- A. Pinal-Gila Council for Senior Citizens/AAA
- ☐ Congregate Monthly Meals Report (10<sup>th</sup>)
  - ☐ Home Delivered Meals Monthly Meals Report (10<sup>th</sup>)
  - ☐ Monthly Social Services (10<sup>th</sup>)
  - ☐ Congregate Meals Registration Form w/Nutrition Score - Weekly
  - ☐ Service Utilization Log (Service Log) (3<sup>rd</sup>)
  - ☐ Monthly Education/Activities Report (10<sup>th</sup>)
  - ☐ Calendar of Activities (10<sup>th</sup>)
  - ☐ Food Cost Report (10<sup>th</sup>)
  - ☐ Nutrition Education Report (10<sup>th</sup>)
  - ☐ Transportation Summary Sheet (10<sup>th</sup>)
  - ☐ Menu Cycle for RD approval - Quarterly
  - ☐ Outreach Report - Quarterly
  - ☒ Social Service Report for Non-Registered Services (10<sup>th</sup>)
  - ☐ Monthly, Ramp Loan Report (10<sup>th</sup>)
- B. Supplemental Payment Program
- ☐ ASCAP – Arizona Standardized Client Assessment Form (3<sup>rd</sup>)
- C. Arizona Long Term Care Services (ALTCS)
- ☐ PG001 – Monthly Log of ALTCS Home Delivered Meals (3<sup>rd</sup>)

**4.3 The reports require in 4.1 and 4.2 shall be submitted to:**

Pinal-Gila Council for Senior Citizens  
8969 W. McCartney Road  
Casa Grande, AZ 85194-7432

**5.0 DELIVERY AND UNITS OF SERVICE**

**5.1 Delivery of Service:**

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

- A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
- B. Significant changes in the delivery of the hot and/or frozen meal schedule.
- C. Revisions to the service methodology of any service specifications.
- D. Changes in the "suggested donation."
- E. The provider shall notify the PGSCS, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

**5.2 Level of Service**

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Home Repair & Renovations	31	

- 1) Direct Service means services performed by the contractor.
- 2) Purchase Service means services purchased via a subcontract by the contractor.

**6.0 Client Contributions:**

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

**7.0 Books and Records:**

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with PGSCS policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract

activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

including (1) include personnel records which contain application for employment for  
titles and descriptions, hire and termination dates, wage rates, effective dates of personnel  
actions affecting any of these items; (2) include time and attendance records for  
individual employees to report all absences and tardies; (3) include records of the  
source of all receipts and the deposit of all funds received by the Government; (4) include  
original copies of business documents, bills, invoices, etc., and a cash  
disbursement journal and cancelled checks to reflect all disbursements; (5) include a  
copy of a written approved cost allocation plan to reflect the  
method in which direct and indirect costs were to be charged to the contract  
and (6) include copies of personnel agreements, contracts or any other agreements  
which in any way affect contract expenditures. (7) maintain all other documents  
relating to receipts of cash or services as applicable. And such records not mentioned  
shall include an audit exception in the amount of the inadequately documented  
expenditures.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS  
CONTRACT OPERATING BUDGET

Attachment A

Agency Name:	Contract Number: 019-0444	Amend. #1	FOR PERIOD	Prepared by: M. Buzan	Date: July 1, 2018
Gila County Community Services Division			From: 7/01/18 To: 6/30/19		

**REVENUES**

Services	Home Repair (RPR)							GRAND TOTAL
Totals	10,226		0	0	0	0	0	10,226
AREA AGENCY CEILING	10,226							10,226
TITLE V								0
U.S.D.A.								0
ALTCS								0
OTHER CEILING								0
OTHER CEILING								0
OTHER CEILING								0
REIMBURSEMENT CEILING	10,226	0	0	0	0	0	0	10,226
PROGRAM INCOME								0
NON-FEDERAL INKIND								0
NON-FEDERAL CASH								0
OTHER NON-FEDERAL CASH								0
TITLE V								0
OTHER FEDERAL								0
TOTAL REVENUE	10,226	0						10,226
Budget Categories								

**EXPENSES**

Personnel								0
ERE								0
Professional/Outside	9,675							9,675
Travel								0
Space								0
Equipment								0
Material/Supplies	551							551
Operating Svcs.								0
Allocated Indirect								
TOTAL EXPENSES	10,226	0						10,226
SUBTOTAL/Direct Svcs.								
SUBTOTAL/Purchased Svcs.	6,242	0						6,242
SERVICE TOTAL	6,242	0	0	0	0	0	0	0
No. of Units Direct	31							
No. of Units Purchased								
Unit Rate/Direct	201.35							
Unit Rate/Purchased								
Unit Rate/Contract								



## Pinal-Gila Council for Senior Citizens

Area Agency on Aging  
8969 W. McCartney Rd.  
Casa Grande, Arizona 85194-7432  
(520) 836-2758 1-800-293-9393  
Fax (520) 421-2033

CONTRACT BETWEEN **PINAL-GILA COUNCIL FOR SENIOR CITIZENS** (The PGCSC)  
and **GILA COUNTY COMMUNITY SERVICES DIVISION**  
(The Provider)  
located at **5515 South Apache St., Ste. 200, Globe, AZ 85501**

The PROVIDER is:      ☐ Private Non-Profit Corporation  
                                 ☐ Corporation  
                                 ☒ Other: County Government


WHEREAS, THE PGCSC is duly authorized to execute and administer contracts under A.R.S. §41-1953.1 et seq.; and,

WHEREAS, THE PGCSC desires that THE PROVIDER deliver services and THE PROVIDER has agreed to deliver services pursuant to the terms and conditions herein;

THEREFORE, THE PGCSC AND THE PROVIDER agrees to abide by all the terms and conditions set forth in this Contract.

This document, its annexes, appendices and attachments, including any subcontracts, amendments and modifications shall constitute the entire Contract between the parties, and supersedes all other understandings, oral or written.

FOR AND ON BEHALF OF THE PGCSC:

  
SIGNATURE

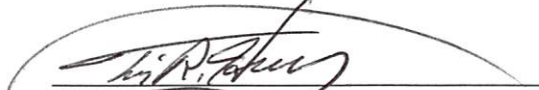
Olivia B. Guerrero, M.S.  
TYPE NAME

PRESIDENT/CEO  
TITLE

6/28/18  
DATE

PGCSC #019-0444 FY18-19  
CONTRACT I.D. NUMBER


FOR AND ON BEHALF OF THE PROVIDER:

  
SIGNATURE

Tim R. Humphrey  
TYPE NAME

Chairman  
TITLE

08/07/2018  
DATE

ATTEST:   
Marian Sheppard, Clerk of the Board

Approved as to form:

Jefferson Dalton 8-7-18

Jefferson R. Dalton,

Deputy Gila County Attorney, Civil Bureau Chief



PINAL-GILA COUNCIL FOR SENIOR CITIZENS  
ANNEX B

CONTRACT I.D. NUMBER: 019-0444

**GILA COUNTY COMMUNITY SERVICES DIVISION**

- ☒ Area Agency on Aging, Region V (AAA)
- ☐ Supplemental Payment Program (SPP)
- ☐ Title V
- ☐ United States Department of Agriculture (USDA)
- ☐ Arizona Long Term Care System (ALTCS)

**1.0 REIMBURSEMENT/PAYMENT CEILING:**

The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be:

Amount during the Contract Term    \$ 6,242

*If this contract is extended or renewed for multiple periods, or is established as a multi-year contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below.*

Maximum amount during the period from July 1, 2018 to June 30, 2019 is \$6,242

The method of compensation shall be in accordance with Section 2.0 of this Compensation Section.

**2.0 COMPENSATION**

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

☐ 2.1 Rate *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

☒ 2.2 Fixed Price with Price Adjustment *Note: This section is not applicable unless the box is either darkened or marked with an "X".*

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling
Home Repair & Renovations (RPR)	\$6,242

### 3.0 **METHOD OF PAYMENT**

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with Section 4.04 Payment of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

- A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.

- B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.
- C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).
- D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.
- E. **The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10<sup>th</sup> day of each month. Failure to comply by the 10<sup>th</sup> day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.**
- F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in Section 4.03 Amendments of the General Provisions.
- G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.
- H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.
- I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.
- J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

### **3.1 Arizona Long Term Care Services (ALTCS)**

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at \$0.00.

#### **4.0 REPORTING REQUIREMENTS**

##### **4.1 Financial Reporting Requirements**

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10<sup>th</sup> day of the month:

- [X] A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

##### **4.2 Program Reporting Requirements**

In accordance with Section 3.15 Reporting Requirements of the General Provisions, the Provider shall submit the following Program reports on or before the 10<sup>th</sup> day of the month or as designated:

- A. Pinal-Gila Council for Senior Citizens/AAA
- [ ] Congregate Monthly Meals Report (10<sup>th</sup>)
  - [ ] Home Delivered Meals Monthly Meals Report (10<sup>th</sup>)
  - [X] Monthly Social Services (10<sup>th</sup>)
  - [ ] Congregate Meals Registration Form w/Nutrition Score - Weekly
  - [ ] Service Utilization Log (Service Log) (3<sup>rd</sup>)
  - [ ] Monthly Education/Activities Report (10<sup>th</sup>)
  - [ ] Calendar of Activities (10<sup>th</sup>)
  - [ ] Food Cost Report (10<sup>th</sup>)
  - [ ] Nutrition Education Report (10<sup>th</sup>)
  - [ ] Transportation Summary Sheet (10<sup>th</sup>)
  - [ ] Menu Cycle for RD approval - Quarterly
  - [X] Outreach Report - Quarterly
  - [ ] Non-Client Supportive Service Report – FCSP and roster (10<sup>th</sup>)
  - [ ] Monthly, Ramp Loan Report (10<sup>th</sup>)
- B. Supplemental Payment Program
- [ ] ASCAP – Arizona Standardized Client Assessment Form (3<sup>rd</sup>)
- C. Arizona Long Term Care Services (ALTCS)
- [ ] PG001 – Monthly Log of ALTCS Home Delivered Meals (3<sup>rd</sup>)

##### **4.3 The reports require in 4.1 and 4.2 shall be submitted to:**

Pinal-Gila Council for Senior Citizens  
8969 W. McCartney Road

Casa Grande, AZ 85194-7432

## **5.0 DELIVERY AND UNITS OF SERVICE**

### **5.1 Delivery of Service:**

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

- A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
- B. Significant changes in the delivery of the hot and/or frozen meal schedule.
- C. Revisions to the service methodology of any service specifications.
- D. Changes in the "suggested donation."
- E. The provider shall notify the PGCS, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

### **5.2 Level of Service**

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Home Repair & Renovations	20	

- 1) Direct Service means services performed by the contractor.
- 2) Purchase Service means services purchased via a subcontract by the contractor.

### **6.0 Client Contributions:**

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

### **7.0 Books and Records:**

The Provider shall keep detailed books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with PGCS policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the

source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS  
CONTRACT OPERATING BUDGET

Attachment A

Agency Name:		Contract Number: 019-0444		FOR PERIOD		To: 6/30/19		Prepared by: M. Buzan		Date: July 1, 2018	
Gila County Community Services Division				From: 7/01/18							
REVENUES											
Services	Home Repair (RPR)										GRAND TOTAL
Totals	6,242		0	0	0	0	0	0	0		6,242
AREA AGENCY CEILING	6,242										6,242
TITLE V											0
U.S.D.A.											0
ALTCS											0
OTHER CEILING											0
OTHER CEILING											0
OTHER CEILING											0
REIMBURSEMENT CEILING	6,242		0	0	0	0	0	0	0		6,242
PROGRAM INCOME											0
NON-FEDERAL INKIND											0
NON-FEDERAL CASH											0
OTHER NON-FEDERAL CASH											0
TITLE V											0
OTHER FEDERAL											0
TOTAL REVENUE	6,242		0								6,242
EXPENSES											
Budget Categories											
Personnel											0
ERE											0
Professional/Outside	5,742										5,742
Travel											0
Space											0
Equipment											0
Material/Supplies	500										500
Operating Svcs.											0
Allocated Indirect											
TOTAL EXPENSES	6,242		0								6,242
SUBTOTAL/Direct Svcs.											
SUBTOTAL/Purchased Svcs.	6,242		0								6,242
SERVICE TOTAL	6,242		0	0	0	0	0	0	0		0
No. of Units Direct	20										
No. of Units Purchased											
Unit Rate/Direct	312.10										
Unit Rate/Purchased											
Unit Rate/Contract											

**PROGRAM/ADMINISTRATION SECTION****1.0 Authorized Signatory for Contractor:**

- 1.1 Gila County Community Services Division, FEI No. 2019-01-09  
PROVIDER AGENCY NAME FEDERAL EMPLOYER IDENTIFICATION NUMBER
- 5515 S. Apache Avenue Ste. 200 Globe, AZ 85501 (928) 425-7631  
Address Phone Number
- 1.2 Tommie Martin Chairman Board of Supervisors  
Name of Principal Authorized Signatory Title

To execute contracts and amendments and is responsible for the delivery of Contract Services during the term of this Contract.

- 1.3 In the absence of the principal authorized signatory named above, Malissa Buzan  
Name  
Director is authorized to sign this Contract and any amendments thereto on behalf of the  
Title  
 Provider.

**2.0 Notices:**

- 2.1 The PGCSC AAA shall address all notices relative to this Contract to the attention of:  
Malissa Buzan, Director of Gila County Community Services Department  
Name and Title  
5515 S. Apache Avenue, STE 200, Globe, AZ 85501 (928) 425-7631  
Address Phone Number  
 FAX: (928) 425-9468 E-MAIL: mbuzan@gilacountyaz.gov
- 2.2 Daily contact regarding programmatic issues for this contract:  
Estelle Belarde, Deputy Director of Gila County Community Services  
Name and Title  
5515 S. Apache Avenue, Ste.200 Globe, AZ 85501 (928) 425-7631  
Address Phone Number  
 FAX: (928) 425-9468 E-MAIL: ebelarde@gilacountyaz.gov
- 2.3 Financial contact for issues regarding to this contract:  
Estelle Belarde, Deputy Director of Gila County Community Services  
Name and Title  
5515 S. Apache Avenue, Ste.200 Globe, AZ 85501 (928) 425-7631  
Address Phone Number  
 FAX: (928) 425-9468 E-MAIL: ebelarde@gilacountyaz.gov

- 2.4 The Provider shall address all notices relative to this Contract to the attention of:

President/CEO Telephone Number: (520) 836-2758  
 Pinal-Gila Council for Senior Citizens FAX: 520-421-2033  
 8969 W. McCartney Rd., Casa Grande, AZ 85194-7432 E-Mail: info@pgcsc.org

**3.0 Contract Term:**

The term of this Contract shall begin on July 1, 2018  
 ■ or the date of last signature, whichever is later, and shall terminate on June 30, 2019

- 4.0 **Contract Purpose:** The Contract Services to be provided during the term of this Contract shall address the problem(s) and need(s) and seek to achieve program goals described below.

The target populations and needs are identified and specified in the Area Agency on Aging Area Plan for Services and the Area Plan Amendments.

Contract Goal: To plan, coordinate and implement a comprehensive system of services for the elderly in accordance with the Older Americans Act of 1965 (42 U.S.C., and 3001, et. seq.); the OAA Regulations 45 CFR part 1321; DHHS Grant Administration Regulations (45 CFR part 74); and other applicable laws, rules and policies.



## 5.0 Contract Services and Service Delivery

### 5.1 Scopes of Work:

Each Contract Service to be provided during the term of this Contract shall be delivered in accordance with the requirements indicated in this contract.

### 5.2 Subcontractor

[ ] Any portion of the Contract Services to be provided under this contract by Subcontractors as identified in Section 5.6 of Annex A Section, the Contractor understands and warrants that no work shall be performed by a Subcontractor until the subcontract document has been reviewed by and approved in writing by the authorized PGCSC representative.

### 5.3 The Contract Services marked (x) below indicate the service(s) to be delivered during the term of this Contract to eligible persons are:

<input checked="" type="checkbox"/> Home Repair & Renovations	<input type="checkbox"/> Congregate Meals	<u>Home Care Cluster:</u>
<input type="checkbox"/> Adult Day Health	<input type="checkbox"/> Home Delivered Meals	<input type="checkbox"/> Attendant Care
<input type="checkbox"/> Case Management – PSA II & V	<input type="checkbox"/> Transportation	<input type="checkbox"/> Housekeeping
<input type="checkbox"/> Legal	<input type="checkbox"/> Respite	<input type="checkbox"/> Personal Care
<input type="checkbox"/> Family Caregiver Services – Case Management - PSA II & V		

### 5.4 Eligibility Criteria, Intake Procedures and Case Records:

#### 5.4.1 Eligibility Criteria

##### [ ] A. Title III:

Aging Services Eligibility criteria is limited to the descriptions in 45 CFR Part IV. "Grants for State and Community Programs on Aging," and Title XVI of the Social Security Act, as amended, and as identified in Aging & Adult Administration's Policy and Procedure Manual – 2004 and PGCSC Policies and Procedures.

#### 5.4.2 Intake Procedures

- A. Providers will be required to adhere to PGCSC's Central Intake System for all client tracked (case managed) services.
- B. As required for individual services per Aging & Adult Administration's Policy and Procedure Manual Chapter 3000, Section 3140 and PGCSC policies and procedures.
- C. Providers will be required to adhere to Aging & Adult Administration's Policies with respect to entry of client data and service billing on the DAARS system.

#### 5.4.3 Case Records

Case records shall be maintained as specified in the Aging & Adult Administrations Policy and Procedures 3000, Section 3140 and PGCSC policies and procedures.

### 5.5 Staffing:

Each Contract Service shall be provided by the following personnel positions:

[illegible]

5.6 Facility Location:

Contract Services may be delivered only at the facilities and locations specified below and shall be available during the hours of operation indicated:

<b>NAME OF FACILITY, ADDRESS, PHONE AND FAX NUMBER WHERE THE SERVICES WILL BE PROVIDED.</b>  (IF SERVICES ARE PROVIDED IN CLIENTS HOME, LIST INFORMATION FOR FACILITY PRIMARY OFFICE LOCATION)	<b>CONTRACT SERVICE(S)</b>	<b>SUBCONTRACTOR</b>	<b>DAYS AND HOURS OF OPERATION</b>	<b>GEOGRAPHIC COVERAGE</b>
Gila County Community Services 5515 S. Apache Avenue, Ste 200 Globe, AZ 85501 Phone: (928) 425-7631 Fax: (928) 425-9468	Home Repair and Renovations		Monday – Friday 8am – 5pm	Gila County

The facility(s) listed above will not be open on those holidays marked below (darken box for applicable holidays):

- |   |  |  |  |
|---|--|--|--|
| <input checked="" type="checkbox"/> New Year's Day                    | <input type="checkbox"/> Good Friday                 | <input type="checkbox"/> Yom Kippur                  | (Other Holidays)   |
| <input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday | <input checked="" type="checkbox"/> Memorial Day     | <input type="checkbox"/> Columbus Day                | <input checked="" type="checkbox"/> Day after Thanksgiving |
| <input type="checkbox"/> Lincoln's Birthday                           | <input checked="" type="checkbox"/> Independence Day | <input checked="" type="checkbox"/> Veteran's Day    | <input type="checkbox"/> _____                             |
| <input type="checkbox"/> Washington's Birthday                        | <input checked="" type="checkbox"/> Labor Day        | <input checked="" type="checkbox"/> Thanksgiving Day | <input type="checkbox"/> _____                             |
| <input checked="" type="checkbox"/> President's Day                   | <input type="checkbox"/> Ros Hashanah                | <input checked="" type="checkbox"/> Christmas Day    | <input type="checkbox"/> _____                             |

☐ The holidays indicated above apply only to the administrative office; services are provided 24 hours.

**Scope of Work**  
Arizona Department of Economic Security (DES) – Area Agencies on Aging

**25.0 HOME REPAIR AND RENOVATIONS**

**25.1 Purpose Statement**

The service helps to assist older adults to obtain adequate housing, including residential repair and renovation projects designed to enable older adults to maintain their homes in conformity with minimal housing standards.

**25.2 Service Description**

25.2.1 Taxonomy Definition – A service that provides for safety and/or structural repairs to the home.

25.2.2 Home repair increases or maintains independence of eligible individuals.

25.2.3 Home repair increases the individual's mobility, safety, and access to and around the home.

25.2.4 For purposes of the Family Caregiver Support Program, this service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.

25.2.5 Eligibility Requirements - The Contractor shall provide services to individuals and caregivers that meet the eligibility requirements as described in Chapter 3000, Sections 3100 and 3600 of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

**25.3 Service Requirements – The Contractor shall:**

25.3.1 Require that all subcontractors receive an orientation to the Contractor's agency and to the target group being served.

25.3.2 For purposes of the Family Caregiver Support Program, require that services are provided on a temporary and limited basis as defined in the DAAS Policy and Procedures Manual, Chapter 3000, Section 3600, as may be amended.

25.3.3 Examine and utilize all other available resources (e.g., funding) prior to providing the service.

25.3.4 Assess the adequacy of the individual or caregiver's residences in relation to his/her needs, desires and preferences, and specify/document the needed structural repairs or adaptations.

25.3.5 Adapt, repair or build structural items which increase the person's ability to perform activities of daily living independently or which eliminate unsafe conditions, such as, but not limited to:

1. Building of ramps.
2. Cooler and heater repair/maintenance.
3. Widening of doorways.
4. Installation of grab bars.
5. Screen repair.
6. Installation of safety mats.
7. Window repair.
8. Minor roof repair.
9. Door repair.
10. Floor repair.

25.3.6 Any adaptations to be done to rental property shall have prior signed consent of the owner/landlord.

**25.4 Licensure/Certification Requirements – The Contractor shall:**

25.4.1 Comply with all federal, state and local licensure/certification requirements.

25.4.2 Require that materials and work meet industry standards.

25.4.3 Require that all repairs and adaptations conform to state and local building codes.

**25.5 Performance Measure**

25.5.1 Number of individuals that receive services annually.

**25.6 Reporting Unit**

25.6.1 One unit of service equals one repair or adaptation.

## PINAL-GILA COUNCIL FOR SENIOR CITIZENS UNIFORM GENERAL TERMS AND CONDITIONS

1. Definitions As used in these terms and conditions, the following terms have the following meaning:

- 1.1 **"Annex A"** is the annex to this Contract, which contains a description of the services to be delivered pursuant to this Contract.
- 1.2 **"Annex B"** is the annex to this Contract, which contains the approved budget, level of service and any conditions for payment for the delivery of service(s) pursuant to this Contract.
- 1.3 **"Attachment"** means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.4 **"Begin Date"** means the date that the contractor may start to provide services under this contract. The contractor will not be paid or reimbursed for contract services provided prior to the Begin Date. However, payments or reimbursements shall not be made under this contract until the effective date of this contract.
- 1.5 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment having an acquisition cost of \$1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., tax, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures or other facilities; improvements).
- 1.6 **"Compensation"** means that part of this contract that contains the approved method of payment or reimbursement, which may include a budget or fee or rate for the delivery of service(s) pursuant to this contract. Compensation also means Cost or Price.
- 1.7 **"Contract"** means the combination of the solicitation, including the Uniform and Special Instruction to offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.8 **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.9 **"Contract Expenditures"** means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget for Contract Services set forth in Annex B.
- 1.10 **"Contract Services"** means the services to be delivered by the Contractor that are so designated in Annex A.
- 1.11 **"Contractor"** means any person or entity who has a Contract with Pinal-Gila Council for Senior Citizens.
- 1.12 **"Days"** means calendar days unless otherwise specified.
- 1.13 **"Department"** means Pinal-Gila Council for Senior Citizens (PGCSC\_).
- 1.14 **"Eligible Persons"** means the persons determined eligible for contract services in accordance with the criteria set forth herein.
- 1.15 **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.16 **"Fiscal Year"** means the period beginning with July 1 and ending June 30.
- 1.17 **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal of greater value is received.
- 1.18 **"Materials"** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

- 1.19 **Procurement Officer** means the Pinal-Gila Council for Senior Citizens President/CEO, who is duly authorized to enter into and administer contract and make written determinations with respect to the contract or his or her designee.
- 1.20 **Reimbursement Ceiling** means the amount so designated in Annex B and is the maximum amount payable by Pinal-Gila Council for Senior Citizens under this contract.
- 1.21 **PGCSC** is Pinal-Gila Council for Senior Citizens , is the designated Area Agency on Aging (AAA) for Region V.
- 1.22 **Scope of Work** means the description of service(s) to be provided pursuant to this contract. Scope of Work also means "Service" .
- 1.23 **Services** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.24 **Subcontract** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.25 **Vulnerable adult** means an individual who is eighteen (18) years of age or older who is unable to protect him/herself from abuse, neglect or exploitation by others because of a physical or mental impairment.

## 2. Contract Interpretation

- 2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 **Contract Order of Precedence.** In event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 2.3.1 Special Terms and Conditions;
  - 2.3.2 Uniform Terms and Conditions;
  - 2.3.3 PGCSC Uniform General Terms and Conditions;
  - 2.3.4 Annex A, Statement or Scope of Work;
  - 2.3.5 Specifications – Methodology;
  - 2.3.6 Annex B, Budget and Conditions of Payment
  - 2.3.7 Attachments;
  - 2.3.8 Exhibits; and
  - 2.3.9 Documents referenced or included in Solicitation.
- 2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither part to this Contract shall be deemed to be the employee or agency of the other party to the Contract. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from the contract, the Contractor or their personnel will not be represented by PGCSC.
- 2.5 **Severability.** The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 **No Parol Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in the document and no other understanding either oral or in writing shall be binding.

- 2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation.

- 3.1 **Records.** Under A.R.S. §35-214 and §35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and PGCSC at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.1.1 Contract service records will be maintained in accordance with this contract. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures. Records shall, as applicable, meet the following standards:
- 3.1.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
- 3.1.1.2 Include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, and effective dates of personnel actions affecting any of these items;
- 3.1.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;
- 3.1.1.4 Include records of the source of all receipts and the deposit of all funds received by the contractor;
- 3.1.1.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
- 3.1.1.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
- 3.1.1.7 Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.
- 3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.2.1 Unless exempt under Federal law the contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 3.2.2 If contractor is an Indian Tribal Government, contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal contractor to engage in Indian preference in hiring.
- 3.2.3 The contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- 3.2.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under the Americans with Disabilities Act, the *(insert Contractor name here)* must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the *(insert Contractor name here)* must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the *(insert Contractor name here)* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. Please contact: *(insert Contractor contact person and phone number here)*"

- 3.3 **Audit.** Pursuant to ARS §35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and PGCSC, and where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), as amended by the Single Audit Act Amendment of 1996 (P.L. 104 to 156), contractors designated as subrecipients, as prescribed by the President's Council on Integrity and Efficiency Position Statement No. 6, expending Federal funds from all sources totaling \$300,000 or more (\$500,000 for fiscal years ending after December 31, 2103) must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133). The audit must include the Reporting Package as outlined in A-133. The Department's contract numbers and award amounts must be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. A copy of the Audit Report, Management Letter and Auditors Opinion must be submitted to the Department's office of Audit and Management Services within thirty (30) days after completion of the audit to the Department person designated to receive notices.
- 3.3.2 All contractors are subject to the programmatic and fiscal monitoring requirement of each Department program to insure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all contractors designated as vendors is an annual financial audit, which includes Department contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to the Department person designated to receive notices within thirty (30) days after completion of the audit.
- 3.3.3 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-awards audits, Department monitoring during the contract, and post-award audits.
- 3.3.4 Audits of non-profit corporation receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules regulations and standards.
- 3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. PGCSC shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If PGCSC determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by the PGCSC to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to PGCSC required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an Authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary. In the event that no person is designated to receive notices, then notices shall be sent to the contract signatory. All notices shall reference the contract number.



3.5.1 The Contractor shall give written notice to PGCSC of changes to the following, and a written amendment to the contract shall not be necessary and all such notices shall reference the contract number:

3.5.1.1 Change of address of business office;

3.5.1.2 Change of telephone number;

3.5.1.3 Changes in the name and/or address of the person to who notices are to be sent;

3.5.1.4 Changes in contract-related personnel positions of the contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract;

3.5.1.5 Change in the name of the contractor, where the ownership or responsible entity remains the same; or

3.5.1.6 In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

3.5.1.7 Where a change does not fall within 3.5 or its subsections, the Contractor must obtain approval from the Procurement Officer prior to effecting the changes.

3.6 **Advertising Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercials benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 **Property of PGCSC.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of PGCSC. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of PGCSC.

3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and PGCSC shall be considered the creator of such Intellectual Property. PGCSC shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify PGCSC, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in PGCSC and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than PGCSC. The intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not PGCSC without the express written authorization of PGCSC.

#### 4. Costs and Payments

4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from PGCSC within thirty (30) days.

4.1.1 Payments shall be made according to the methods of compensation defined as follows:

4.1.1.1 **Rate (or) Fixed Price** – The contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of units indicated for each contract service/deliverable. PGCSC may authorize unit in incremental amounts throughout the term of the contract by amending the contract.

**Fixed Price with Price Adjustment** – Reimburse to the contractor is in accordance with actual, allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The contractor shall furnish PGCSC with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a

category, may be deleted, added, or modified by a contract amendment, provided that the Total Service Cost shall not increase unless a price increase is permitted by renewal or extension of the contract.

- 4.1.1.2 The contractor shall report contract expenditures to PGCSC in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, PGCSC shall authorize payment or reimbursement in accordance with the method(s) indicated by this contract.
- 4.1.1.3 If the contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, PGCSC may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- 4.1.1.4 Under no circumstances shall PGCSC make payment to the contractor that exceeds the contract or service reimbursement ceiling without an amendment to this contract. Under no circumstances shall PGCSC make payment to the contractor for service performed prior to or after the term of the contract without timely extension or renewal of the contract.
- 4.1.1.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.
- 4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 **Applicable Taxes.**
  - 4.3.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
  - 4.3.2 **State and Local Transaction Privilege Taxes.** PGCSC is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 4.3.3 **Tax Indemnification.** Contractor and all subcontractor shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State and PGCSC harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 4.3.4 **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file, unless not required by law.
- 4.4 **Availability of Funds.** PGCSC may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. PGCSC has sole and unfettered discretion in determining the availability of funds. PGCSC and the contractor may mutually agree to reduce reimbursement to the contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- 4.5 **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the PGCSC for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. PGCSC shall make reasonable efforts to secure such funds. PGCSC may reduce or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated. The PGCSC President/CEO shall have the sole and unfettered discretion in determining the availability of funds.
- 4.6 **Availability of Funds for the Current Fiscal Year.** Should the Legislature (State and/or Federal) or any funding source take action and reduce the appropriations or for any reason and these goods or services are not funded, PGCSC may take any of the following actions:
  - 4.6.1 Accept a decrease in price offered by the contractor;

4.6.2 Cancel the contract;

4.6.3 Cancel the contract and re-solicit the requirements.

## 5. Contract Changes

5.1 **Amendments.** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.1.1 Change in the reimbursement ceiling;

5.1.2 Contract term, if extended and/or reduced without terminating the contract;

5.1.3 Service delivery methodology, the scope of work (change in the location of the delivery of service), or the level of service to be provided;

5.1.4 Ownership or legal entity responsible for the contract;

5.1.5 Personnel of the contractor, when the individual is indicated by name or qualification, in the contract;

5.1.6 Any other changes in the terms and conditions of the contract which Pinal-Gila Council for Senior Citizens deems substantial; or,

5.1.7 Except where contract special terms and conditions provide otherwise.

5.2 **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.2.1 The Contractor shall provide copies of subcontracts relating to the provision of contract services to PGCSC, upon request.

5.3 **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. PGCSC shall not unreasonable withhold approval.

## 6. Risk and Liability

6.1 **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 **Indemnification.**

6.2.1 **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that PGCSC shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that PGCSC shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 **Public Agency Language Only.** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs or expenses

(including reasonable attorney's fees) hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.

**6.3 Indemnification – Patent and Copyright.** The Contractor shall indemnify and hold harmless PGCSC against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by PGCSC of materials furnished or work performed under this Contract. PGCSC shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.P. § 41-621 and § 35-154, this section shall not apply.

#### **6.4 Force Majeure**

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

**6.4.2** Force Majeure shall not include the following occurrences:

**6.4.2.1** Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

**6.4.2.2** Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

**6.4.2.3** Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

**6.4.3** If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effect of such delay prevent the delayed party from performing in accordance with this Contract.

**6.4.4** Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits, if and to the extent that such delay or failure is caused by force majeure.

**6.5 Third Party Antitrust Violations.** The Contractor assigns to PGCSC any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractors, toward fulfillment of this Contract.

#### **7. Warranties**

**7.1 Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

**7.2 Quality.** Unless otherwise modified elsewhere in the terms and conditions, the Contractor warrants that, for one year after acceptance by PGCSC of the materials, they shall be;

- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 **Fitness.** The Contractor warrants that any material supplied to PGCSC shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 and 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by PGCSC.
- 7.5 **Year 2000**
  - 7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
  - 7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- 7.6 **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
  - 7.6.1 In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by PGCSC.
  - 7.6.2 Nothing in this contract shall be construed as a waiver of an Indian Tribe's sovereign immunity; nothing shall be construed as an Indian Tribe's consent to be sued, or as consent by an Indian Tribe to jurisdiction of any State Court.
  - 7.6.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. § 13-3620.
  - 7.6.4 The Contractor shall comply with P.L. 101-121, Section 319 (21 U.S.C. section 1352) and 29 C.F.R. Part 93 which prohibit the use of Federal funds for lobbying at which state, in part: Except with the express authorization of

Congress, the Contractor, its employees or agents, shall not utilize any Federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.

- 7.6.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. §23-722.01 relating to new hire reporting, A.R.S. §23-722.02 relating to wage assignment orders to provide child support, and A.R.S. §25-535 relating to administrative or court-ordered health insurance coverage for children.

**7.7 Survival of Rights and Obligations after Contract Expiration or Termination.**

- 7.7.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

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

**8 PGCSC's Contractual Remedies**

- 8.1 **Right to Assurance.** If PGCSC in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at PGCSC's options, be the basis for terminating the Contract under the Uniform Terms and Conditions, PGCSC Uniform General Conditions or other rights and remedies available by law or provided by the contract.

**8.2 Stop Work Order.**

- 8.2.1 PGCSC may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period(s) of days indicated by PGCSC after the order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- 8.3 **Non-exclusive Remedies.** The rights and the remedies of PGCSC under this Contract are not exclusive.

- 8.4 **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, PGCSC may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5 **Right of Offset.** PGCSC shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by PGCSC, or damages assessed by PGCSC concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs or damages described in the Uniform Terms and Conditions and PGCSC Uniform General Conditions.

## 9 Contract Termination

- 9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, PGCSC may cancel this Contract within three (3) years after Contract execution without penalty or further obligation of any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of PGCSC is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 **Gratuities.** PGCSC may, by written notice, terminate this Contract, in whole or in part, if PGCSC determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of PGCSC for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. PGCSC, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 **Suspension or Debarment.** PGCSC may, by written notice to the Contractor, immediately terminate this Contract if PGCSC determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify PGCSC. The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.
- 9.4 **Termination for Convenience.** PGCSC reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of PGCSC without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to PGCSC. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to PGCSC. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A. C. R2-7-701 shall apply.
- 9.5 **Termination for Default.**
- 9.5.1 In addition to the rights reserved in the Uniform Terms and Conditions and PGCSC Uniform General Conditions, PGCSC reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to PGCSC on demand.
- 9.5.3 PGCSC may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.5.4 The contract may immediately be terminated if PGCSC determines that the health or welfare or safety of service recipients is endangered.

- 9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11 **Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this contract 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 (Title 41).
- 12 **Certification of Cost or Pricing Data.** By signing the offer and contract award form, the contractor, change order, contract amendment or other official form, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to PGCSC shall be adjusted to exclude any significant amounts by which PGCSC finds the price was increased because the contractor furnished cost and pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by PGCSC may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.
- 13 **Fees and Program Income.** The contractor shall impose no fees or charges of any kind upon recipients for specific services authorized under this contract.
  - 13.1 The Contractor shall solicit voluntary donations from program participants for services received. The Contractor shall not deny service to any program participant solely because of a refusal to make a donation.
  - 13.2 Any income received by the Contractor or PGCSC, from participants contributions for services received, shall be reported in accordance with controlling law and regulation.
  - 13.3 Contract Nutrition Providers must utilize Senior Center Nutrition Site Councils to assist in developing a suggested donation amount(s). Suggested donation amount(s) must be posted in a visible location at the Nutrition Site.
  - 13.4 Solicitation of membership fees/dues is not permitted for services funded under this contract.
- 14 **Competitive Bidding.** The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of not more than one year and a acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.
- 15 **Confidentiality.** The Contractor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the contractor shall release information to PGCSC as required by the terms of this contract, by law or upon their request.
- 16 **Contract Extension.** PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC. The Procurement Officer may provide written notice to the Contractor that the contract is being extended for the period specified and a written amendment to the contract signed by both parties shall not be necessary. Any extension must be made prior to the end of the contract period specified in this contract.
- 17 **Contract Term.** The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.
  - 17.1 PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC.



- 17.2 PGCSC shall have the unilateral right to extend the contract period for 3 additional one-year periods or portions thereof for a total contract term not to exceed 4 years. The terms and conditions of any such contract extension shall remain the same as the original contract.
- 17.3 Any extension or renewal must be made prior to the end of the contract period specified in this contract.
- 17.4 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside the effective contract dates.)
- 18 **Cooperation.** PGCSC may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and PGCSC employees, and carefully fit its own work to such other Contractor's work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by PGCSC employees. The Contractor shall cooperate as PGCSC deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor's.
- 19 **Equipment.**
- 19.1 If the Contractor is authorized to purchase equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with PGCSC funds, shall be reported in accordance with PGCSC inventory policies and procedures. The contractor shall report equipment purchased with contract funds to PGCSC within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with PGCSC funds and submit the equipment inventory form to PGCSC person designated to receive notices.
- 19.2 PGCSC shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased under this contract. PGCSC shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.
- 19.3 The Contractor shall not dispose of any equipment purchased under this contract without the prior written consent of PGCSC during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustment to the contract.
- 19.4 Upon termination of this contract, any equipment purchased under this contract shall be disposed of as directed by PGCSB and, if sold, PGCSC shall be compensated in the amount of its equitable interest.
- 20 **Evaluation.** PGCSC may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.
21. **Fair Hearings and Service Recipients' Grievances.**
- 21.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the contractor and to PGCSC any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. PGCSC may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 21.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by PGCSC for reviewing and adjudicating grievances by service recipients or subcontractors arising from the contract.
- 22 **Fingerprinting.** The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to the following:
- 22.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints for the purpose of

- obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.
- 22.2 The provider shall assume the costs of fingerprint check and may charge these costs to it fingerprinted personnel. PGCSC may allow all or part of the cost of fingerprint checks to be included as an allowable cost in a contract.
- 22.3 Except as provided in A.R.S. §46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this state, or of acts committed in another state that would be offenses in this state, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 22.4 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).
- 22.5 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 22.6 Federally recognized Indian Tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offenses as described in A.R.S. § 46-141 (F) (as may be amended).

## 23 Insurance.

**INDEMNIFICATION CLAUSE:** The parties to this contract agree that Pinal-Gila Council for Senior Citizens, the State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of PGCSC, the State and/or DES as a result of entering into this contract. However, the parties further agree that PGCSC, the State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

### **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 State of Arizona and DES in no way warrant 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, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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

#### 23.1.1 **Commercial General Liability – Occurrence Form**

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000

- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: *"Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.*
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

#### 23.1.2 Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or 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: *"Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.*

#### 23.1.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

#### 23.1.4 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. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

23.2 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions: State of Arizona Department of Economic Security wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- a. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- b. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.

23.3 **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, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(Pinal-Gila Council for Senior Citizens, 8969 W. McCartney Rd., Casa Grande, AZ 85294-7432 and to State of Arizona Department Representative's Name & Address** and shall be sent by certified mail, return receipt requested.

23.4 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

23.5 **VERIFICATION OF COVERAGE:** Contractor shall furnish PGCSC and the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) 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 PGCSC and the State of Arizona 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 **(Pinal-Gila Council for Senior Citizens,, 8969 W. McCartney Rd., Casa Grande, AZ 85222-7432, and AZ DES –Department of Aging & Community Services, Contracts Management Unit, 1789 West Jefferson 2NW (086Z) Phoenix, AZ 85007.** The project/contract number and project description shall be noted on the certificate of insurance. PGCSC and the State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

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

23.6 **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

23.7 **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in paragraph 18 of the DES Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 18.2.2(G), provided that such request be delivered in writing to PGCSC at least 10 days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in DES ST&C paragraph 18.

24. **Levels of Service.**

24.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract during any transition to a subsequent contractor.

24.2 PGCSC makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of PGCSC and that PGCSC reserves the right to obtain like goods or services from other sources when such need is determined necessary by Pinal-Gila Council for Senior Citizens.

24.3 PGCSC Administration may obtain services under this contract.

24.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

24.5 PGCSC makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and PGCSC may decrease and/or increase them by providing written notice to the contractor.

24.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

25 **Monitoring.** Pinal-Gila Council for Senior Citizens may monitor the Contractor or subcontractor and they shall cooperate in the monitoring of services delivered, facilities maintained and fiscal practices.

26 **Payment Recoupment.** The Contractor must reimburse Pinal-Gila Council for Senior Citizens upon demand or PGCSC may deduct from future payments the following:

26.1 Any amounts received by the Contractor from PGCSC for contract services which have been inaccurately reported or are found to be unsubstantiated;

26.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by PGCSC.

- 26.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions.
- 26.4 Any amounts paid by PGCSC for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments.
- 26.5 Any amounts expended for items or purposes determined unallowable by PGCSC when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
- 26.6 Any amounts paid by PGCSC for which the contractor's books, record, and other documents are not sufficient to clearly substantiate that those amounts were used by the contractor to perform contract services;
- 26.7 Any amounts received by the Contractor from PGCSC which are identified as a financial audit exception;
- 26.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
- 26.9 Any amounts paid to the contractor which is subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
- 26.10 Any payments made for services rendered before the contract begin date or after the contract termination date.
- 27 **Personnel.** The Contractor's personnel shall satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this contract.
- 28 **Predecessor and Successor Contracts.** The execution or termination of this contract shall not be considered a waiver by PGCSC of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.
- 29 **Professional Standards.** The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.
- 30 **Reporting and Client Referral Requirements.**
- 30.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 10<sup>th</sup> day following each month during the contract term the Contractor shall submit programmatic and financial reports to PGCSC in the form set forth in the contract. Failure to submit accurate and complete reports by the 10<sup>th</sup> day following the end of a month may result, at the option of PGCSC, in retention of Payment. Failure to provide such report within 30 days following the end of a month may result, at the option of PGCSC, in a forfeiture of such payment.
- 30.2 The Contractor shall utilize a standardized assessment process for eligible persons including an instrument that meets at a minimum certain functional status requirements established by PGCSC and DES A&AA. PGCSC and DES A&AA must review and approve the instrument to be employed prior to implementation or usage of an assessment instrument.
- 30.3 The Contractor shall support the goals of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Aging Information Management System (AIMS for both the input client assessment and service authorization data) said data being extracted from the Arizona Standardized Client Assessment Plan. In addition, all client supporting data for case managed service unit delivered (including case management) and expenditure billed shall also be imputed into AIMS.
- 30.4 All potential clients for senior services will be directed to PGCSC's Central Intake Department for initial screening and appropriate referral. Senior Services include, but are limited to: Legal, Home Delivered Meals, Respite, Home Care, Family Caregiver Program, and Case Management.
- 30.5 Contractors of Congregate Meals shall support the goal of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Participant Registration Form and the Nutritional Screening Tool for input into the AIMS system.

- 30.6 No later than the 30<sup>th</sup> day following the termination of this contract, Contractor shall submit to PGCSC a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of PGCSC, in forfeiture of final payment.
- 30.7 All reports shall reference the contract number, Contractor name and contact person, and be submitted to the person designated by PGCSC.
- 31 **Substantial Interest Disclosure.**
- 31.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in contractor's organization or with which contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless contractor has made a full written disclosure of the proposed payments, including amounts, to PGCSC.
- 31.2 Leases or rental agreements or purchase of real property which would be covered by Paragraph 29.1 of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 31.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502.
- 32 **Supporting Documents and Information.** In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish PGCSC with any further documents and information deemed necessary by PGCSC. Upon receipt of a request for information from PGCSC, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- 33 **Technical Assistance.** PGCSC may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.
- 34 **Termination for Any Reason.**
- 34.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by PGCSC, shall assist PGCSC in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the contractor. The contractor must make provisions for continuing all management/administrative services until the transition of service or eligible persons is complete and all other requirements of this contract are satisfied.
- 34.2 In the event of termination or suspension of the contract by PGCSC, such termination or suspension shall not affect the obligation of the Contractor to indemnify PGCSC for any claim by any other party against PGCSC arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-162 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.
- 34.3 In the event of early termination, any funds advanced to the contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.
- 35 **Unallowable Costs.** The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), excluding later amendments and editions, on file with the Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs

which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with PGCSC funds.

In addition, the Contractor shall comply with the following publications, as applicable:

- 35.1 OMB Circular A-87 for State, local and Indian Tribal Governments.
- 35.2 OMB Circular A-122 for private nonprofit organizations other than institutions of higher education, hospitals or others specified in A-122.
- 35.3 OMB Circular A-21 for educational intuitions.
- 35.6 OMB Circular A-133 for audits of institutions of fighter education and other non-profit institutions.
- 36 **Visitation, Inspection and Copying.** Contractor's or subcontractor's facilities, services, books and records pertaining to the contract shall be available for visitation, inspection and copying by PGCSC and any other appropriate agent of the State or Federal Government. At the discretion of PGCSC, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If PGCSC deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities and services, as well as inspect and copy their contract-related books and records.
- 37 **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
- 38 **Certification Regarding Lobbying.** The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20.
- 39 **Federal Immigration and Nationality Act.**
- 39.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract. I-9 forms are available for download at USCIS.GOV.
- 39.2 The PGCSC may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should PGCSC suspect or find that the Contractor or any of its subcontractors are not in compliance, PGCSC may pursue any and all remedies allowed by law, including, but not limited to: Suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 40. **Inclusive Contractor.** Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- 41. **Pandemic Contractual Performance.** PGCSC shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. PGCSC may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
  - 1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
  - 2. Alternative methods to ensure there are services or products in the supply chain.
  - 3. An up to date list of company contacts and organizational chart.



- 41.1 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, PGCSC shall have the following rights:
1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
  2. PGCSC shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 of the AZ Procurement Code.
  3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, PGCSC, at its sole discretion may reinstate the temporarily voided contract(s).
42. **Rate Increase.** The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. PGCSC will review the request and shall determine if the increase shall be granted or if an alternative option is in the best interests of PGCSC. The rate increase adjustment, if approved, will be effective and executed via a contract amendment. Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.
43. **Responsibility for Payments Indemnification.** The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save PGCSC harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations and the nature hereinabove designated have been paid, discharged or waived.
44. **Transfer of Knowledge.** The Contractor shall, whenever feasible, share strategies and techniques with PGCSC staff to transfer the skills and knowledge acquired in the delivery of the contracted service.
45. **Transition of Activities.** In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract, shall work closely with the new contractor's personnel and/or PGCSC staff to ensure a smooth and complete transfer of duties and responsibilities. PGCSC's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or PGCSC staff to implement the transfer of duties. PGCSC reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.
46. **Warranty of Service.** The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. PGCSC's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the PGCSC Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

## TERMS AND CONDITIONS

### 1.0 Contract Term and Option to Extend

- 1.1 The term of the Contract shall be effective the date specified on the Contract Signature page and shall remain in effect for five (5) years or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.
- 1.2 The State has no obligation to extend or renew this Contract. However, this Contract may be extended or renewed for multiple periods, or may be established as a multi-year Contract in its entirety or in part at the sole option of the State.
- 1.3 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. (No billable activity outside of the effective dates).

### 2.0 Definitions

- 2.1 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 2.2 "Award Date" means the date the Contract is executed by the Department. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature page.
- 2.3 "Contract" means the combination of the Request for Applications, Instructions to Applicants, Terms and Conditions, Scope of Work, Attachments, and Contract Amendments.
- 2.4 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 2.5 "Contractor" means any person who has a Contract with the State.
- 2.6 "Days" means calendar days unless otherwise specified.
- 2.7 "Department" means the Arizona Department of Economic Security or ADES, unless otherwise indicated.
- 2.8 "Effective Date" means the date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature page.
- 2.9 "Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., axes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).
- 2.10 "Exhibit" means any item labeled as an Exhibit.
- 2.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 2.12 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 2.13 "May" indicates something that is not mandatory but permissible.
- 2.14 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 2.15 "Services" means the furnishing of labor, time or effort by a Contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 2.16 "Shall, Must" indicates a mandatory requirement.
- 2.17 "Should" indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 2.18 "Subcontract" means any Contract, expressed or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 2.19 "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 2.20 "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 2.21 "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

### 3.0 Advertising, Publishing and Promotion of Contract

- 3.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) that are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the

following statement: "This program was funded through a Contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

- 3.2 The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

**4.0 Amendments or Modifications**

- 4.1 This Contract may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Contract, unless done in writing and signed by the authorized representative of the respective parties.
- 4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Contract. Non-material alterations that do not require a written amendment are as follows:
- 4.2.1 Change of telephone number;
- 4.2.2 Change in authorized signatory; and/or
- 4.2.3 Change in the name and/or address of the person to whom notices are to be sent.
- 4.3 This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

**5.0 Applicable Law**

- 5.1 This Contract shall be governed and interpreted by the laws of the State of Arizona.
- 5.2 The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 5.3 Nothing in this Contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.
- 5.4 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
- 5.5 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this Contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- 5.6 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- 5.7 The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 5.8 Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

**6.0 Arbitration**

- 6.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1516, except as may be required by other applicable statutes (Title 41).

**7.0 Assignment and Delegation**

- 7.1 The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

**8.0 Audit**

- 8.1 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- 8.2 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:
- 8.2.1 Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
- 8.2.2 Summary schedule of prior audit findings
- 8.2.3 Auditor's Reports (detailed in the A-133)
- 8.2.4 Corrective Action Plan.
- 8.3 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the section 7.0 General Reporting Requirements in the Scope of Work.
- 8.4 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
- 8.5 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the Contract, and post-award audits.
- 8.6 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

**9.0 Availability of Funds**

- 9.1 The Department may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- 9.2 **Availability of Funds for the Current State Fiscal Year**
- 9.2.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions without further recourse obligation or penalty:
- 9.2.2 Reduce payments or units authorized;
- 9.2.3 Accept a decrease in price offered by the Contractor;
- 9.2.4 Cancel the Contract; or
- 9.2.5 Cancel the Contract and re-solicit the requirements.
- 9.3 **Availability of Funds for the Next State Fiscal Year**
- 9.3.1 Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

- 10.0 **Background Checks for Employment through the Central Registry** If providing direct services to children or vulnerable adults, the following shall apply:

- 10.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 10.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a Contract with this State and that person's employees;
  2. All employees of a Contractor;
  3. A subcontractor of a Contractor and the subcontractor's employees; and
  4. Prospective employees of the Contractor or subcontractor at the request of the prospective employer.
- 10.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 10.4
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a Contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
  2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 10.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
  2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct Service Position is located at: <https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>.
- 10.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 10.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check form is located at: <https://www.azdes.gov/opac>.
- 11.0 **Cancellation for Conflict of Interest**
- 11.1 Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 12.0 **Certification of Cost or Pricing Data**
- 12.1 The Contractor certifies that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of submittal. Such adjustment by the State may include overhead, profit or fees.
- 13.0 **Certification Regarding Lobbying**
- 13.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)
- 14.0 **Code of Conduct**

- 14.1 The Contractor shall avoid any action that might create or result in the appearance of:
- 14.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract;
  - 14.1.2 Acting on behalf of the State without appropriate authorization;
  - 14.1.3 Provided favorable or unfavorable treatment to anyone;
  - 14.1.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
  - 14.1.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or
  - 14.2.6 Loss of impartiality when advising the State.
- 15.0 **Competitive Bidding**
- 15.1 The Contractor is authorized to purchase the supplies and equipment itemized in the Contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.
- 16.0 **Confidentiality**
- 16.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.
- 16.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.
- 17.0 **Cooperation**
- 17.1 The Department may undertake or award other Contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).
- 18.0 **Cooperation with the Department's Investigation**
- 18.1 All Contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any ADES investigation, including but not limited to an investigation by Division or Internal Affairs. Failure to adhere to this policy may result in ADES taking whatever actions it deems appropriate, from removal of the subject and or witness from working with ADES clients up to terminating the Contract with ADES.
- 19.0 **Data Sharing Agreement**
- 19.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.
- 20.0 **Equipment**
- 20.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this Contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30)

- days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.
- 20.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this Contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.
- 20.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the Contract.
- 20.4 Upon termination of this Contract, any Equipment purchased under this Contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.
- 20.5 Under a fixed price Contract, Sections 20.1 through 20.4 do not apply unless specifically required by federal or state law.
- 21.0 **Evaluation**
- 21.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.
- 21.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to Contract impact in support of Department goals.
- 22.0 **E-Verify Requirements**
- 22.1 In accordance with ARS §41-4401 as may be amended, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A as may be amended. (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.")
- 22.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 22.3 Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 22.4 The Department retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 22.2.
- 23.0 **Fair Hearings and Service Recipients' Grievances**
- 23.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 23.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this Contract.
- 24.0 **Federal Immigration and Nationality Act**
- 24.1 The Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the ADES upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S.

Department of Labor's Immigration and Control Act, for all employees performing work under the Contract -9 forms are available for download at USCIS.GOV.

- 24.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State determine that the Contractor or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

**25.0 Fees and Program Income**

- 25.1 Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

**26.0 Fingerprinting**

- 26.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
- 26.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
- 26.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:
- 26.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.
- 26.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 26.4 Federally recognized Indian tribes will submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 36-594.01 (as may be amended).

**27.0 Force Majeure**

- 27.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 27.2 Force Majeure shall not include the following occurrences:
- 27.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 27.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 27.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 27.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as



- practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 27.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 28.0 **Inclusive Contractor**
- 28.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- 29.0 **Indemnification**
- 29.1 Indemnification for Contractor:
- 29.1.1 **Contractor/Vendor Indemnification (Not Public Agency)** The parties to this Contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.
- 29.1.2 **Public Agency Language Only** Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 29.1.3 **Indemnification - Patent and Copyright** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 29.2 **Indemnification Clause:**
- 29.2.1 The parties to this Contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this Contract is responsible for its own negligence.
- This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*
- 29.3 Indemnification for Subcontractor:
- 29.3.1 In addition, the Contractor shall cause its Contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

30.0 **Insurance Requirements**

- 30.1 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.
- 30.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **Minimum Scope And Limits Of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

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

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"*.
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or 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 State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"*.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- c. This paragraph, **Business Automobile Liability**, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization is changed.

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

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$ 500,000
  - Disease -- Each Employee \$ 500,000
  - Disease -- Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S. 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000
- a. In the event that the professional liability insurance required by this 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. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

5. **Fidelity Bond or Crime Insurance**

- Bond or Policy Limit \$ 100,000
- a. The bond or policy shall be issued with minimum limits of \$100,000.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy shall include coverage for third party fidelity.
- d. The bond or policy shall include coverage for theft and mysterious disappearance.
- e. The bond or policy shall contain no requirement for arrest and conviction.
- f. The bond or policy shall cover loss outside the premises of the Named Insured

- B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of

Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. 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, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise and shall be sent by certified mail, return receipt requested.

D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Contract. If the Contractor or subcontractor chooses to use SSCIP, AMRRP, or another approved insurance pool as its insurance provider, the Contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements.

Contractors or subcontractors submitting Certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.

E. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this 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 State of Arizona 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 Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise. The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk

Management Division. Such action will not require a formal contract amendment, but may be made by administrative action.

- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 30.0 of these Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 30.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 30.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 30.0 above.

31.0 **IT 508 Compliance**

- 31.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-3531 and § 3532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

32.0 **Levels of Service**

- 32.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent Contractor.
- 32.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.
- 32.3 Any administration within the Department may obtain services under this Contract.
- 32.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
- 32.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.
- 32.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the Contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

33.0 **Monitoring**

- 33.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

34.0 **Non-Discrimination**

- 34.1 The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

- 34.2 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 34.3 If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
- 34.4 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- 34.5 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:  
 "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here* prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (*insert Contractor contact person and phone number here*)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, (*insert Contractor contact person and phone number here*)"
- 35.0 **No Parole Evidence**
- 35.1 Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 36.0 **No Waiver**
- 36.1 Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 37.0 **Notices**
- 37.1 All notices to the Contractor regarding this Contract shall be sent to the address indicated in Attachment 9.
- 37.2 All notices to the ADES regarding this Contract shall be sent to the address indicated in section 4.0 Notices in the Scope of Work.
- 37.3 All notices shall reference the Contract number.
- 37.4 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the Contract shall not be necessary:
1. Change of telephone number;
  2. Changes in the name and/or address of the person to whom notices are to be sent;
  3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract.
- 37.5 In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and may receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.
- 38.0 **Offshore Performance Of Work Prohibited**

38.1 Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers

39.0 **Order of Precedence**

39.1 In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

1. Terms and Conditions;
2. Scope of Work;
3. Attachments;
4. Exhibits; and
5. Documents referenced or included in the Request for Application.

40.0 **Ownership of Intellectual Property**

40.1 Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract.

40.2 Intellectual Property developed by the Contractor that is already in the public domain is exempt from this requirement.

41.0 **Pandemic Contractual Performance**

41.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

41.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:

1. After the official declaration of a pandemic, the State may temporally void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided Contract(s).

42.0 **Payments**

- 42.1 Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s). Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in section 37.0 Notices of these Terms and Conditions. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.
- 42.2 The Contractor shall report to the Department in the manner prescribed in section 8.0 Reporting Requirements in the Scope of Work. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.
- 42.3 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either offset the amount of payment or withhold payment up to the amount in dispute or default.
- 42.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the units authorized or contract/service reimbursement ceilings indicated in the Service Budget(s), as may be amended.
- 42.5 Under no circumstances shall the Department make payment to the Contractor for services performed after the term of the Contract without timely extension or renewal of the Contract.
- 42.6 The Contractor may offer a price reduction adjustment at any time during the term of the Contract. Any price reduction shall be executed by a contract amendment.
- 42.7 Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 42.8 The Contractor shall be responsible for paying all applicable taxes.
- 42.9 The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 42.10 Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 42.11 In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 43.0 Payment Recoupment**
- 43.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
- 43.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
- 43.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
- 43.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest Disclosure" section of these Terms and Conditions;
- 43.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, Contracts, or payments;
- 43.1.5 Any amounts expended for items or purposes determined unallowable by the Department when this Contract provides for the reimbursement of costs, see the "Unallowable Costs" section of this Contract;
- 43.1.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
- 43.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
- 43.1.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;
- 43.1.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these Terms and Conditions.
- 43.1.10 Any payments made for services rendered after the Contract termination date.



**44.0 Personnel**

44.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this Contract.

**45.0 Predecessor and Successor Contracts**

45.1 The execution or termination of this Contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior Contract with the Contractor.

**46.0 Professional Standards**

46.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, and numbers of staff and individuals identified by name must be maintained as presented in the Contract.

**47.0 Reserve**

**48.0 Records**

48.1 Under A.R.S. § 35-214 and § 35-215 as may be amended, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

48.2 Contract service records will be maintained in accordance with this Contract. Records shall, as applicable, meet the following standards:

48.2.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

48.2.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;

48.2.3 Include time and attendance records for individual employees to support all salaries and wages paid;

48.2.4 Include records of the source of all receipts and the deposit of all funds received by the Contractor;

48.2.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Contract;

48.2.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and,

48.2.7 Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.

48.3 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

48.4 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except as may be provided in section 50.0 of these Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

48.4.1 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.

48.4.2 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

**49.0 Relationship of Parties**

49.1 The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

49.2 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.

49.3 Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

**50.0 Reporting Requirements**

50.1 See section 8.0 Reporting Requirements in the Scope of Work.

50.2 Contractor shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the Contract, unless otherwise provided in this Contract. Contractor shall submit final program and fiscal reports no later than the 60th day following termination of the Contract. The final fiscal report for the contract term shall include all adjustments to prior financial reports submitted for the contract term. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

50.3 All reports shall reference the contract number and be submitted to the person designated by the Department.

**51.0 Responsibility for Payments Indemnification**

51.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the Contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

**52.0 Right of Offset**

52.1 The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages.

**53.0 Severability**

53.1 The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

**54.0 State's Contractual Remedies**

54.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Terms and Conditions or other rights and remedies available by law or provided by the Contract.

54.1.1 For designated agencies, termination shall comply with the Older American's Act legislation.

54.2 Stop Work Order. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

54.2.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the Contract shall be amended in writing accordingly.

54.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

54.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

**55.0 Subcontracts**

55.1 The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of ADES. The Contractor shall clearly list any proposed

- subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 55.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Procurement Officer. The request shall:
- 55.2.1 Be on the Contractor's company letterhead;
- 55.2.2 Be signed by an authorized representative of the Contractor; and
- 55.2.3 Contain the following information:
1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
  2. The certifications required of the subcontractor (if any);
  3. The subcontractor's small business status (if applicable);
  4. The type of goods and/or services to be provided by the subcontractor;
  5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
  6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.
- 55.2.4 The State reserves the right to request additional information deemed necessary about any proposed subcontractor.
- 55.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.
- 56.0 **Substantial Interest Disclosure**
- 56.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.
- 56.2 Leases or rental agreements or purchase of real property which would be covered by Section 55.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 56.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.
- 57.0 **Supporting Documents and Information**
- 57.1 In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- 58.0 **Suspension or Debarment**
- 58.1 The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form Attachment 3.
- 59.0 **Technical Assistance**
- 59.1 The Department will provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.
- 60.0 **Termination**
- 60.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 60.2 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511 as may be amended, the State may cancel this Contract within three (3) years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also

- cancel this Contract as provided in A.R.S. § 38-511 as may be amended.
- 50.3 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 50.4 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
- 50.5 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 50.6 Termination for Default.
- 50.6.1 In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 50.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 50.6.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 50.6.4 The Department may immediately terminate this Contract if the Department determines that the health or welfare or safety of service recipients is endangered.
- 50.6.5 For designated agencies, termination shall comply with the Older American's Act legislation.
- 50.7 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 50.8 Termination for Any Reason. In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.
- 50.9 In the event of termination or suspension of the Contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.
- 50.10 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

61.0 **Third-Party Antitrust Violations**

61.1 The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

62.0 **Transfer of Knowledge**

62.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

63.0 **Transition of Activities**

63.1 In the event that a Contract is awarded to a new Contractor for services similar to those being performed by Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new Contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new Contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

64.0 **Unallowable Costs**

64.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

64.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

64.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.

64.2.2 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

64.2.3 OMB Circular A-21 for educational institutions.

64.2.4 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

65.0 **Visitation, Inspection and Copying**

65.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

65.2 **Facilities Inspection and Materials Testing:** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

66.0 **Warranties**

66.1 The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall

be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.

66.2 Liens: The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

66.3 Quality: Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

1. Of a quality to pass without objection in the trade under the Contract description;
2. Fit for the intended purposes for which the materials are used;
3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
4. Adequately contained, packaged and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

66.4 Fitness: The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

66.5 Inspection/Testing: The warranties set forth in subparagraphs 66.2 through 66.4 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

66.6 Compliance With Applicable Laws: The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

66.7 Survival of Rights and Obligations after Contract Expiration or Termination:

66.7.1 Contractor's Representations and Warranties: All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

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

66.8 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

67.0 Limited English Proficiency

67.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34 (Exhibit 1).

68.0 Contract Documents

68.1 The following constitute an integral part of the Contract:

68.1.1 Terms and Conditions

68.1.2 Scope of Work

68.1.3 Administrative Methodology

68.1.4 Service Methodologies

68.1.5 Attachments

68.1.6 Exhibits

## Appendix A

1. 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). 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 and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.
2. Notice is hereby given that this agreement is subject to cancellation for conflict of interest under A.R.S. 38-511. In addition, this agreement may be cancelled or terminated without cause by either party giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
3. Pinal-Gila Council for Senior Citizens 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 Pinal-Gila Council for Senior Citizens may result in action by Gila County up to and including termination of this Agreement.

**ARF-5484**

**Consent Agenda Item 4. B.**

**Regular BOS Meeting**

Meeting Date: 05/21/2019

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Quit Claim Deed for Sale of Assessor's Tax Parcel No. 207-05-002B.

Background Information

On May 26, 2015, the Board of Supervisors adopted Resolution No. 15-05-05 which outlines the policy and procedures for the sale of land held by the State of Arizona under tax deed. The procedures allow the Clerk of the Board to sell these parcels over the counter for the total lien amount. A separate \$15 fee is required to be paid by the purchaser in order to record the Quit Claim Deed. The procedures also state that a consent agenda action item will be submitted to the Board of Supervisors on a regular meeting agenda to obtain authorization from the Board for the Chairman's signature on the Quit Claim Deed.

Assessor's tax parcel number 207-05-002B was deeded to the State of Arizona in 2015 with a total lien amount of \$459.63. It did not sell at the Board of Supervisors' annual tax sale/auction that was held on January 19, 2016.

Evaluation

On May 13, 2019, the Clerk of the Board sold the subject parcel to Kallam Kruse for the lien amount. Said payment was deposited with the Gila County Treasurer on the same day. A separate \$15 payment was submitted to record the Quit Claim Deed. This property is a alley parcel located in Country Club Manor in Globe.

Conclusion

The Board of Supervisors needs to authorize the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 207-05-002B. Once the deed has been finalized and recorded, the property will go back on the County's tax rolls.

Recommendation



The Clerk of the Board recommends that the Board of Supervisors authorize the Chairman's signature on a Quit Claim Deed to finalize the sale of Assessor's tax parcel number 207-05-002B to Kallam Kruse or Kayla Kruse.

Suggested Motion

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 207-05-002B to Kallam Kruse.

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Attachments

QCD 207-05-002B

Info and Map

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When recorded return to:  
Marian Sheppard, Clerk  
Gila County Board of Supervisors



## GILA COUNTY QUIT-CLAIM DEED

**THIS QUIT CLAIM DEED**, made this day 21<sup>st</sup> day of May 2019, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and Kallam Kruse or Kayla Kruse, Joint Tenants with Right of Survivorship, Grantees.

**Address of Grantee: 1485 Cherry Ave, Miami, AZ 85539**

### RECITALS

**WHEREAS**, the real property hereinafter described was conveyed to the State of Arizona by Treasurer's Deed for the non-payment of taxes, which taxes had been legally assessed against, and became a lien upon, said property according to law; and

**WHEREAS**, the Gila County Board of Supervisors, on behalf of the State of Arizona, advertised and offered said property for sale to the highest bidder for cash in accordance with A.R.S. §42-18302 and 42-18303; and

**WHEREAS**, on the 13<sup>th</sup> day of May 2019, Grantees did purchase said property for the sum of four hundred fifty nine dollars and sixty-three cents (\$459.63);

**NOW, THEREFORE**, in consideration of the premises, Grantor does hereby quit-claim to Grantees, the following described real property situated in the County of Gila, State of Arizona.

**Assessor's Tax Parcel Number: 207-05-002B**

**PCL IN BLK 14 COUNTRY CLUB MANOR UNIT 2; BEG AT NW COR LOT 2 BLK 15; TH N 89D 25MIN E 69.77FT; TH S 0D 35MIN E 14FT; TH S 89D 25MIN W 69.77FT; TH N 0D 35MIN W 14FT TO POB PER COUNTY RESOLUTION.**

**Exempt from Affidavit of Property Value pursuant to A.R.S. §11-1134 (A) (3)**

Grantor:

Attest:

---

Tim R. Humphrey, Chairman  
Gila County Board of Supervisors

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Marian Sheppard, Clerk  
Gila County Board of Supervisors

STATE OF ARIZONA )  
 ) SS  
COUNTY OF GILA )

**ACKNOWLEDGEMENT**

Before me, Melissa F. Henderson, a Notary Public in and for the County of Gila, State of Arizona, on this 21<sup>ST</sup> day of May 2019, personally appeared Tim R. Humphrey, Chairman, Board of Supervisors, Gila County, Arizona, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

---

Notary Public  
My Commission Expires:

WHEN RECORDED RETURN TO:  
GILA COUNTY TREAS.

TREASURER'S DEED  
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **8 th/ 15 th** on the day of **July , 2015** 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 **29** day of **June, 2015**, a Treasurer's Deed will issue to the said grantee, and

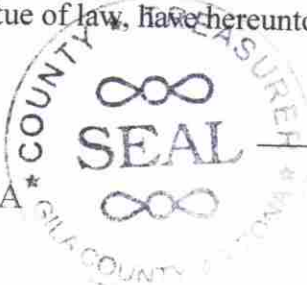
WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **STATE OF ARIZONA** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **20705002B**

ACCOUNT NUMBER: **R008947**

DESCRIBED AS : **PCL IN BLK 14 COUNTRY CLUB MANOR UNIT 2; BEG AT NW COR LOT 2 BLK 15; TH N 89D 25MIN E 69.77FT; TH S 0D 35MIN E 14FT; TH S 89D 25MINW 69.77FT; TH N 0D 35MIN W 14FT TO POB PER COUNTY RESOLUTION**

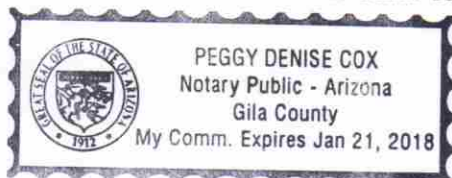
IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **29 th** day of **JULY, 2015** .



*Debora Savage*  
Treasurer of Gila County

STATE OF ARIZONA  
COUNTY OF GILA

This instrument was acknowledged before me this **31 st** day of **JULY, 2015** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.



*Peggy Denise Cox*  
Notary Public

My Commission Expires: **1-21-2018**

(Alley left off of Deeds)  
ADVERTISE FOR TWO CONSECUTIVE WEEKS  
A.R.S. 42-18265

Alleyway

Left off of 002A

(2014 Escobedo)

## TREASURER'S OFFICE

Gila County, Arizona

April 16, 2015

Notice is hereby given that **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real  
property owned by: **COTHRUN GARY T ESTATE 1/2**

and situated in Gila County, Arizona:  
**PARCEL # 20705002B ACCOUNT # R008947**

**Legal Description: PCL IN BLK 14 COUNTRY CLUB MANOR UNIT 2; BEG AT  
NW COR LOT 2 BLK 15; TH N 89D 25MIN E 69.77FT; TH S 0D 35MIN E 14FT; TH  
S 89D 25MINW 69.77FT; TH N 0D 35MIN W 14FT TO POB PER COUNTY  
RESOLUTION**

which on **19 th day of February, 2010** was sold to  
**STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to  
**\$ 409.63**  
as represented in Tax Sale Certificate No. **2010-033378**

If redemption according to law be not made before the **29 th**  
**day of June, 2015 .**

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 of Gila County, Arizona

\$ 409.63  
50.00 Clerk's fee  
\$ 459.63



# 207-05-002-B

*Alley Way left off of 002A (2014 Escobedo)*

**THIS PROPERTY IS SUBJECT TO  
FORECLOSURE FOR  
DELINQUENT TAXES**

**TREASURER'S OFFICE**

Gila County, Arizona

Notice is hereby given that **STATE OF ARIZONA**  
has applied for a Treasurer's Deed to the following described real  
property owned by: **COTHRUN GARY T ESTATE 1/2**

**COTHRUN PATRICIA R ESTATE 1/2**

and situated in Gila County, Arizona:

**PARCEL # 20705002B ACCOUNT # R008947**

**Legal Description: PCL IN BLK 14 COUNTRY CLUB MANOR UNIT 2; BEG AT  
NW COR LOT 2 BLK 15; TH N 89D 25MIN E 69.77FT; TH S 0D 35MIN E 14FT; TH  
S 89D 25MINW 69.77FT; TH N 0D 35MIN W 14FT TO POB PER COUNTY  
RESOLUTION**

which on **19 th day of February, 2010** was sold to  
**STATE OF ARIZONA**

for taxes, interest and penalties and charges amounting to:  
**\$ 409.63**

as represented in Tax Sale Certificate No. **2010-033378**

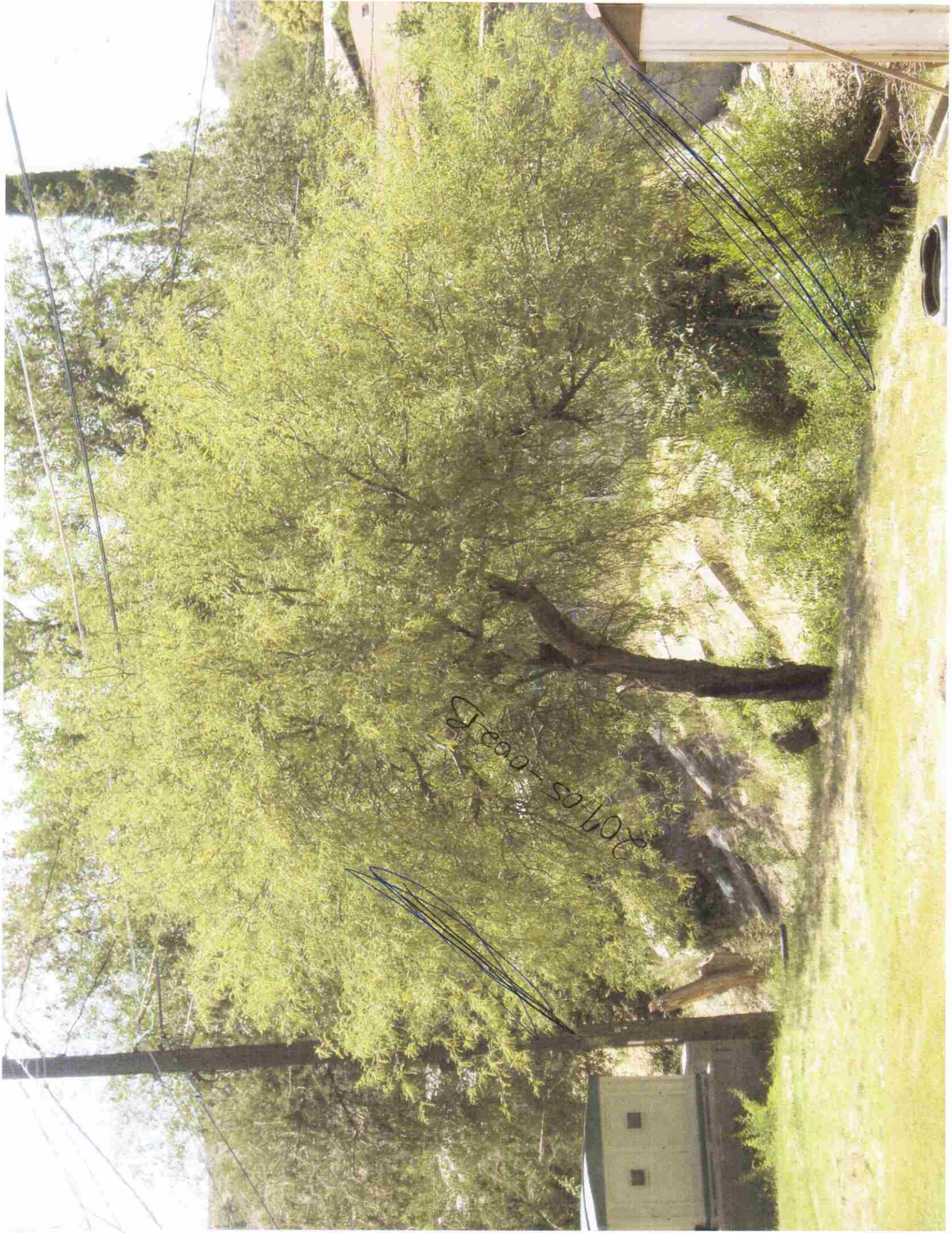
If redemption according to law be not made before the **29 th**  
**day of June, 2015**.

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**

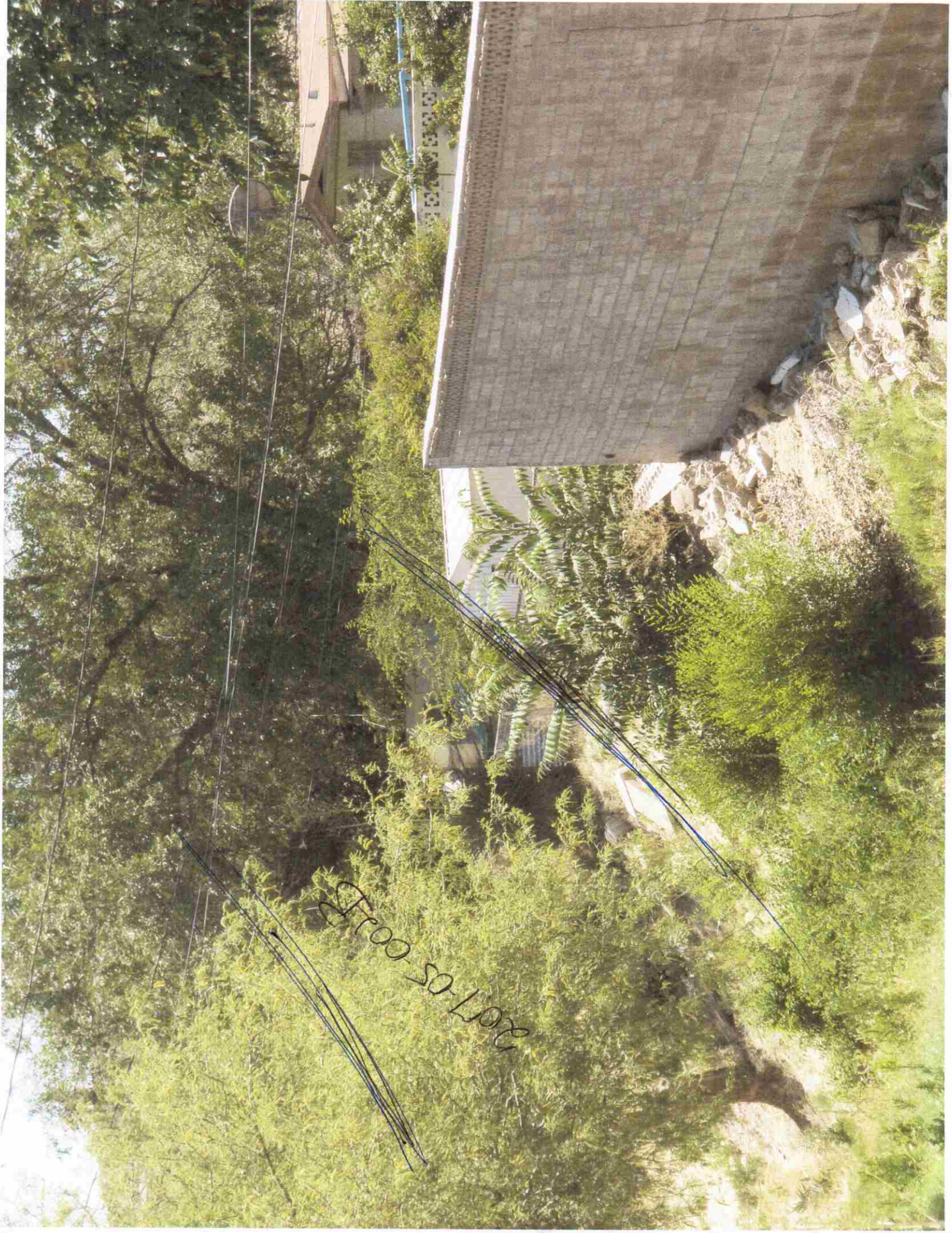
Treasurer of Gila County, Arizona





2017-05-10  
Geo-50102





2017-05-00102

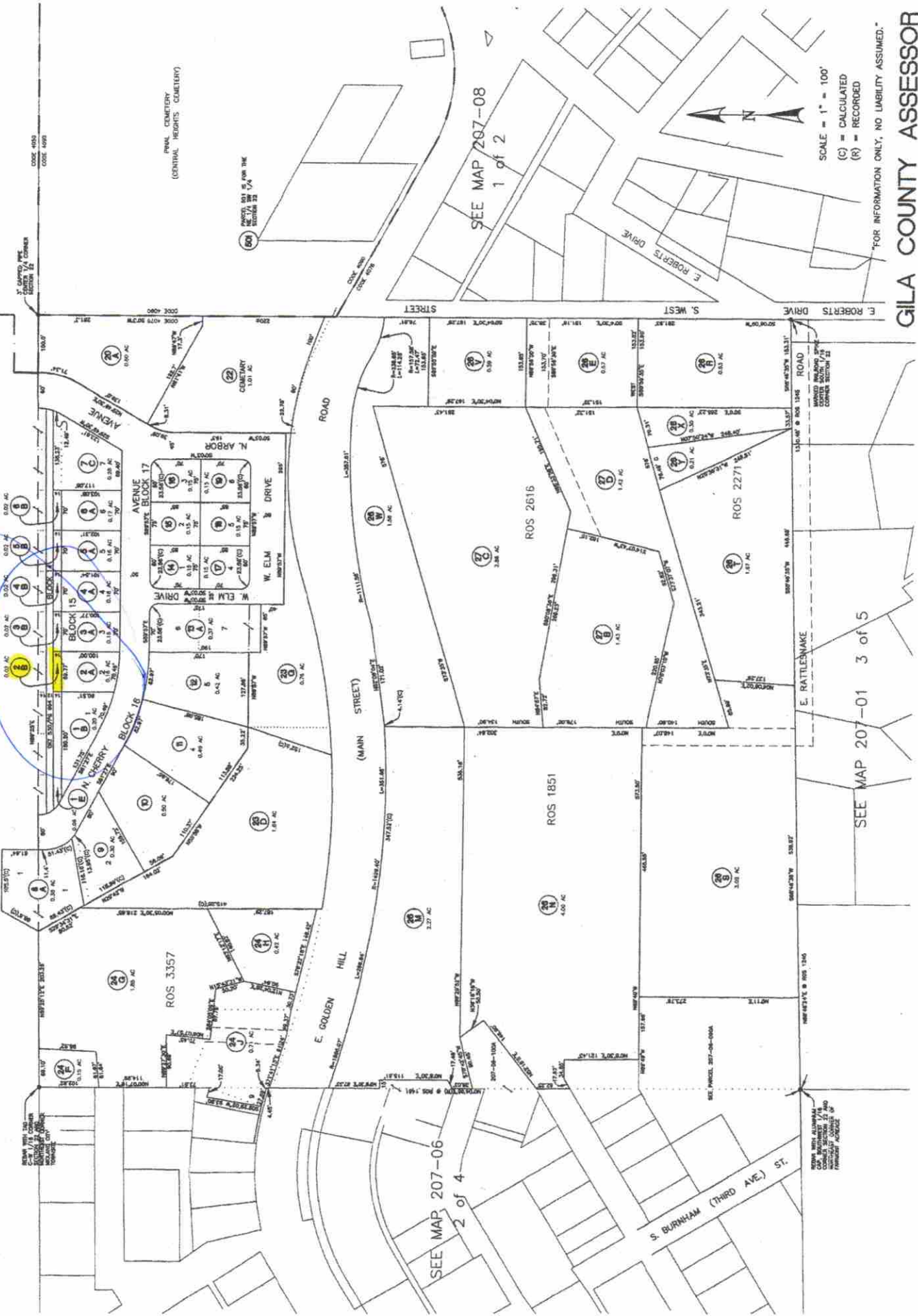


NE 1/4 SW 1/4 SECTION 22  
T1N R15E

207-05  
CODE 4076  
UPDATED 12-04-14

COUNTRY CLUB MANOR UNIT NO. 2  
Gila County Recorded Plat 146

SEE MAP 207-04



GILA COUNTY ASSESSOR

**ARF-5458**

**Consent Agenda Item 4. C.**

**Regular BOS Meeting**

Meeting Date: 05/21/2019

Submitted For: Steve Lessard, Chief Probation Officer

Submitted By: Sylvia Hernandez, Chief Administrative Officer

Department: Superior Court

Fiscal Year: 2019-2020

Budgeted?: Yes

Contract Dates 07/01/2019 -

Grant?: No

Begin & End: 06/30/2020

Matching Yes

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Resolution No. 19-05-09 for Probation Department's participation in the FY 2019-2020 Family Counseling Program.

Background Information

For the past eighteen years, Gila County has been providing a matching fund requirement for the Gila County Probation Department to participate in the Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division.

Evaluation

As provided for in A.R.S. §8-264, a county may elect to participate in the family counseling program by resolution of the county's board of supervisors. The supreme court shall then certify a list of counties which have elected to participate and shall inform those counties of the amounts of funding available to them.

The court shall certify that the amount expended by the county for purposes of determining matching funds has been utilized to supplement, not supplant, county or state funds that would otherwise be available for family counseling services.

The court shall certify that the amount of aid provided by the state and county to a family counseling program does not exceed seventy percent of the program's annual operating budget.

### Conclusion

The monies for this program provide services for strengthening family relationships and prevention of juvenile delinquency.

In the past, when the Board of Supervisors has adopted this resolution the County Finance Department has allocated the cash match requirement to be taken from the Probation General Fund under line item 4340-45 -Miscellaneous matching funds expense.

### Recommendation

The Gila County Probation Department recommends the adoption of Board Resolution No. 19-05-09 certifying that the Board of Supervisors will provide \$1,954 in matching funds for the participation in the Family Counseling Program.

### Suggested Motion

Approval to adopt Resolution No. 19-05-09 authorizing Gila County Probation Department's participation in the FY 2019-2020 Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division, and certifying that a matching fund requirement of \$1,954 for the Program will be provided by the County.

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### Attachments

Resolution No. 19-05-09

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**RESOLUTION NO. 19-05-09**

**A RESOLUTION AUTHORIZING GILA COUNTY PROBATION DEPARTMENT'S PARTICIPATION IN THE FY 2019-2020 FAMILY COUNSELING PROGRAM THROUGH THE ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS, JUVENILE JUSTICE SERVICES DIVISION, AND CERTIFYING THAT A MATCH FUND REQUIREMENT OF \$1,954 FOR THE PROGRAM WILL BE PROVIDED BY THE COUNTY.**

**WHEREAS**, the Gila County Probation Department has been participating in the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division's Family Counseling Program for many years as provided for in Arizona Revised Statutes, Sections 8-261 through 8-265; and,

**WHEREAS**, the Family Counseling Program has proved to be beneficial by providing counseling to Gila County youth who have come to the attention of the court along with their families and siblings in an effort to address family problems that may be contributing to unlawful behavior; and

**WHEREAS**, the Gila County Probation Department requests that the Board of Supervisors authorize its continuation in the Family Counseling Program for fiscal year 2019-2020 and certify that \$1,954 will be provided as a match fund requirement;

**NOW, THEREFORE**, we, the members of the Gila County Board of Supervisors do hereby authorize the Gila County Probation Department's participation in the FY 2019-2020 Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division, and certify that a match fund requirement of \$1,954 for the program will be provided by the County.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of May 2019, at Globe, Gila County, Arizona

Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

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Marian Sheppard  
Clerk of the Board

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Tim R. Humphrey, Chairman

Approved as to form:

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The Gila County Attorney's Office

**ARF-5483**

**Consent Agenda Item 4. D.**

**Regular BOS Meeting**

**Meeting Date:** 05/21/2019

**Reporting Period:** April 30, 2019 and May 7, 2019

**Submitted By:** Melissa Henderson, Deputy Clerk

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**Information**

**Subject**

April 30, 2019 and May 7, 2019 Board of Supervisors' Meeting Minutes

**Suggested Motion**

Approval of the April 30, 2019, and May 7, 2019, Board of Supervisors' meeting minutes.

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**Attachments**

04-30-19 Meeting Notes

04-30-19 Meeting Notes

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**BOARD OF SUPERVISORS MEETING MINUTES  
GILA COUNTY, ARIZONA**

Date: April 30, 2019

**TOMMIE C. MARTIN**

Member

**MARIAN E. SHEPPARD**

Clerk of the Board

**TIM R. HUMPHREY**

Chairman

By: Marian Sheppard  
Clerk of the Board

**WOODY CLINE**

Vice-Chairman

Gila County Courthouse  
Globe, Arizona

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PRESENT: Tim R. Humphrey, Chairman; Woody Cline, Vice-Chairman; Tommie C. Martin, Member (via ITV); W. James Menlove, County Manager (by phone); Jacque Sanders, Deputy County Manager, District Librarian; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Charles Shire, Deputy County Attorney Senior-Civil (via ITV); Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk.

**Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE**

Chairman Humphrey called the work session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room and he asked Jeff Dalton to lead the Pledge of Allegiance.

**Item 2 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion of Gila County's current sources of revenue for road maintenance.**

Homero Vela, Assistant County Manager, advised the Board that this work session is the first of a series that relate to the responsibilities of the Public Works Department. He provided a PowerPoint presentation to the Board, a copy of which is attached to the agenda item in the AgendaQuick™ electronic system.

A summary of the presentation is as follows: Gila County receives approximately \$7M per year in revenue to maintain 755 roadway miles. The County maintains both paved and unpaved roads. The County receives revenue from the following sources to maintain its roads - Highway User Revenue Funds (HURF), Vehicle License Tax (VLT) funds, and the County's Half-Cent Transportation Excise Tax (Excise Tax) funds. Beginning in 2008, the County received \$4,271,689 in HURF, \$1,148,052 in VLT, and \$3,381,490

in Excise Tax funds. For Fiscal Year (FY) 2019, the County received the County received \$4,402,220 in HURF, \$1,132,091 in VLT, and \$1,534,815 in Excise Tax funds or a 19% revenue decline over a 12-year period. The HURF formula distributes revenue based on fuel sales, population and road mileage and each contribute in the following manner for Gila County – population contribution 38%, fuel sales/fuel factor contribution 49% and road mileage contribution 13%. Fuel sales drive the HURF formula; therefore, the county that sells more fuel, receives more funding. Gila County receives approximately 1.4% of the total HURF that are allocated to Arizona counties. Gila County has lost 2.5% of its population since 2008, which also affects the amount of HURF that is received. It costs the County approximately \$763 per mile to maintain its roads and each road mile that is added will provide an estimated \$8,122 of additional revenue. In 2015, Gila County began sharing its VLT funding with cities and towns within the County, a voter-approved initiative. In 2008, the County budgeted \$12,532 per mile to spend on roads and today the budgeted amount is \$9,363 per mile.

Mr. Vela reviewed some recommendations that resulted from a transportation study that was conducted several years ago by Terry Doolittle, a consultant hired by the County and who was a former Pinal County Manager, and a more recent study conducted by Kimley Horn, a planning and design engineering consulting firm, that was hired by the County. The Board members and County staff entered discussions at various times during the presentation. The Doolittle Study recommendations are as follows: 1. Adopt a dirt road grading maintenance policy which uses a tiered approach that is traffic-count based, i.e., more heavily traveled roads are graded more often. 2. Written annual road maintenance schedule that includes seasonal activities per regional road yard. A specific schedule should be prepared for activities to be conducted within the next 60 days. 3. County should not fill any vacancies until justification on impact of road maintenance activities. If vacancies not filled, unused budget should be applied to pavement preservation. 7. Board of Supervisors should determine minimum amount to be maintained in unreserved fund balance and use excess for pavement preservation. 8. Aggressively use Excise Tax fund balance for pavement preservation. 9. Recommendation to Contract based on: In house expertise depleted, quality of work is difficult to ensure given short duration of activity, other organization's contract. (For the record, the numbering of Doolittle's recommendations is the same as provided in the PowerPoint presentation.) Kimley Horn's recommendations are as follows: 1. Roadway needs – A) New pavement on the Control Road and Young Road, and B) New bridges on Oak Creek and Tonto Creek, plus rehabilitate others. 2. Safety needs – A) Driver education and coordination of crash data, and B) Road safety assessments of Broadway and El Camino, Young Road, Russell Road, and Houston Mesa Road. 3. Multimodal transportation – bicycle lanes and sidewalks. 4. Finance needs. 5. Pavement management needs – chip seal, mill and replace, and reconstruct.

Some suggestions and highlights of the discussion are as follows:

Mr. Vela - Lobby to increase the gas tax as it has been at 18 cents since 1990. Possibly add more road miles to include Forest Service roads. Don't pave roads but look at every other rock beyond that, including chip seal. Only chip seal when an inspection indicates it is needed, not every 7 years as is listed in literature and guides on road maintenance. It may only be needed every 15 years. (Vice-Chairman Cline commented that it is difficult to reduce the amount of maintenance on Forest Service roads as the Forest Service at times mandates a certain amount of maintenance.) Adopt a dirt road grading policy to include tiers. (Vice-Chairman Cline voiced his opposition to a blading schedule and stated "You can put together a plan, but you need to have the foresight to change it when needed based on conditions. Maybe traffic-count based, but also make it based on the weather.") As road maintenance is seasonally driven, it would be best to look at a calendar every January to get an idea of the maintenance to be conducted on paved roads. The Board of Supervisors should determine the minimum amount that is to be maintained in the unreserved fund balance and use the excess for pavement preservation, and possibly begin using some of that money soon. At present the balance is \$6.8M. Mr. Vela also wants to focus more on pavement management with the scheduling of maintenance being based on inspections. He recently visited Tonto Basin and he noticed that a lot of crack seal is being used, so he suggested looking at other alternatives. (Chairman Humphrey advised that the same is true for Six Shooter Canyon Road, Kellner Canyon Road and old Highway 180.) Mr. Vela suggested polling other Arizona counties to determine what they are doing regarding road maintenance. The cost of doing chip sealing in-house also needs to be determined and decisions need to be made based on that data. A discussion ensued on pavement replacement engineering and work conducted in-house and by contract. Annual pavement preservation costs were reviewed based on recommended intervals.

Supervisor Martin – Meet with Forest Service personnel to address the issue of charging a toll to the public for heavily used Forest Service roads.

Vice-Chairman Cline – He does not agree with the Doolittle recommendation to not fill any vacancies until there is a justification on impact of road maintenance activities because there is limited staff at certain County road maintenance yards. He also is concerned that several experienced road crew staff who will soon be retiring and there aren't any employees that could readily fill those positions. (Mr. Vela added that the Doolittle report states there should be a justification for filling vacancies, so he would like to approach the issue from at least a cost solution to maintain the roads. He also indicated there may be a need to hire more personnel.)

Chairman Humphrey suggested entering into contracts to hire experienced retired employees or other qualified employees to work for a certain number of



days per week or month. He also suggested hiring someone who could provide equipment training to employees.

For the record: Supervisor Martin left the meeting at 10:54 a.m. Chairman Humphrey called for a short recess at 11:16 a.m. and he reconvened the meeting at 11:30 a.m.

Each Board member thanked Mr. Vela and Public Works Department staff for the very informative presentation.

**Item 3 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

No comments were provided by the public.

**Item 4 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.**

Chairman Humphrey, Vice-Chairman Cline and the County Manager did not have any current events to report.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting at 12:06 p.m.

APPROVED:

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Tim R. Humphrey, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MEETING MINUTES  
GILA COUNTY, ARIZONA**

Date: May 7, 2019

**TIM R. HUMPHREY**  
Chairman

**MARIAN SHEPPARD**  
Clerk of the Board

**WOODY CLINE**  
Vice-Chairman

By: Melissa Henderson  
Deputy Clerk

**TOMMIE C. MARTIN**  
Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Tim R. Humphrey; Chairman (via ITV); Woody Cline, Vice-Chairman (via ITV); Tommie C. Martin, Member (via ITV); W. James Menlove, County Manager (via ITV); 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. Woody Cline led the Pledge of Allegiance and Jefferson Dalton delivered the invocation.

**Item 2 – PRESENTATIONS:**

**A. Public recognition of three employees through the County's Spotlight on Employees Program, as follows: Gilbert Olivarez, Joel McDaniel and Jeff McClure.**

Erica Raymond, Human Resources Assistant Senior, read aloud a letter of nomination for Deputy Gilbert Olivarez. Deputy Olivarez works in the Sherriff's Office and has been employed with that office for 30 years. She read aloud a letter of nomination for Joel McDaniel. Mr. McDaniel works in the Public Works Department and has worked for the County for 10 years. She read aloud a letter of nomination for Deputy Jeff McClure. Deputy McClure works in the Sherriff's Office and has been employed with that office for 6 years. Deputy Olivarez, Mr. McDaniel and Deputy McClure each were presented with a gift card. Each Supervisor thanked the recipients.

**B. Presentation of Arizona Public Service Company's updated procedures that will be used during the summer fire season to mitigate wildfires.**

Neil Traver, Arizona Public Service (APS) Division Manager for Navajo County and Gila County, commented on the recent rainfall and upcoming fire season. APS has been looking at its equipment in the forested areas that have the potential to becoming a fire hazard. Distribution lines and feeder lines are being assigned a special rating of 1 to 5. APS personnel will be testing areas and turning off certain lines to make sure that the lines are intact and there are no problems with the line. There will be outages for multiple hours to repair and replace certain lines. APS will be sending out flyers to homeowners and businesses that will be impacted. Supervisor Martin asked if it will be major lines or the lines that branch off to homes. Mr. Traver replied that it would be all lines including the ones to homes, but mostly small lines to homes. Vice-Chairman Cline was pleased with the updated procedures and he thanked APS. Chairman Humphrey commented that it was great that they were looking out for the forests in Gila County and he thanked Mr. Traver for the presentation.

**Item 3 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to approve a three-year License Agreement between the Gila County Attorney's Office and Thomson Reuters for a West Proflex subscription plan for legal research from May 1, 2019, through April 30, 2022, at a cost of \$2,391.92 per month with a 3% annual increase.**

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief, advised that this License Agreement was being utilized for legal research in the County Attorney's Office and it has been used for many years. Mr. Dalton requested that the Board approve this agreement. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously approved the License Agreement with Thomson Reuters.

**B. Information/Discussion/Action to adopt Resolution No. 19-05-05 to conclude a Declaration of Emergency that was issued by the Board of Supervisors for February 2019 snow storms, and repeal Resolution No. 19-02-01.**

Michael O'Driscoll, Health and Emergency Management Department Director, advised that on February 20, 2019, the Board adopted Resolution No. 19-02-01 issuing a Declaration of Emergency due to snow storms that occurred in Gila County. A.R.S. §26-311 outlines the requirements for the Board to declare an emergency. Since there is no longer an emergency, it is time to conclude the Declaration of Emergency that was issued by repealing Resolution No. 19-02-01. Mr. O'Driscoll requested that the Board adopt Resolution No. 19-05-05

and repeal Resolution No. 19-02-01. Mr. O'Driscoll stated that all departments worked together and did a wonderful job during the emergency. Chairman Humphrey thanked Mr. O'Driscoll and staff for their work and he complimented the efficiency in which it was done. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously adopted Resolution No. 19-05-05 and repealed Resolution No. 19-02-01. **(A copy of Resolution No. 19-05-05 is attached to these minutes and permanently on file in the Board of Supervisors' Office.)**

**C. Information/Discussion/Action to adopt Resolution No. 19-05-04 in support of Capstone Mining Corporation's investments and efforts toward enhancement of our regional and state economy.**

James Menlove, County Manager, stated that Capstone has been working on several projects to extend the mine life of the Pinto Valley Mine and he requested that the Board adopt the Resolution that supports their investments and efforts toward enhancement of the regional and state economy. Vice-Chairman Cline commented that he remembered Capstone's recent presentation to the Board and he supports their efforts. Jacque Sanders, Deputy County Manager, District Librarian, advised that there was a representative from Capstone who wanted to address the Board. Timothy Ralston, Manager of Land, Permitting & Regulatory Affairs for Capstone Mining Corporation, thanked Mr. Menlove for the Resolution that will support the Pinto Valley Mine expansion. Mr. Ralston made a brief comment about the expansion process and stated that the Resolution would be presented to the Tonto National Forest Service at upcoming public meetings. Chairman Humphrey stated that the County was happy to help, and he thanked Mr. Ralston for his comments. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously adopted Resolution No. 19-05-04. **(A copy of the Resolution is attached to these minutes and permanently on file in the Board of Supervisors' Office.)**

**D. Information/Discussion/Action to adopt Resolution No. 19-05-02 supporting completion of the improvements to Highway 260 in the area of Lion Springs in Gila County.**

Mr. Menlove asked Ms. Sanders to address this agenda item. Ms. Sanders stated that the County has been working on this issue for approximately 19 years to ensure that improvements to the Lion Springs portion of Highway 260 are included in Arizona Department of Transportation's (ADOT) 5-Year Plan. This year it was not included in the 5-Year Plan. A similar resolution was adopted by the Board of Supervisors in 2016 because the Lion Springs portion of Highway 260 was dropped from ADOT's 5-Year Plan at that time. As a result of Gila County's efforts and the efforts of others, it was added back into the 5-Year Plan. The County is once again making the effort to ensure this portion of highway remains in ADOT's 5-Year Plan. Ms. Sanders intends to present this

Resolution at the May 17, 2019, ADOT Board of Directors' meeting. Supervisor Martin reiterated that this issue has been ongoing for a long time, and she was adamant that the road improvements are critical to ensure highway safety. Each Supervisor thanked Ms. Sanders and other County staff for their involvement in this effort. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously adopted Resolution No. 19-05-02. **(A copy of the Resolution is attached to these minutes and permanently on file in the Board of Supervisors' Office.)**

**E. Information/Discussion/Action to adopt Resolution No.19-05-01 accepting a Quit Claim Deed from Richard A. and Judith B. Caron, and Scott L. and Michelle C. Buzan, for that roadway shown on Record of Survey Map 855, Gila County Records, for roadway purposes; and establish the road as a Primitive Road.**

Steve Sanders, Public Works Department Director, advised that over a year ago a request was presented to the Board to accept an easement on the subject section of roadway, which was approved. Since that time the owners have decided that the process would be simpler if they just quit claimed the roadway easement to the County. Upon the Board's adoption of the proposed resolution, the road will be maintained by the County as a Primitive Road under the Gila County Maintained Roadway System. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously adopted Resolution No. 19-05-01. **(A copy of the Resolution is attached to these minutes and permanently on file in the Board of Supervisors' Office.)**

**F. Information/Discussion/Action to accept or reject a citizens' petition to begin the process to establish a portion of Six Shooter Canyon Road from the south boundary line of HES #110 to the west boundary line of HES #158 as a Primitive Road.**

Mr. Sanders advised that this requested Board action will begin the process to designate a portion of road in Six Shooter Canyon as a Primitive Road. Mr. Sanders apologized for the road description, as it was the only description that was received from Rural Addressing. Mr. Sanders requested that the Board accept the citizens' petition. Chairman Humphrey thanked Mr. Sanders and commented on the amount of traffic that has increased on this section of road. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously accepted the citizens' petition to establish a portion of Six Shooter Canyon Road as a Primitive Road under the Gila County Maintained Roadway System.

**G. Information/Discussion/Action to approve revised Policy No. BOS-FIN-113-Procurement to reflect changes to Section 8-Source Selection and Contract Formation Professional Services, Subsections (A) and (F).**

Mary Springer, Finance Director, advised that the Board previously adopted Policy No. BOS-FIN-113 during its November 20, 2019, meeting. Ms. Springer stated that since that time it was determined that a section (Selection Process) of the policy needed to be included. With the help of Charles Shire, Deputy Gila County Attorney Senior-Civil, the correct language and the section has been added to the policy. Ms. Springer requested the Board to approve the proposed policy revisions. Chairman Humphrey and Supervisor Martin both commented that they were pleased that policies and procedures are being reviewed and revised. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously approved revised Policy No. BOS-FIN-113. The updated policy will be posted on the County's website.

**H. Information/Discussion/Action to authorize Finance Department's electronic submission of the FY2019 Gila River Indian Community Gaming Grant Application for Hellsgate Fire District in the amount of \$115,000 to purchase new first responder field monitoring equipment.**

Ms. Springer stated that the County has been working with Hellsgate Fire District on this grant application in the amount of \$115,000 which, if awarded, will be used to purchase 3 heart monitors for field use. Chairman Humphrey asked if the County was acting as the pass-through agency to accept the funds to which Ms. Springer responded that was correct. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously authorized the Finance Department to electronically submit the FY 2019 Gila River Indian Community Gaming Grant Application for Hellsgate Fire District.

**I. Information/Discussion/Action to approve the Intergovernmental Agreement Regarding the Exercise of Power for the Operation of Arizona and New Mexico Counties (Coalition) for Stable Economic Growth that expires December 31, 2025, to once again become a voting member of the Coalition.**

Chairman Humphrey read aloud item 3I and asked for a motion to go into executive session. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board voted unanimously to go into executive session. Chairman Humphrey recessed the meeting at 10:36 a.m.

The regular meeting was reconvened at 11:16 a.m. and Chairman Humphrey asked for a motion on item 3I. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously approved the Intergovernmental Agreement Regarding the Exercise of Power for the Operation of Arizona and New Mexico Counties.

**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 Amendment No. 2 to Contract No. 100616-*Pharmacy Services for Gila County Detention Medical* to extend the contract term with Westwood Pharmacy for an additional year to May 8, 2020, at a cost of \$75,000; and remove unnecessary language from the contract.**

**B. Approval of Amendment No. 1 to Intergovernmental Agreement (IGA) No. 121117 with the Town of Winkelman to extend the contract term for an additional year to March 11, 2020, whereby the Community Development Department will continue to provide building and zoning review and inspection services for the Town; and remove unnecessary language from the IGA.**

**C. Approval of an Application for Extension of Premises/Patio Permit submitted by Tamara Morken to temporarily extend the premises where liquor is permitted to be served at THAT Brewery & Pub (Rimside Grill) located in Pine.**

**D. Appointment of the following Democratic Party Precinct Committeemen in Gila County: William T. Leister III - Globe #4 Precinct and Cecil Calvin Barton - Globe #4 Precinct.**

**E. Approval of the April 16, 2019, Board of Supervisors' meeting minutes.**

**F. Acknowledgment of the Human Resources reports for the weeks of April 2, 2019, April 9, 2019, April 16, 2019, April 23, 2019, and April 30, 2019.**

#### **APRIL 2, 2019**

##### **NEW HIRES:**

1. Alyxx Hartmann – Sheriff's Office – Detention Officer – 04/08/19 – General Fund – Replacing Juan Alvarez

##### **END PROBATIONARY PERIOD:**

2. Justin Goad – Sheriff's Office – Detention Officer – 01/08/19 – General Fund  
3. April Gates – Sheriff's Office – Detention Officer – 04/02/19 – General Fund  
4. Patricia Loos – Public Fiduciary Services – Administrative Clerk – 04/29/19 – General Fund  
5. Michael Hill – Sheriff's Office – Deputy Sheriff Sgt. – 04/16/19 – General Fund

##### **OTHER ACTIONS:**

6. Victoria Garcia – Sheriff’s Office – Detention Officer – 04/26/19 – General Fund – Changing resignation date from 05/01/19 to 04/26/19

REQUEST TO POST:

7. Public Fiduciary – Public Fiduciary Services Specialist – Vacated by Antonella Campos

**APRIL 9, 2019**

DEPARTURES:

1. Anna Rippy – Payson Justice Court – Justice Court Clerk – 05/11/19 – General Fund – DOH 07/27/15

NEW HIRES:

2. Paul Calihan – Sheriff’s Office – Detention Officer – 04/15/19 – General Fund – Replacing Bradley Bennett

TEMPORARY HIRES TO COUNTY SERVICES:

3. Travis Johnson – Public Works – Temporary Custodian – 04/03/19 – Facilities Management Fund – Replacing John Johnson

END PROBATIONARY PERIOD:

- 4. Matthew Binney – Sheriff’s Office – Deputy Sheriff Sgt. – 04/16/19 – General Fund
- 5. David Shaw Sr. – County Attorney’s Office – Diversion Officer – 03/10/19 – Diversion Program CA Fund
- 6. Gretchen McAnerny – County Attorney’s Office – Legal Secretary Senior – 04/01/19 – General Fund
- 7. Brook Griffin – Sheriff’s Office – Detention Officer – 04/23/19 – General Fund

DEPARTMENTAL TRANSFERS:

- 8. Shealene Loya – From Recorder’s Office – To Community Development – From Recorder’s Office Supervisor – To Administrative Assistant – 04/15/19 – General Fund – Replacing Therese Berumen
- 9. Antonella Campos – Public Fiduciary – From Public Fiduciary Services Specialist – To Public Fiduciary Services Specialist Senior – 05/01/19 – General Fund – Replacing Karen Miller

OTHER ACTIONS:

- 10. Karen Whiting – Clerk of Superior Court – Accounting Clerk Specialist – 04/16/19 – General Fund – Extending probationary period an additional six months
- 11. Robert Bulloch – Sheriff’s Office – Deputy Sheriff – 02/01/19 – General Fund – Change in overtime fund code



12. Andrew Marchesseault – Sheriff's Office – Deputy Sheriff – 03/11/19 – General Fund – Change in overtime fund code
13. Johnie Brake – Sheriff's Office – Deputy Sheriff – 04/01/19 – General Fund – Change in overtime fund code
14. Elliana Cabrera – Sheriff's Office – From Deputy Sheriff – To Deputy Sheriff Task Force Detective – 03/04/19 – From General Fund – To Drug Gang Violent Crime Fund – Temporary assignment

REQUEST TO POST:

15. Payson Justice Court – Justice Court Clerk – Vacated by Anna Rippy

**APRIL 16, 2019**

DEPARTURES:

1. Jonathan Nock – Public Works – Vehicle and Equipment Mechanic – 04/10/19 – Public Works Fund – DOH 01/22/19
2. Kristin Chism – Clerk of Superior Court – Courtroom Clerk Technician – 04/05/19 – General Fund – DOH 11/23/15
3. Ashley Harter -Sheriff's Office – 911 Dispatcher – 05/04/19 – General Fund – DOH 03/13/17

END PROBATIONARY PERIOD:

4. Melissa Cervantes – Public Works – Administrative Clerk Specialist – 04/29/19 – Public Works Fund
5. Samuel Blair – Sheriff's Office – Part-Time Inmate Counselor (.48) – 04/23/19 – General Fund

DEPARTMENTAL TRANSFERS:

6. Patricia Loos – Public Fiduciary – From Administrative Clerk – To Public Fiduciary Services Specialist – 05/01/19 – General Fund – Replacing Antonella Campos
7. Rhonda Rolf – Recorder's Office – From Recorder's Clerk Senior – To Recorder's Office Supervisor – 04/15/19 – General Fund – Replacing Shealene Loya

OTHER ACTIONS:

8. Eric Avalos – Sheriff's Office – Deputy Sheriff – 04/08/19 – General Fund – Change in overtime fund code

REQUEST TO POST:

9. Recorder's Office – Recorder's Clerk – Vacated by Carissa Rogers
10. Clerk of Superior Court – Courtroom Clerk Technician – Vacated by Kristin Chism
11. Public Works – Vehicle and Equipment Mechanic – Vacated by Jonathan Nock
12. Public Fiduciary – Administrative Clerk – Vacated by Patricia Loos

## **APRIL 23, 2019**

### **DEPARTURES:**

1. Laura Bryant – Assessor's Office – Property Appraiser 2 – 03/28/19 – General Fund – DOH 03/15/10
2. Adrienne Sandoval – Recorder's Office – Recorder's Clerk Senior – 04/08/19 – General Fund – DOH 02/04/19

### **NEW HIRES:**

3. Brad Hicks – Public Works – Recycling and Landfill Equipment Operator – 04/29/19 – Recycling and Landfill Management Fund – Replacing Patrick Turney
4. Gail Hewlett – Recorder's Office – Recorder's Clerk – 04/29/19 – General Fund – Replacing Katie Judd

### **END PROBATIONARY PERIOD:**

5. Omar Gonzalez – Superior Court – Calendar Administrator – 04/30/19 – General Fund
6. Jodi Rogers – Sheriff's Office – Administrative Bureau Supervisor – 04/30/19 – General Fund

### **DEPARTMENTAL TRANSFERS:**

7. Jamilyn Anderson – From Recorder's Office – To Health and Emergency Services – From Recorder's Clerk – To Medical Case Manager – 04/29/19 – From General Fund – To HIV Consortium Fund – Grant funded position
8. Courtney White – Sheriff's Office – From Deputy Sheriff – To Detention Officer – 04/29/19 – General Fund – Replacing Ruben Duarte

### **OTHER ACTIONS:**

9. Thoreina Hensley – Sheriff's Office – Deputy Sheriff Detective – 04/08/19 – General Fund – Change in overtime fund code
10. Johnny Holmes – Sheriff's Office – Deputy Sheriff – 04/08/19 – General Fund – Change in overtime fund code
11. Stephanie Mata – Globe Justice Court – From Temporary Justice Court Clerk Associate – To Justice Court Clerk (.50) – 04/23/19 – General Fund – Change in employment status

### **REQUEST TO POST:**

12. Health and Emergency Services – Worksite Wellness Coordinator – Vacated by Bethany Cheney

## **APRIL 30, 2019**

### **DEPARTURES:**

0. Martina Burnam – Probation – Probation Case Manager – 04/19/19 – General Fund – DOH 03/13/06
1. Mariah Campagna – Health and Emergency Services – Community Health Specialist – 05/08/19 – Community Health Grant Fund – DOH 08/10/15

OTHER ACTIONS:

2. Phillip Smith – Sheriff's Office – Deputy Sheriff – 04/22/19 – Sheriff BLESF Program (.99)/General (.01) Funds – Change in overtime fund

REQUEST TO POST:

3. Health and Emergency Services – Community Health Specialist – Vacated by Mariah Campagna

**G. Acknowledgment of the March 2019 monthly activity report submitted by the Clerk of the Superior Court's Office.**

**H. Acknowledgment of the March 2019 monthly activity report submitted by the Recorder's Office.**

**I. Acknowledgment of the March 2019 monthly activity report submitted by the Globe Regional Constable's Office.**

**J. Acknowledgment of the March 2019 monthly activity report submitted by the Payson Regional Constable's Office.**

**K. Acknowledgment of the March 2019 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.**

**L. Acknowledgement of the March 2019 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.**

Chairman Humphrey stated that he wanted to comment on item 4B and he thanked Scott Buzan and his staff for working with the Town of Winkelman on planning and zoning issues. He then asked for a motion on the Consent Agenda. 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.**

Penny Pew with Representative Gosar's Office stated that Representative Gosar is willing to write a letter in support of awarding the FY2019 Gila River Indian Community Gaming Grant to Hellsgate Fire District.

**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.**

Supervisor Martin, the County Manager and Deputy County Manager advised that they did not have any current events to present. Supervisors Humphrey and Cline presented a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting at 11:22 a.m.

APPROVED:

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Tim R. Humphrey, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

**ARF-5453**

**Consent Agenda Item 4. E.**

**Regular BOS Meeting**

**Meeting Date:** 05/21/2019

**Reporting Period:** Finance reports/ demands/ transfers for the reporting month of April 2019.

**Submitted For:** Amber Warden, Accounting Manager

**Submitted By:** Amber Warden, Accounting Manager

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**Information**

**Subject**

Finance reports/demands/transfers for the reporting month of April 2019.

**Suggested Motion**

Approval of finance reports/demands/transfers for the reporting month of April 2019.

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**Attachments**

FR-04-01-19 to 04-30-19

FR-04-01-19 to 04-30-19 Voids

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# Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

Number	Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable				
<u>Check</u>				
296003	04/01/2019	Accounts Payable	A2 Beeline Auto Glass	\$308.49
296004	04/01/2019	Accounts Payable	ALLIANT GAS LLC	\$3,073.81
296005	04/01/2019	Accounts Payable	American Fire Equipment Sales & Services Co	\$3,877.16
296006	04/01/2019	Accounts Payable	ARIZONA PUBLIC SERVICE	\$911.90
296007	04/01/2019	Accounts Payable	Arizona Supreme Court	\$3,070.00
296008	04/01/2019	Accounts Payable	ARIZONA WATER COMPANY	\$1,767.92
296009	04/01/2019	Accounts Payable	ARMSTRONG, STEPHEN	\$225.00
296010	04/01/2019	Accounts Payable	AT&T	\$50.75
296011	04/01/2019	Accounts Payable	AZURE SERVICES LLC	\$3,500.00
296012	04/01/2019	Accounts Payable	Bernays, Michael, B	\$7,673.00
296013	04/01/2019	Accounts Payable	Bulman Family Funeral Services	\$1,100.00
296014	04/01/2019	Accounts Payable	Burk, Steven, E	\$5,749.75
296015	04/01/2019	Accounts Payable	Byrum, Susan, K	\$375.00
296016	04/01/2019	Accounts Payable	COAST TO COAST COMPUTER PRODUCTS	\$784.74
296017	04/01/2019	Accounts Payable	Credit Card Revolving Fund	\$1,430.12
296018	04/01/2019	Accounts Payable	Dell Marketing LP	\$7,364.24
296019	04/01/2019	Accounts Payable	DZERA, JOHN, ROBERT	\$70.38
296020	04/01/2019	Accounts Payable	Earth Mover Tire Sales, Inc.	\$1,935.08
296021	04/01/2019	Accounts Payable	Earthquest Plumbing, Inc.	\$289.01
296022	04/01/2019	Accounts Payable	Freelance Litigation Solutions	\$2,648.22
296023	04/01/2019	Accounts Payable	Geiser, Raymond	\$13,205.77
296024	04/01/2019	Accounts Payable	Globalstar USA LLC	\$343.77
296025	04/01/2019	Accounts Payable	Globe Exterminators	\$400.00
296026	04/01/2019	Accounts Payable	Hillyard-Flagstaff	\$548.15
296027	04/01/2019	Accounts Payable	Hog Creek Towing & Impound Yard, Inc	\$210.00
296028	04/01/2019	Accounts Payable	Humane Society of Central Arizona	\$3,208.33
296029	04/01/2019	Accounts Payable	JaLin Enterprises Inc.	\$693.20
296030	04/01/2019	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$227.16
296031	04/01/2019	Accounts Payable	KS StateBank	\$265.05
296032	04/01/2019	Accounts Payable	Laboratory Corporation of America	\$2,583.90

# Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

296033	04/01/2019	Accounts Payable	Law Office of John S. Perlman, LLC	\$1,012.00
296034	04/01/2019	Accounts Payable	Maricopa County	\$2,000.00
296035	04/01/2019	Accounts Payable	MARSCHIK, VON	\$245.92
296036	04/01/2019	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$421.29
296037	04/01/2019	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$833.78
296038	04/01/2019	Accounts Payable	Maxim Staffing Solutions	\$5,024.50
296039	04/01/2019	Accounts Payable	Medical Diagnostic Imaging Group, Ltd.	\$160.01
296040	04/01/2019	Accounts Payable	Office Depot	\$294.79
296041	04/01/2019	Accounts Payable	Oro Valley Medicine, LLC	\$172.91
296042	04/01/2019	Accounts Payable	PARKER, KYLE	\$225.00
296043	04/01/2019	Accounts Payable	PINNACLE PREVENTION	\$18,000.00
296044	04/01/2019	Accounts Payable	RIPPLE, DENICE	\$734.70
296045	04/01/2019	Accounts Payable	RIVES, LARRY, LEROY	\$2,631.33
296046	04/01/2019	Accounts Payable	ROMITI, CHRIS	\$83.46
296047	04/01/2019	Accounts Payable	SAGE CONTROL ORDNANCE INC	\$3,531.00
296048	04/01/2019	Accounts Payable	Samaritan Veterinary Center	\$246.00
296049	04/01/2019	Accounts Payable	Sanders, Tyrell	\$70.38
296050	04/01/2019	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS	\$314.92
296051	04/01/2019	Accounts Payable	SolarWinds Worldwide, LLC	\$1,211.59
296052	04/01/2019	Accounts Payable	SOUTHERN TIRE MART LLC	\$696.05
296053	04/01/2019	Accounts Payable	SOUTHWEST GAS	\$1,113.87
296054	04/01/2019	Accounts Payable	SOUTHWEST GAS	\$120.00
296055	04/01/2019	Accounts Payable	SPOK INC	\$15.42
296056	04/01/2019	Accounts Payable	STANDIFIRD, BARRY	\$9,582.05
296057	04/01/2019	Accounts Payable	State of Arizona	\$3,475.76
296059	04/01/2019	Accounts Payable	THOMASON, CODY	\$225.00
296060	04/01/2019	Accounts Payable	Tim's Tire , LLC	\$425.00
296061	04/01/2019	Accounts Payable	Tonto Natural Resource Conservation	\$5,000.00
296063	04/01/2019	Accounts Payable	Tyler Technologies, Inc.	\$7,914.62
296064	04/01/2019	Accounts Payable	UNIFIRST CORPORATION	\$194.80
296065	04/01/2019	Accounts Payable	Universal Police Supply Co.	\$1,045.38
296066	04/01/2019	Accounts Payable	US Imaging Inc.	\$238.24
296067	04/01/2019	Accounts Payable	VERIZON WIRELESS	\$1,486.45

# Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

296068	04/01/2019	Accounts Payable	Waters Sparkletts of Payson	\$34.00
296069	04/01/2019	Accounts Payable	WESTERN REPROGRAPHICS LLC	\$1,719.88
296070	04/01/2019	Accounts Payable	Yavapai County Government	\$16,350.00
296071	04/02/2019	Accounts Payable	COMMERCIAL CARD SOLUTIONS	\$238,031.47
296072	04/02/2019	Accounts Payable	MOJICA, DYLAN	\$700.58
296073	04/03/2019	Accounts Payable	PARKER, KYLE	\$225.00
296074	04/03/2019	Accounts Payable	ALLIANT GAS LLC	\$60.28
296075	04/03/2019	Accounts Payable	Arizona Department of Administration	\$1,118.00
296076	04/03/2019	Accounts Payable	ARIZONA LOCAL GOVERNMENT	\$459,106.68
296077	04/03/2019	Accounts Payable	EMPLOYEE BENEFIT TRUST ARIZONA PUBLIC SERVICE	\$37,328.97
296079	04/03/2019	Accounts Payable	STODGHILL EXCAVATING INC	\$5,617.82
296080	04/03/2019	Accounts Payable	VERIZON WIRELESS	\$20,749.45
296081	04/03/2019	Accounts Payable	ZAMORA, PAUL	\$175.43
296083	04/04/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	\$5,080.59
296084	04/04/2019	Accounts Payable	COMPANY ARIZONA DEPARTMENT OF REVENUE	\$348.86
296085	04/04/2019	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE	\$227,668.90
296086	04/04/2019	Accounts Payable	BENEFIT TRUST PRE TAX ARIZONA STATE RETIREMENT	\$162,757.87
296087	04/04/2019	Accounts Payable	SYSTEM AZCOPS	\$13.50
296088	04/04/2019	Accounts Payable	COLONIAL SUPPLEMENTAL	\$6,090.59
296089	04/04/2019	Accounts Payable	INSURANCE CORP - AOC	\$17,971.01
296090	04/04/2019	Accounts Payable	CORP - DISPATCHER	\$2,501.91
296091	04/04/2019	Accounts Payable	CORRECTIONS OFFICER	\$17,076.25
296092	04/04/2019	Accounts Payable	RETIREMENT PLAN DEBT MANAGEMENT SERVICES	\$103.26
296093	04/04/2019	Accounts Payable	ELECTED OFFICIALS DEFINED	\$18.72
296094	04/04/2019	Accounts Payable	CONTRIBUTION RETIREMENT ELECTED OFFICIALS RETIREMENT	\$18,282.79
296095	04/04/2019	Accounts Payable	PLAN EORP LEGACY	\$7,900.12
296096	04/04/2019	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08
296097	04/04/2019	Accounts Payable	GILSBAR FSA	\$902.68
296098	04/04/2019	Accounts Payable	GILSBAR HSA	\$2,021.16
296099	04/04/2019	Accounts Payable	HAMMERMAN & HULTGREN P.C.	\$171.38
296100	04/04/2019	Accounts Payable	JP MORGAN CHASE DOR	\$26,808.33
296101	04/04/2019	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$68,944.87
296102	04/04/2019	Accounts Payable	JP MORGAN CHASE FICA EE	\$57,638.59



# Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

296103	04/04/2019	Accounts Payable	JP MORGAN CHASE FICA ER	\$57,638.59
296104	04/04/2019	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$13,556.35
296105	04/04/2019	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$13,556.35
296106	04/04/2019	Accounts Payable	METLIFE	\$340.00
296107	04/04/2019	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
296108	04/04/2019	Accounts Payable	NATIONWIDE RETIREMENT	\$4,509.50
296109	04/04/2019	Accounts Payable	SOLUTIONS NATIONWIDE RETIREMENT	\$1,375.00
296110	04/04/2019	Accounts Payable	SOLUTIONS NATIONWIDE TRUST Co FBO NRS	\$2,094.85
296111	04/04/2019	Accounts Payable	NORTHERN ARIZONA LAW	\$402.50
296112	04/04/2019	Accounts Payable	ENFORCEMENT ASSOC PUBLIC SAFETY PERSONNEL	\$60,257.97
296113	04/04/2019	Accounts Payable	SECURITY BENEFIT GROUP	\$1,180.00
296114	04/04/2019	Accounts Payable	SUPPORT PAYMENT	\$2,029.06
296115	04/04/2019	Accounts Payable	CLEARINGHOUSE THUNDERBIRD COLLECTION SPEC	\$143.12
296116	04/04/2019	Accounts Payable	UNITED STATES TREASURY	\$50.00
296117	04/04/2019	Accounts Payable	WADDELL & REED	\$789.50
296118	04/04/2019	Accounts Payable	Blevins , Debra	\$96.57
296119	04/04/2019	Accounts Payable	Cable One	\$449.80
296120	04/04/2019	Accounts Payable	CenturyLink	\$312.35
296121	04/04/2019	Accounts Payable	CenturyLink Business Services	\$2,338.87
296122	04/04/2019	Accounts Payable	Cheney, Bethany, G	\$114.13
296123	04/04/2019	Accounts Payable	Credit Card Revolving Fund	\$3,599.76
296124	04/04/2019	Accounts Payable	Dirks, Brian	\$90.00
296125	04/04/2019	Accounts Payable	McGroarty, Chistopher, M	\$50.00
296126	04/04/2019	Accounts Payable	Mountain Retreat Builders, LLC	\$6,500.00
296127	04/05/2019	Accounts Payable	C&M Communications LLC	\$3,271.03
296128	04/05/2019	Accounts Payable	CenturyLink	\$601.36
296129	04/05/2019	Accounts Payable	Cintas First Aid & Safety	\$930.15
296130	04/05/2019	Accounts Payable	Credit Card Revolving Fund	\$13,463.05
296131	04/05/2019	Accounts Payable	Desert Vista Neuropsychical	\$730.00
296133	04/05/2019	Accounts Payable	Earth Mover Tire Sales, Inc.	\$824.67
296134	04/05/2019	Accounts Payable	FRANKLIN, KATIE	\$76.56
296135	04/05/2019	Accounts Payable	Fulton, Raymond	\$50.00
296136	04/05/2019	Accounts Payable	GRIFFIN, BROOKE	\$200.00

# Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

296137	04/05/2019	Accounts Payable	Guild Health Consulting LLC	\$21,500.00
296138	04/05/2019	Accounts Payable	Haught, Roy, G	\$2,110.00
296139	04/05/2019	Accounts Payable	Interstate Copy Shop	\$1,346.58
296140	04/05/2019	Accounts Payable	ORNELAS, CASSIE, L	\$79.66
296141	04/05/2019	Accounts Payable	Chicago Title Agency, Inc	\$284,573.31
296142	04/08/2019	Accounts Payable	A2 Beeline Auto Glass	\$1,280.50
296143	04/08/2019	Accounts Payable	Alhambra Mobile Home Park & Storage	\$468.00
296144	04/08/2019	Accounts Payable	ARCHIVESOCIAL	\$796.00
296145	04/08/2019	Accounts Payable	ARIZONA PLANNING AND	\$2,711.25
296146	04/08/2019	Accounts Payable	ARIZONA STATE PRISON GLOBE	\$646.00
296147	04/08/2019	Accounts Payable	ATWELL LLC	\$6,036.02
296148	04/08/2019	Accounts Payable	AZ FREELANCE INTERPRETING	\$1,837.50
296149	04/08/2019	Accounts Payable	Law Office of Jonathan L. Warshaw	\$6,979.75
296150	04/08/2019	Accounts Payable	Law Offices of Daniel Thulin, LLC	\$2,400.00
296151	04/08/2019	Accounts Payable	Payson Rodeo Committee, Inc.	\$2,500.00
296152	04/08/2019	Accounts Payable	PAYSON WATER DEPT	\$810.00
296154	04/08/2019	Accounts Payable	Pleasant Valley Community Medical	\$150.00
296155	04/08/2019	Accounts Payable	Postnet	\$460.32
296156	04/08/2019	Accounts Payable	Quality Pumping	\$180.61
296157	04/08/2019	Accounts Payable	R&M Repeater	\$1,913.94
296158	04/08/2019	Accounts Payable	RAZOR THIN MEDIA LLC	\$8,500.00
296159	04/08/2019	Accounts Payable	RICOH USA INC	\$78.28
296160	04/08/2019	Accounts Payable	RIM COMMUNICATIONS	\$1,283.00
296161	04/08/2019	Accounts Payable	RIPPLE, DENICE	\$1,716.40
296162	04/08/2019	Accounts Payable	ROUGHAN, DONALD, E	\$70.00
296163	04/08/2019	Accounts Payable	Samaritan Veterinary Center	\$968.00
296164	04/08/2019	Accounts Payable	San Carlos Apache Tribe	\$482.65
296165	04/08/2019	Accounts Payable	SCALES, GARY, V	\$216.27
296166	04/08/2019	Accounts Payable	SOUTHWEST GAS	\$3,382.15
296167	04/08/2019	Accounts Payable	SPILLMAN TECHNOLOGIES, INC	\$25,031.83
296168	04/08/2019	Accounts Payable	ST. PAUL'S UNITED METHODIST	\$500.00
296169	04/08/2019	Accounts Payable	State of Arizona	\$1,585.00
296170	04/08/2019	Accounts Payable	SUDDENLINK	\$86.94

# Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

296171	04/08/2019	Accounts Payable	THOMASON, CODY	\$200.00
296172	04/08/2019	Accounts Payable	TONTO SILK SCREEN & EMBROIDERY	\$395.22
296173	04/08/2019	Accounts Payable	Triplet Mountain Communications, Inc.	\$8,410.53
296174	04/08/2019	Accounts Payable	UNIFIRST CORPORATION	\$234.03
296175	04/08/2019	Accounts Payable	Universal Police Supply Co.	\$1,752.83
296176	04/08/2019	Accounts Payable	WASTE MANAGEMENT OF ARIZONA	\$260.70
296177	04/08/2019	Accounts Payable	Waters Sparkletts of Payson	\$194.50
296178	04/08/2019	Accounts Payable	Waugh PSY.D PLLC , Gregory	\$1,720.00
296179	04/08/2019	Accounts Payable	WEST DIRECT OIL LLC	\$783.66
296180	04/08/2019	Accounts Payable	WEST PAYMENT CENTER	\$2,894.70
296181	04/08/2019	Accounts Payable	WIST OFFICE PRODUCTS COMPANY	\$7,162.17
296182	04/08/2019	Accounts Payable	NEVADA OFFICE OF VITAL RECORDS	\$20.00
296183	04/09/2019	Accounts Payable	BEARUP, JONATHAN, SCOTT	\$2,358.00
296184	04/09/2019	Accounts Payable	Becker, Gregory, Troy	\$210.00
296185	04/09/2019	Accounts Payable	Byrum, Susan, K	\$425.00
296186	04/09/2019	Accounts Payable	Capluck Inc	\$8,300.00
296187	04/09/2019	Accounts Payable	Childhelp Inc.	\$700.00
296188	04/09/2019	Accounts Payable	City of Globe	\$8,346.78
296189	04/09/2019	Accounts Payable	Cobre Valley Regional Medical Center	\$186.62
296190	04/09/2019	Accounts Payable	Crooked Sky Works	\$240.00
296191	04/09/2019	Accounts Payable	Dease, Iona	\$990.00
296192	04/09/2019	Accounts Payable	Dollywood Foundation	\$3,957.95
296193	04/09/2019	Accounts Payable	Earth Mover Tire Sales, Inc.	\$349.99
296194	04/09/2019	Accounts Payable	Fabok, Glinda, S	\$489.75
296195	04/09/2019	Accounts Payable	FedEx	\$44.32
296196	04/09/2019	Accounts Payable	Fischione, Mark, A	\$32,855.00
296197	04/09/2019	Accounts Payable	France , John, R	\$520.00
296198	04/09/2019	Accounts Payable	Freeman, Michael, L.	\$6,454.00
296199	04/09/2019	Accounts Payable	Gale	\$322.07
296200	04/09/2019	Accounts Payable	Gila County Government	\$2,274.67
296201	04/09/2019	Accounts Payable	Gila County Government	\$16.00
296202	04/09/2019	Accounts Payable	Gila House Inc	\$315.00
296203	04/09/2019	Accounts Payable	Gila Sweeping LLC	\$325.00

# Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

296204	04/09/2019	Accounts Payable	GreatAmerica Leasing Corporation	\$780.30
296205	04/09/2019	Accounts Payable	Hayden-Winkelman Unified School	\$1,500.00
296206	04/09/2019	Accounts Payable	Hog Creek Towing & Impound Yard, Inc	\$250.00
296207	04/09/2019	Accounts Payable	IC Group	\$767.74
296208	04/09/2019	Accounts Payable	JaLin Enterprises Inc.	\$693.20
296209	04/09/2019	Accounts Payable	Jani-Serv, Inc	\$4,344.39
296210	04/09/2019	Accounts Payable	Law Offices of David W. Bell	\$3,122.00
296211	04/09/2019	Accounts Payable	Law Offices of Harriette P. Levitt, PLLC	\$215.00
296212	04/09/2019	Accounts Payable	Martinez, Lori	\$268.48
296213	04/09/2019	Accounts Payable	Maxim Staffing Solutions	\$3,999.00
296214	04/09/2019	Accounts Payable	McKesson Medical Surgical	\$699.50
296215	04/09/2019	Accounts Payable	McSpadden Ford Inc.	\$27,504.15
296216	04/09/2019	Accounts Payable	Messinger Payson Funeral Home, Inc.	\$9,920.00
296217	04/09/2019	Accounts Payable	MILE HIGH STRATEGIC PARTNERS	\$1,210.00
296218	04/09/2019	Accounts Payable	MILLER III, PALMER, ROLLIN	\$2,351.60
296219	04/09/2019	Accounts Payable	Montgomery, Diana, G	\$5,000.00
296220	04/09/2019	Accounts Payable	MTE Communications	\$306.34
296221	04/09/2019	Accounts Payable	Multitech	\$90.00
296222	04/09/2019	Accounts Payable	NORIEGA, MANUEL, V	\$400.00
296223	04/09/2019	Accounts Payable	Old Main Storage	\$90.59
296224	04/10/2019	Accounts Payable	Arizona Department of Revenue	\$847.71
296225	04/10/2019	Accounts Payable	Campagna, Mariah	\$50.29
296226	04/10/2019	Accounts Payable	DIESEL DIRECT WEST INC	\$24,411.61
296227	04/10/2019	Accounts Payable	Mountain Retreat Builders, LLC	\$22,777.50
296228	04/12/2019	Accounts Payable	Benedetto, Malinda	\$203.81
296229	04/12/2019	Accounts Payable	Bulman Family Funeral Services	\$550.00
296230	04/12/2019	Accounts Payable	CenturyLink	\$1,320.90
296231	04/12/2019	Accounts Payable	Cobre Valley Regional Medical Center	\$3,937.90
296232	04/12/2019	Accounts Payable	Cobre Valley Regional Medical Center	\$633.38
296233	04/12/2019	Accounts Payable	Credit Card Revolving Fund	\$9,932.91
296234	04/12/2019	Accounts Payable	Diamond M Dental Assoc.	\$144.80
296235	04/12/2019	Accounts Payable	Dremler, Patti	\$171.87
296236	04/12/2019	Accounts Payable	GRIFFIN, BROOKE	\$167.84

# Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

296237	04/12/2019	Accounts Payable	LEMON, MICHAEL	\$234.39
296238	04/12/2019	Accounts Payable	Lexis Nexis Matthew Bender	\$54.45
296239	04/12/2019	Accounts Payable	NORTHERN GILA COUNTY CERT INC	\$796.36
296240	04/12/2019	Accounts Payable	Cothrun, Cindy	\$5.34
296241	04/12/2019	Accounts Payable	Hull, Mariesa	\$10.00
296242	04/15/2019	Accounts Payable	A2 Beeline Auto Glass	\$287.57
296243	04/15/2019	Accounts Payable	Afflilion of Cobre Valley PLLC	\$136.78
296244	04/15/2019	Accounts Payable	AHCCCS	\$956.05
296245	04/15/2019	Accounts Payable	ARIZONA COUNTIES WORKERS	\$94,565.71
296246	04/15/2019	Accounts Payable	ARIZONA PLANNING AND COMPENSATION BOO	\$1,215.00
296247	04/15/2019	Accounts Payable	ARIZONA PUBLIC SERVICE PARALEGAL SOLUTIONS	\$683.48
296248	04/15/2019	Accounts Payable	ARIZONA STATE PRISON GLOBE	\$240.00
296249	04/15/2019	Accounts Payable	Avante Print Center	\$268.42
296250	04/15/2019	Accounts Payable	AXIS FORENSIC TOXICOLOGY INC	\$2,058.00
296251	04/15/2019	Accounts Payable	Beck, Joshua	\$228.73
296252	04/15/2019	Accounts Payable	Boyer, Carley	\$700.00
296253	04/15/2019	Accounts Payable	Bryan, Michael	\$1,800.00
296254	04/15/2019	Accounts Payable	Cable One	\$468.44
296255	04/15/2019	Accounts Payable	CASILLAS, SHAUNAE	\$26.73
296256	04/15/2019	Accounts Payable	CBI Security Service	\$15,363.60
296257	04/15/2019	Accounts Payable	Credit Card Revolving Fund	\$31,813.75
296258	04/15/2019	Accounts Payable	Digital Imaging Systems, LLC	\$101.97
296259	04/15/2019	Accounts Payable	Earth Mover Tire Sales, Inc.	\$984.20
296260	04/15/2019	Accounts Payable	Earthquest Plumbing, Inc.	\$1,507.85
296261	04/15/2019	Accounts Payable	Empire Machinery	\$7,165.79
296262	04/15/2019	Accounts Payable	Experian	\$32.00
296263	04/15/2019	Accounts Payable	Fabok, Glinda, S	\$372.00
296264	04/15/2019	Accounts Payable	Flores & Clark, LLC	\$7,425.00
296265	04/15/2019	Accounts Payable	Gila County Government	\$259.58
296266	04/15/2019	Accounts Payable	GlaxoSmithKline	\$5,602.38
296267	04/15/2019	Accounts Payable	Globe Mobile Home Park	\$400.00
296268	04/15/2019	Accounts Payable	Great Western Bank	\$85,595.00
296269	04/15/2019	Accounts Payable	Griffin's Propane	\$250.98

# Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

296270	04/15/2019	Accounts Payable	Hatch Construction & Paving, Inc.	\$2,265.20
296271	04/15/2019	Accounts Payable	Hayes Enterprises	\$10,000.00
296272	04/15/2019	Accounts Payable	Healthcare Medical Waste Services	\$158.63
296273	04/15/2019	Accounts Payable	Heinfeld, Meech & Co., P.C.	\$2,820.64
296274	04/15/2019	Accounts Payable	Inland Kenworth (US), Inc	\$86.16
296275	04/15/2019	Accounts Payable	Interstate Copy Shop	\$2,073.40
296276	04/15/2019	Accounts Payable	JaLin Enterprises Inc.	\$693.20
296277	04/15/2019	Accounts Payable	Kline, Alan	\$286.58
296278	04/15/2019	Accounts Payable	Konica Minolta Business Solutions	\$2,086.59
296279	04/15/2019	Accounts Payable	Laboratory Corporation of America	\$822.55
296280	04/15/2019	Accounts Payable	Maxim Staffing Solutions	\$5,514.25
296281	04/15/2019	Accounts Payable	McKesson Medical Surgical	\$1,599.92
296282	04/15/2019	Accounts Payable	Medical Diagnostic Imaging Group, Ltd.	\$534.97
296283	04/15/2019	Accounts Payable	Mountain Retreat Builders, LLC	\$38,102.50
296284	04/15/2019	Accounts Payable	Office Depot	\$61.64
296285	04/15/2019	Accounts Payable	Old Main Storage	\$322.54
296286	04/15/2019	Accounts Payable	Payson Rodeo Committee, Inc.	\$1,200.00
296287	04/15/2019	Accounts Payable	PEPPERBALL	\$2,356.97
296288	04/15/2019	Accounts Payable	PHOENIX INTERNET & WYDEBEAM	\$49.99
296289	04/15/2019	Accounts Payable	Pinal County	\$20,300.00
296290	04/15/2019	Accounts Payable	PIONEER TITLE AGENCY INC	\$4,050.00
296291	04/15/2019	Accounts Payable	PITNEY BOWES INC	\$29.64
296292	04/15/2019	Accounts Payable	Postnet	\$32.88
296293	04/15/2019	Accounts Payable	PROMOS 911, INC.	\$433.22
296294	04/15/2019	Accounts Payable	R&S Northeast LLC	\$218.99
296295	04/15/2019	Accounts Payable	RIPPLE, DENICE	\$598.30
296296	04/15/2019	Accounts Payable	RIVES, LARRY, LEROY	\$509.88
296297	04/15/2019	Accounts Payable	SALT RIVER PROJECT	\$231.09
296298	04/15/2019	Accounts Payable	Samaritan Veterinary Center	\$372.00
296299	04/15/2019	Accounts Payable	Sneezy, Monika, N	\$153.97
296300	04/15/2019	Accounts Payable	Southland Medical LLC	\$1,023.51
296301	04/15/2019	Accounts Payable	Suddenlink	\$2,964.82
296302	04/15/2019	Accounts Payable	TANNER, CAROL	\$444.56

# Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

296303	04/15/2019	Accounts Payable	THOMASON, CODY	\$200.00
296304	04/15/2019	Accounts Payable	TIOGA ENERGY, INC	\$4,629.51
296305	04/15/2019	Accounts Payable	TOWN OF PAYSON	\$250.00
296306	04/15/2019	Accounts Payable	TOWN OF PAYSON	\$50.00
296307	04/15/2019	Accounts Payable	UNIFIRST CORPORATION	\$374.59
296308	04/15/2019	Accounts Payable	Universal Police Supply Co.	\$1,994.18
296309	04/15/2019	Accounts Payable	US Imaging Inc.	\$430.88
296310	04/15/2019	Accounts Payable	Waters Sparkletts of Payson	\$117.55
296311	04/15/2019	Accounts Payable	Wilson Investigative Services	\$1,200.00
296312	04/15/2019	Accounts Payable	WORTMAN, KENNETH, L	\$54.73
296313	04/15/2019	Accounts Payable	WRIGHT, TIMOTHY	\$803.92
296314	04/15/2019	Accounts Payable	Dossey, Robert	\$8.00
296315	04/15/2019	Accounts Payable	GPS Servers	\$0.56
296316	04/15/2019	Accounts Payable	Law Offices of Scott M Clark	\$5.00
296317	04/17/2019	Accounts Payable	Boyer, Shannon, S	\$73.00
296318	04/17/2019	Accounts Payable	BUCHANAN, VICKY, ANN	\$375.00
296319	04/17/2019	Accounts Payable	Byrum, Susan, K	\$225.00
296320	04/17/2019	Accounts Payable	CenturyLink	\$618.14
296321	04/17/2019	Accounts Payable	Credit Card Revolving Fund	\$35,611.59
296322	04/17/2019	Accounts Payable	LITTLE, GEOFF	\$100.00
296323	04/17/2019	Accounts Payable	MORRIS EXCAVATING LLC	\$4,812.50
296324	04/17/2019	Accounts Payable	Northern Gila County Sanitary District	\$11,558.65
296325	04/17/2019	Accounts Payable	Mills, Patrece	\$105.00
296327	04/19/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$5,042.61
296328	04/19/2019	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE	\$348.86
296329	04/19/2019	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	\$222,126.35
296330	04/19/2019	Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$164,649.80
296331	04/19/2019	Accounts Payable	AZCOPS	\$13.50
296332	04/19/2019	Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE	\$6,090.61
296333	04/19/2019	Accounts Payable	CORP - AOC	\$17,885.33
296334	04/19/2019	Accounts Payable	CORP - DISPATCHER	\$2,501.91
296335	04/19/2019	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN	\$17,004.13
296336	04/19/2019	Accounts Payable	DEBT MANAGEMENT SERVICES	\$103.26



# Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

296337	04/19/2019	Accounts Payable	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT PLAN	\$18.72
296338	04/19/2019	Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN	\$18,282.79
296339	04/19/2019	Accounts Payable	EORP LEGACY	\$7,945.84
296340	04/19/2019	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08
296341	04/19/2019	Accounts Payable	GILSBAR FSA	\$796.43
296342	04/19/2019	Accounts Payable	GILSBAR HSA	\$2,021.16
296343	04/19/2019	Accounts Payable	HAMMERMAN & HULTGREN P.C.	\$171.38
296344	04/19/2019	Accounts Payable	JP MORGAN CHASE DOR	\$27,071.05
296345	04/19/2019	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$70,409.32
296346	04/19/2019	Accounts Payable	JP MORGAN CHASE FICA EE	\$58,414.65
296347	04/19/2019	Accounts Payable	JP MORGAN CHASE FICA ER	\$58,414.65
296348	04/19/2019	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$13,737.65
296349	04/19/2019	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$13,737.65
296350	04/19/2019	Accounts Payable	METLIFE	\$340.00
296351	04/19/2019	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
296352	04/19/2019	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$4,509.50
296353	04/19/2019	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$1,450.00
296354	04/19/2019	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$2,172.19
296355	04/19/2019	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$402.50
296356	04/19/2019	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$62,193.40
296357	04/19/2019	Accounts Payable	SECURITY BENEFIT GROUP	\$1,180.00
296358	04/19/2019	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,286.22
296359	04/19/2019	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	\$143.12
296360	04/19/2019	Accounts Payable	UNITED STATES TREASURY	\$50.00
296361	04/19/2019	Accounts Payable	WADDELL & REED	\$789.50
296362	04/18/2019	Accounts Payable	SEXTON, PAUL	\$200.00
296363	04/19/2019	Accounts Payable	Baxley, Amelia, Y	\$80.00
296364	04/19/2019	Accounts Payable	Campagna, Mariah	\$56.96
296365	04/19/2019	Accounts Payable	CenturyLink	\$980.36
296367	04/19/2019	Accounts Payable	Cobre Valley Regional Medical Center	\$27.50
296368	04/19/2019	Accounts Payable	Credit Card Revolving Fund	\$34,360.37
296369	04/19/2019	Accounts Payable	Crooked Sky Works	\$240.00
296370	04/19/2019	Accounts Payable	Earth Mover Tire Sales, Inc.	\$1,471.56



# Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

296371	04/19/2019	Accounts Payable	GRIFFIN, BROOKE	\$200.00
296372	04/19/2019	Accounts Payable	Miller, Paul	\$148.00
296373	04/22/2019	Accounts Payable	A2 Beeline Auto Glass	\$25.00
296374	04/22/2019	Accounts Payable	ADVANCE FORENSIC ASSESSMENTS	\$150.00
296375	04/22/2019	Accounts Payable	Advanced Controls Corporation	\$420.00
296376	04/22/2019	Accounts Payable	Aqua-Serv Engineers, Inc.	\$125.00
296377	04/22/2019	Accounts Payable	ARCHAEOLOGICAL CONSULTING	\$691.60
296378	04/22/2019	Accounts Payable	ARIZONA COUNTIES INSURANCE	\$640.00
296379	04/22/2019	Accounts Payable	ARIZONA DEPARTMENT OF	\$1,094.41
296380	04/22/2019	Accounts Payable	ARIZONA HOUSING AUTHORITY	\$300.00
296381	04/22/2019	Accounts Payable	ARIZONA PLANNING AND	\$1,440.00
296382	04/22/2019	Accounts Payable	ARIZONA PUBLIC SERVICE	\$3,690.03
296383	04/22/2019	Accounts Payable	ARIZONA STATE PRISON GLOBE	\$431.00
296384	04/22/2019	Accounts Payable	ARIZONA WATER COMPANY	\$66.26
296386	04/22/2019	Accounts Payable	Becker, Gregory, Troy	\$75.00
296387	04/22/2019	Accounts Payable	Binney, Mathew	\$474.99
296388	04/22/2019	Accounts Payable	Burk, Steven, E	\$5,749.75
296389	04/22/2019	Accounts Payable	Byrum, Susan, K	\$425.00
296390	04/22/2019	Accounts Payable	Cable One	\$121.91
296391	04/22/2019	Accounts Payable	Cardinal Health	\$719.80
296392	04/22/2019	Accounts Payable	Carolina Software Inc.	\$300.00
296393	04/22/2019	Accounts Payable	CenturyLink	\$99.57
296394	04/22/2019	Accounts Payable	CorEMR L.C.	\$250.00
296395	04/22/2019	Accounts Payable	Credit Card Revolving Fund	\$6,220.03
296396	04/22/2019	Accounts Payable	Data Storage Centers, Inc.	\$391.75
296397	04/22/2019	Accounts Payable	DIESEL DIRECT WEST INC	\$6,248.27
296398	04/22/2019	Accounts Payable	DIESEL DIRECT WEST INC	\$24,509.89
296399	04/22/2019	Accounts Payable	DJ's Companies, Inc.	\$511.68
296400	04/22/2019	Accounts Payable	Earth Mover Tire Sales, Inc.	\$674.12
296401	04/22/2019	Accounts Payable	Emily Danies Attorney at Law, LLC	\$6,576.41
296402	04/22/2019	Accounts Payable	Fabok, Glinda, S	\$687.60
296403	04/22/2019	Accounts Payable	Fiesta Business Products	\$167.16
296404	04/22/2019	Accounts Payable	Gale	\$135.85

# Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

296405	04/22/2019	Accounts Payable	Gila County Government	\$1,831.11
296406	04/22/2019	Accounts Payable	Grossman & Grossman, Ltd.	\$1,720.00
296407	04/22/2019	Accounts Payable	Hillyard INC	\$477.10
296408	04/22/2019	Accounts Payable	Iron Mountain	\$644.19
296409	04/22/2019	Accounts Payable	JaLin Enterprises Inc.	\$693.20
296410	04/22/2019	Accounts Payable	Jani-Serv, Inc	\$4,344.39
296411	04/22/2019	Accounts Payable	Kimley-Horn & Associates, Inc.	\$9,173.75
296412	04/22/2019	Accounts Payable	Konica Minolta Business Solutions	\$632.60
296413	04/22/2019	Accounts Payable	Laboratory Corporation of America	\$1,445.75
296414	04/22/2019	Accounts Payable	Language Line Services, Inc.	\$19.79
296415	04/22/2019	Accounts Payable	Law Office of John S. Perlman, LLC	\$759.00
296416	04/22/2019	Accounts Payable	LBISat LLC	\$144.00
296417	04/22/2019	Accounts Payable	Maricopa County	\$300.00
296418	04/22/2019	Accounts Payable	Maricopa County	\$392.00
296419	04/22/2019	Accounts Payable	Maxim Staffing Solutions	\$5,712.00
296421	04/22/2019	Accounts Payable	Merck Sharp & Dohme Corp.	\$10,801.51
296422	04/22/2019	Accounts Payable	Nelson, Timothy	\$6,979.00
296423	04/22/2019	Accounts Payable	Norchem Drug Testing	\$550.85
296424	04/22/2019	Accounts Payable	Northern Gila County Sanitary District	\$248.52
296425	04/22/2019	Accounts Payable	Ortiz, P.C., Anna , C.	\$8,375.00
296426	04/22/2019	Accounts Payable	PARKER, KYLE	\$85.78
296427	04/22/2019	Accounts Payable	Payson Roundup	\$1,493.50
296428	04/22/2019	Accounts Payable	PFIZER INC	\$11,340.78
296429	04/22/2019	Accounts Payable	Pine-Strawberry Water Improvement	\$39.50
296430	04/22/2019	Accounts Payable	PITNEY BOWES INC	\$37.14
296431	04/22/2019	Accounts Payable	Queen Creek Law Firm	\$2,154.00
296432	04/22/2019	Accounts Payable	REVIZE LLC	\$2,840.00
296433	04/22/2019	Accounts Payable	RIPPLE, DENICE	\$1,085.30
296434	04/22/2019	Accounts Payable	RUTHERFORD, NANCY, KAY	\$26.07
296435	04/22/2019	Accounts Payable	Samaritan Veterinary Center	\$435.00
296436	04/22/2019	Accounts Payable	San Carlos Apache Tribe	\$5,000.00
296437	04/22/2019	Accounts Payable	SANDERS, STEVE	\$154.86
296438	04/22/2019	Accounts Payable	SANOPI PASTEUR INC	\$3,059.99

# Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

296439	04/22/2019	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS	\$2,067.36
296440	04/22/2019	Accounts Payable	SMITH, PHILLIP, A	\$50.50
296441	04/22/2019	Accounts Payable	State of Arizona	\$117,767.00
296442	04/22/2019	Accounts Payable	State of Arizona	\$1,660.00
296443	04/22/2019	Accounts Payable	State of Arizona	\$638.72
296444	04/22/2019	Accounts Payable	STERICYCLE,INC.	\$105.00
296445	04/22/2019	Accounts Payable	Suddenlink	\$1,459.21
296446	04/22/2019	Accounts Payable	Superior Environmental Solutions, Inc.	\$12,600.00
296447	04/22/2019	Accounts Payable	TDS Telecom Service Corporation	\$346.31
296448	04/22/2019	Accounts Payable	TELECHECK INTERNATIONAL, INC	\$90.00
296449	04/22/2019	Accounts Payable	The University of Arizona	\$17,500.00
296450	04/22/2019	Accounts Payable	THOMASON, CODY	\$200.00
296451	04/22/2019	Accounts Payable	THYSSENKRUPP ELEVATOR	\$714.05
296452	04/22/2019	Accounts Payable	Tonto Rim Sports Club, Inc.	\$280.00
296453	04/22/2019	Accounts Payable	TOWN OF PAYSON	\$23,250.00
296454	04/22/2019	Accounts Payable	Trinity Services Group, Inc.	\$30,360.57
296455	04/22/2019	Accounts Payable	TURNER, CHARLES, R	\$379.40
296456	04/22/2019	Accounts Payable	Tyler Technologies, Inc.	\$6,950.40
296457	04/22/2019	Accounts Payable	UNIFIRST CORPORATION	\$74.08
296458	04/22/2019	Accounts Payable	Universal Police Supply Co.	\$1,038.47
296459	04/22/2019	Accounts Payable	US Imaging Inc.	\$202.16
296460	04/22/2019	Accounts Payable	US POSTAL SERVICE POSTAGE BY	\$3,538.00
296461	04/22/2019	Accounts Payable	VOAKES, DONALD, R	\$291.67
296462	04/22/2019	Accounts Payable	WASTEQUIP, LLC	\$205.68
296463	04/22/2019	Accounts Payable	Waters Sparkletts of Payson	\$198.50
296464	04/22/2019	Accounts Payable	WEST PAYMENT CENTER	\$2,695.80
296465	04/22/2019	Accounts Payable	WESTERN REPROGRAPHICS LLC	\$488.02
296466	04/22/2019	Accounts Payable	WIST OFFICE PRODUCTS COMPANY	\$263.67
296467	04/22/2019	Accounts Payable	WOWZA LLC	\$5,666.66
296468	04/22/2019	Accounts Payable	PPOVEST	\$20.00
296469	04/22/2019	Accounts Payable	PROVEST	\$45.00
296470	04/22/2019	Accounts Payable	PROVEST	\$2.28
296471	04/22/2019	Accounts Payable	PROVEST	\$21.00

# Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

296472	04/22/2019	Accounts Payable	WANLESS, TRACY	\$8.00
296473	04/22/2019	Accounts Payable	Tonto Rim Sports Club, Inc.	\$280.00
296474	04/23/2019	Accounts Payable	CenturyLink	\$744.87
296475	04/23/2019	Accounts Payable	Credit Card Revolving Fund	\$19,493.30
296476	04/23/2019	Accounts Payable	Gila County Government	\$10,891.32
296477	04/23/2019	Accounts Payable	KUTAK ROCK LLP	\$17,500.00
296478	04/23/2019	Accounts Payable	Northern Gila County Sanitary District	\$487.77
296479	04/23/2019	Accounts Payable	O'Driscoll, Michael, J	\$409.85
296480	04/25/2019	Accounts Payable	Blevins , Debra	\$92.76
296481	04/25/2019	Accounts Payable	Cobre Valley Publishing	\$919.68
296482	04/25/2019	Accounts Payable	Credit Card Revolving Fund	\$1,748.60
296484	04/25/2019	Accounts Payable	Gila County Government	\$1.00
296485	04/25/2019	Accounts Payable	Jones Attorney at Law, PLLC , Stephen,	\$11,025.15
296486	04/26/2019	Accounts Payable	Baxley, Amelia, Y	\$225.00
296487	04/26/2019	Accounts Payable	Blueline Services LLC	\$424.00
296488	04/26/2019	Accounts Payable	BRIS LLC	\$750.00
296489	04/26/2019	Accounts Payable	Cates, Cameron	\$225.00
296490	04/26/2019	Accounts Payable	CenturyLink	\$517.44
296491	04/26/2019	Accounts Payable	Childhelp Inc.	\$2,100.00
296492	04/26/2019	Accounts Payable	Copper State Sanitation	\$1,200.00
296493	04/26/2019	Accounts Payable	Credit Card Revolving Fund	\$53,376.37
296494	04/26/2019	Accounts Payable	GRIFFIN, BROOKE	\$200.00
296495	04/26/2019	Accounts Payable	ORNELAS, CASSIE, L	\$130.83
296496	04/29/2019	Accounts Payable	ALLIANT GAS LLC	\$2,425.24
296497	04/29/2019	Accounts Payable	Arizona Department of Enviromental	\$500.00
296498	04/29/2019	Accounts Payable	Arizona Department of Enviromental	\$500.00
296499	04/29/2019	Accounts Payable	ARIZONA PLANNING AND	\$1,500.00
296500	04/29/2019	Accounts Payable	ARIZONA PUBLIC SERVICE	\$950.45
296501	04/29/2019	Accounts Payable	ARIZONA WATER COMPANY	\$268.61
296502	04/29/2019	Accounts Payable	AXIS FORENSIC TOXICOLOGY INC	\$220.00
296503	04/29/2019	Accounts Payable	Becker, Gregory, Troy	\$210.00
296504	04/29/2019	Accounts Payable	Berkshire Hathaway HomeServices	\$300.00
296505	04/29/2019	Accounts Payable	Bernays, Michael, B	\$7,673.00

# Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

296506	04/29/2019	Accounts Payable	Byrum, Susan, K	\$425.00
296507	04/29/2019	Accounts Payable	Cable One	\$522.59
296508	04/29/2019	Accounts Payable	Cemex Construction Materials South,	\$4,164.87
296509	04/29/2019	Accounts Payable	CenturyLink	\$138.06
296510	04/29/2019	Accounts Payable	CenturyLink Business Services	\$2,464.92
296511	04/29/2019	Accounts Payable	Cobre Valley Regional Medical Center	\$947.25
296512	04/29/2019	Accounts Payable	CPI/Guardian	\$594.78
296513	04/29/2019	Accounts Payable	Debrigida Law Offices PLLC	\$6,880.00
296514	04/29/2019	Accounts Payable	Dell Marketing LP	\$25,057.90
296515	04/29/2019	Accounts Payable	DIESEL DIRECT WEST INC	\$16,026.07
296516	04/29/2019	Accounts Payable	DJ's Companies, Inc.	\$106.60
296517	04/29/2019	Accounts Payable	Earth Mover Tire Sales, Inc.	\$298.57
296518	04/29/2019	Accounts Payable	Empire Machinery	\$119.74
296519	04/29/2019	Accounts Payable	Gila County Government	\$4,075.60
296520	04/29/2019	Accounts Payable	Gila House Inc	\$300.00
296521	04/29/2019	Accounts Payable	Goserco, Inc.	\$150.00
296522	04/29/2019	Accounts Payable	Hillyard-Flagstaff	\$599.63
296523	04/29/2019	Accounts Payable	HLP, Inc.	\$17.15
296524	04/29/2019	Accounts Payable	Humane Society of Central Arizona	\$3,208.33
296525	04/29/2019	Accounts Payable	Integrity Attorney Services, Inc.	\$160.00
296526	04/29/2019	Accounts Payable	J&S Towing & Associates, LLC	\$165.00
296527	04/29/2019	Accounts Payable	JaLin Enterprises Inc.	\$693.20
296528	04/29/2019	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$129.79
296529	04/29/2019	Accounts Payable	Law Office of Samantha Sue Elledge,	\$10,700.00
296530	04/29/2019	Accounts Payable	McCreary Group	\$558.40
296531	04/29/2019	Accounts Payable	MCI Communication Services, Inc.	\$34.10
296532	04/29/2019	Accounts Payable	Norchem Drug Testing Laboratory &	\$490.75
296533	04/29/2019	Accounts Payable	PAYSON JUSTICE COURT	\$68.15
296534	04/29/2019	Accounts Payable	PAYSON UNIFIED SCHOOL DISTRICT	\$1,500.00
296535	04/29/2019	Accounts Payable	PITNEY BOWES INC	\$29.64
296536	04/29/2019	Accounts Payable	Postnet	\$16.44
296537	04/29/2019	Accounts Payable	Samaritan Veterinary Center	\$125.00
296538	04/29/2019	Accounts Payable	SERVICE PLUS INC	\$446.25

# Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

296539	04/29/2019	Accounts Payable	Southland Medical LLC	\$104.84
296540	04/29/2019	Accounts Payable	SOUTHWEST GAS	\$369.99
296541	04/29/2019	Accounts Payable	SPARKLETTS	\$1,097.75
296542	04/29/2019	Accounts Payable	SPOK INC	\$15.41
296543	04/29/2019	Accounts Payable	ST. PAUL'S UNITED METHODIST	\$1,000.00
296544	04/29/2019	Accounts Payable	State of Arizona	\$180.00
296545	04/29/2019	Accounts Payable	STENSON, CONNOR	\$54.70
296546	04/29/2019	Accounts Payable	Swiss Village Self Storage	\$140.00
296547	04/29/2019	Accounts Payable	THOMASON, CODY	\$200.00
296548	04/29/2019	Accounts Payable	Tyler Technologies, Inc.	\$34,029.42
296549	04/29/2019	Accounts Payable	UNIFIRST CORPORATION	\$86.24
296550	04/29/2019	Accounts Payable	Universal Police Supply Co.	\$144.85
296551	04/29/2019	Accounts Payable	VERIZON WIRELESS	\$23,556.27
296552	04/29/2019	Accounts Payable	Waters Sparkletts of Payson	\$15.00
296553	04/29/2019	Accounts Payable	WEST PAYMENT CENTER	\$3,279.66
296554	04/29/2019	Accounts Payable	Westwood Pharmacy	\$8,055.23
296555	04/29/2019	Accounts Payable	Xcessories Squared Southwest, Inc.	\$5,689.70
296556	04/30/2019	Accounts Payable	AZTEC ALARMS	\$288.00
296557	04/30/2019	Accounts Payable	SCALES, RAMONA	\$292.37
296558	04/30/2019	Accounts Payable	US POSTAL SERVICE POSTAGE BY	\$6,032.00
Type Check Totals: 545 Transactions				\$4,265,473.40
JP Morgan AP - JP Morgan Accounts Payable Totals				

# Payment Register

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
<u>Check</u>							
296058	04/01/2019	Voided	Wrong Vendor	04/01/2019	Accounts Payable	State of Arizona	\$1,585.00
296062	04/01/2019	Voided/Reissued	LOST	04/22/2019	Accounts Payable	Tonto Rim Sports Club, Inc.	\$280.00
296078	04/03/2019	Voided/Reissued	Other Void	04/18/2019	Accounts Payable	SEXTON, PAUL	\$200.00
296082	04/04/2019	Voided	Ach Direct Deposit	04/04/2019	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$624,222.76
296132	04/05/2019	Voided	Other Void	04/18/2019	Accounts Payable	DJ's Companies, Inc.	\$1,410.90
296153	04/08/2019	Voided	Wrong Amount	04/18/2019	Accounts Payable	PITNEY BOWES INC	\$27.14
296326	04/18/2019	Voided	Ach Direct Deposit	04/18/2019	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$631,027.03
296366	04/19/2019	Voided	Wrong Amount	04/23/2019	Accounts Payable	Cobre Valley Publishing	\$1,430.16
296385	04/22/2019	Voided	Wrong Amount	04/30/2019	Accounts Payable	AZTEC ALARMS	\$936.00
296420	04/22/2019	Voided	Paid Twice	04/25/2019	Accounts Payable	McCreary Group	\$985.20
296483	04/25/2019	Voided	Other Void	04/30/2019	Accounts Payable	FRANCIS, BRITTANY	\$29.29
Type Check Totals:						11 Transactions	<u>\$1,262,133.48</u>

JP Morgan AP - JP Morgan Accounts Payable Totals

**ARF-5449**

**Consent Agenda Item 4. F.**

**Regular BOS Meeting**

**Meeting Date:** 05/21/2019

**Reporting Period:** Report for County Manager Approved Contracts Under \$50,000 For Month Ending April

**Submitted For:** Mary Springer, Finance Director

**Submitted By:** Stacey Espinoza, Administrative Assistant

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**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Month Ending 04-30-19.

**Suggested Motion**

Acknowledgement of contracts under \$50,000 which have been approved by the County Manager beginning 4-1-19 through 4-30-19.

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**Attachments**

Under \$50K Report for April 2019

Amendment No. 2 to Service Agreement No. 012918

Professional Services Contract No. 032619 with Archaeological Consulting Services, Ltd.

Professional Services Contract 031218 with Donald Voakes

Amendment No. 1 to Service Agreement No. 030718-1 Earthquest Plumbing

Service Agreement No. 040119 with Mountain Retreat Builders, LLC

Maintenance Agreement Bizhub BH458 with Interstate Electronics, Inc.

Maintenance Agreement Bizhub BHC558 with Interstate Electronics, Inc.

Professional Service Agreement No. 032019 with Community Bridges, Inc.

Coordination of Care Agreement No. YH19-0001

Professional Services Agreement No.040919-1 with Barbara Stone, MSW



Amendment No. 1 to Service Agreement No. 032718 Superior  
Environmental Solutions, Inc.

Professional Services Agreement 040919 with Lori Martinez NPC, LPC

Amendment No. 5 to Professional Services Contract No. 030714

Service Agreement No. 042219 with Mountain Retreat Builders, LLC

Service Agreement No. 041719 with Arizona Cooling and Heating  
Doctors, LLC

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**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000***April 01, 2019 to April 30, 2019*

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
2	DJ's Companies, Inc.	Amendment No. 2 to Service Agreement No. 012918  Facilities Fairgrounds Crew	\$2,558.40	03-02-19 to 03-01-20	04-02-19	Option to Renew	Amendment No. 2 will serve to extend the contract from 03-02-19 to 03-01-20. Weekly service of portable toilet on a trailer for the facilities and fairgrounds crew. Trailer will be parked at the Fairgrounds after 2 pm weekdays ready for service.
3	Archaeological Consulting Services, Ltd	Professional Services Contract No. 032619 Tonto Creek Southwestern Willow Flycatcher and Western Yellow-Billed Cuckoo Surveys  Public Works	\$22,450.00	04-03-19 to 04-02-20	04-03-19	Option to Renew	Surveys for the endangered Southwestern Willow Flycatcher and the Gila Western Yellow-Billed Cuckoo along Tonto Creek near Punkin Center, Gila County, AZ. The environmental study at the Tonto Creek Bridge proposed construction site is required until the bridge has been constructed.
4	Donald Voakes	Amendment No. 1 to Professional Services Contract No. 031218  Community Development	\$3,500.00	04-10-19 to 04-09-20	04-03-19	Option to Renew	Amendment No. 1 will serve to extend the term of the contract from 04-10-19 to 04-09-20. Gila County is in need of professional consultation services for a Hearing Officer to administer and enforce our local violation hearings.

*April 01, 2019 to April 30, 2019*

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
5	Earthquest Plumbing	Amendment No. 1 to Service Agreement No. 030718-1  Facilities Management	\$5,000.00	04-20-19 to 04-19-20	04-03-19	Option to Renew	Amendment No. 3 will serve to extend the term of the contract from 04-20-19 to 04-19-20. Contractor will provide annual backflow inspections, testing and repairs as needed at various facilities in Globe, AZ and repair/replace material as needed per approval.
6	Mountain Retreat Builders	Service Agreement No. 040119 CDBG #4972  Community Services Housing	\$45,555.00	04-03-19 to 05-04-19	04-03-19	Expires	The purpose of this Weatherization project is, but not limited to, HVAC installation/replacement, ductwork, room pressure relief, LED light bulbs, seal envelope, lite pack mobile belly board, new electric stove, new side by side refrigerator, vinyl flooring, level home, add skirt, replace front door, add front deck, roof and stairs/ramp, add rear deck roof and stairs, replace hot water heater electric, add new metal roofing over existing shingles, added temporary power source.
7	Interstate Electronics, Inc.	Service and Maintenance Agreement AZ2560  Clerk of Superior Court	\$576.00	02-20-19 to 02-19-20	04-02-19	Option to Renew	Service and maintenance agreement for new copier for the Clerk of the Superior Court. Maintenance BizHub BH458 Serial No. A9HH011007945, include all supplies (except paper), toner parts, labor and service calls.
8	Interstate Electronics, Inc.	Service and Maintenance Agreement AZ2559  Clerk of Superior Court	\$1,497.00	02-20-19 to 02-19-20	04-02-19	Option to Renew	Service and maintenance agreement for new copier for the Clerk of the Superior Court. Maintenance BizHub BHC558 Serial No. A79810175011252A79K011010006, includes all supplies (except paper), toner, parts, labor and service calls.

**April 01, 2019 to April 30, 2019**

9	Community Bridges, Inc.	Professional Service Agreement No. 032019 Community Services	\$15,000.00	04-09-19 to 04-08-20	04-09-19	Option to Renew	Alleviate homelessness in Gila County.
10	Mercy Care	Coordination of Care Agreement YH19-0001 Probation	\$ N/A	04-11-19 to 04-10-20	04-15-19	Option to Renew	Agreement to establish a collaborative protocol for effective communication, coordination and continuity of care for adults and children eligible for services provided by the agency who are under the supervision of Gila County Probation.
11	Barbara Stone, MSW	Professional Services Agreement 040919-1 Health Department	\$11,000.00	04-01-19 to 03-31-20	04-15-19	Option to Renew	Contractor will provide group and individual counseling services for Navajo and Apache County.
12	Superior Environmental Solutions, Inc.	Amendment No. 1 to Service Agreement No. 032718 Facilities Management	\$10,800.00	05-15-19 to 05-14-20	04-21-19	Option to Renew	Amendment No. 1 will allow for Gila County to extend the term of the contract from May 15, 2019 to May 14, 2020. Bi-annual herbicide applications are needed at six (6) locations in the Southern Region.
13	Lori Martinez NPC, LPC	Amendment No. 1 to Professional Services Agreement 040919 Health Department	\$4,000.00	04-01-19 to 03-31-20	04-01-19	Option to Renew	Amendment No. 1 will serve to extend the contract term from 04-01-19 to 03-31-20. Contractor will provide HIV Care and Services for the Payson area.

***April 01, 2019 to April 30, 2019***

14	Laboratory Corporation of America	Amendment No. 5 to Professional Services Contract No. 030714	\$7,000.00	04-01-19 to 03-31-20	4-22-19	Option to Renew	Amendment No. 5 to extend contract 030714 from April 01, 2019 to March 31, 2020. Contractor will provide laboratory testing for HIV Care and Services.
15	Mountain Retreat Builders	Service Agreement No. 042219 CDBG #4066  Community Services Housing	\$48,480.00	04-22-19 to 06-18-19	04-22-19	Expires	The purpose of this CDGB project is, but not limited to, install new roof, box in eaves, encapsulate lead paint exterior walls, repair/replace electrical, repair foundation wall, replace interior door and remodel bathroom.
16	Airzona Cooling and Heating Doctors, LLC	Service Agreement No. 041719  Public Works	\$8,087.00	04-23-19 to 06-15-19	04-23-19	Option to Renew	Evaporative cooler replacement on the shop's buildings, 1902 and 1903 at the Star Valley facility.

EXECUTIVE SUMMARY FORM

Contract Name: Port-A-Jon Service Fairgrounds Crew

Contract No.: 012918

**Statement of Purpose and Need (3-5 Sentences)**

Amendment No. 2 will serve to extend the term of the contract from 03-02-19 to 03-01-20. Weekly service of portable toilet on a trailer for the facilities and fairgrounds crew. Trailer will be parked at the Fairgrounds after 2pm weekdays ready for service.

Contract End Date: 03-02-19 to 03-01-20

Renewal Option: ☒ Yes  
☐ No

Maximum Dollar Limit: \$2,558.40

Contract Information

Firm Name: DJ's Companies, Inc.

Contact  
Person:

Darlene Jonovich

Address: P.O. Box 1810

Phone No: 928-425-0602

City: Claypool

State: AZ

Fax: \_\_\_\_\_

Email:

Djsco50@hotmail.com

Facilities Management/PW/Buildings/Land/Non-Specified/Other services and charges General  
Fund: services

Type of Funds: ☐ Restricted

☐ Grant

☐ General Fund

Fund Code: 6880.341.102.000.4200.10

Project Code-FM\_FG

☐ Other

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:



**AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 012918**

*The following amendments are hereby incorporated into the agreement for the below project*

---

**PORT-A-JON SERVICE – FAIRGROUNDS CREW**

**FACILITIES**

**Effective** March 2, 2018, Gila County and DJ's Companies, Inc. entered into a contract whereby DJ's Companies agreed to provide Port-A-Jon Service to the Fairgrounds Crew.

**Amendment No. 1 to Service Agreement No. 012918** was executed on June 13, 2018 to increase the contract amount by an amount of One Hundred Sixty-Six dollars and 40/100's (\$166.40).

**Service Agreement No. 012918** will expire on January 27, 2018. **Per Article 15-Term**, Gila County shall have the right, at its sole option, to renew the contract for two (3) additional (1) year periods.

**Amendment No.2 to Service Agreement No. 012918**, will allow for Gila County to exercise the option to renew the term of the Agreement for one a one-year term, from March 2, 2019 to March 1, 2020, for a contract amount of not to exceed Two Thousand Five Hundred Fifty-Eight dollars and 40/100's (\$2,558.40) without prior written approval from the County.

**Additionally, Amendment No. 2** will serve to remove from the contract the language "**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."

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 2, 2019 to March 1, 2020 period.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 2<sup>nd</sup> day of April, 2019.

**GILA COUNTY**

  
James Menlove, County Manager

Date: 4.2.19

**DJ'S COMPANIES, INC.**

  
Signature

Twila MacLean  
Print Name



## EXECUTIVE SUMMARY FORM

Contract Name: Tonto Creek Southwestern Willow Flycatcher  
and Western Yellow-Billed Cuckoo Surveys Contract No.: 032619

### Statement of Purpose and Need (3-5 Sentences)

Surveys for the endangered southwestern Willow Flycatcher and the Gila Western Yellow-Billed Cuckoo along Tonto Creek near Punkin Center, Gila County, AZ. The environmental study at the Tonto Creek Bridge proposed construction site is required until the bridge has been constructed.

Contract End Date: One year after Signature

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$22,450.00

### Contract Information

Firm Name: Archaeological Consulting Services, Ltd. Contact Person: Tracy McCarthy

Address: 424 W Broadway Road Phone No: 480-894-5477

City: \_\_\_\_\_ State: AZ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Tonto Creek Bridge/Public Works/Engineering CIP  
½ Cent Excise/Non-Specified/Professional services  
Fund: Architectural and engineering

Fund Code: 6511.341.526.000.4210.70

Type of Funds: ☐ Restricted

☐ Grant

☐ General Fund

☐ Other

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:



**GILA COUNTY**

**PROFESSIONAL SERVICES CONTRACT NO. 032619**

**TONTO CREEK SOUTHWESTERN WILLOW FLYCATCHER AND WESTERN YELLOW-BILLED CUCKOO SURVEYS**

**THIS AGREEMENT** made and entered into this 3rd day of April, 2019, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and Archaeological Consulting Services, Ltd. of the City of Tempe, County of Maricopa, State of Arizona, hereinafter designated the **CONSULTANT**.

**WITNESSETH:** That the **Consultant**, for and in consideration of the sum to be paid him by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF WORK:** Refer to attached Attachment “A” by mention made a binding part of this agreement as set forth herein. The scope is for Project No. TCB-ENV, Tonto Creek Bridge Environmental, to conduct surveys for the endangered Southwestern Willow Flycatcher (SWFL) and the Western Yellow-billed Cuckoo (YBCU), along Tonto Creek near Punkin Center, Gila County, Arizona. In order to stay compliant with federal requirements, prior to the commencement of construction, a study has to be conducted for three continuous years. Archaeological Consulting Services, Ltd. has been doing the study under contract with Kimley Horn for the bridge since July 2009.

- Archaeological Consulting Services, Ltd. (ACS) will follow the Sogge et al SWFL and Halterman et al YCBU survey Protocols when conducting surveys. Tracy McCarthy and Laura Stewart of ACS have extensive experience conducting surveys under this protocol and within the project area.
- ACS will conduct protocol surveys for SWFLs and YBCUs, 0.5 mile upstream and downstream of the proposed bridge location near Punkin Center.
- The scope includes seven survey visits per protocol for the Southwestern Willow Flycatcher, and four survey visits per protocol for the Western Yellow-billed Cuckoo, spaced out within the three established surveys periods, during the SWFL and YBCU breeding seasons
- Costs have also been included for a separate survey visit in case weather conditions are not favorable on one of the seven visits. Surveys for these species can only be conducted with minimal wind and rain conditions according to protocol. The cost for the make-up visit will be deducted from the total contract amount if the visit is not necessary.

- Results of the surveys will be summarized in a brief report, which will include the survey forms, and will be submitted to the Arizona Game and Fish Department, the US Fish and Wildlife Service, and the US Forest Service.

## **ARTICLE II – COST SUMMARY:**

<b>Project Cost Summary Table</b>	
▪ Seven (7) Surveys.....	\$20,403.00
▪ Make-Up Survey.....	\$2,047.00
▪ <b>Total Estimated Budget .....</b>	<b>\$22,450.00</b>

**ARTICLE III – INDEMNIFICATION CLAUSE:** Consultant shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant 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 Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant 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 Consultant 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 Consultant for the County.

**ARTICLE IV - INSURANCE REQUIREMENTS:** Consultant 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 Consultant, 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 Consultant from liabilities that might arise out of the

performance of the work under this contract by the Consultant, his agents, representatives, employees or subcontractors and Engineer is free to purchase additional insurance as may be determined necessary.

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language:

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

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

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

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

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

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

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

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

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

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure

to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

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

**ARTICLE VI – CANCELLATION:** This agreement is subject to cancellation pursuant to **A.R.S. § 38-511**. The **Consultant** shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the **Consultant**:

- a. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- b. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- c. Discontinues the prosecution of the work; or
- d. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
- e. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- f. Makes assignment for the benefit or creditors.

**ARTICLE VII – PAYMENT:** For and in consideration of the performance of the services of the work herein described in Attachment “A”, the **County** agrees to pay the **Consultant** a rate of **\$22,450.00** for the services as identified in **Article II-COST SUMMARY**, Project Cost Summary Table. **Consultant** shall submit monthly invoices, following the last day of the month for services performed and expenses incurred during the billing period. The term of this contract shall commence on the date signed by the County Manager and shall remain in effect for a period of twelve months unless terminated, canceled, or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for three additional one-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 VIII – TERMINATION OF CONTRACT:** Either party, in writing, may terminate this contract in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this contract after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party’s expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

**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**

**PROFESSIONAL SERVICES CONTRACT NO. 032619**

**TONTO CREEK SOUTHWESTERN WILLOW FLYCATCHER AND WESTERN YELLOW-BILLED CUCKOO  
SURVEYS**

GILA COUNTY

ARCHAEOLOGICAL CONSULTING SERVICES, LTD.

Homero H. Velazquez  
for

James Menlove, County Manager

Homero H. Velazquez  
Ass County Mgr

Margerie Green  
Signature

Date: 4-3-2019

Margerie Green  
Print Name



**Archaeological Consulting Services, Ltd.**

*Cultural Resource, Environmental Planning, and GIS Services*

Certified DBE. EDWOSB, Established 1977

424 West Broadway Road

Tempe, AZ 85282-1339

(480) 894-5477

www.acstempe.com

21 March 2019

ACS Project 19-039

Steve Sanders  
Gila County  
Director of Public Works  
1400 E. Ash Street  
Globe, AZ 85501

RE: Proposal for 2019 Southwestern Willow Flycatcher and Western Yellow-billed Cuckoo Surveys along Tonto Creek near Punkin Center, Gila County, Arizona

Dear Mr. Sanders:

Thank you for contacting Archaeological Consulting Services, Ltd. (ACS) regarding surveys for the endangered southwestern willow flycatcher (SWFL) and threatened western yellow-billed cuckoo (YBCU) along Tonto Creek near Punkin Center, Gila County, Arizona. ACS will conduct protocol surveys for SWFLs and YBCUs 0.5 mile upstream and downstream of the proposed bridge location near Punkin Center. This proposal includes costs for surveys in 2019 only.

**Scope of Work**

ACS personnel will follow the Sogge et al. SWFL and Halterman et al YBCU Survey Protocols when conducting surveys. Tracy McCarthy and Laura Stewart have extensive experience conducting surveys under these protocols and within the project area, and Stephanie Cobbold has conducted yearly surveys within the project area since 2015. We have overlapped the survey visits required in the survey protocols as much as possible; however because of the timing of the survey periods we were only able to overlap two of the survey visits. Therefore, we have included seven survey visits per protocol (five SWFL and four YBCU) spaced out within the three established surveys periods during the SWFL and YBCU breeding seasons.

We have also included costs for a separate survey visit in case weather conditions are not favorable on one of the seven visits. Surveys for these species can only be conducted with minimal wind and rain conditions according to protocol.

Results of the surveys will be summarized in a brief report, which will include the field survey forms, and will be submitted to the Arizona Game and Fish Department, the U.S. Fish and Wildlife Service, and the U.S. Forest Service.

**Cost Estimate and Schedule**

The estimated lump sum cost for the 2019 survey effort with separate weather make up survey is below.

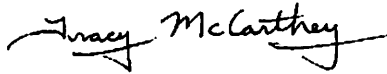
Year	2018
7 Surveys	\$20,403.00
Make-up Survey	\$2,047.00
Total	<b>\$22,450.00</b>



The SWFL and YBCU breeding seasons extend through August; therefore, we will submit our draft report to Gila County for review by October 1<sup>st</sup>. This proposal is valid for 60 days.

Please do not hesitate to call if you have any questions. We look forward to working with Gila County again.

Sincerely,

A handwritten signature in black ink that reads "Tracy McCarthy". The signature is fluid and cursive, with the first name "Tracy" and last name "McCarthy" clearly distinguishable.

Tracy McCarthy  
Director, Environmental Division / Senior Biologist

Copy: Shannon Coons  
Patricia Valenzuela



## EXECUTIVE SUMMARY FORM

Contract Name: Hearing Officer Independent Contractor Contract No.: 031218

**Statement of Purpose and Need (3-5 Sentences) Amendment No. 1** will serve to extend the term of the contract from 04-10-19 to 04-09-20. Gila County is in need of professional consultation services for a Hearing Officer to administer and enforce our local violation hearings.

Contract End Date: 04-01-19 to 03-31-20

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$3,500.00

### Contract Information

Firm Name: Donald Voakes Contact Person: Donald Voakes

Address: 9195 North Circle Drive Phone No: 928-595-0575

City: Strawberry State: AZ Fax: \_\_\_\_\_ Email: donvoakes@hotmail.com

Rabies Control/Health/Salaries and wages Regular salaries and wages  
Fund: General Fund/Community Development/Salaries and wages Regular salaries and wages

1009.404.4010.10-\$1,500  
Fund Code: 1005.108.4010.10-\$2,000

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.



**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 031218**

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT 031218  
HEARING OFFICER INDEPENDENT CONTRACTOR**

**DONALD VOAKES**

Effective April 10, 2018, Gila County and Donald Voakes entered into a contract whereby Donald Voakes agreed to provide Hearing Officer Independent Consultation Services.

**Professional Services Contract No. 031218** expires on April 10, 2019. Per Article 9-Term, Gila County shall have the right, at its sole option, to renew the contract for two additional one-year periods.

**Amendment No. 1 to Professional Services Contract No. 031218**, will allow for Gila County to exercise the option to renew the term of the Contract for a one-year term, from April 10, 2019 to April 9, 2020.

**Additionally, Amendment No. 1** will serve to remove from the contract the language "**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."

The Consultant will continue to bill for services pursuant to Article 10 - Payment, of the original contract, but in no event shall charges for the April 10, 2019 to April 9, 2020 exceed \$3,500.00 without prior written agreement of the County.

All other terms and conditions of the original contract shall remain in full force and affect during the April 10, 2019 to April 9, 2020 renewal period.

**IN WITNESS WHEREOF**, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 3rd day of April, 2019.

**GILA COUNTY:**

*Jaques Sandus*  
For **James Menlove, County Manager**

**DONALD VOAKES**

*Donald R. Voakes*  
Signature

Date: 4-3-19

DONALD R. VOAKES  
Print Name

The following information was provided by the member  
identified in the above stated project.



PROFESSIONAL SERVICES CONTRACT OF 2018  
HARRING OVERTIME INDEPENDENT CONTRACTOR

DONALD MOSES

Effective April 10, 2018, Gila County and Donald Moses entered into a contract whereby Donald  
Moses agreed to provide "Independent Contractor Services".

Professional Services Contract No. 001118 expires on April 10, 2019. For the term of this  
Contract, the County shall have the right to terminate or modify the contract at any time and without cause.


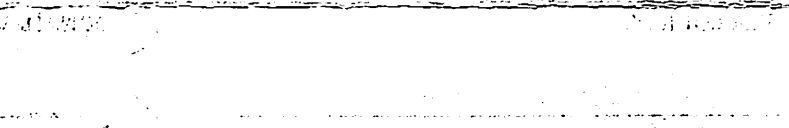
Amendment No. 1 to Professional Services Contract No. 001118 was executed on April 10, 2018 to April  
10, 2019. The County has the option to renew the contract for one year ending April 10, 2020 to April  
10, 2021.

Additionally, Amendment No. 1 will remove the contract from the contract no longer in effect.  
The County's obligation to provide services under the contract is not terminated in and will  
not be terminated by the expiration of the term of the contract. The County shall be responsible for the  
cost of this contract. The County shall be responsible for the cost of this contract. The County shall be responsible for the cost of this contract.

The County will continue to bill for services pursuant to Article 10 - Payment of the original  
contract. The County shall be responsible for the cost of this contract. The County shall be responsible for the cost of this contract.

An order was issued and the County shall be responsible for the cost of this contract. The County shall be responsible for the cost of this contract.

IN WITNESS WHEREOF, the County of Gila, Arizona, by its duly authorized officers, has hereunto set its hand and seal of office this 10th day of April, 2018.

  
Donald Moses  
Independent Contractor  
  
Gila County, Arizona  
County Manager

## EXECUTIVE SUMMARY FORM

Contract Name: Backflow Testing and Repair-Southern Gila  
County Contract No.: 030718-1

**Statement of Purpose and Need (3-5 Sentences)** Amendment No. 1 will serve to extend the term of the contract from 04-20-19 to 04-19-20. Contractor will provide annual backflow inspections, testing and repairs as needed at various facilities in Globe, AZ and repair/replace material as needed per approval.

Contract End Date: 04-20-19 to 04-19-20

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$5,000.00

### Contract Information

Firm Name: Earthquest Plumbing, Inc. Contact Person: Tim Haas

Address: P.O. Box 539 Phone No: 928-425-2111

City: Globe State: AZ Fax: \_\_\_\_\_ Email: Earthquest07@@gmail.com

Facilities/PW/Buildings/Land/Non-Fund: Specified/Repair and Maint. supplies Plumbing

Type of Funds: ☐ Restricted  
☐ Grant  
☐ General Fund

Fund Code: 6880.341.102.000.4130.40

☐ Other

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:



**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 030718-1**

*The following amendments are hereby incorporated into the agreement for the below project*

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**BACKFLOW TESTING AND REPAIR-SOUTHERN GILA COUNTY**

**FACILITIES MANAGEMENT**

**Effective** April 20, 2018, Gila County and Earthquest Plumbing, Inc. entered into a contract whereby Earthquest Plumbing, Inc. would provide Backflow Inspection and Repairs for Southern Gila County.

**Service Agreement No. 030718-1** will expire on April 20, 2019. **Per Article 14-Term**, Gila County shall have the right, at its sole option, to renew the contract for two additional one-year periods.

**AMENDMENT NO. 1 to Service Agreement No. 030718-1**, will allow for Gila County to exercise the option to renew the term of the Agreement for a one-year period, from April 20, 2019 to April 19, 2020, for a contract amount not to exceed Five Thousand dollars and 00/100's (\$5,000.00) without prior written approval from the County.

**Additionally, Amendment No. 1** will serve to remove from the contract the language "**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."

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the April 20, 2019 to April 19, 2020 renewal period.

**IN WITNESS WHEREOF**, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 3rd day of April, 2019.

GILA COUNTY:

James H. Vela Homans Vela  
for Asst County Mgr  
James Menlove, County Manager

Date: 4-3-2019

EARTHQUEST PLUMBING, INC.

Timothy W. Haas  
Signature

Timothy W. Haas  
Print Name



## EXECUTIVE SUMMARY FORM

Contract Name: CDBG #4972

Contract No.: 040119

**Statement of Purpose and Need (3-5 Sentences)** The purpose of this Weatherization project is, but not limited to, HVAC installation/replacement, ductwork, room pressure relief, LED light bulbs, seal envelope, lite pack mobile belly board, new electric stove, new side by side refrigerator, vinyl flooring, level home, add skirt, replace front door, add front deck, roof and stairs/ramp, add rear deck, roof and stairs, replace hot water heater electric, add new metal roofing over exist shingles, added temporary power source.

Contract End Date: 050419

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$45,555.00

### Contract Information

Firm Name: Mountain Retreat Builders

Contact  
Person:

John Oddonetto

Address: 745 East Senita Drive

Phone No: 928-606-4674

City: Globe

State: AZ

Fax: \_\_\_\_\_

Email: Johnnyrayo58@gmail.com

Housing Rehabilitation/Community  
Fund: Services/CDBG/Support and care of persons  
Rehab grants expense

Type of Funds: ☐ Restricted

☐ Grant

☐ General Fund

Fund Code: 2002.171.238.4320.72

Project Code-Home 18\_238\_02\_03

☐ Other

Special Notes:



**SERVICE AGREEMENT NO. 040119**

**CDBG #4972**

**COMMUNITY SERVICES-HOUSING**

**THIS AGREEMENT**, made and entered into this 3<sup>rd</sup> day of April, 2019, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 040119** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 040119** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 040119**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.



This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language:

**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.**

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

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

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed 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 Street, Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto: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:** 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.

**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 signed by the County Manager and remains in effect through May 4, 2019.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid in three separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one third (1/3) of the total contract amount. The second invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon fifty percent (50%) of project completion. The final invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This **Service Agreement No. 040119** is for a total flat fee of \$45,555.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

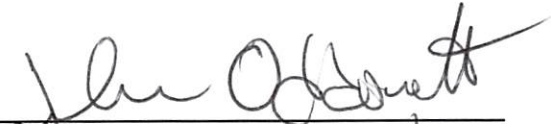
**IN WITNESS WHEREOF**, Service Agreement No. 040119 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
FOR James Menlove, County Manager

Date: 4-3-19

MOUNTAIN RETREAT BUILDERS, LLC

  
Signature

John O'Donnell  
Print Name

Gila County Housing Services  
 5515 S. Apache St., Suite 200  
 Globe, AZ 85501  
 Main: (928) 425-7631  
 Fax: (928) 425-9468  
 Countywide T.D.D. (928) 425-0839



# HOME

## Scope of Work

(GCV)

### Client Information

Location: Tonto Basin, AZ 85547  
 HH # 4972  
 Project ID # 304-18-03

### General Contractor Information

Company Name: DOWN TOWN KERRA  
 Company License # \_\_\_\_\_  
 Company Contact # \_\_\_\_\_

If your company would like to perform a physical walkthrough, contact the Housing Project Administrator to schedule an appointment. All walkthroughs will be conducted on a 1 on 1 basis at a convenient time for all associated parties. Any client specific information will be provided at the time the walkthrough is scheduled. All bid submissions are due five (5) business days after the call to bid e-mail is sent.

In addition to 'Total Project Cost', all quotes must have breakouts to include individual line item amounts and a Manual-J report modeled from the proposed scope of work and existing structure characteristics for this quote to be accepted as an official bid. Any submitted bid without line item amounts and/or a Manual-J for HVAC measures will be considered an invalid bid submission by Gila County Housing Services. Any installed equipment which does not match the Manual-J sizing will be replaced with equipment which is correctly sized at the contractor's expense.

Project Total Bid: \$ 43,555

Company Representative: \_\_\_\_\_

Signature

(Clearly Print Name)

Title: \_\_\_\_\_

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





## Project Requirements

### Safe Work Practices

(SWS 2.0100 1, 2.0100 2)

All safe work practices must be followed always during the work process of the project. **All demolished materials and debris must be cleaned up and removed from around the property every work day.** All material and debris which is left on the property overnight on any workday may incur a financial penalty of \$100.00 charged to the awarded contractor. Any unpaid financial penalties at the end of the project may cause a delay in final payment until the payment is received.

### Performance

It is the awarded contractor's responsibility to strictly follow all local and federal codes which applies to each individual construction discipline found within the details of this Scope of Work. It is mandatory that the awarded contractor and each sub-contractor must follow all regulated building codes throughout the entire construction retro-fit process including but not limited to IBC, IMC, ASHRAE, IAPMO, NEC, NFPA 70, Manufacturer Instructions, and any other set of building regulations which may govern over the construction industry that applies to any specific line item found on this Scope of Work.

Each individual cost associated with every detailed line found on this Scope of Work must include all necessary parts, materials, fasteners, sealant, labor, freight, and taxes for a complete and functional system. Incidental items not mentioned, listed, or specifically called out for in the associated line details, for any measure of improvement within this contract, which can be reasonably and legitimately inferred to as belonging to the work described or to be necessary to meet any code or regulation, must be included in the cost to provide a complete working system or building assembly and must be furnished and properly installed as though it was specifically called out in every detail, in its entirety. It is the awarded contractor's responsibility and the responsibility of any sub-contractor which the awarded contractor chooses to employ, to possess the necessary knowledge and skills to perform their proclaimed construction discipline with a reasonable level of proficiency.

### Standard Work Specifications (sws)

All SWS guidelines are required to be followed always throughout the entire project. There is an online tool which can be found at <https://sws.nrel.gov> which is an interactive site that gives all definitions of work procedures as required by the Department of Energy. These specifications are required to be strictly observed for all WAP, CBDG, Gila County funded projects. Any measure of improvement detailed within this Scope of Work which is found to not follow the associated SWS will be considered an improper installation and the awarded contractor will be required to rework the measure at the contractor's expense in its entirety. If you have any questions or problems navigating this website, please contact the General Contractor for assistance.

### Critical Details

The "Home Performance Critical Details" are to be followed for all measures which it applies to. "Home Performance Critical Details" can be found at <https://swbstc.org>. This website has very important information about Weatherization's best practices and other extremely helpful information which is required to be followed to meet Gila County requirements. Please contact the General Contractor with any questions on this matter.

### Standards for Weatherization Materials

It is a requirement for the WAP and Department of Energy to only utilize the approved materials for all projects funded by the Department of Energy. The listing of the required materials can be found at <https://ecfr.gov>.

- Use the drop-down menu in the middle of the page and find 'Title 10 – Energy' then click 'GO'.
- At this point you must find 'Volume 3, Chapter II, 200-499 in the chart. Click on the blue link '200-499'.
- Scroll down until you find 'Part 440 – Weatherization Assistance for Low Income Persons'; click the blue link in the left column '440'. This is found in the 'Subchapter D – Energy Conservation' section of this directory.
- This will bring up the last directory where you will find the 'Appendix A to Part 440 – Standards for Weatherization Materials'. It is blue and found at the bottom of the listing. Click on this link.

This entire document defines the accepted materials which are required to be used on all WAP, CDBG, and Gila County funded projects. Please contact the General Contractor if you have any questions or problems navigating to this document.

### Permit & City Inspection

All Weatherization & Rehabilitation projects will have a permit pulled and will be inspected by the corresponding city or county building inspector prior to scheduling the final energy audit. Gila County will be purchasing the permit which will be waiting at the local permit office for the awarded contractor to sign and pick up prior to work starting. Any code violation found by the inspector at their final will need to be addressed by the awarded. Gila county will be responsible for purchasing the permit and the first inspection, any additional inspections (because of a code violation) will be at the awarded contractor's expense and responsibility to schedule. A copy of the permit must be posted on the inside of a window located at the front of the home. A passing final inspection report from the building inspector must be provided to the Housing Project Administrator to schedule for a final inspection and energy audit by the Housing Project Administrator.



## Mechanical Measures

### HVAC Installation/ Replacement

(SWS 5.3001, 5.3002, 5.3003.3a, 5.3003.3c, 5.3003.3d, 5.3003.3e, 5.3003.3h, 5.3008.2, 5.3003.4, 5.3003.5, 5.3003.6, 5.3003.7, 5.3003.9, 5.3003.10, 5.3003.11, 5.3003.13, 5.3003.14, 5.3003.16, 5.3003.18, 5.3003.19, 5.3003.20, 5.3003.21, 5.3003.22, 5.3003.23)

All item(s) not mentioned below which are necessary for a complete working system, either specifically for the manufacture's specifications or as a standard required, material, or method must be installed or utilized as if it was specifically called out.

Supply and safely install all necessary materials, parts, and equipment. Contractor is responsible to decide the best method of installation (ground mount, roof mount, attic mount, or installed in a mechanical closet) unless otherwise noted below. **All stated specifications for the new unit must be met** including clearances, depths, distances, etc. depending on the manufacture's requirements and equipment design (split system, package unit, conventional, heat pump, etc.). **Any new equipment chosen must meet or exceed any of the following requirements 14.0 SEER rating, 8.1 HSPF rating, and/ or 90% AFUE rating. All warranties must meet WAP requirements dependent on the type of installation and verified prior to installation.**

- Size the new heat pump to the home per ACCA Manual-J, residential load calculations. Submit your load calculation report with the bid for the entire project showing the sizing of the furnace for the design heat load. Do not over size the equipment (equipment size may round up to the nearest ½ ton but must not be undersized).
- Contractor's responsibility to decide the best type of equipment and design for installation (package, split system, roof mount, ground mount, etc.).
- The new equipment must pass a static pressure test which will be defined by manufacture's specifications, any ductwork modifications which may be necessary to adjust for the new equipment must be included in the cost of this measure of improvement.
- Electrical supply must be a dedicated circuit with a switch at the unit for servicing.
- Heat Pump AHU installations must have a properly sized back up heat kit installed with a dedicated circuit and fused service disconnect and if necessary a remote temperature sensor with proper heat pump thermostat.
- Unit must have a minimum of 30" (inches) front clearance of all service panels when installed for future servicing.
- Check the temperature rise for the equipment (PMI).

Provide and install all necessary sheet metal, electrical (high and low voltage), plumbing needs with any alterations and necessary connections required for a complete working installation. Include all new PVC condensate system to discharge outdoors in a manner that will not cause any seasonal safety issues, or homeowner inconvenience (such as discharging into a path of travel like a walkway, over a door, etc.).

Contractor is responsible to insure and verify proper sized electrical wiring in both new and existing cases and must include the cost to make correct if required. Must provide and install a new fused service disconnect with a weather tight flexible electrical conduit line not exceeding code length requirements, standard fuses sized to manufacture's specifications and must comply with current IECC code. Supply and install any low voltage wiring which may be required to properly control **all** the functions of the equipment with a new digital thermostat. The wall penetration for the thermostat must be sealed to prevent false readings that may be produced by backdrafts running through the wall. Thermostat must be level and solidly secured to the wall using proper methods and materials. If problems are incurred contact the General Contractor for how to proceed. Submit manufacturer's warranty (filled out and submitted) to the General Contractor to be included in the final paperwork.

**NOTE:** Remove and replace existing with per manual J requirements.

Cost: \$ 6,000

**Ductwork**

(SWS 2 0100 1, 3 1601 3 1602 4 1601 5 3001 2 6 6002 1 6 6102 5 6 6102 2 6 6288 3)

Contractor must provide and install an all new R-8 ductwork system, registers must be located as close to the exterior side of the room as possible (or the furthest location from the entrance to the room), to properly heat and cool ALL livable spaces (do not install any register in locations that may pose dangers during the installation process). All register locations must be in a logical and reasonable manner to address form and function, not just randomly located in a hap-hazard type of way. The installation of the new system is to follow manufacture's specifications. Rigid elbow connections are to be utilized at registers when necessary to prevent kinking. Design and air flow requirements that must be met as specified by the equipment manufacture are the contractor's responsibility. Install a properly sized (calculated) supply and return duct systems to be sized and designed specifically for the air circulation and static requirements, do not create any static pressure problems which will shorten the life of the equipment and void most of if not all equipment warranties due to improper installation. If the situation requires a return box to be fabricated there is to be a minimum 144 square inches for the opening and 6" deep per ton (general rule). If necessary properly patch the abandoned duct

openings to the rooms with drywall. All drywall patches must receive tape, mud, and texture to match surrounding surfaces (paintin the atched surfaces will be the homeowner's res onsibility). If the patch is on a surface other than drywall (paneling, tile, etc.), it is required to properly seal the opening and install a ceiling/wall/floor grille over the patch for esthetic purposes, these grilles may be a plain stamp faced grille with all louvers pointing in a direction to prevent or limit visual access to the interior patch.

SUPPLY DIFFUSER(S): Repair, replace if needed.

RETURN DIFFUSER(S): Repair, reseal if needed.

**NOTE:** Reseal existing ductwork to meet WAP standards.

Cost: \$ 600.00

**Room Pressure Relief**

(SWS 6.6201.2, 6.6201.3)

Contractor to provide and install all materials requires for the chosen pressure relief system. A pressure relief system must be installed for any bedroom which requires this measure. This item is to be determined and designed by the contractor (there are several methods to choose from as the structural conditions may, doors must not be undercut more than 1" off the floor), initial audit has found pressure relief problems in one or all bedrooms, which may or may not be present after all measures of improvement have been met. This measure can only be determined during the time of the post envelope sealing to obtain an accurate reading. All conclusive results must be recorded in the final paperwork and provided to the General Contractor. It is recommended to use a "Tamarack" for room pressure relief, which is a BPI certified product. Install the "Tamarack" PMI to pass inspection.

**NOTE:** Install if needed.Cost: \$ 280**Install LED Light Bulbs**

(SWS 7.8003.1)

Install new LED light bulbs throughout the structure. Provide a selection of 2 distinct types of lumens for the client to choose from. It is recommended to have a selection of a soft white and a daylight type of bulb. Demonstrate for the client the lumen output for each so the client can decide how to place the new bulbs.

**NOTE:** Install 10 LED bulbs throughout.Cost: \$ 280



## Envelope Measures

### Seal Envelope Complete

(SWS 3.10 thru 3.19, 3.1901.1, 3.1901.2)

Health and safety policies must be followed always (see GOEP guidelines). Contractor is to supply all necessary materials and labor to establish a continuous air barrier envelope inside the structure. Envelope sealing can only be performed by a trained technician and in conjunction with pressure diagnostics. Utilize approved products only for this process. Properly patch and seal all violations in sheetrock, walls, floors, ceilings, or any visible penetrations in the interior surfaces **only** if infiltration is communicating through the violation. It is recommended to seal all top and bottom plates to address all interior air communication in the interior walls. The structure's air barrier must meet WAP and SWS requirements. All other repairs and duct sealing should be completed prior to envelope sealing.

#### NOTE:

Cost: \$ 1,200

## Insulation Measures

### Lite Pack Mobile Belly Board Insulation

(SWS 4.1302.1, 4.1303.1)

Remove ALL damaged batt insulation and belly materials, make clean cut edges around damaged areas as needed. Provide all materials to repair all missing belly board /pan areas with only approved materials and mending tape which has been rated for mobile home belly repairs. Provide and install lite pack fiberglass insulation inside the air barrier between the belly board and the interior floor to a minimum of 1.8 and a maximum 2.2 lbs. per sq./ft. Completely fill each floor bay with insulation (on top of any existing insulation). Quality of workmanship must last the duration of the lifetime for this measure (if left undisturbed lifetime = 20yrs) and must provide a quality air barrier and thermal envelope for the structure. The finished work will be verified and documented with an F.L.I.R. camera to confirm all areas are performing to required specifications.

**NOTE:** Add insulation and belly pan as needed.

Cost: \$ 1,500

## Appliances

1. New Induction Electric Stove
2. New Side by Side Refrigerator

Cost: \$ 2,000

## Interior

1. Add vinyl flooring to bathroom areas as needed

Cost: \$ 600.00

## Exterior

1. Re level home as needed
2. Add skirting as needed
3. Replace front door
4. Add front deck and roof and stairs and ramp
5. Add rear deck, roof and stairs
6. Replace water heater with electric
7. Add new metal roofing over existing shingles
8. Add small house Generac temporary power source

Cost: \$ 33,250

**EXECUTIVE SUMMARY FORM**

Contract Name: Service & Maintenance Agreement

Contract No.: AZ2560

**Statement of Purpose and Need (3-5 Sentences)**

Service and maintenance agreement for new copier for the Clerk of the Superior Court. Maintenance BizHub BH458 Serial No. A9HH011007945, includes all supplies (except paper), toner, parts, labor and service calls.

Contract End Date: 02-19-20

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$576.00

**Contract Information**

Firm Name: Interstate Electronics, Inc.

Contact  
Person:

Robert Barney

Address: Box 730

Phone No: 928-428-3357

City: Thatcher

State: AZ

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

General Fund/Clerk of Superior Court/Repair and  
Fund: Maintenance Office Equipment

Type of Funds:

☐ Restricted

☐ Grant

☐ General Fund

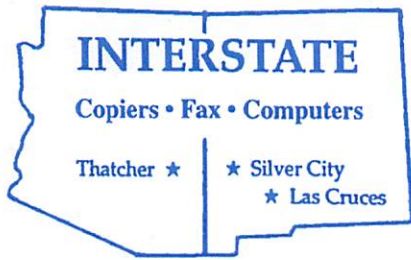
☐ Other

Fund Code: 1005.302.4300.20

Date Sent for Legal Review: \_\_\_\_\_

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

**Special Notes:**



Maintenance Agreement Invoice

Interstate Electronics, Inc.  
PO Box 730, Thatcher, AZ 85552  
(928) 428-3357

Account No.
P.O. / Cust. Order No.
Contract No. AZ2560

Bill To:

Name	GILA COUNTY FINANCE		
Address	1400 E ASH		
City	GLOBE	State	AZ
Zip	85501		
Telephone	928-402-8559	Contact	ESTHER

Location:

Name	CLERK OF THE SUPERIOR COURT		
Address			
City		State	
Zip			
Telephone		Contact	

Date	Service Zone	MC Start	MC Expire	Beg Meter	End Meter	Copies Used
3/6/19	2	2/20/19	2/19/20	53834		

Plan	Manufacturer	Model	Serial No.	Allow Black Copies	Exc. Copies Chg	Unit Price
1	KONICAMINOLTA	BH458	A9HH011007945	80,000	.0072	\$576.00
<div>Exclusions Or Special Instructions:  INCLUDED ALL PARTS AND LABOR, EXCLUDING DAMAGES CAUSED BY MISUSE, ABUSE OR NEGLIGENCE. INCLUDES ALL CONSUMABLE SUPPLIES EXCLUDING PAPER. COLOR COPIES WILL BE BILLED AT THE END OF THE CONTRACT PERIOD.</div>				Color copies	Exc. Copies Chg	Unit Price
				Accessories	Allow. Copies	
				Ex. Copies Charge Where Applicable		
				Subtotal		\$576.00
				Total Tax		
				Invoice TTL		\$576.00

Customer agrees to purchase and ICS agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this contract. No terms or conditions, expressed or implied, are authorized unless they appear on original of this contract, signed by the Customer and ICS manager.

THE ADDITIONAL TERMS AND CONDITIONS OF THE MAINTAINANCE AGREEMENT ARE INCORPATED IN AND MADE PART OF THIS CONTRACT, NO CHANGE, ALTERATION OR ADMENDMENT OF THE TERMS OR CONDITIONS OF THIS CONTRACT ARE AUTHORIZED OR EFFECTIVE UNLESS THEY HAVE BEEN AGREED TO IN WRITING BY AN OFFICER OF ICS. NO COURSE OF DEALING OR OTHER CONDUCT OR CUSTOM SHALL CONSTITUTE AN AMENDMENT TO THE TERMS HEREOF NOR ALTER OR VARY THE TERMS OF THIS CONTRACT.

THIS CONTRACT IS AUTOMATICALLY RENEWABLE UNLESS CANCELLED BY EITHER PARTY. THIS CONTRACT IS DUE AND PAYABLE PRIOR TO COVERAGE DATES.

☐ Yes, I have received a copy of the terms and conditions of this Maintenance Agreement.

ICS Representative Signature 	Customer Name GILA CO CLERK OF THE SUPERIOR COURT
Printed Signature Name ANN ARRELLIN	By: (Authorized Agent)  Date 4.2.19
Branch Office Address PO BOX 730	Printed Signature Name JAMES MENLOVE Title COUNTY MANAGER
City THATCHER	State AZ
Zip 85552	<input type="checkbox"/> I do not wish to purchase a Maintenance Agreement at this time.





## EXECUTIVE SUMMARY FORM

Contract Name: Service & Maintenance Agreement

Contract No.: AZ2559

**Statement of Purpose and Need (3-5 Sentences)**

Service and maintenance agreement for new copier for the Clerk of the Superior Court. Maintenance BizHub BHC558 Serial No. A798017501252A79K011010006, includes all supplies (except paper), toner, parts, labor and service calls.

Contract End Date: 02-19-20

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$1,497.40

Contract Information

Firm Name: Interstate Electronics, Inc.

Contact

Person: Robert Barney

Address: Box 730

Phone No: 928-428-3357

City: Thatcher

State: AZ

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

General Fund/Clerk of Superior Court/Repair and  
Fund: Maintenance Office Equipment

Type of Funds: ☐ Restricted

☐ Grant

Fund Code: 1005.302.4300.20

☐ General Fund

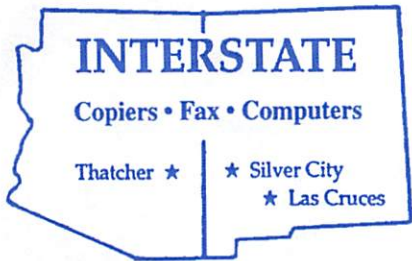
☐ Other

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:





Interstate Electronics, Inc.  
PO Box 730, Thatcher, AZ 85552  
(928) 428-3357

Account No.	
P.O. / Cust. Order No.	
Contract No.	AZ2559

Bill To:

Name	GILA COUNTY FINANCE		
Address	1400 E ASH		
City	GLOBE	State	AZ
Zip	85501		
Telephone	928-402-8559	Contact	ESTHER

Location:

Name	CLERK OF THE SUPERIOR COURT		
Address			
City		State	
Zip			
Telephone			

Date	Service Zone	MC Start	MC Expire	Beg Meter	End Meter	Copies Used
3/6/19	2	2/20/19	2/19/20	91180	5686	

Plan	Manufacturer	Model	Serial No.	Allow Black Copies	Exc. Copies Chg	Unit Price	
1	KONICAMINOLTA	BHC558	A79K011010006	175,000	.007	\$1,225.00	
			Color copies	Allow Color Copies 6000	Exc. Copies Chg .0454	Unit Price 272.40	
<div>Exclusions Or Special Instructions:</div> <div>INCLUDED ALL PARTS AND LABOR, EXCLUDING DAMAGES CAUSED BY MISUSE, ABUSE OR NEGLIGENCE. INCLUDES ALL CONSUMABLE SUPPLIES EXCLUDING PAPER. COLOR COPIES WILL BE BILLED AT THE END OF THE CONTRACT PERIOD.</div>		Accessories		Allow. Copies			
						Ex. Copies Charge Where Applicable	
						Subtotal	
				Total Tax			
				Invoice TTL		\$1,497.40	

Customer agrees to purchase and ICS agrees to provide maintenance service for the equipment identified above in accordance with the terms and conditions of this

Customer agrees to purchase and ICS agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this contract. No terms or conditions, expressed or implied, are authorized unless they appear on original of this contract, signed by the Customer and ICS manager.

THE ADDITIONAL TERMS AND CONDITIONS OF THE MAINTAINANCE AGREEMENT ARE INCORPATED IN AND MADE PART OF THIS CONTRACT, NO CHANGE, ALTERATION OR ADMENDMENT OF THE TERMS OR CONDITIONS OF THIS CONTRACT ARE AUTHORIZED OR EFFECTIVE UNLESS THEY HAVE BEEN AGREED TO IN WRITING BY AN OFFICER OF ICS. NO COURSE OF DEALING OR OTHER CONDUCT OR CUSTOM SHALL CONSTITUTE AN AMENDMENT TO THE TERMS HEREOF NOR ALTER OR VARY THE TERMS OF THIS CONTRACT.

THIS CONTRACT IS AUTOMATICALLY RENEWABLE UNLESS CANCELLED BY EITHER PARTY. THIS CONTRACT IS DUE AND PAYABLE PRIOR TO COVERAGE DATES.

☐ Yes, I have received a copy of the terms and conditions of this Maintenance Agreement.

ICS Representative Signature 	Customer Name GILA CO CLERK OF THE SUPERIOR COURT
Printed Signature Name ANN ARRELLIN	By: (Authorized Agent)  Date 4-2-19
Branch Office Address PO BOX 730	Printed Signature Name JAMES MENLOVE Title COUNTY MANAGER
City THATCHER	State AZ
Zip 85552	<input type="checkbox"/> I do not wish to purchase a Maintenance Agreement at this time.



## EXECUTIVE SUMMARY FORM

Contract Name: Continuum of Care Homeless Program Contract No.: 032019

Statement of Purpose and Need (3-5 Sentences) Alleviate Homelessness in Gila County.

Contract End Date: One year from signature

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$15,000.00

### Contract Information

Firm Name: Community Bridges, Inc.

Contact Person:   
Tauna Miner

Address: 1855 W. Baseline Rd. Ste 101

Phone No: 480-831-7566

City: Mesa State: AZ

Fax: \_\_\_\_\_ Email: dfry@cbridges.com

Housing/Community Services/HAP Gila  
Fund: Budgetary/Professional services Other

Type of Funds: ☐ Restricted  
☐ Grant  
☐ General Fund  
☐ Other

Fund Code: 2000.171.215.4210.99

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes:



**PROFESSIONAL SERVICE AGREEMENT NO. 032019**  
**COMMUNITY BRIDGES, INC.**  
**CONTINUUM OF CARE HOMELESS PROGRAM**

**THIS AGREEMENT**, made and entered into this 9<sup>th</sup> day of April, 2019, 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 coordination to a newly formed Board a Continuum of Care, to encompass all of 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***

Services to include, coordinate and provide oversight with the Local COC

Scope and process included in attachment “A”.

***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:

- \$25.00 per hour
- Not to exceed 20 hours a week

**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:** 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 to the extent caused 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

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

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

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

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

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

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

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed 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](mailto: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 – 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 by the County before the effective date of termination.

**ARTICLE 10 – 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 11 – PAYMENT:** Contractor shall be paid fees stated in Article 2 of this agreement, but in no event, shall payment exceed \$15,000.00 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: 4.9.19

**COMMUNITY BRIDGES, INC.**

  
Signature

DR FRANK SCARPATI  
Print Name



## **Scope of Work:**

**Provide coordination to a newly formed Board a Continuum of Care, to encompass all of Gila County. To include Multiple partners from Law enforcement, Superior Court, Probation, multiple behavioral health agencies, business community, municipalities, faith-based and social service agencies in addition to any additional partners that the Board.**

**This Board will focus on and be a Homeless Task Force, to alleviate homelessness in Gila County. The Board will prioritize, coordinate services and track homeless individuals and families in Gila County. In addition, this Board will produce a strategic plan that will help bring additional services into our county. Continuum of Care Board homeless program -COC to end homelessness in the community. Services to include, coordinate and provide oversight with the Local COC.**

**These services will be paid to Community Bridges Inc., at \$25.00 an hour and not to exceed 20 hours a week.**

**AGREEMENT**  
**Between**  
**MERCY CARE and GILA COUNTY on behalf of the PROBATION DEPARTMENT**

This Agreement is entered into pursuant to section 5.4.8 of the Arizona Health Care Cost Containment System "AHCCCS" Contract YH19-0001, between **MERCY CARE** herein referred to as "Mercy Care" and **GILA COUNTY on behalf of the PROBATION DEPARTMENT** herein referenced to as "Gila County".

Mercy Care and Gila County desire to enter into an Agreement to establish a collaborative protocol for effective communication, coordination and continuity of care for adults and children eligible for services provided by Mercy Care who are under supervision of Probation.

- 1 **Purpose of Agreement.** The purpose of this Agreement is to establish a collaborative protocol, as described in Attachment A, for effective communication, coordination and continuity of care as outlined in AMPM Policy 1020 and 1050, for adults and children eligible for services provided by Mercy Care under supervision of Probation. This Agreement shall in no way change, modify, or amend the contract between AHCCCS and Mercy Care and does not create liability from one party to the other by a party's failure to comply with the protocol. Should any information within this Agreement conflict with any terms or conditions within the AHCCCS contract, the AHCCCS contract shall prevail.

**2 Special Terms and Conditions**

- 2.1 **Term of Agreement.** This Agreement shall begin when all signatures are affixed and fully executed by both parties and shall terminate a year thereafter unless otherwise terminated or amended as provided herein. By mutual written amendment executed by the parties' authorized representatives, this Agreement may be extended for supplemental periods of 12 months, up to maximum of 48 months.
- 2.2 **Termination.** This Agreement may be terminated by either party with prior written notice to the other party. Such Notice of Termination shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.
- 2.3 **Agreement Changes.** Any changes or amendments to this Agreement shall be effective only if made in writing and signed by both parties. All such changes or amendments shall be handled by formal amendment and approved by a Gila County authorized representative, the Gila County Procurement Department, and Mercy Care.
- 2.4 **Mercy Care and Gila County's Responsibility.** Mercy Care and Gila County shall cooperate hereunder in a professional manner that conforms to all local, state and federal codes, rules and within the standard of practice for the scope of each of the parties' responsibilities. Mercy Care and Gila County shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under of this Agreement.
- 2.5 **Notices.** All notices under this Agreement given by either party to the other shall be in writing and shall be delivered in person or sent by U.S. Postal Service, postage prepaid and addressed to the following individuals:

## **GILA COUNTY PROBATION DEPARTMENT**

Attn: Steven Lessard  
Title: Chief Probation Officer  
Address: 1400 E. Ash St.  
City, State Zip: Globe, AZ 85501  
Phone: (928)425-7971  
Email: stlessard@courts.az.gov

## **Mercy Care**

Attn: Paula Krasselt  
Title: Justice Liaison  
Address:  
City, State Zip:  
Phone: (480)215-8722  
Email: krasselt@mercymaricopa.org

### **2.6 Confidentiality of Records**

- 2.6.1 Each party agrees that it will abide by this Agreement and Administrative Orders that permit the sharing of written, verbal and electronic information, and will comply with all applicable Administrative Orders, State and federal law, rules or regulations, as amended from time-to-time, including but not limited to Health Insurance Portability and Accountability Act (HIPAA) requirements that permit the sharing of written, verbal and electronic information (as of the effective date of those regulations), and 42 CFR Part 2 relative to alcohol and substance abuse treatment. Mercy Care shall establish and maintain procedures and controls, that are acceptable to Gila County for the purpose of assuring that no personal health information contained in its records or obtained from Probation or from others in carrying out its functions under the Agreement shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement between Mercy Care and AHCCCS. Third Parties requesting information held by Probation should be referred to Probation. Mercy Care also agrees that any information pertaining to individual persons shall not be divulged other than to employees, officers, agents or subcontractors of Mercy Care to carry out Mercy Care performance under its AHCCCS contract, or as required by law or by Mercy Care government regulators or as needed for the performance of duties under the Agreement, unless otherwise agreed to in writing by Gila County.
- 2.6.2 Information pertaining to substance abuse will only be shared upon obtaining a release of information from the individual.

### **2.7 Assignment and Delegation**

- 2.7.1 Neither party may assign any rights hereunder without the express, written, prior consent of both parties, which shall not be unreasonably withheld or delayed. No consent shall be required where there is an assignment of the AHCCCS contract by AHCCCS to an affiliated entity of Mercy Care.

## 2.8 Indemnification

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

## 2.9 Immigration Law Compliance Warranty

2.9.1 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.

## 2.10 Cancellation for Conflict of Interest

2.10.1 This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same as if fully set forth in this Agreement.

2.11 Entire Agreement

2.11.1 This Agreement contains the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein, any amendment or modification of this Agreement.

IN WITNESS WHEREOF, the parties hereto agree to the terms of this Agreement.

**MERCY CARE**



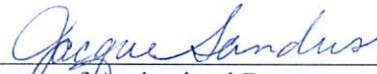
\_\_\_\_\_  
Signature of Authorized Representative

Name:

Title: Chief Executive Officer

Date: 4/3/19

**GILA COUNTY**



\_\_\_\_\_  
Signature of Authorized Representative

*For:*

Name: James Menlove

Title: County Manager

Date: 4-15-19

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Larry Bottrill, President & CEO

Typed Name and Title of Authorized Representative

LMH

Signature of Authorized Representative

☐ I am unable to certify the above statements. My explanation is attached

*ms*

## EXECUTIVE SUMMARY FORM

Contract Name: HIV Care and Services Contract No.: 040919-1

Statement of Purpose and Need (3-5 Sentences) Contractor will provide group and individual counseling services for Navajo and Apache County

Contract End Date: 04-01-19 to 03-31-20  
Option to renew \_\_\_\_\_

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$11,000.00

### Contract Information

Firm Name: Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C Contact Person: Barbara Stone

Address: P.O. Box 757 Phone No: 928-424-3202

City: Lakeside State: AZ Fax: \_\_\_\_\_ Email: barbarafnpc@cabelone.net

Fund: HIV Consortium 93.917/Health/Professional services Psychological services

Fund Code: 2530.404.4210.51

Type of Funds: ☐ Restricted  
☐ Grant  
☐ General Fund  
☐ Other

Special Notes:

## PROFESSIONAL SERVICES AGREEMENT 040919-1

### HIV Care and Services

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of April, 2019, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and **Barbara Stone, MSW, BSN, RN, FNP-C, PMHNP-C**, of the Town of Lakeside, County of Navajo, State of Arizona, hereinafter designated the Subcontractor.

**WITNESSETH:** That the Subcontractor, for and in consideration of the sum to be paid him/her by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The subcontractor shall provide services for the Gila County Health Department in support of the missions of the Ryan White Part B Program and the HIV Care and Service Program at the Gila County Health Department.

**Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department**  
The subcontractor shall assist in the fulfillment of the Counties contract with the Arizona Department of Health Services for HIV Care and Services, *Contract No. ADHS18-193949*.

The subcontractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations, and agrees that they possess experience necessary to provide services under the Ryan White Part B Program. If at any time during the term of the contract the subcontractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

#### ***Duties/Responsibilities***

The subcontractor shall support the missions of the Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department in providing mental health care. The subcontractor agrees to be part of the treatment network for people who do not have the ability to pay for annual checkups, labs, and long-term treatment. The subcontractor will provide specialty care to underserved people in communities whom we serve according to the Arizona Department of Health and Human Services (AHDS) guide lines and the most up-to-date standards for HIV patient care.

1. Provide the County Health Department a copy of their current certifications and licensure requirements necessary to fulfill their responsibilities.
2. Notify the Ryan White Program Coordinator when a client has come for an appointment for the purposes of reporting client encounters.
3. Assess and treat behavioral health issues, particularly those associated with an HIV diagnosis. These health issues include, but are not limited to the following:
  - Depression
  - Anxiety
  - Grief
  - Guilt
  - Fatigue



- Isolation
  - Fear and Abandonment
  - Resentment and Anger
  - Sleep/Appetite changes
4. Provide counseling to patients and their partners related to general living with HIV, relationships, substance abuse, and preventing HIV transmission.
  5. Consider potential reactions with HIV medications when prescribing additional drugs and help evaluate and monitor medication adherence.
  6. Work with clients' case managers, primary care providers, and HIV care providers to coordinate comprehensive care.

## **GENERAL SCOPE**

### ***Reports and Records***

The record on a client shall be retained in the County Health Department office.

The subcontractor is familiar with all record-retention and confidentiality requirements set forth in the ADHS contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.

### ***Non-Assignment***

The subcontractor shall not assign any right or interest in this agreement without the Health Department Director's prior written approval, nor shall the subcontractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the Director's prior written approval shall be void.

### ***Independent Contractor***

In providing services hereunder, the subcontractor 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 subcontractor.

**ARTICLE II – FEES:** As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the subcontractor fees from the Ryan White Part B Program at the AHCCCS Allowable Rates for services pursuant to <http://www.azahcccs.gov/commercial/ProviderBilling/rates/rates.aspx>. Bills for services to Ryan White services must be received within thirty days (30) days of the billable services to:

Ryan White Part B Program  
Malinda Benedetto  
5515 S. Apache Avenue, Suite 100  
Globe, AZ 85501

**ARTICLE III – 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 notice to terminate plus thirty (30) days, and not work completed thereafter. The Subcontractor shall send the written notice to the following address:

Ryan White Part B Program  
Malinda Benedetto  
5515 S. Apache Avenue, Suite 100  
Globe, AZ 85501

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

**ARTICLE V – INSURANCE REQUIREMENTS:** The subcontractor shall maintain in force during the term of this agreement, at the subcontractor's expense, professional liability insurance, in the amount of no less than \$1,000,000.00 per occurrence and such other insurance as the County Risk Manager may reasonably require. The subcontractor shall provide Gila County with certificates of insurance evidencing all required policies and shall notify the County of any cancellation or decrease in the amount of coverage at least thirty (30) days before the effective date of such cancellation or decrease.

**ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS:** No rights or obligations of the subcontractor under this agreement shall be assigned. No rights or obligations of the subcontractor under this agreement shall be subcontracted by the subcontractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County and shall retain originals on file.

**ARTICLE VII – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program.



If Contractor 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. Contractor 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). The County retains the legal right to inspect the papers of the Contractor and its subcontractors engaged in performance of this Agreement to ensure that the Contractor 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.

**ARTICLE VIII – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Subcontractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the subcontractor. The subcontractor 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 IX – 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 X – TERM:** The term of the contract shall commence on April 1, 2019 and continue in full force and effect up through and including March 31, 2020, unless terminated, canceled or extended as otherwise provided herein. The subcontractor agrees that Gila County shall have the right, at its sole option, to renew the contract for five additional one-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 XI – PAYMENT:** Subcontractor shall be paid pursuant to Article II of this agreement, but in no event shall payment exceed \$11,000.00 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 County receives the invoice from the subcontractor. Purchase orders sent to the subcontractor reflect these terms and conditions and they apply to all invoices received by the County.

The subcontractor 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 Subcontractor does not have a current W-9.

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 MANAGER

*For* *James Menlove*  
James Menlove

SUBCONTRACTOR

*Barbara Stone* *NP-C*  
Barbara Stone, MSW, BSN, RN, FNP-C, PMHNP-C  
Barbara Stone  
Print Name

## EXECUTIVE SUMMARY FORM

Contract Name: Weed Control – Copper Region Contract No.: 032718

Statement of Purpose and Need (3-5 Sentences) Amendment No. 1 will allow for Gila County to extend the term of the contract from May 15, 2019 to May 14, 2020. Bi-annual herbicide applications are needed at six (6) locations in the Southern Region.

Contract End Date: 05-15-19 to 05-14-20

Renewal Option: ☒ Yes  
☐ No

Maximum Dollar Limit: \$10,800.00

### Contract Information

Firm Name: Superior Environmental Solutions, Inc. Contact Person: Mario Sanchez

Address: 331 W. Palo Verde Drive Phone No: 520-827-0067

City: Superior State: AZ Fax: \_\_\_\_\_ Email: Superiorenvironmental@gmail.com

Fund: Facilities Management/Public  
Works/Buildings/Land/Non-specified/Repair and  
maintenance Noxious weed control

Fund Code: 6880.341.102.000.4300.83

Type of Funds: ☐ Restricted

☐ Grant

☐ General Fund

☐ Other

Date Sent for Legal Review: \_\_\_\_\_

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

Special Notes & Quote Tabulations:



**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 032718**

*The following amendments are hereby incorporated into the agreement for the below project*

**WEED CONTROL-COPPER REGION**

**FACILITIES MANAGEMENT**

**Effective** April 20, 2018, Gila County and Superior Environmental Solutions, Inc. entered into a contract whereby Superior Environmental Solutions, Inc. would provide Weed Control-Copper Region.

**Service Agreement No. 032718** will expire on May 15, 2019. **Per Article 15-Term**, Gila County shall have the right, at its sole option, to renew the contract for two additional one-year periods.

**AMENDMENT NO. 1 to Service Agreement No. 032718**, will allow for Gila County to exercise the option to renew the term of the Agreement for a one-year period, from May 15, 2019 to May 14, 2020, for a contract amount not to exceed Ten Thousand Eight Hundred dollars and 00/100's (\$10,800.00) without prior written approval from the County.

**Additionally, Amendment No. 1** will serve to remove from the contract the language "**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."

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the May 15, 2019 to May 14, 2020 renewal period.


**IN WITNESS WHEREOF**, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 21 day of April, 2019.

**GILA COUNTY:**

  
James Menlove, County Manager

Date: 4-21-19

**SUPERIOR ENVIRONMENTAL SOLUTIONS, INC.**

  
Signature

Mario Sanchez  
Print Name

UNITED STATES DEPARTMENT OF AGRICULTURE  
BUREAU OF PLANT INDUSTRY  
WASHINGTON, D. C.

WORLD OF ETHIOPIAN-CONGOLAN REGION

FACTORY AND LABOR

On the 15th of May 1931, the factory was closed for a period of 10 days, and the workers were paid for the time lost. The factory was closed for a period of 10 days, and the workers were paid for the time lost.

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## PROFESSIONAL SERVICES AGREEMENT 040919

### HIV Care and Services

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of April, 2019, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Lori Martinez, NPC, LPC, of the Town of Payson, County of Gila, State of Arizona, hereinafter designated the Subcontractor.

**WITNESSETH:** That the Subcontractor, for and in consideration of the sum to be paid him/her by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The subcontractor shall provide services for the Gila County Health Department in support of the missions of the Ryan White Part B Program and the HIV Care and Service Program at the Gila County Health Department.

**Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department**  
The subcontractor shall assist in the fulfillment of the Counties contract with the Arizona Department of Health Services for HIV Care and Services, *Contract No. ADHS18-193949*.

The subcontractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations, and agrees that they possess experience necessary to provide services under the Ryan White Part B Program. If at any time during the term of the contract the subcontractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

#### ***Duties/Responsibilities***

The subcontractor shall support the missions of the Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department in providing mental health care. The subcontractor agrees to be part of the treatment network for people who do not have the ability to pay for annual checkups, labs, and long-term treatment. The subcontractor will provide specialty care to underserved people in communities whom we serve according to the Arizona Department of Health and Human Services (AHDS) guide lines and the most up-to-date standards for HIV patient care.

1. Provide the County Health Department a copy of their current certifications and licensure requirements necessary to fulfill their responsibilities.
2. Notify the Ryan White Program Coordinator when a client has come for an appointment for the purposes of reporting client encounters.
3. Assess and treat behavioral health issues, particularly those associated with an HIV diagnosis. These health issues include, but are not limited to the following:
  - Depression
  - Anxiety
  - Grief
  - Guilt
  - Fatigue



- Isolation
  - Fear and Abandonment
  - Resentment and Anger
  - Sleep/Appetite changes
4. Provide counseling to patients and their partners related to general living with HIV, relationships, substance abuse, and preventing HIV transmission.
  5. Consider potential reactions with HIV medications when prescribing additional drugs and help evaluate and monitor medication adherence.
  6. Work with clients' case managers, primary care providers, and HIV care providers to coordinate comprehensive care.

## **GENERAL SCOPE**

### ***Reports and Records***

The record on a client shall be retained in the County Health Department office.

The subcontractor is familiar with all record-retention and confidentiality requirements set forth in the ADHS contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.

### ***Non-Assignment***

The subcontractor shall not assign any right or interest in this agreement without the Health Department Director's prior written approval, nor shall the subcontractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the Director's prior written approval shall be void.

### ***Independent Contractor***

In providing services hereunder, the subcontractor 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 subcontractor.

**ARTICLE II – FEES:** As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the subcontractor fees from the Ryan White Part B Program at the AHCCCS Allowable Rates for services pursuant to <http://www.azahcccs.gov/commercial/ProviderBilling/rates/rates.aspx>. Bills for services to Ryan White services must be received within thirty days (30) days of the billable services to:

Ryan White Part B Program  
Malinda Benedetto  
5515 S. Apache Avenue, Suite 100  
Globe, AZ 85501

**ARTICLE III – 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 notice to terminate plus thirty (30) days, and not work completed thereafter. The Subcontractor shall send the written notice to the following address:

Ryan White Part B Program  
Malinda Benedetto  
5515 S. Apache Avenue, Suite 100  
Globe, AZ 85501

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

**ARTICLE V – INSURANCE REQUIREMENTS:** The subcontractor shall maintain in force during the term of this agreement, at the subcontractor's expense, professional liability insurance, in the amount of no less than \$1,000,000.00 per occurrence and such other insurance as the County Risk Manager may reasonably require. The subcontractor shall provide Gila County with certificates of insurance evidencing all required policies and shall notify the County of any cancellation or decrease in the amount of coverage at least thirty (30) days before the effective date of such cancellation or decrease.

**ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS:** No rights or obligations of the subcontractor under this agreement shall be assigned. No rights or obligations of the subcontractor under this agreement shall be subcontracted by the subcontractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County and shall retain originals on file.

**ARTICLE VII – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program.

If Contractor 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. Contractor 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). The County retains the legal right to inspect the papers of the Contractor and its subcontractors engaged in performance of this Agreement to ensure that the Contractor 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.

**ARTICLE VIII – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Subcontractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the subcontractor. The subcontractor 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 IX – 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 X – TERM:** The term of the contract shall commence on April 1, 2019 and continue in full force and effect up through and including March 31, 2020, unless terminated, canceled or extended as otherwise provided herein. The subcontractor agrees that Gila County shall have the right, at its sole option, to renew the contract for five additional one-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 XI – PAYMENT:** Subcontractor shall be paid pursuant to Article II of this agreement, but in no event shall payment exceed \$4,000.00 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 County receives the invoice from the subcontractor. Purchase orders sent to the subcontractor reflect these terms and conditions and they apply to all invoices received by the County.

The subcontractor 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 Subcontractor does not have a current W-9.

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 MANAGER

For Jacque Sanders  
James Menlove

SUBCONTRACTOR

Lori Martinez  
Lori Martinez, NPC, LPC  
Ph.D., LPO, LISAC  
Lori Martinez  
Print Name



## **AMENDMENT NO. 5 TO PROFESSIONAL SERVICES CONTRACT NO 030714**

The following amendments are hereby incorporated into the contract documents for the below stated project:

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### **HIV CARE AND SERVICES**

#### **LABORATORY CORPORATION OF AMERICA**

Effective April 1, 2014, Gila County and Laboratory Corporation of America entered into a contract whereby Laboratory Corporation of America agreed to provide laboratory testing for HIV Care and Services.

**Amendment No. 1 to Professional Services Contract No. 030714**, was executed on April 01, 2015 to extend the term of the agreement for one (1) one (1) year term, from April 1, 2015 to March 31, 2016. **Additionally, Amendment No. 1** served to increase the contract amount by an additional Five Thousand dollars and 00/100's (\$5,000.00) for a new total contract amount of \$10,000.00.

**Amendment No. 2 to Professional Services Contract No. 030714** was executed on March 30, 2016 to allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 1, 2016 to March 31, 2017. **Additionally, Amendment No. 2** served to increase the original contract amount of \$5,000.00 by Two Thousand dollars and 00/100's (\$2,000.00) for a new amended contract amount of Seven Thousand dollars and 00/100's (\$7,000.00).

**Amendment No. 3 to Professional Services Contract No. 030714** was executed on March 16, 2017 to allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2017 to March 31, 2018.

**Amendment No. 4 to Professional Services Contract No. 030714** was executed on May 15, 2018 to allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2018 to March 31, 2019.

The contract expires March 31, 2019. Per page 5, Article X-Term, of the contract, Gila County has the right, at its sole option, to renew the contract for one additional one-year period.


**Amendment No. 5 to Professional Services Contract No. 030714** will allow for Gila County to exercise the option to renew the term of the agreement for one additional one-year term, from April 01, 2019 to March 31, 2020.

Contractor will continue to bill for services pursuant to Article XI – Payment, of the original contract, but in no event shall charges for the April 1, 2019 to March 31, 2020 extension exceed \$7,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the April 1, 2018 to March 31, 2019 term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 22<sup>nd</sup> day of April, 2019.

GILA COUNTY:

For   
James Menlove, County Manager

Date: April 22 2019

LABORATORY CORPORATION OF AMERICA

  
Signature

Scott Gillum, Controller / VP  
Print Name



## EXECUTIVE SUMMARY FORM

Contract Name: CDGB Project #4066 Contract No.: 042219

**Statement of Purpose and Need (3-5 Sentences)** The purpose of this CDGB project is, but not limited to, install new roof, box in eaves, encapsulate lead paint exterior walls, repair/replace electrical, repair foundation wall, replace interior door and remodel bathroom.

Contract End Date: 06-18-19

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$48,480.00

### Contract Information

Firm Name: Mountain Retreat Builders Contact Person: John Oddonetto

Address: 745 East Senita Drive Phone No: 928-606-4674

City: Globe State: AZ Fax: \_\_\_\_\_ Email: Johnnyrayo58@gmail.com

Fund: Housing Rehabilitation/Community Services/CDGB 123-18 14.228/Support and care of persons Rehab grants expense

Type of Funds: ☐ Restricted

☐ Grant

☐ General Fund

☐ Other

Fund Code: 2002.171.238.4320.72

### **Special Notes:**

Does not require CA approval. Language has previously been approved by Bryan Chambers.

**SERVICE AGREEMENT NO. 042219**

**CDBG #4066**

**COMMUNITY SERVICES-HOUSING**

**THIS AGREEMENT**, made and entered into this 22<sup>nd</sup> day of April, 2019, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 042219** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 042219** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 042219**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.



This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:

**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.**

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

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

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

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

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

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed 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 Street, Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto: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:** 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.

**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 signed by the County Manager and remains in effect through June 18, 2019.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of **\$48,480.00** for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

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

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

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

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

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


**IN WITNESS WHEREOF,** Service Agreement No. 042219 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**MOUNTAIN RETREAT BUILDERS, LLC**

*For*   
James Menlove, County Manager

Date: 4-22-2019

  
Signature  
John O'Donnell  
Print Name

Gila County Housing Services  
 5515 S. Apache St., Suite 200  
 Globe, AZ 85501  
 Main: (928) 425-7631  
 Fax: (928) 425-9468  
 Countywide T.D.D. (928) 425-0839



## Community Development Block Grant

# Scope of Work (GCV)

### Client Information

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State, Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Project I.D. \_\_\_\_\_  
 Household # 4066

### General Contractor Information

Company Name: Moran Fuel Refret Bul LLC  
 Company License # 8-170186  
 Company Contact: John Odometto

There will be a group walkthrough conducted for this project at the time scheduled in the "Call to Bid" email for all interested companies. On the day of the walkthrough all interested companies will meet at the project location. All bid submissions are due five (5) business days after the call to bid e-mail is sent.

In addition to 'Total Project Cost', all quotes must have breakouts to include individual line item amounts and a Manual-J report for HVAC equipment modeled from the proposed Scope of Work and existing structure characteristics for this quote to be accepted as an official bid. Any submitted bid without line item amounts and/or a Manual-J for HVAC measures will be considered an invalid bid submission by Gila County Housing Services.

*Please See option - Proposal also submitted*

Project Total Bid: \$ 48,480<sup>00</sup>

Company Representative: \_\_\_\_\_

John Odometto  
 (Signature)  
John Odometto  
 (Print Name)

Title: \_\_\_\_\_

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

Owner

4-18-19



## Project Requirements

### Safe Work Practices

(SWS 2.0100.1, 2.0100.2)

All safe work practices must be followed always during the work process of the project. All demolished materials and debris must be cleaned up and removed from around the property every work day. All material and debris which is left on the property overnight on any workday may incur a financial penalty of \$100.00 charged to the awarded contractor. Any unpaid financial penalties at the end of the project may cause a delay in final payment until the payment is received.

### Performance

It is the awarded contractor's responsibility to strictly follow all local and federal codes which applies to each individual construction discipline found within the details of this Scope of Work. It is mandatory that the awarded contractor and each sub-contractor must follow all regulated building codes throughout the entire construction retro-fit process including but not limited to IBC, IMC, ASHRAE, IAPMO, NEC, NFPA 70, Manufacturer Instructions, and any other set of building regulations which may govern over the construction industry that applies to any specific line item found on this Scope of Work.

Each individual cost associated with every detailed line found on this Scope of Work must include all necessary parts, materials, fasteners, sealant, labor, freight, and taxes for a complete and functional system. Incidental items not mentioned, listed, or specifically called out for in the associated line details, for any measure of improvement within this contract, which can be reasonably and legitimately inferred to as belonging to the work described or to be necessary to meet any code or regulation, must be included in the cost to provide a complete working system or building assembly and must be furnished and properly installed as though it was specifically called out in every detail, in its entirety. It is the awarded contractor's responsibility and the responsibility of any sub-contractor which the awarded contractor chooses to employ, to possess the necessary knowledge and skills to perform their proclaimed construction discipline with a reasonable level of proficiency.

### Standard Work Specifications (sws)

All SWS guidelines are required to be followed always throughout the entire project. There is an online tool which can be found at <https://sws.nrel.gov> which is an interactive site that gives all definitions of work procedures as required by the Department of Energy. These specifications are required to be strictly observed for all WAP, CBDG, Gila County funded projects. Any measure of improvement detailed within this Scope of Work which is found to not follow the associated SWS will be considered an improper installation and the awarded contractor will be required to rework the measure at the contractor's expense in its entirety. If you have any questions or problems navigating this website, please contact the General Contractor for assistance.

### Critical Details

The "Home Performance Critical Details" are to be followed for all measures which it applies to. "Home Performance Critical Details" can be found at <https://swbdc.org>. This website has very important information about Weatherization's best practices and other extremely helpful information which is required to be followed to meet Gila County requirements. Please contact the General Contractor with any questions on this matter.

### Standards for Weatherization Materials

It is a requirement for the WAP and Department of Energy to only utilize the approved materials for all projects funded by the Department of Energy. The listing of the required materials can be found at <https://ecfr.gov>.

- Use the drop-down menu in the middle of the page and find 'Title 10 – Energy' then click 'GO'.
- At this point you must find 'Volume 3, Chapter II, 200-499' in the chart. Click on the blue link '200-499'.
- Scroll down until you find 'Part 440 – Weatherization Assistance for Low Income Persons'; click the blue link in the left column '440'. This is found in the 'Subchapter D – Energy Conservation' section of this directory.
- This will bring up the last directory where you will find the 'Appendix A to Part 440 – Standards for Weatherization Materials'. It is blue and found at the bottom of the listing. Click on this link.

This entire document defines the accepted materials which are required to be used on all WAP, CBDG, and Gila County funded projects. Please contact the General Contractor if you have any questions or problems navigating to this document.

### Permit & City Inspection

All Weatherization & Rehabilitation projects will have a permit pulled and will be inspected by the corresponding city or county building inspector prior to scheduling the final energy audit. Gila County will be purchasing the permit which will be waiting at the local permit office for the awarded contractor to sign and pick up prior to work starting. Any code violation found by the inspector at their final will need to be addressed by the awarded. Gila county will be responsible for purchasing the permit and the first inspection, any additional inspections (because of a code violation) will be at the awarded contractor's expense and responsibility to schedule. A copy of the permit must be posted on the inside of a window located at the front of the home. A passing final inspection report from the building inspector must be provided to the Housing Project Administrator to schedule for a final inspection and energy audit by the Housing Project Administrator.



**Install New Roof (P)**

Properly remove and dispose of the existing roof materials (tear off) and install new 30-year architectural roofing shingles. Quote must include but not limited to all underlayment, drip edge, rain gutters, flashings, fasteners, and sealant. Add interior supports to attic rafters to repair the existing roof sag found across the peak and to properly support the new roof installation. Work with homeowner to choose the color of the new shingles (recommended to offer only light colors). Contact the HPA if there is any roof decking which needs to be replaced prior to replacement to submit for a change order for the decking needed.

**NOTE:** It will be the contractor's responsibility to determine how to stabilize the existing roofing members with added supports which will allow the weight of the new roof to be supported and stop the sag seen in the peak.

Cost: \$ 8,000<sup>00</sup>

**Box in Eaves**

Properly repair and box in all eaves and overhangs around the home utilizing an appropriate material and fastening hardware. This includes under porch roofs as necessary. It is acceptable to use a pre-fab material for this measure which the homeowner accepts. Provide the homeowner 2-3 assorted styles to choose from.

**NOTE:** All exposed surfaces after completion will be painted the same color as the exterior wall surface color.

Cost: \$ 6,000<sup>00</sup>

**Encapsulate Lead Painted Exterior Walls**

Per HUD Lead Safe Housing requirements, wet scrape peeling and loose paint, encapsulate all the walls, window sills, door jams, trim boards, and any other exterior surface. Paint surface with an approved lead barrier compound after which it will be necessary to paint the surfaces with regular exterior paint with a trim color and surface color chosen by the homeowner. Color choices for exterior must be light in color and not in contrast with surrounding homes.

All repairs per HUD Lead Safe Housing requirements with debris disposal per EPA requirements. Submit disposal manifest with final invoice as required. Please refer to the Lead Inspection Report for further information on lead-based paint test results and locations.

All repairs are to comply with local codes and performance manual guidelines. Install all new materials as per manufacture's recommendations with inspections and permits when applicable.

**NOTE:** All exterior walls will be painted the same color and all trim will be painted with the same accent color. This structure must be painted with PFS material over 100% of the exterior surfaces. Utilize all necessary drop cloths for needed protection to prevent paint contamination on non-painted surfaces. Any paint contamination must be repaired back to new condition at contractor's expense. Refer to the Lead Risk Report for detailed locations of positive test results.

# 7,480<sup>00</sup>  
Cost: \$ 8,000<sup>00</sup>

**Inspect, Repair & Replace Electrical (P)**

Trace and inspect all electrical throughout the home, repair and replace all improper electrical wiring and connections to code. Inspection of the existing wiring must include improper wire sizing, improper splicing, improper grounding, etc. Replace any missing wall plates, install GFCIs in all wet areas, replace any missing J-box covers throughout home. This electrical inspection must also include the proper labeling of all breakers including the breakers in any existing sub-panels. There must be an Electrical report submitted with the final paperwork certifying all the electrical in safe working order. This measure may be subject to a phase inspection with the permit department.

**NOTE:** A report that electrical is in safe working order from the building inspector. Replace fuse box with new service 200 amp. Take out fuse box in downstairs bedroom and run electrical into new service box. Run wiring downstairs in conduit.

Cost: \$ 10,500



**Repair Foundation Wall**

Properly identify and seal the violation in the foundation wall which is allowing water to infiltrate into the home. Once the leaks are identified make the necessary repairs for the type of surface which is leaking.

Cost: \$ 8,000<sup>00</sup>

**Replace Interior Door**

Safely remove and replace 1 interior door which joins Bedroom 1 and Bedroom 2. The existing door is painted blue and has tested positive for lead must be replaced with a new interior door to match the other interior doors found in the home. Replace bathroom door and downstairs door leading to outside.

Cost: \$ 500<sup>00</sup>

**Remodel Bathroom (P)**

Safely remove and dispose of the existing bathtub and enclosure, remove the existing toilet, sink/ vanity, existing mirror/medicine cabinet and existing flooring. Work with homeowner to choose from a couple assorted styles of vanities, medicine cabinets/mirrors, 3ft x 3ft shower base styles, toilet styles, bathroom storage cabinet styles, flooring styles and properly install all items in the existing bathroom. This installation must include installing a new bathroom light bar with LED lights, new medicine cabinet/mirror, a bathroom vent to vent out of the ceiling and replacing the flooring.

NOTE: The existing shower enclosure is missing some wall board and must be replaced. Repair all damaged or missing structural members of bathroom and all shower board prior to installing the shower enclosure. Properly seal all seams and surface joints upon completion.

Cost: \$ 6,000<sup>00</sup>

## EXECUTIVE SUMMARY FORM

Contract Name: Evaporative Cooler Replacement Contract No.: 041719

Statement of Purpose and Need (3-5 Sentences) Evaporative cooler replacement on the shop's buildings, 1902 and 1903 at the Star Valley facility.

Contract End Date: 06-15-19

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$8,087.00

### Contract Information

Firm Name: Airzona ~~Arizona~~ Cooling and Heating Doctors, LLC Contact Person: Shawn Romero

Address: 1000 N. Beeline Hwy, #167 Phone No: 602-481-2854

City: Payson State: AZ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Fund: Public Works/PW/Auto/Equipment  
Maintenance/Non-specified/Repair and  
maintenance supplies HVAC

Fund Code: 6500.341.527.000.4130.55

Type of Funds: ☐ Restricted

☐ Grant

☐ General Fund

☐ Other

Special Notes:

**SERVICE AGREEMENT NO. 041719**  
**EVAPORATIVE COOLER REPLACEMENT**  
**PUBLIC WORKS**

**THIS AGREEMENT**, made and entered into this 23<sup>rd</sup> day of April, 2019, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Airzona Cooling And Heating Doctors, LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 041719** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 041719** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 041719**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:



The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

4. Professional Liability (Errors and Omissions Liability)

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

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed 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](mailto: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 – 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.

**ARTICLE 6 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.



Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect through June 15, 2019.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$8,087.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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



**IN WITNESS WHEREOF**, Service Agreement No. 041719 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

ARIZONA COOLING AND HEATING DOCTORS, LLC

  
James Menlove, County Manager

  
Signature

Date: 4-23-19

Shawn Romero  
Print Name

Airzona Cooling and Heating Doctors, LLC

1000 north Beeline Highway #167

Payson, Arizona 85541

602-481-2854

Shawnromero@hotmail.com

ROC 321574,

(Dual License for Commercial and Residential)

Quote for Gila County Star Valley Yard

120 volt, 5500 cfm for each Evaporative Coolers

6 Evaporator Coolers, with all materials, labor, lift, and taxes included in total pricing.

Total pricing **\$8,087.00**

**ARF-5438**

**Work Session Item 7. A.**

**Regular BOS Meeting**

Meeting Date: 05/21/2019

Submitted For: Woody Cline, Member, Board of Supervisors

Submitted By: Cathy Melvin, Executive Assistant

Department: Board of Supervisors-District 3

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Information

Request/Subject

Discussion regarding the acquisition of the Pleasant Valley United States Forest Service (USFS) Administrative Site in Young, Arizona. For well over a year, Supervisor Cline has been working with the USFS and Representative Paul Gosar's Office to obtain ownership of the Pleasant Valley Administrative Site in Young, Arizona that will soon be abandoned by the USFS.

Background Information

Representative Paul Gosar suggested to Supervisor Cline in a meeting in March 2018, that he should work to find a way to re-purpose the site to benefit veterans. Since that time staff has researched various veterans groups and has been working with a consultant to assist in reaching out to various groups. Most recently, a group from Tucson (American Patriot Memorial) has indicated an interest in establishing a Gold Star Family Retreat on the site.

Evaluation

It would be advantageous for the Board of Supervisors and the public to be provided information on this status of this endeavor.

Conclusion

Supervisor Cline wishes to update the other Board members and discuss the possible re-use of the facility, once acquired.

Recommendation

N/A

Suggested Motion

Information/Discussion regarding the acquisition of the Pleasant Valley  
United States Forest Service Administrative Site in Young, Arizona.  
**(Woody Cline)**

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Attachments

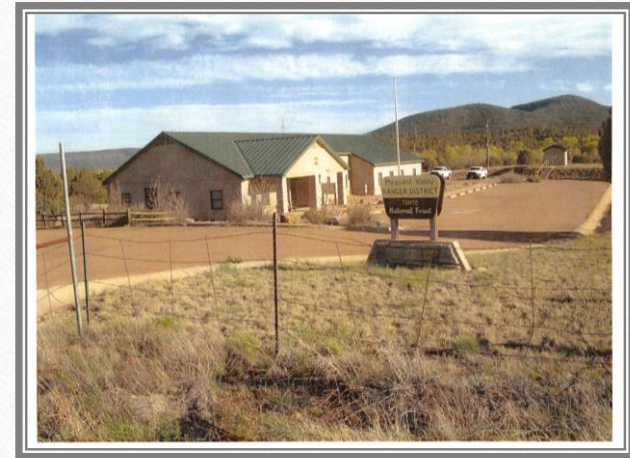
Board Presentation

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# Pleasant Valley Ranger District Acquisition Update

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## Site Description

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- 6,000 square foot administration building
- Large building that contains 3 engine bays, several offices, common area, 2 bathrooms, several shower stalls
  - Helicopter pad
- Fuel tanks for engines/vehicles (both diesel and gas)
  - 4 residences
- Two barracks that contain 10 bedrooms each, kitchen and bath areas
- Administrative site covers over 90 acres









# Economic Impact to Young

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In 2016 the Tonto National Forest began to move employees located in Young to the Payson Ranger District leaving the PV facility nearly vacant

At one time, the site had over 60 employees including a Hot Shot Crew during fire season

The loss of those jobs had a ripple effect in the community that included local businesses and the school district

# Informal Discussions

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Began informal discussions in 2017 with local Forest Service officials and citizens of Young

Discussions centered around an assisted living facility

Funding and “numbers” led to the realization that this would not be a feasible reuse of the facility

March  
2018

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Put together packets with pictures and property description and took them along to NACO Legislative Conference in Washington, DC;

---

Packets delivered to FS Chief Tony Tooke, Rep. O'Halleran and Rep. Gosar;

---

Rep. Gosar suggested that a good reuse of the site would be for a veteran's facility/retreat.



# September 2018

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Returned to Washington, DC with information packets and met with new FS Chief Vicky Christensen and Assistant Chief Chris French;

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Both indicated support and no objections;

---

Met with Rep. Gosar and his Legislative Director to discuss the project again and they asked that we submit a Request for Transfer of Property that they could include in a legislative proposal that included other land exchange requests;

---

Gila County submitted the request in September; however, it did not make it into the bill.

# 2018 Continued

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Hired Palmer Miller (well known veterans advocate and former staff person to Ann Kirkpatrick & Tom O'Halleran) to assist in outreach activities with congressional staffers and veterans groups;

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Palmer has attended numerous meetings and events to garner interest and support for our efforts regarding the acquisition of the PV Admin Site;

---

District III staff continued outreach including a conference call with Assistant FS Chief Chris French and Gosar's office.

March  
2019

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Back to Washington, DC!

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Met with Gosar's Legislative Director and he assured us that this was a priority of their office this legislative session;

---

Also met with Veteran's Administration staff/very interested and suggested we tie in rural vet services ;

---

Met again with FS staff in the Lands and Realty Management Department to discuss acquisition;

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They advised that requesting without "consideration" is not normally done; however, we are not deterred!

# Where Are We Now?

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FS suggests a long term Lease/Own option;

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Gila County is seeking at least a short term “maintenance lease”;

---

American Patriot Memorial group suggests the first ever “Gold Star Mothers” retreat facility;

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June 1 event in Young to tour the facility and hold a Community Meeting for Young residents to provide input.



*Thanking the many men and women that have served our great country.*

Gila County plans to repurpose and develop this facility into a retreat for veterans and their families, which would provide a peaceful respite for those suffering from disabilities such as PTSD. The opportunities for various veteran related treatment programs makes this site very unique. This would also be an economic stimulus for this small community which makes this not just a good idea but a **GREAT IDEA!**

*Your support is appreciated, stand with us!*









# NOT THE END!!

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- Please share your thoughts and ideas

**ARF-5446**

**Work Session Item 7. B.**

**Regular BOS Meeting**

Meeting Date: 05/21/2019

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

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Information

Request/Subject

Countywide goals for the Gila County Strategic Plan.

Background Information

The Board of Supervisors adopted a Strategic Plan on April 27, 2010, which included a mission statement, value statements and goals. In March 2011, the leadership team, comprised of County management, department directors and elected officials, underwent another strategic planning process. The output of this effort was the development of a 5-year strategic plan and the creation of a new mission statement and value statements. Since the creation of this strategic plan, many of the items identified through this planning effort have been accomplished. The new strategic planning team consists of employees from all levels of the County. The team was commissioned with the opportunity to develop County values, vision and mission statements through this collaborative process, then develop the strategic plan and guiding principles. As part of this collaborative process, the Board adopted the Vision, Mission and Values at its April 2, 2019 Regular Meeting. The strategic planning team is now bringing forward the Countywide goals for the Board's review and feedback. The strategic planning team will be asking the Board to approve the Countywide goals at a future Board meeting.

Evaluation

Draft Countywide goals have been prepared by the strategic planning team for the Board's review and consideration of adoption at a future Board meeting.

Conclusion

Draft Countywide goals as prepared by the collaborative strategic planning team are being presented to the Board for review. If the Board agrees with the Countywide goals, the strategic planning team requests that the Board adopt them at a future Board meeting.

#### Recommendation

It is recommended that the Board receive an update on the recent activities of the strategic planning team and consider adopting new Countywide goals as prepared by the strategic planning team.

#### Suggested Motion

Information/Discussion regarding a Strategic Plan update and presentation of new Countywide goals. **(Mary Springer)**

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#### Attachments

Strategic Planning Presentation

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# GILA COUNTY'S STRATEGIC PLAN



*Moving Forward, A Roadmap for Future Success*





# VALUES, VISION AND MISSION

## VALUES

- Accountable
- Integrity
- Innovation
- Respectful
- Safety
- Teamwork

## VISION

Gila County, the heart of Arizona: preserving our past and enriching our communities for future generations

## MISSION

Gila County provides responsible resource management to positively impact recreation, safety, education and economic growth. As a team we are dedicated to serving the public with integrity, respect and accountability





## ***OUR FOCUS AREAS ENCOMPASS INTERNAL AND EXTERNAL INITIATIVES TO SUPPORT GILA COUNTY'S VISION AND MISSION***

### **Responsible Resource Management**

Effectively managing resources including workforce, property, equipment, and funds determined to be in the best interest of the communities we serve.

### **Robust Communication**

Use the most appropriate method to deliver effective communication.

### **Workforce Development**

Encourage continued opportunities for education, training and experience to retain and attract quality employees.

### **Safety**

Promote safety in our workplaces, recreation areas, and communities through awareness, education and enforcement.

### **Economic Development**

Create a thriving environment where people want to live, work and play.

# COUNTYWIDE GOALS

## VISION

## MISSION

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### Responsible Resource Management

Integrate cost improvement measures through short and long-term financial planning to maximize appropriate use of funds.

Improve, upgrade, and maintain facilities, network/technology, infrastructure and natural resources to ensure employee/public safety, continuity in business operations, and enjoyment of life.

### Robust Communication

Share accurate, consistent, and timely information that promotes meaningful communication

Maximize personal, social, print, and broadcast media to successfully and accurately inform, educate and unify Gila County

### Workforce Development

Gila County will recruit and retain quality employees by offering a professional, diverse and desirable work environment

Build a qualified workforces through education, training and collaborative partnerships that support current and future business needs

### Safety

Provide a safe environment for residents and employees through training and education

Develop plans that support County operations and residents during an event or emergency

### Economic Development

Develop and strengthen government and community partnerships to support existing and new business development and community well-being.

Promote interdepartmental collaboration for efficiencies that improve business processes.

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Performance Measures

#### Department Goals

Dept. Goal #1

Dept. Goal #2

#### Department Goals

Dept. Goal #1

Dept. Goal #2

#### Department Goals

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Dept. Goal #2

#### Department Goals

Dept. Goal #1

Dept. Goal #2

#### Department Goals

Dept. Goal #1

Dept. Goal #2

Performance Measures

Performance Management

Employee Goals

Performance Management





# LEADERSHIP SUPPORT

- County Survey
  - <https://www.surveymonkey.com/r/2NHTJC2>
- On-going face-to-face meetings with each Office and Department
- Marketing plan for continued communication and feedback
- Incorporate Countywide goals into Elected Offices and Departmental goals