

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

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**GILA COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING - TUESDAY, OCTOBER 28, 2014 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
  - A. Presentation by Andy Smith, Central Arizona Governments' (CAG) Transportation Planning Manager, regarding CAG's Regional Transportation Plan.
3. **PUBLIC HEARINGS:**
  - A. Information/Discussion/Action to adopt Resolution No. 14-10-02 to name a previously unnamed section of road in Globe as W. Raven Ridge Road.  
**(Steve Stratton)**
4. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action to adopt Resolution No. 14-10-03 to extinguish a portion of the Hash Knife Road easement in the Tierra Madre Subdivision, Official Map No. 550, Gila County Records, Gila County, AZ.  
**(Steve Sanders)**
  - B. Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 101314 for the purchase of up to five, new all wheel drive utility police interceptors or equal for the Gila County Sheriff's Office.  
**(Jeff Hessenius and Steve Stratton)**
  - C. Information/Discussion/Action to approve Intergovernmental Agreement No. 100914 between Gila County and the Gila County Community College District for the County to provide \$250,000 in four quarterly payments to the College for utility expenses and repair and maintenance of the facilities and real property at its Globe and Payson campuses commencing July 1, 2014, and ending June 30, 2015. **(Don McDaniel)**
5. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

- A. Approval of Amendment No. 13 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center, to increase the contract from \$134,400.01 to \$144,400.01, a total increase of \$10,000.
- B. Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract No. ADHS14-053062) between the Health and Emergency Services Division and the Arizona Department of Health Services in the amount of \$317,625.00 to allow for the continued provision of nutrition education program services to qualified clients for the period of October 1, 2014, through September 30, 2018.
- C. Approval of Amendment No. 3 to an Intergovernmental Agreement (Contract No. ADHS12-010890) between the Health and Emergency Services Division and the Arizona Department of Health Services in the amount of \$5,488 for the continuation of the Commodities Supplemental Food Program and Senior Farmer's Market Nutrition Program for the period October 1, 2014, to September 30, 2015.
- D. Approval of the appointment of Steven Burk as Justice of the Peace Pro Tempore of the Globe Regional Justice Court, with his term to expire on December 31, 2014.
- E. Approval of the Human Resources Action Items report, Classification & Compensation Study Grade and Salary Update (Attachment A), including a grade and salary change based on a correction by UM Global HR Consultants effective June 30, 2014.
- F. Adoption of Resolution No. 14-10-04 authorizing the disposal of an unnecessary public roadway being a portion of Rialto Street, between Central Avenue and Tremont Boulevard as shown on the Map of South Globe, Official Map No. 20, Gila County Records, and authorizing the Chairman of the Board of Supervisors to execute and deliver in the name and under the seal of the County of Gila, quit claim deeds conveying the abandoned roadway to Beverly DalMolin Tomerlin and Stella M. Norton .
- G. Acknowledgment of the September 2014 monthly activity report submitted by Payson Regional Constable's Office.
- H. Acknowledgment of the September 2014 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
- I. Acknowledgment of the September 2014 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
- J. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of October 6, 2014, to October 10, 2014.
- K. Approval of finance reports/demands/transfers for the week of October 28, 2014.

6. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
7. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.

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. SECTION 38-431.03(A)((3)

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

**ARF-2767**

**Presentation Agenda Item 2. A.**

**Regular BOS Meeting**

**Meeting Date:** 10/28/2014

Submitted For: Marian Sheppard, Clerk  
Submitted By: Marian Sheppard, Clerk, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Central Arizona Governments' Regional Transportation Plan

Background Information

Andy Smith, Central Arizona Governments (CAG) Transportation Planning Manager, contacted the County on August 28, 2014, and requested to present CAG's new Regional Transportation Plan to the Board of Supervisors.

Evaluation

N/A

Conclusion

N/A

Recommendation

It would benefit the Board of Supervisors and the public to receive information on CAG's Regional Transportation Plan.

Suggested Motion

Presentation by Andy Smith, Central Arizona Governments' (CAG) Transportation Planning Manager, regarding CAG's Regional Transportation Plan.

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Attachments

Presentation



# CENTRAL ARIZONA GOVERNMENTS

## Regional Transportation Plan

Presented by  
Andy Smith

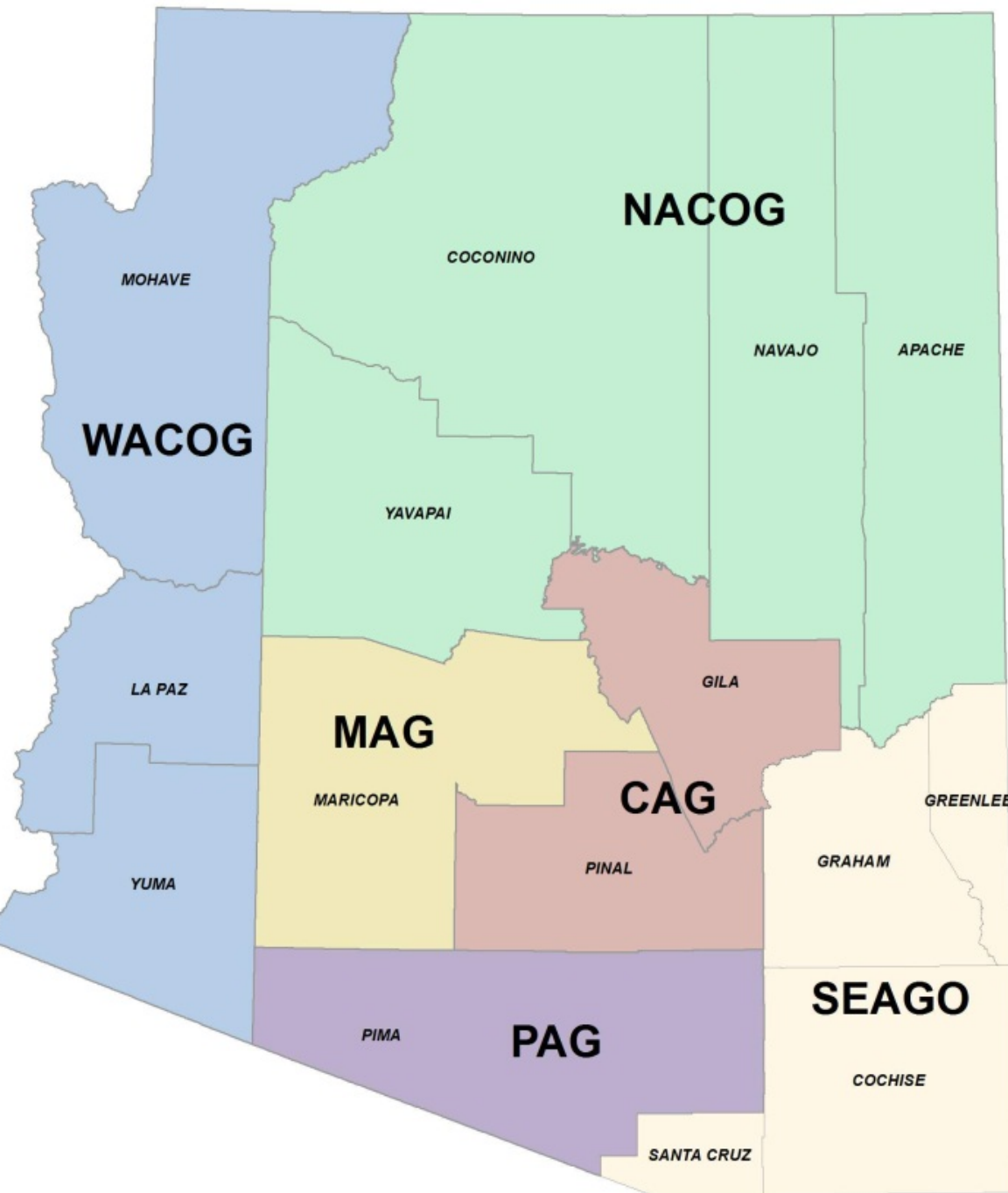




# AGENDA

- THE BEGINNING
- THE RECOMMENDATIONS
- YOUR QUESTIONS
- THE NEXT STEPS







# BEGINNING

- PHASE I
  - Assessment of existing plans
  - Desired needs
  - Policies & Strategies
- PHASE II A
  - Refinement of scope of work – Phase II
  - Identify Future Base Transportation Network

# BEGINNING

- PHASE II B
  - Evaluation of preferred Future Base Transportation Network
    - Five alternative networks/plus a no-build
    - Recommendations for CAG Region (pre 2013)
      - 2020, 2030 & 240
  - Regional Transportation Plan document

# Recommended Implementation Years

- 2020      Near-term
- 2030      Mid-term
- 2040      Long-term





# Near-Term Implementation Needs (Year 2020)

- Near-Term Project Priorities
  1. US-60 (Gold Canyon) Re-route
    - Construct new 4-lane access controlled facility
  2. SR-347
    - Widen to 6 lanes north of Maricopa Casa Grande Highway
  3. Hunt Highway
    - Widen to 6 lanes north of Arizona Farms Road
  4. SR-287 (Florence-Coolidge Highway)
    - Widen to 6 lanes between SR-87 and Adamsville Road



# Mid-Term Implementation Needs (Year 2030)

- Mid-term Project Priorities

1. US-60
  - Widen to 6 lanes between Signal Butte Road and Mountain View Road
2. Ironwood Drive
  - Widen to 6 lanes between Germann Road and Bella Vista Road
3. Hunt Highway
  - Widen to 6 lanes between Arizona Farms Road and Attaway Road
4. Attaway Road
  - Widen to 4 lanes between Hunt Highway and SR-287
5. SR-87
  - Widen to 4 lanes north of Sacaton Road and between SR-387 and SR-287
6. SR-287
  - Widen to 4 lanes between Adamsville Road and SR-79
7. White & Parker Road
  - Widen to 4 lanes between Smith-Enke Road and Maricopa-Casa Grande Highway
8. Maricopa-Casa Grande Highway
  - Widen to 6 lanes between SR-347 and Val Vista Road





# 2040 Network

Increased Roadway Capacity on  
Existing Major Roadways  
New Freeways/High Capacity  
Roadways

SR-87/SR-260 (Payson)

## US-60 re-route (Gold Canyon)

SR-24

## North-south corridor

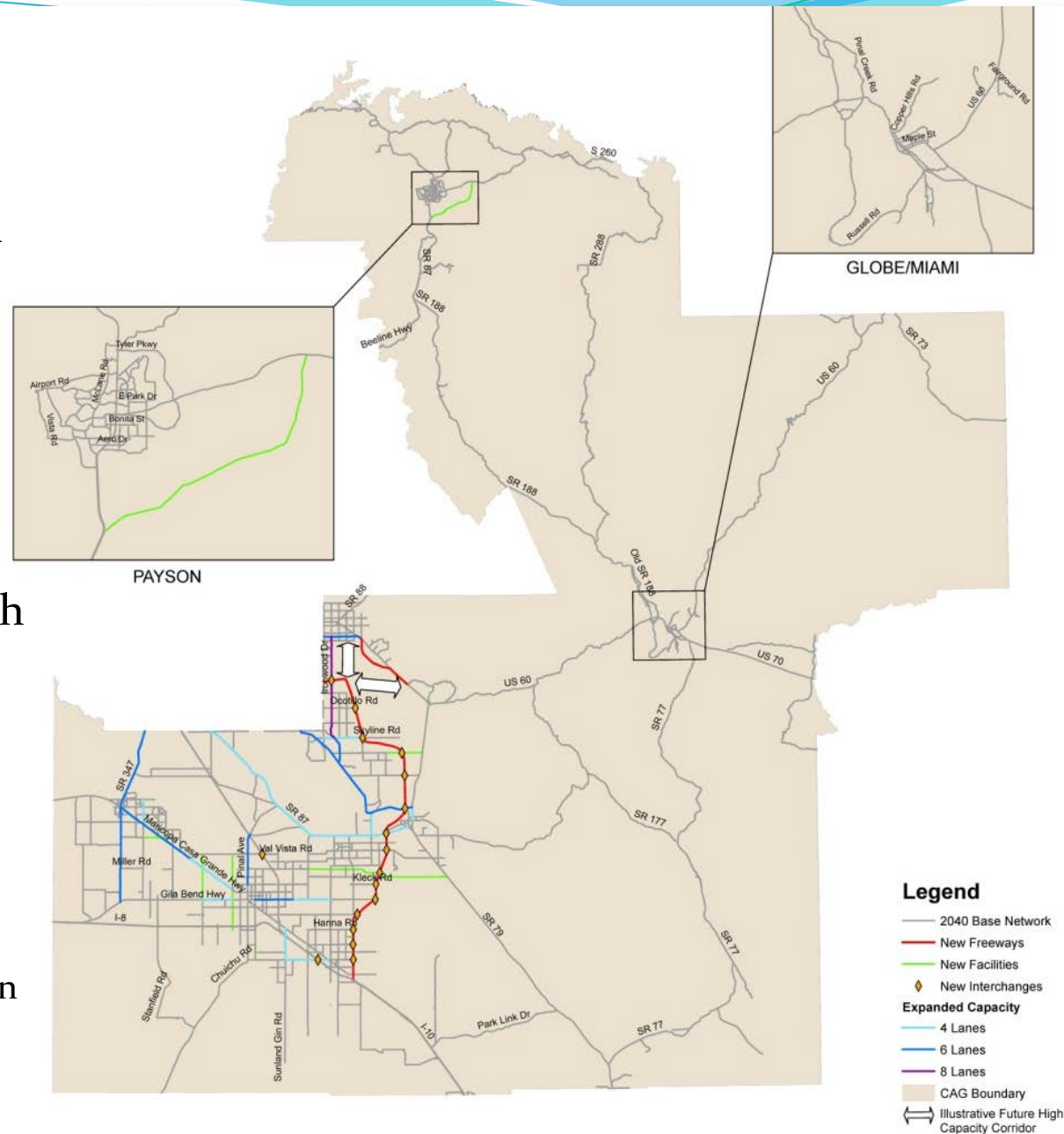
## New arterial connectivity to high capacity roadways

## Interim connectivity between SR-24, N/S Corridor and US-60

N/S Corridor and SR-24 as a continuous corridor in Year 2040

## Illustrative N/S Corridor between SR-24 and US-60

## Illustrative SR-24 Corridor between N/S Corridor and US-60



# Other Elements of Regional Transportation Plan

- Aviation
  - Recommendation to create a Regional Aviation System Plan (RASP)
- Non-Motorized
  - Trails
  - State Highway Bicycle Facilities
- Policy recommendations
  - Roadway Cross-Section for Freeway/Expressway, Parkway, Principle Arterial, & Minor Arterial
  - Complete Streets policy
    - Following adopted General and Comprehensive Plans

# Questions



# NEXT STEPS

## NEXT STEPS:

- October 2014
  - Outreach
    - Apache Junction Council, Coolidge Council, Gila & Pinal County BOS, and SCMPO Executive Board presentations
- November 2014
  - Outreach to Ak-Chin Indian Community
  - TTAC Adoption - Final RTP
  - Management Committee Adoption Final RTP
- December 2014
  - Regional Council Adoption of Final RTP



# THANK YOU!!

Andy Smith  
Transportation Planning Manager  
(480) 474-9300  
[asmith@cagaz.org](mailto:asmith@cagaz.org)



**ARF-2821**

**Public Hearing 3. A.**

**Regular BOS Meeting**

**Meeting Date:** 10/28/2014

Submitted For: Steve Stratton,  
Director

Submitted By: Steve McGill, Rural Addressing  
Analyst, Public Works Division

Department: Public Works Division

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Information

Request/Subject

Adoption of Resolution 14-10-02 to name a previously unnamed section of road in Globe as W. Raven Ridge Road.

Background Information

On September 9, 2014, Gila County resident Steve Rodgers contacted Rural Addressing to obtain an address for a piece of property in the Globe area. Rural addressing advised that the unnamed private easement should be named and a petition requiring 75% of affected parcel owners was provided to Mr. Rodgers. On September 22, 2014, the petition was returned with the required signatures and the proposed name of Raven Ridge Road. A copy of the petition is attached.

Evaluation

The road to be named is a private unnamed section of road that branches West off of S. Russel Road in the Globe area. The section is identified as SW 1/4 Section 34 T1N R15E and lies within Supervisor Michael Pastor's District.

County Rural Addressing Analyst determined the Global Positioning System location of the property and appropriately mapped the roadway. A map is attached.

A prefix directional of West was added to the proposed name.

Conclusion

Per the Gila County Street Naming and Property Ordinance, a public notice was mailed to property owners. No objections were received during the comment period.

Recommendation

The Public Works Division Director recommends that the Board of Supervisors adopt Resolution 14-10-02 naming a previously unnamed section of road in Globe as W. Raven Ridge Road.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-10-02 to name a previously unnamed section of road in Globe as W. Raven Ridge Road.

**(Steve Stratton)**

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Attachments

Resolution 14-10-02

Petition

Letter to Residents

Public Notice



**RESOLUTION NO. 14-10-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA NAMING ONE ROAD TO BE CALLED W RAVEN RIDGE ROAD**

**WHEREAS**, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

**WHEREAS**, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

**WHEREAS**, Article 8, Section 806, of the Street Naming and Property Numbering Ordinance provides guidelines for the naming of existing unnamed streets; and,

**WHEREAS**, the following street name and location substantially complies with the provisions of Article 8 of the Ordinance:

**W Raven Ridge Road – SW ¼ SEC 34 T1N R15E**

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said street and directs the appropriate County departments to incorporate this name uniformly on all maps of Gila County.

**PASSED AND ADOPTED** this 28<sup>th</sup> day of October 2014.

**Attest:**

**GILA COUNTY BOARD OF SUPERVISORS**

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

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

**Approved as to form:**

\_\_\_\_\_  
Bryan Chambers, Deputy County Attorney/Civil Bureau Chief



# GILA COUNTY RURAL ADDRESSING

## Please Return To:

STEVEN MCGILL, ADDRESSING ANALYST  
GILA COUNTY 911 RURAL ADDRESSING  
745 N ROSE MOFFORD WAY, GLOBE.AZ. 85501

## PROCEDURE FOR NAMING AN EXISTING PUBLIC OR PRIVATE RIGHT -OF -WAY, EASEMENT OR ACCESS ROUTE

In accordance with the provisions of the Gila County Street Naming and Property Numbering Ordinance, the Board of Supervisors may name existing public and private right-of-way, and other access routes. In the naming of access routes, the Board of Supervisors will make every effort to assign those names requested by a majority of the residents or the residents living along said routes provided that the requested name conforms to the Article 6 and 8 of the Street Naming and Property Numbering Ordinances.

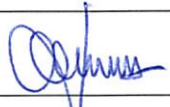





### PETITION FOR THE NAMING OF A PRIVATE OR PUBLIC RIGHT -OF-WAY, EASEMENT, OR OTHER ACCESS ROUTE

WE THE UNDERSIGNED, ALL BEING RESIDENTS IN GILA COUNTY, ARIZONA, DO HERE BY PETITION THE HONORABLE BOARD OF SUPERVISORS TO NAME A PUBLIC RIGHT- OF- WAY, EASMENT, OR OTHER ACCESS ROUTE LOCATED AND DESCRIBED AS FOLLOWS

PROPOSED ROAD NAME #1: Raven Ridge Road

PROPOSED ROAD NAME #2: \_\_\_\_\_

PROPOSED ROAD NAME #3: \_\_\_\_\_

	Owner Name/Mailing Address	APN (Parcel #)	Owner Phone #	Signature
1.	Marianne Millanes 299 S Altarest Miami AZ 85539	102-08-001V	473-1237	
2.	Robert Bickes 2060 S Jeronimo Rd Apache Junction AZ 85119	102-08-004A	(602) 918-8563	approved by phone
3.	Sabrina Tuttle 5505 E Pinal Canyon Drive Globe AZ 85501	102-08-001P	425-3049	
4.	Susan Hanson 517 Sullivan St Miami AZ 85538	102-08-001C	(602) 510-1809	
5.	Steven Rodgers PO Box 1033 Miami AZ 85539	102-08-001R	928-200-3336	
6.	Steven Rodgers PO Box 1033 Miami AZ 85539	102-08-001N		
7.	Steven Rodgers PO Box 1033 Miami AZ 85539	102-08-001M		
8.	Steven Rodgers PO Box 1033 Miami AZ 85539	102-05-001Q		
9.	Steven Rodgers PO Box 1033 Miami AZ 85539	102-05-0001U		
10.	Steven Rodgers PO Box 1033 Miami AZ 85539	102-05-001T		
11.	Steven Rodgers PO Box 1033 Miami AZ 85539	102-08-001S		
12.	Steven Rodgers PO Box 1033 Miami AZ 85539	102-08-001W		

TOMMIE MARTIN, District I  
P.O. Box 2297, Payson AZ 85547

MICHAEL A. PASTOR, District II  
1400 East Ash Street, Globe AZ 85501

JOHN D. MARCANTI, District III  
1400 East Ash Street, Globe AZ 85501



DON E. McDANIEL Jr.  
County Manager

STEVE STRATTON  
Director

STEVE SANDERS  
Deputy Director

Gila County Public Works Division  
**9-1-1 Rural Addressing**  
745 N. Rose Mofford Way, Globe Arizona 85501

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September 25, 2014

Dear Gila County Resident:

Gila County is in the process of naming an unnamed road in your area based on a petition submitted to our office.

Our purpose is to comply with the Gila County Street Naming and Property Numbering Ordinance No. 11-03. In order to accomplish this, Gila County Rural Addressing has included a public notice informing you of the proposed name of **W. RAVEN RIDGE ROAD**, a sketch of the road in question, a date for filing objections and the date scheduled for the naming to be presented to the Gila County Board of Supervisors.

Please feel free to contact our Rural Addressing Analyst, Steve McGill at (928) 402-8597 with any questions or concerns. Our offices are open from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Thank you for taking the time to review this letter.

Respectfully,

Steve McGill  
Rural Addressing Analyst

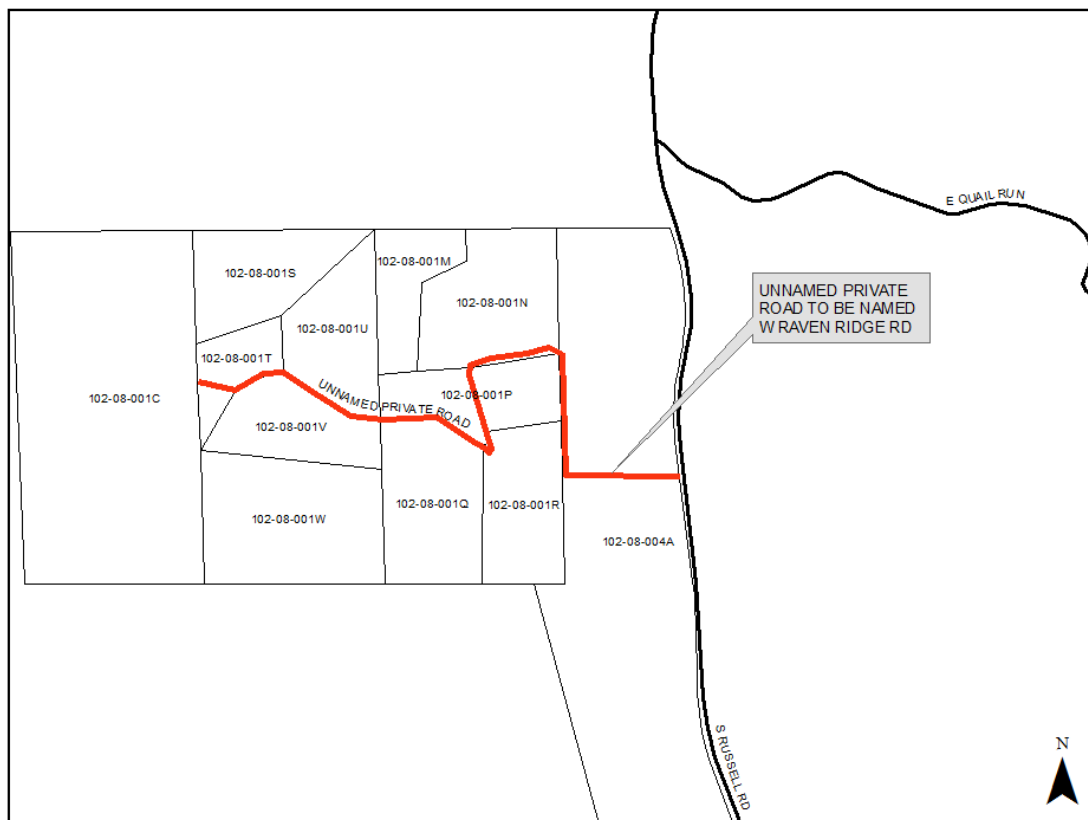
## PUBLIC NOTICE

**PUBLIC NOTICE IS HEREBY GIVEN** that the Gila County Board of Supervisors will hold a public hearing for the naming of an unnamed road in the Globe area. The road will be named to: **W Raven Ridge Road**.

To file an objection to the proposed name change, residents must file an alternative petition in writing to the Rural Addressing Department by Monday, October 13th, 2014 per Gila County Street Naming Ordinance No. 11-03.

The public hearing to name **W Raven Ridge Rd** is scheduled for October 28, 2014 at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ.

Inquiries and objections may be directed to:  
Steven McGill/Rural Addressing  
745 N Rose Mofford Way  
Globe AZ 85501  
1(928) 402-8597



**ARF-2824**

**Regular Agenda Item 4. A.**

**Regular BOS Meeting**

**Meeting Date:** 10/28/2014

**Submitted For:** Steve Sanders, Deputy Director      **Submitted By:** Steve Sanders, Deputy Director, Public Works Division

**Department:** Public Works Division      **Division:** Engineering

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Information

Request/Subject

Adopt Resolution No. 14-10-03 to Extinguish an Easement

Background Information

Gila County Public Works received a petition from Con and Peggy Slusher requesting the extinguishment of a portion of Hash Knife Road in the Tierra Madre Subdivision, Map No. 550. The petition meets the guidelines established by Gila County policy and procedure for the abandonment of County highways, local streets, avenues, alleys and for the extinguishment of easements within Gila County approved by the Board of Supervisors on February 1, 2011.

Tierra Madre Subdivision was accepted by the Board of Supervisors on April 18, 1977. Roads and easements were dedicated to the public. The portion of Hash Knife Road requested for extinguishment is an undeveloped, non-maintained easement between Lots 45 and 46 in the Tierra Madre Subdivision.

There is a note on the plat specific to this easement.

The note states: *Easement for future road shall automatically become dedicated Street R/W upon dedication of equivalent and connecting Street R/W on adjacent property and construction to standards acceptable to Gila County for maintenance.*

Adjacent property has been developed over the past 37 years and no connecting right-of-way has been dedicated or built to provide connectivity to Hash Knife Road.

Evaluation

Extinguishment of this easement will not deny anyone access to their property.

Conclusion

It is in the best interest of Gila County to extinguish the easement as requested.

Recommendation

It is the recommendation of the Public Works Division Deputy Director that the Board adopt Resolution No.14-10-03.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-10-03 to extinguish a portion of the Hash Knife Road easement in the Tierra Madre Subdivision, Official Map No. 550, Gila County Records, Gila County, AZ.

**(Steve Sanders)**

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Attachments

Resolution No. 14-10-03

Application and Petition

Tierra Madre Plat 550



**RESOLUTION NO. 14-10-03**

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS FOR THE EXTINGUISHMENT OF AN EASEMENT BEING A PORTION OF HASH KNIFE ROAD SHOWN ON TIERRA MADRE SUBDIVISION OFFICIAL MAP NO. 550, GILA COUNTY RECORDS, GILA COUNTY, ARIZONA**

**WHEREAS**, A.R.S. §28-7214 authorizes the Gila County Board of Supervisors to extinguish by resolution easements that are no longer necessary for public use; and,

**WHEREAS**, the current owners of the underlying property have requested that Gila County extinguish the easement over their property as shown on Exhibit “A” attached hereto and being a portion of Hash Knife Road, Official Map No. 550, Gila County Records, Gila County, AZ; and,

**WHEREAS**, it is in the best interest of Gila County to extinguish that easement shown on the attached Exhibit “A” being a portion of Hash Knife Road, Official Map No. 550, Gila County Records, Gila County, AZ.

**NOW, THEREFORE, BE IT RESOLVED** by the Gila County Board of Supervisors that Gila County’s right and interest in that portion of Hash Knife Road shown on the attached Exhibit “A” is extinguished.

**PASSED AND ADOPTED** this 28<sup>th</sup> day of October 2014.

**Attest:**

**GILA COUNTY BOARD OF SUPERVISORS**

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Marian Sheppard, Clerk

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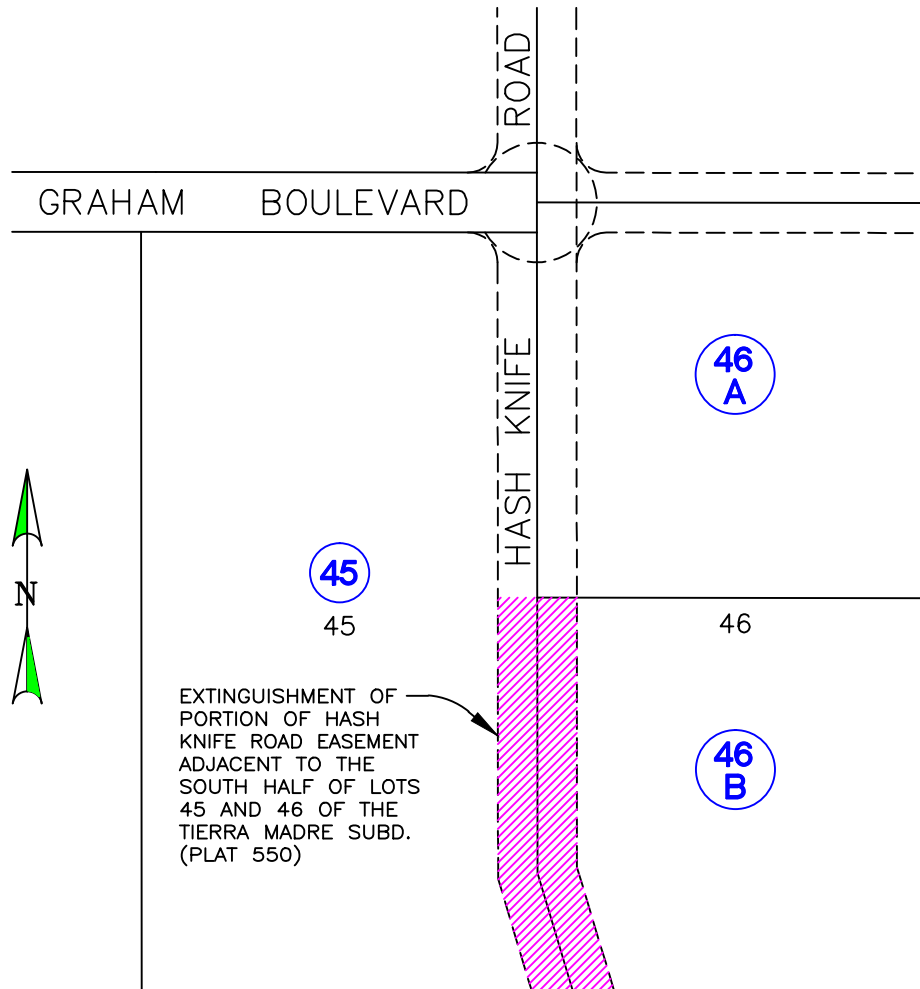
Michael A. Pastor, Chairman of the Board

**Approved as to form:**

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Bryan B. Chambers  
Deputy County Attorney/Civil Bureau Chief

# EXHIBIT "A"



ISSUED:

10-28-14

REVISED:

Gila County Public Works

STEVE STRATTON, DIRECTOR

1400 East Ash  
Globe, AZ 85501

(928) 425-3231  
FAX (928) 425-8104

EXTINGUISHMENT OF  
PORTION OF HASH  
KNIFE ROAD EASEMENT  
ADJACENT TO THE  
SOUTH HALF OF LOTS  
45 AND 46 OF THE  
TIERRA MADRE SUBD.  
(PLAT 550)



SHEET 1 OF 1

V. APPLICATION AND PETITION

## Gila County Engineering Department

Application for

Right-of-Way Abandonment ☒ Extinguishment of Easement

Name: CON AND MARGARET F. SLUSHER

Mailing Address: PO Box 43

City: Young State: AZ Zip: 85554

Phone: (928) 462-3096

Assessor's Parcel Number 305-40-045

Describe the reason for the request: THE EASEMENT DEADENDS TO PARCEL  
305-23-020C (EAST/WEST) NOT IN TIERRA MADRE. VEHICLES ARE PASSING THRU  
BOTH PROPERTIES TO REACH HWY 288. THE EASEMENT WAS DEDICATED 37  
YEARS AGO. THE 'STATUTE OF LIMITATIONS' HAS EXPIRED. THIS EASEMENT WILL BE  
LOCATION INFORMATION: SPLIT EVENLY AS SLUSHER & SANKEY PAY TAXES ON IT.

Section: 19 Township: 9 NORTH Range: 14 EAST

Road Name: HASHKNIFE DR (REFER TO ENCLOSED MAPS)

List any known utilities in the requested abandonment area: NONE

Con Slusher, Margaret F. Slusher 9/15/2014  
Signature of Applicant\* Date

MOST RECENT TAX BILL ENCLOSED

\*Applicant is required to be the current owner (or a legally authorized representative of the owner, proof of which must be submitted with this form) of a property adjacent to the requested roadway or easement.

FOR DEPARTMENTAL USE ONLY				
Application Fee \$500.00	Amount Received:	Date:	Receipt No.:	Received by:



# PETITION TO VACATE A ROADWAY OR EXTINGUISHMENT AN EASEMENT

We the undersigned, all being resident taxpayers in Gila County, Arizona, do hereby petition the Honorable Gila County Board of Supervisors for the vacation or extinguishment of the above described property:

Petition must have a minimum of ten (10) signatures that support the application. While not a requirement it is suggested residents surrounding the proposed vacation or extinguishment be given the opportunity to sign the petition.

NAME	ADDRESS	DATE
STEVE TABOR	199 moon dr	Aug 20, 2014
Wanda Valbuck	229 moon dr	8-23-2014
Rubens Hegemon	290 Midway	8-29-14
Barbara McFinnery	455 Peace King	9-27-14
GARY LOLLMAN	49730 N. Hwy 288	8-27-14
Ed Wisdom	204 Shags dr	8-27-14
Dennis Janzen	196 Ambush Dr	8-27-14
Kathy Hunt	48699 Hwy 288	8-27-14
Teresa Saly	121 N. Hashknife Dr.	8-29-14
James E Bayse	125 Ranger Station RD	9-11-14
David A. Braswell	168 N. Ike Clark Pkwy.	9-11-14
Carol Braswell	168 N Ike Clark Parkway	9-11-14
Witchel Stokewach	166 N. Graham Blvd	9-15-14

415885  
7th Edition, as the 400 page  
STATE OF ARIZONA, County of Gila, Arizona  
I, the undersigned, being duly sworn, depose and say that the within instrument was filed and recorded at request of Albert E. Brown and Associates  
Date April 22, 1977 Time 2:20 P. M. F I L E D  
Records of Gila County, Arizona  
I, the undersigned, being duly sworn, depose and say that the day and year first above written  
Albert E. Brown and Associates  
P.O. Box 133  
Young, AZ 85354  
Mary V. De Paoli, County Recorder  
By John A. Elving  
Deputy

Map No. \_\_\_\_\_ Gila County Records  
Note: See Restrictions Recorded in Dkt. 415  
Pages 925, Gila County Records Office.

**DEDICATION**

State of Arizona } s.s.  
County of Gila }  
Know all men by these presents: That I, Sandra K. Cosentino, a single woman, as owner of Government Lot Three, except the west 466.69 feet, have subdivided under the name of "Tierra Madre", the above described property and hereby publishes this plat as and for the plat of "Tierra Madre". Be it further known that this plat sets forth the names, numbers, measurements and dimensions of the streets and lots constituting same and that henceforth said streets and lots shall be known by the names and numbers shown hereon. I hereby dedicate to the public, for all normal uses thereof, the streets included within the above described property.  
In witness whereof, I hereunto set my hand this 21st day of March, 1977.  
Sandra K. Cosentino  
Sandra K. Cosentino

**ACKNOWLEDGEMENT**

State of Arizona } s.s.  
County of Gila }  
On this 21st day of March, 1977, personally appeared before me, Sandra K. Cosentino, who duly acknowledged that she signed the foregoing instrument.  
In witness whereof, I hereunto set my hand and official seal.  
Edna L. Naarman  
Notary Public

My Commission Expires:  
Sept. 18, 1977

**DEDICATION**

State of Arizona } s.s.  
County of Gila }  
Know all men by these presents: That we, Merle E. & Joyce C. Norris, husband and wife, as owners of that portion of the west 466.69 feet of Government Lot Three to be dedicated as streets and as beneficiary per Deed of Trust recorded in Dkt. 420, Pg. 288, Gila County Records, do hereby approve this plat and further do dedicate, for all normal uses thereof, the streets included within the above described property.  
In witness whereof, we hereunto set our hands this 21st day of March, 1977.  
Merle E. Norris Joyce C. Norris  
Merle E. Norris Joyce C. Norris

**ACKNOWLEDGEMENT**

State of Arizona } s.s.  
County of Gila }  
On this 21st day of March, 1977, personally appeared before me, Merle E. and Joyce C. Norris, who duly acknowledged that they signed the foregoing instrument.  
In witness whereof, I hereby set my hand and official seal.  
Edna L. Naarman  
Notary Public

My Commission Expires:  
Sept. 18, 1977

**SURVEYOR'S CERTIFICATE**

I hereby certify that I have surveyed and set the monuments for the property shown hereon during the period from Nov. 1976 thru March, 1977 and have prepared this plat in accordance therewith.  
Gene A. Weir 3-20-77  
Gene A. Weir Date  
Registration No. - LS5187

**APPROVALS**

Approved By: Alan Parker 4-22-77  
Sup't of Streets Date  
Approved by Gila County Planning & Zoning Commission: W. R. ... 4-18-77  
Commission Chairman Date  
Approved by Gila County Board of Supervisors: John ... 4-18-77  
Chairman of the Board Date  
Attested By: Ann ...  
Clerk to Board of Supervisors

THE BOARD OF SUPERVISORS determined that the above described property and/or financial assurance will not be necessary to guarantee the completion of improvements, to wit: CULVERTS, DRAINAGE DITCHES AND GRAVEL SURFACING in this subdivision.

FINAL PLAT  
**TIERRA MADRE**

PART OF SEC. 24, T9N, R13E & PART OF SEC. 19, T9N, R14E, G1S RM.

GILA COUNTY, ARIZONA

**DEDICATION**

State of Arizona } s.s.  
County of Gila }  
Know all men by these presents: That the "Continental Service Corporation", an Arizona corporation, as Trustee, has subdivided under the name of "Tierra Madre", the property shown hereon, except Government Lot Three, and hereby publishes this plat as and for the plat of "Tierra Madre". Be it further known that this plat sets forth the names, numbers, measurements and dimensions of the streets, lots and easements constituting same and that henceforth said streets, lots and easements shall be known by the names and numbers shown hereon. "Continental Service Corporation", as Trustee, hereby dedicates to the public, for all normal uses thereof, unless restricted by notes shown hereon, the streets and easements included within the above described property.  
In witness whereof, The "Continental Service Corporation", an Arizona corporation, as Trustee, has hereunto caused to be affixed its corporate name and seal, attested to by the signature of the duly authorized Trust Officer, this 21st day of March, 1977.  
"Continental Service Corporation", an Arizona corporation, as Trustee, and not personally.  
By: W. J. De Santa Jr.  
"Trust Officer"

**ACKNOWLEDGEMENT**

State of Arizona } s.s.  
County of Gila }  
On this 21st day of March, 1977, personally appeared before me, W. J. De Santa Jr., who acknowledged himself to be a "Trust Officer" of "Continental Service Corporation", an Arizona corporation, and being duly authorized to do so, has executed the foregoing instrument for the purposes therein contained by causing the corporate name and seal to be affixed, as trustee, and signing his name as Trust Officer.  
In witness whereof, I hereunto set my hand and official seal.  
W. J. De Santa Jr.  
Notary Public

My Commission Expires:  
12-26-80

CURVE					DATA				
Key	Rad.	Central A.	Tangent	Length	Key	Rad.	Central A.	Tangent	Length
1	200'	54°43'20"	103.50'	191.02'	26	25'	89°56'49"	24.98'	39.25'
2	200'	60°03'11"	115.59'	209.62'	27	50'	27°32'15"	12.25'	24.03'
3	200'	60°03'14"	115.60'	209.63'	28	50'	17°35'15"	7.74'	15.29'
4	200'	41°24'35"	18.90'	36.14'	29	25'	13°52'30"	6.07'	12.85'
5	233'	54°43'20"	120.58'	222.53'	30	25'	90°06'16"	25.05'	39.32'
6	167'	54°43'20"	86.42'	159.50'	31	25'	89°53'44"	24.95'	39.22'
7	167'	60°03'11"	96.52'	175.04'	32	25'	90°06'16"	25.05'	39.32'
8	233'	30°51'58"	64.32'	125.52'	33	25'	90°08'49"	25.06'	39.33'
9	233'	29°11'13"	60.66'	118.69'	34	25'	89°51'11"	24.94'	39.21'
10	233'	30°51'58"	64.32'	125.52'	35	25'	90°08'22"	25.06'	39.33'
11	167'	60°03'14"	96.52'	175.04'	36	25'	89°51'38"	24.94'	39.21'
12	50'	13°48'14"	6.05'	12.05'	37	25'	89°52'58"	24.95'	39.22'
13	50'	117°36'21"	82.57'	102.63'					
14	50'	41°30'51"	18.95'	36.23'					
15	50'	41°30'51"	18.95'	36.23'					
16	50'	102°26'31"	62.23'	89.40'					
17	50'	77°33'29"	40.17'	67.68'					
18	50'	41°18'19"	18.85'	36.05'					
19	50'	131°24'35"	110.76'	114.68'					
20	50'	42°36'09"	19.50'	37.18'					
21	50'	88°48'26"	48.97'	77.50'					
22	50'	90°08'29"	50.12'	78.66'					
23	50'	41°16'06"	18.83'	36.01'					

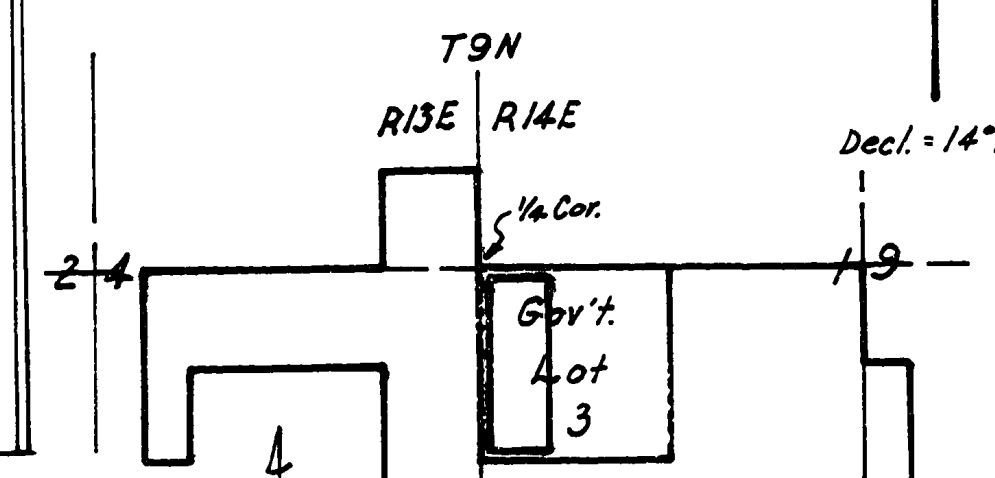
T9N

R13E R14E

1/4 Cor.

Gov't.

Lot 3



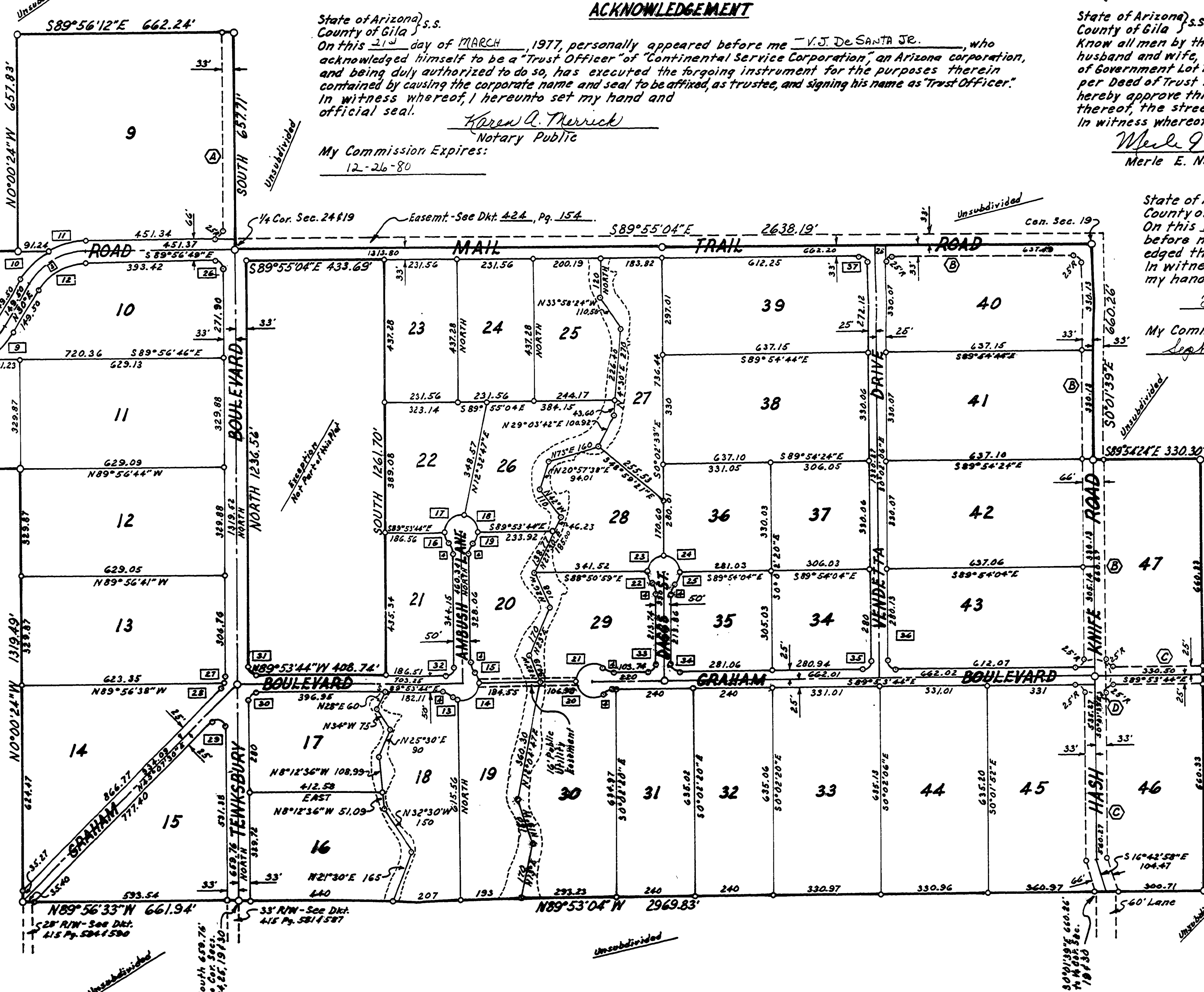
1" = 200'

**INDEX MAP**

- LEGEND**
- Subdivision Boundary
  - Lot Line
  - Street Centerline
  - Easement Boundary Line
  - 100 Year Flood Line & Building Restriction Line
  - I.P. monument Found-Tag L.S.1640
  - I.P. monument Set-Tag L.S.5187

**NOTES:**

- Iron Pins were set at all points indicated; however dimensions shown are property line dimensions and not along easement lines.
- Easements:
  - (a) Easement for ingress, egress and public utilities to adjacent property. Easement shall automatically become dedicated Street R/W upon dedication of equivalent & connecting Street R/W on adjacent property and construction to standards acceptable to Gila County for maintenance.
  - (b) Easement for future road shall automatically become dedicated Street R/W upon construction to standards acceptable to Gila County for maintenance.
  - (c) Easement for future road shall automatically become dedicated Street R/W upon dedication of equivalent & connecting Street R/W on adjacent property and construction to standards acceptable to Gila County for maintenance.
  - (d) Temporary Easement for turn-around to be automatically vacated upon construction of road extensions to standards acceptable to Gila County for maintenance.



**ARF-2839**

**Regular Agenda Item 4. B.**

**Regular BOS Meeting**

**Meeting Date:** 10/28/2014

Submitted For: Jeffrey  
Hessenius,  
Finance  
Director

Submitted By:  
Jeannie Sgroi, Contracts Administrator,  
Finance Division

Department: Finance Division

Fiscal Year: FY 2014-2015    Budgeted?: Yes

Contract Dates 7-1-2014 to    Grant?: No

Begin & End: 6-30-2015

Matching No    Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Request to Advertise Invitation for Bid No. 101314 - Up to Five New All Wheel Drive Utility Police Interceptors or Equal.

Background Information

The advertisement of Invitation for Bid No. 101314 for new police vehicles would allow the County Fleet Department the ability to receive proposals from automobile suppliers and have the option to purchase up to five new units if necessary.

Evaluation

The vehicles mentioned in the Invitation for Bid may be needed in the Sheriff's Office fleet in the coming year. These vehicles would replace units with high mileage, that have become too expensive to operate or are inefficient.

The request for a price quote on a vehicle does not mean the purchase of the vehicle, only the ability to purchase if the need arises.

Conclusion

The vehicles that would be purchased from this Invitation for Bid would be assigned to the Sheriff's Office.

Recommendation

The Public Works Division Director and the Finance Director recommend that the Board of Supervisors approve the advertisement of Invitation for Bid No. 101314 for the purchase of up to five new fleet vehicles as specified.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 101314 for the purchase of up to five, new all wheel drive utility police interceptors or equal for the Gila County Sheriff's Office.  
**(Jeff Hessenius and Steve Stratton)**

---

Attachments

Request to Advertise

IFB 101314 New Police Interceptors or Equal



## 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.

[illegible]

**GILA COUNTY**  
**NOTICE OF INVITATION FOR BID**

**BID NO. 101314**

**UP TO FIVE (5) NEW AWD UTILITY POLICE INTERCEPTORS OR EQUAL**



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

**\*COUNTY MANAGER\***  
Don E. McDaniel Jr.



**GILA COUNTY  
PROCUREMENT GROUP  
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street  
Globe, Arizona  
85501

**SOLICITATION NUMBER  
101314**

**BID DUE DATE: November 19, 2014**

**TIME: 11:00 AM**

**DESCRIPTION: Up to Five (5) New AWD Utility Police Interceptors or Equal**

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT  
ATTN: JEANNIE SGROI  
GUERRERO COMPLEX  
1400 EAST ASH STREET, GLOBE, ARIZONA 85501**

**Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501**

In accordance with A.R.S. §41-2533, Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928) 402-8612 or click on the following link to the County website . [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php)

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

The Board of Supervisors reserves the right to reject any or all bid proposals, or to accept any bid proposal, or to waive any informality in any bid 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: November 05, 2014 and November 12, 2014

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Designated Department: Gila County Fleet Management  
Type of contract: Term  
Term of Contract: Twelve Months  
Phone Number: (928) 200-1580

Signed: \_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

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

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

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

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**GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the purchase of up to Five (5) New AWD Utility Police Interceptors or Equal, for departments in Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Page 11, and Pages 13-17 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bids shall be considered for award.

**INSTRUCTIONS TO VENDORS**

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

**EXHIBIT "A" INSTRUCTIONS TO VENDORS**

**Preparation of Sealed Bid Proposal**

- A. Sealed Bids will be received by the Gila County Finance Department, from individuals and vendors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bid proposals only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bid proposals shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Proposal, each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete the Proposal and all 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 Qualification and Certification Form in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the vendor(s) from further consideration.
- 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 Invitation for Bids shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

**Amendments**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

---

*Instructions to Vendors continued...*

---

1. Completion of the Vendor Checklist & Addenda Acknowledgment form, page 20.

Failure to indicate receipt of addenda in the above manner may result in a bid proposal being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "N/A" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

### **Inquiries**

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB 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 IFB due date and time. Questions received less than five (5) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- A. Bid results ARE NOT provided in response to telephone inquiries or email requests. A tabulation of bids received is on file in the Gila County Board of Supervisors Office and will be available for review after contract award.

### **Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

### ***Submittal Bid Format:***

**It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid.** The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid proposal. Delivery charges may differentiate depending on geographical location.
2. Bid 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.

*Instructions to Vendors continued...*

3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Proposal deadline.

**All bids shall be submitted in a sealed envelope:**

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Up to Five (5) AWD Utility Police Interceptors or Equal", "Bid No. 101314", "November 19, 2014" and "11:00 AM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**

**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

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

**Protests**

Only other Vendors who have submitted a bid proposal under this IFB 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.

*General Terms & Conditions continued...*

### **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" VENDOR AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Bid proposals to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 21, VENDORS OFFER PAGE, Exhibit "D" Vendors Qualification and Certification form page 12. This Contract shall include the Invitation for Bids No. 101314 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

### **Overcharges by Antitrust Violations**

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

### **Authority to Contract**

This contract shall be based upon the Invitation for Bids No. 101314, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract 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 Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

### **Contract Amendments**

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

### **Contract Default**

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:

*General Terms & Conditions continued...*

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

**Right to Assurance**

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

**Costs and Payments**

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 Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

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

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

**Cancellation of County Contracts**

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

**Termination of Contract**

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

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

*General Terms & Conditions continued...*

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

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

**General**

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



**MINIMUM SPECIFICATIONS**

**EXHIBIT “C” MINIMUM SPECIFICATIONS FOR: 101314**

**Purpose:** It is the intent of Gila County to establish, by this Invitation for Bids, a contract to purchase up to Five (5) New AWD Utility Police Interceptors or Equal. This Invitation for Bid No. 101314 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

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

**SECTION 1.0**

**General:**

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the proposal in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year**, unless terminated, cancelled or extended as otherwise provided herein.

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 **ORDERING**: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1400 East Ash 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.
- 3.3 **DELIVERY TIME**: Vehicles must be delivered no later than 12 weeks of receipt by Vendor of County Purchase Order. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.

*Minimum Specifications continued...*

- 3.4 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 101314 Up to Five (5) New AWD Utility Police Interceptors or Equal**

The applicant submitting this Bid Proposal warrants the following:

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

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2. Has Vendor (under its present or any previous name) ever failed to complete a contract? \_\_\_\_\_ Yes \_\_\_\_\_ No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes \_\_\_\_\_ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? \_\_\_\_\_ Yes \_\_\_\_\_ No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - Gila County reserves the right to request additional information.

\_\_\_\_\_  
**Signature of Authorized Person to Sign**

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

\_\_\_\_\_  
**Title**

**PRICE SHEET****DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal***(Build Sheet Must Accompany Proposal)***Vehicle Year, Make, & Model:** \_\_\_\_\_

<b>MINIMUM SPECIFICATIONS</b> <b>One (1) New AWD utility police interceptor or equal</b>	<b>MEETS MINIMUM SPECIFICATIONS</b>	
	<b>YES</b>	<b>NO</b>
Exterior: White		
Interior: Light Color Vinyl Covered Split Bench Seat		
Power Features: Door Locks		
Keyless entry		
Windows		
Mirrors		
Steering		
Tilt Steering Wheel		
Hands free phone feature, SYNC or equal		
Reverse sensing or equivalent		
Cruise Control		
AM / FM Clock (CD)Radio		
300 H.P. 6 Cylinder Gas Engine		
Ready for the road police package or equivalent		
Speed Management		
Locking gas cap		
4 remappable steering wheel switches		
Air Conditioning		
9" spacing between the front seats for police console		
Front Deflector Plate (Skid Plate)		
Drivers Side Factory Mounted LED Spot Light		
<b>SUB – TOTAL AMOUNT</b>	<b>\$</b>	<b>.</b>
<b>OTHER COSTS</b>	<b>\$</b>	<b>.</b>
<b>SALES TAX</b>	<b>\$</b>	<b>.</b>
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	<b>\$</b>	<b>.</b>

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.**Date of Delivery:** \_\_\_\_\_**Vendor Name:** \_\_\_\_\_ **Vendor Phone Number:** \_\_\_\_\_

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal**

*(Build Sheet Must Accompany Proposal)*

**Vehicle Year, Make, & Model:** \_\_\_\_\_

<b>MINIMUM SPECIFICATIONS</b> <b>One (1) New AWD utility police interceptor or equal</b>	<b>MEETS MINIMUM SPECIFICATIONS</b>	
	<b>YES</b>	<b>NO</b>
Exterior: White		
Interior: Light Color Vinyl Covered Split Bench Seat		
Power Features: Door Locks		
Keyless entry		
Windows		
Mirrors		
Steering		
Tilt Steering Wheel		
Hands free phone feature, SYNC or equal		
Reverse sensing or equivalent		
Cruise Control		
AM / FM Clock (CD)Radio		
300 H.P. 6 Cylinder Gas Engine		
Ready for the road police package or equivalent		
Speed Management		
Locking gas cap		
4 remappable steering wheel switches		
Air Conditioning		
9" spacing between the front seats for police console		
Front Deflector Plate (Skid Plate)		
Drivers Side Factory Mounted LED Spot Light		
<b>SUB – TOTAL AMOUNT</b>	\$	.
<b>OTHER COSTS</b>	\$	.
<b>SALES TAX</b>	\$	.
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$	.

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_ **Vendor Phone Number:** \_\_\_\_\_

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal**

*(Build Sheet Must Accompany Proposal)*

**Vehicle Year, Make, & Model:** \_\_\_\_\_

<b>MINIMUM SPECIFICATIONS</b> <b>One (1) New AWD utility police interceptor or equal</b>	<b>MEETS MINIMUM SPECIFICATIONS</b>	
	<b>YES</b>	<b>NO</b>
Exterior: White		
Interior: Light Color Vinyl Covered Split Bench Seat		
Power Features: Door Locks		
Keyless entry		
Windows		
Mirrors		
Steering		
Tilt Steering Wheel		
Hands free phone feature, SYNC or equal		
Reverse sensing or equivalent		
Cruise Control		
AM / FM Clock (CD)Radio		
300 H.P. 6 Cylinder Gas Engine		
Ready for the road police package or equivalent		
Speed Management		
Locking gas cap		
4 remappable steering wheel switches		
Air Conditioning		
9" spacing between the front seats for police console		
Front Deflector Plate (Skid Plate)		
Drivers Side Factory Mounted LED Spot Light		
<b>SUB – TOTAL AMOUNT</b>	<b>\$</b>	<b>.</b>
<b>OTHER COSTS</b>	<b>\$</b>	<b>.</b>
<b>SALES TAX</b>	<b>\$</b>	<b>.</b>
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	<b>\$</b>	<b>.</b>

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_ **Vendor Phone Number:** \_\_\_\_\_

**PRICE SHEET****DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal***(Build Sheet Must Accompany Proposal)***Vehicle Year, Make, & Model:** \_\_\_\_\_

<b>MINIMUM SPECIFICATIONS</b> <b>One (1) New AWD utility police interceptor or equal</b>	<b>MEETS MINIMUM SPECIFICATIONS</b>	
	<b>YES</b>	<b>NO</b>
<b>Exterior:</b> White		
<b>Interior:</b> Light Color Vinyl Covered Split Bench Seat		
<b>Power Features:</b> Door Locks		
Keyless entry		
Windows		
Mirrors		
Steering		
<b>Tilt Steering Wheel</b>		
<b>Hands free phone feature, SYNC or equal</b>		
<b>Reverse sensing or equivalent</b>		
<b>Cruise Control</b>		
<b>AM / FM Clock (CD)Radio</b>		
<b>300 H.P. 6 Cylinder Gas Engine</b>		
<b>Ready for the road police package or equivalent</b>		
<b>Speed Management</b>		
<b>Locking gas cap</b>		
<b>4 remappable steering wheel switches</b>		
<b>Air Conditioning</b>		
<b>9" spacing between the front seats for police console</b>		
<b>Front Deflector Plate (Skid Plate)</b>		
<b>Drivers Side Factory Mounted LED Spot Light</b>		
<b>SUB – TOTAL AMOUNT</b>	\$	.
<b>OTHER COSTS</b>	\$	.
<b>SALES TAX</b>	\$	.
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$	.

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.**Date of Delivery:** \_\_\_\_\_**Vendor Name:** \_\_\_\_\_ **Vendor Phone Number:** \_\_\_\_\_

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal**

*(Build Sheet Must Accompany Proposal)*

**Vehicle Year, Make, & Model:** \_\_\_\_\_

<b>MINIMUM SPECIFICATIONS</b> <b>One (1) New AWD utility police interceptor or equal</b>	<b>MEETS MINIMUM SPECIFICATIONS</b>	
	<b>YES</b>	<b>NO</b>
Exterior: White		
Interior: Light Color Vinyl Covered Split Bench Seat		
Power Features: Door Locks		
Keyless entry		
Windows		
Mirrors		
Steering		
Tilt Steering Wheel		
Hands free phone feature, SYNC or equal		
Reverse sensing or equivalent		
Cruise Control		
AM / FM Clock (CD)Radio		
300 H.P. 6 Cylinder Gas Engine		
Ready for the road police package or equivalent		
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4 remappable steering wheel switches		
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9" spacing between the front seats for police console		
Front Deflector Plate (Skid Plate)		
Drivers Side Factory Mounted LED Spot Light		
<b>SUB – TOTAL AMOUNT</b>	<b>\$</b>	<b>.</b>
<b>OTHER COSTS</b>	<b>\$</b>	<b>.</b>
<b>SALES TAX</b>	<b>\$</b>	<b>.</b>
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	<b>\$</b>	<b>.</b>

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_ **Vendor Phone Number:** \_\_\_\_\_

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

STATE OF ARIZONA                    )  
  )ss  
COUNTY OF:                        )

\_\_\_\_\_  
(Name of Individual) being first duly sworn, deposes and says:

That he is

\_\_\_\_\_  
(Title)

of \_\_\_\_\_ and  
(Name of Business)

That he is bidding on **Gila County Bid No. 101314 - Up to Five (5) New AWD Utility Police Interceptors or Equal** 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:



**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

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

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

Vendor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

---

**Signature of Authorized Representative**

---

**Printed Name**

---

**Title**

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this IFB. If bidder fails to complete and/or execute any portion of the Bid Documents, this IFB will be determined to be “non-responsive” and rejected.

**CHECKLIST:**

**REQUIRED DOCUMENT**

**COMPLETED / EXECUTED**

QUALIFICATION & CERTIFICATION FORM

\_\_\_\_\_

PRICE SHEET

\_\_\_\_\_

NO COLLUSION AFFADAVIT

\_\_\_\_\_

LEGAL ARIZONA WORKS ACT COMPLIANCE

\_\_\_\_\_

OFFER PAGE

\_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
VENDOR:

\_\_\_\_\_  
BY: (Signature)

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 101314 Up to Five (5) New AWD Utility Police Interceptors or Equal.** All proposals shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before November 19, 2014, 11:00 AM.

**OFFER PAGE**

**TO GILA COUNTY:**

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

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

**CONTRACT NUMBER: 101314 Up to Five (5) New AWD Utility Police Interceptors or Equal**

**Firm Submitting Proposal:**

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**For clarification of this offer, contact:**

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

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

Fax \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Person 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 Offer is hereby Accepted:***

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in Invitation for Bid No.: 101314 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 101314**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**GILA COUNTY BOARD OF SUPERVISORS:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**ARF-2828**

**Regular Agenda Item 4. C.**

**Regular BOS Meeting**

**Meeting Date:** 10/28/2014

Submitted For: Don McDaniel Jr.      Submitted By: Jeannie Sgroi, Contracts Administrator,  
Finance Division

Department: Finance Division

Fiscal Year: 2014-2015      Budgeted?: Yes

Contract Dates July 1, 2014 -      Grant?: No

Begin & End: June 30, 2015

Matching No      Fund?: Renewal

Requirement?:

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Information

Request/Subject

Intergovernmental Agreement No. 100914 between Gila County and Gila County Community College District for Maintenance of College Facilities.

Background Information

On November 15, 2011, Gila County deeded all of its interest in the buildings and most of the real property upon which Gila County Community College campuses are located to the College's governing board. Prior to that action, the County assumed the responsibility for all maintenance, utilities and communication services at the Gila Pueblo Campus, Occupational Center and Payson Campus.

The County and College jointly acknowledged that: (1) poor economic conditions had led to a dramatic decrease in funding to the College and that (2) preservation of the College's presence within the County was of vital importance in workforce development. The County and the College wanted to avoid cuts in services and classes by allowing the College to expend its limited resources in furtherance of educational opportunities, vocational preparation for a changing job market, and small business development and not on utilities and building maintenance.

On February 7, 2012, the Board of Supervisors approved an Intergovernmental Agreement (IGA) in the amount of \$135,000 for utilities, communication services and maintenance of the facilities and real property of Gila County Community College for the period November 16, 2011, through June 30, 2012.

On August 20, 2012, the Board of Supervisors approved an IGA in the amount of \$275,000 for utilities, communication services and maintenance of the facilities and real property of Gila County Community College for the period of July 1, 2012, to June 30, 2013.

On September 3, 2013, the Board of Supervisors approved an IGA in the amount of \$250,000 for utilities, communication services and maintenance of the facilities and real property of Gila County Community College for the period of July 1, 2013, to June 30, 2014.

### Evaluation

Economic conditions have not improved significantly since the original understanding. Because the College and the County have a mutual interest in economic development, they desire to continue the previous relationship in an IGA in order for the College to continue to focus on vocational education and retraining of dislocated workers.

The College and the County have a long standing partnership which has existed solely to provide educational and vocational opportunities for Gila County residents of all ages. Approval of this IGA will continue that relationship and will allow the College to focus its efforts on preparing young people for a job market that has changed markedly as a result of technology and retraining mature workers to reenter that job market.

The County will provide \$250,000 in quarterly payments of \$62,500 for utilities, communication services and maintenance of the facilities and real property of Gila County Community College. The College agrees to enhance its vocational training curriculum to prepare County residents to enter the job market.

### Conclusion

Approval of this IGA will allow the County to continue to partner with Gila County Community College to promote economic development in Gila County. The term of this IGA is from July 1, 2014, to June 30, 2015.

### Recommendation

Staff recommends approval of this IGA between the Gila County Community College District and Gila County.

### Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. 100914 between Gila County and the Gila County Community College District for the County to provide \$250,000 in four quarterly payments to the College for utility expenses and repair and maintenance of the facilities and real property at its Globe and Payson campuses commencing July 1, 2014, and ending June 30, 2015. **(Don McDaniel)**

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### Attachments

#### Legal Explanation

Intergovernmental Agreement-Preservation of Educational Facilities FYE 14-15

Intergovernmental Agreement-Preservation of Educational Facilities FYE 13-14

Intergovernmental Agreement-Preservation of Educational Facilities FYE 12-13

Intergovernmental Agreement-Preservation of Educational Facilities FYE 11-12



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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



**INTERGOVERNMENTAL AGREEMENT 100914  
BETWEEN  
THE GILA COUNTY COMMUNITY COLLEGE DISTRICT (PROVISIONAL)  
AND  
GILA COUNTY  
PERTAINING TO ECONOMIC DEVELOPMENT  
AND PRESERVATION OF EDUCATIONAL FACILITIES**

This Intergovernmental Agreement is made and entered into by and between **GILA COMMUNITY COLLEGE DISTRICT** ("College"), a provisional Arizona community college district pursuant to A.R.S. §15-1409, and **GILA COUNTY** ("County"), a political subdivision of the State of Arizona, hereinafter collectively referred to as "the Parties."

**RECITALS**

**WHEREAS**, this Intergovernmental Agreement ("IGA") is authorized pursuant to A.R.S. §11-951, et seq., A.R.S. §11-254.04 and A.R.S. §15-1444; and,

**WHEREAS**, the Parties have a mutual interest in economic development in Gila County as a result of the downturn in the national economy; and,

**WHEREAS**, Gila County residents have been affected by the economic downturn and are in need of vocational and skills training; and,

**WHEREAS**, College is engaged in the provision of secondary education services and additionally provides vocational training, retraining and small business development opportunities for Gila County residents; and,

**WHEREAS**, prior to November 15, 2011, County held title to and had the financial responsibility for maintaining the facilities and real property upon which College's Globe and Payson campuses are located; and,

**WHEREAS**, the Parties have a mutual interest in best management practices of preserving the College's buildings and facilities; and,

**WHEREAS**, the Gila County Board of Supervisors has determined to assist the College with the preservation of education facilities;

- d. All notices or demands upon the Parties shall be in writing and delivered to:

Gila Community College  
8274 Six Shooter Canyon Road  
Globe, Arizona 85501

or

P.O. Box 2656  
Globe, Arizona 85502

Gila County  
Procurement Group  
1400 East Ash Street  
Globe, Arizona 85501

- e. Attached hereto and incorporated herein by reference is the determination of each Party's legal counsel of their respective authority to enter into this IGA and, further, that the IGA is in proper form.

- f. Legal Arizona Workers Act Compliance: The County hereby warrants that it will at all times during the life of this Contract comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). The County shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

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

Any breach of the County's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws , or of any other provision of this section, shall be deemed to be a material breach of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the County 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.

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

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the Parties agree as follows:

- I. County agrees to financially assist College with the preservation of educational facilities listed in Paragraph IV below, in an amount not to exceed Two Hundred Fifty Thousand (\$250,000) dollars under the payment schedule listed in Paragraph II below.
- II. County agrees payment will be made to the College in accordance with the below payment schedule:

Payment 1	October 1, 2014	\$62,500.00
Payment 2	January 1, 2015	\$62,500.00
Payment 3	April 1, 2015	\$62,500.00
Payment 4	June 30, 2015	\$62,500.00
- III. The term of this agreement shall be from July 1, 2014, to June 30, 2015.
- IV. College agrees to enhance/improve its vocational training curriculum in order to prepare young people to enter the current job market and to address reemployment of Gila County residents affected by corporate layoffs and small business closures.
- V. College's facilities include:

Gila Pueblo Campus  
8274 S. Six Shooter Canyon Road  
Globe, Arizona 85501

Occupational Center (*commonly known as "the Armory"*)  
4053 E. Hwy 60-70, Building A  
Miami, Arizona 85539

Rim Country Campus  
201 Mud Springs Road  
Payson, AZ 85541
- VI. Representatives of the Parties:

The Gila County Manager and the College's Senior Dean, or their designee, shall serve as their entity's respective representative.
- VII. General Provisions:
  - a. Should a dispute arise regarding the interpretation of this IGA, the Representatives of the Parties shall attempt to resolve the same within five (5) days. If unable to do so, the Chairman of the Board of Supervisors and the President of the Governing Board shall make such efforts, as necessary, to resolve any such dispute. The terms of a resolution to any dispute arising out of this IGA shall be substantiated in writing.
  - b. Any dispute not resolved pursuant to paragraph (1) of this Section shall be submitted to arbitration as set forth in A.R.S. §12-1518.
  - c. This IGA may be terminated in accordance with the provisions of A.R.S. §38-511.

VII. Notice of Dual Representation.

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

IN WITNESS WHEREOF, the Parties have executed this IGA this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**GILA COMMUNITY COLLEGE**

By: Samuel Moorhead  
Title: Samuel Moorhead,  
President, Governing Board

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

**GILA COUNTY**

By: \_\_\_\_\_  
Title: Michael A. Pastor,  
Chairman, Board of Supervisors

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

**ATTEST**

By: B. Stephen Cullen  
Title: B. Stephen Cullen,  
Sr. Dean, Gila Community College District

**ATTEST**

By: \_\_\_\_\_  
Title: Marian Sheppard,  
Clerk of the Board of Supervisors

**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COMMUNITY COLLEGE** has been submitted to the undersigned as attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Bradley D. Beauchamp, Gila County Attorney

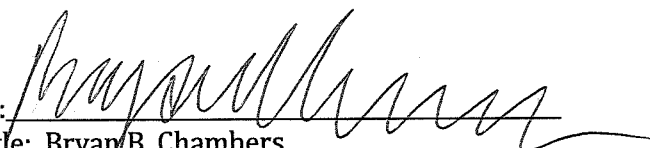
By: \_\_\_\_\_  
Title: Bryan B. Chambers,  
Deputy County Attorney/Civil Bureau  
Chief

**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COUNTY** has been submitted to the undersigned as attorney for **GILA COMMUNITY COLLEGE**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COMMUNITY COLLEGE**.

DATED this 14th day of October, 2014.

Bradley D. Beauchamp, Gila County Attorney

By:   
Title: Bryan B. Chambers,  
Deputy County Attorney/Civil Bureau  
Chief

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE GILA COUNTY COMMUNITY COLLEGE DISTRICT (PROVISIONAL)  
AND  
GILA COUNTY  
PERTAINING TO ECONOMIC DEVELOPMENT  
AND PRESERVATION OF EDUCATIONAL FACILITIES**

This Intergovernmental Agreement is made and entered into by and between **GILA COMMUNITY COLLEGE DISTRICT** ("College"), a provisional Arizona community college district pursuant to A.R.S. §§15-1409, and **GILA COUNTY** ("County"), a political subdivision of the State of Arizona, hereinafter collectively referred to as "the Parties."

**RECITALS**

**WHEREAS**, this Intergovernmental Agreement ("IGA") is authorized pursuant to A.R.S. §§ 11-951, et seq., A.R.S. § 11-254.04 and A.R.S. § 15-1444; and,

**WHEREAS**, the Parties have a mutual interest in economic development in Gila County as a result of the downturn in the national economy; and,

**WHEREAS**, Gila County residents have been affected by the economic downturn and are in need of vocational and skills training; and,

**WHEREAS**, College is engaged in the provision of secondary education services and additionally provides vocational training, retraining and small business development opportunities for Gila County residents; and,

**WHEREAS**, prior to November 15, 2011, County held title to and had the financial responsibility for maintaining the facilities and real property upon which College's Globe and Payson campuses are located; and,

**WHEREAS**, the Parties have a mutual interest in best management practices of preserving the College's buildings and facilities; and,

**WHEREAS**, the Gila County Board of Supervisors has determined to assist the College with the preservation of education facilities;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. County agrees to financially assist College with the preservation of educational facilities listed in Paragraph IV below, in an amount not to exceed Two Hundred Fifty Thousand (\$250,000) dollars under the payment schedule listed in Paragraph II below.

II. County agrees payment will be made to the College in accordance with the below payment schedule:

Payment 1	October 1, 2013	\$62,500.00
Payment 2	January 1, 2014	\$62,500.00
Payment 3	April 1, 2014	\$62,500.00
Payment 4	June 30, 2014	\$62,500.00

III. The term of this agreement shall be from July 1, 2013, to June 30, 2014.

IV. College agrees to enhance/improve its vocational training curriculum in order to prepare young people to enter the current job market and to address reemployment of Gila County residents affected by corporate layoffs and small business closures.

V. College's facilities include:

Gila Pueblo Campus  
8274 S. Six Shooter Canyon Road  
Globe, Arizona 85501

Occupational Center (*commonly known as "the Armory"*)  
4053 E. Hwy 60-70, Building A  
Miami, Arizona 85539

Rim Country Campus  
201 Mud Springs Road  
Payson, AZ 85541

VI. Representatives of the Parties:

The Gila County Manager and the College's Senior Dean, or their designee, shall serve as their entity's respective representative.

VII. General Provisions:

a. Should a dispute arise regarding the interpretation of this IGA, the Representatives of the Parties shall attempt to resolve the same within five (5) days. If unable to do so, the Chairman of the Board of Supervisors and the President of the Governing Board shall make such efforts, as necessary, to resolve any such dispute. The terms of a resolution to any dispute arising out of this IGA shall be substantiated in writing.

b. Any dispute not resolved pursuant to paragraph (1) of this Section shall be submitted to arbitration as set forth I A.R.S. §12-1518.

c. This IGA may be terminated in accordance with the provisions of A.R.S. §38-511.

- d. All notices or demands upon the Parties shall be in writing and delivered to:

Gila Community College  
8274 Six Shooter Canyon Road  
Globe, Arizona 85501

or

P.O. Box 2656  
Globe, Arizona 85502

Gila County  
Procurement Group  
1400 East Ash Street  
Globe, Arizona 85501

- e. Attached hereto and incorporated herein by reference is the determination of each Party's legal counsel of their respective authority to enter into this IGA and, further, that the IGA is in proper form.

- f. Legal Arizona Workers Act Compliance: The County hereby warrants that it will at all times during the life of this Contract comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). The County shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

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

Any breach of the County's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws , or of any other provision of this section, shall be deemed to be a material breach of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the County 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.

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



VII. Notice of Dual Representation.

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

IN WITNESS WHEREOF, the Parties have executed this IGA this 3<sup>rd</sup> day of September, 2013.

**GILA COMMUNITY COLLEGE**

By: [Signature]  
Title: Larry Stephenson,  
President, Governing Board

Date: 8/15/13

**GILA COUNTY**

By: [Signature]  
Title: Michael A. Pastor,  
Chairman, Board of Supervisors

Date: 9-3-13

**ATTEST**

By: [Signature]  
Title: B. Stephen Cullen,  
Sr. Dean, Gila Community College District

**ATTEST**

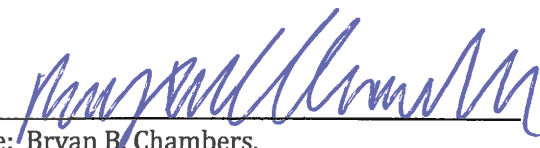
By: [Signature]  
Title: Marian Sheppard,  
Clerk of the Board of Supervisors

**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COMMUNITY COLLEGE** has been submitted to the undersigned as attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.

DATED this 3<sup>rd</sup> day of September, 2013.

Bradley D. Beauchamp, Gila County Attorney

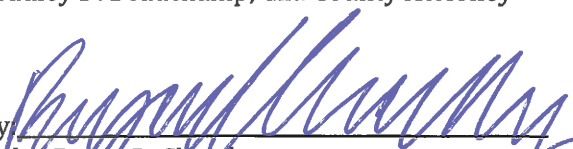
By:   
Title: Bryan B. Chambers,  
Deputy Attorney Principal

**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COUNTY** has been submitted to the undersigned as attorney for **GILA COMMUNITY COLLEGE**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COMMUNITY COLLEGE**.

DATED this 3<sup>rd</sup> day of September, 2013.

Bradley D. Beauchamp, Gila County Attorney

By:   
Title: Bryan B. Chambers,  
Deputy Attorney Principal

When recorded,  
return to:  
Marian Sheppard, BOS  
(8/20/12 #4C)

2012-010826 IGA Page: 1 of 5  
08/30/2012 11:56:22 AM Receipt #: 12-6781  
Rec Fee: \$0 Gila Co Bos  
Gila County, Az, Sadie Tomerlin Dalton, Recorder



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE GILA COUNTY COMMUNITY COLLEGE DISTRICT (PROVISIONAL)  
AND  
GILA COUNTY  
PERTAINING TO ECONOMIC DEVELOPMENT  
AND PRESERVATION OF EDUCATIONAL FACILITIES**

This Intergovernmental Agreement is made and entered into by and between **GILA COMMUNITY COLLEGE DISTRICT** ("College"), a provisional Arizona community college district pursuant to A.R.S. §§15-1409, and **GILA COUNTY** ("County"), a political subdivision of the State of Arizona, hereinafter collectively referred to as "the Parties."

**RECITALS**

**WHEREAS**, this Intergovernmental Agreement ("IGA") is authorized pursuant to A.R.S. §§ 11-951, et seq., A.R.S. § 11-254.04 and A.R.S. § 15-1444; and,

**WHEREAS**, the Parties have a mutual interest in economic development in Gila County as a result of the downturn in the national economy; and,

**WHEREAS**, Gila County residents have been affected by the economic downturn and are in need of vocational and skills training; and,

**WHEREAS**, College is engaged in the provision of secondary education services and additionally provides vocational training, retraining and small business development opportunities for Gila County residents; and,

**WHEREAS**, prior to November 15, 2011, County held title to and had the financial responsibility for maintaining the facilities and real property upon which College's Globe and Payson campuses are located; and,

**WHEREAS**, the Parties have a mutual interest in best management practices of preserving the College's buildings and facilities; and,

**WHEREAS**, the Gila County Board of Supervisors has determined to assist the College with the preservation of education facilities;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

- I. County agrees to financially assist College with the preservation of educational facilities listed in Paragraph IV below, in an amount not to exceed Two Hundred Seventy-Five Thousand (\$275,000) dollars under the payment schedule listed in Paragraph II below.
- II. County agrees payment will be made to the College in accordance with the below payment schedule:

Payment 1	October 1, 2012	\$68,750.00
Payment 2	January 1, 2013	\$68,750.00
Payment 3	April 1, 2013	\$68,750.00
Payment 4	June 30, 2013	\$68,750.00

- III. The term of this agreement shall be from July 1, 2012, to June 30, 2013.
- IV. College agrees to enhance/improve its vocational training curriculum in order to prepare young people to enter the current job market and to address reemployment of Gila County residents affected by corporate layoffs and small business closures.
- V. College's facilities include:
  - Gila Pueblo Campus  
8274 S. Six Shooter Canyon Road  
Globe, Arizona 85501
  - Occupational Center (*commonly known as "the Armory"*)  
4053 E. Hwy 60-70, Building A  
Miami, Arizona 85539
  - Rim Country Campus  
201 Mud Springs Road  
Payson, AZ 85541

VI. Representatives of the Parties:

The Gila County Manager and the College's Senior Dean, or their designee, shall serve as their entity's respective representative.

VII. General Provisions:

- a. Should a dispute arise regarding the interpretation of this IGA, the Representatives of the Parties shall attempt to resolve the same within five (5) days. If unable to do so, the Chairman of the Board of Supervisors and the President of the Governing Board shall make such efforts, as necessary, to resolve any such dispute. The terms of a resolution to any dispute arising out of this IGA shall be substantiated in writing.
- b. Any dispute not resolved pursuant to paragraph (1) of this Section shall be submitted to arbitration as set forth I A.R.S. §12-1518.
- c. This IGA may be terminated in accordance with the provisions of A.R.S. §38-511.

- d. All notices or demands upon the Parties shall be in writing and delivered to:

Gila Community College  
8274 Six Shooter Canyon Road  
Globe, Arizona 85501

or

P.O. Box 2656  
Globe, Arizona 85502

Gila County  
Procurement Group  
1400 East Ash Street  
Globe, Arizona 85501

- e. Attached hereto and incorporated herein by reference is the determination of each Party's legal counsel of their respective authority to enter into this IGA and, further, that the IGA is in proper form.
- f. Anti-Terrorism Warranty: Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), the Parties certify that they do 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.
- g. Legal Arizona Workers Act Compliance: The County hereby warrants that it will at all times during the life of this Contract comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). The County shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

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

Any breach of the County's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the County 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.

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



VII. Notice of Dual Representation.

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

IN WITNESS WHEREOF, the Parties have executed this IGA this 20<sup>th</sup> day of August, 2012.

GILA COMMUNITY COLLEGE

By: [Signature]  
Title: Larry Stephenson,  
President, Governing Board

Date: 8/1/12

GILA COUNTY

By: [Signature]  
Title: Tommie Cline Martin,  
Chairman, Board of Supervisors

Date: 8/20/12

ATTEST

By: [Signature]  
Title: B. Stephen Cullen,  
Sr. Dean, Gila Community College District

ATTEST

By: [Signature]  
Title: Marian Sheppard,  
Chief Deputy Clerk of the Board

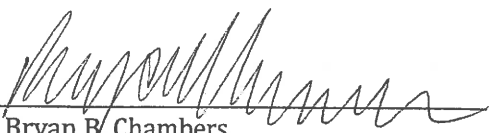


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COMMUNITY COLLEGE** has been submitted to the undersigned as attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.

DATED this 20<sup>th</sup> day of August, 2012.

Daisy Flores, Gila County Attorney

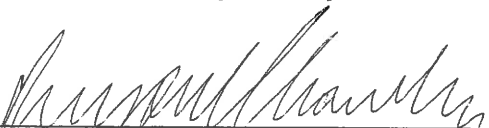
By:   
Title: Bryan B. Chambers,  
Chief Deputy County Attorney

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COUNTY** has been submitted to the undersigned as attorney for **GILA COMMUNITY COLLEGE**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COMMUNITY COLLEGE**.

DATED this 20<sup>th</sup> day of August, 2012.

Daisy Flores, Gila County Attorney

By:   
Title: Bryan B. Chambers,  
Chief Deputy County Attorney

When recorded,  
return to:  
Marian Sheppard, BOS  
(2/7/12 #3F)



## **INTERGOVERNMENTAL AGREEMENT**

### **BETWEEN**

### **THE GILA COUNTY COMMUNITY COLLEGE DISTRICT (PROVISIONAL)**

### **AND GILA COUNTY**

### **PERTAINING TO ECONOMIC DEVELOPMENT**

### **AND PRESERVATION OF EDUCATIONAL FACILITIES**

This Intergovernmental Agreement is made and entered into by and between **GILA COMMUNITY COLLEGE DISTRICT** ("College"), a provisional Arizona community college district pursuant to A.R.S. §§15-1409, and **GILA COUNTY** ("County"), a political subdivision of the State of Arizona, hereinafter collectively referred to as "the Parties."

### **RECITALS**

**WHEREAS**, this Intergovernmental Agreement ("IGA") is authorized pursuant to A.R.S. §§ 11-951, et seq., A.R.S. § 11-254.04 and A.R.S. § 15-1444; and,

**WHEREAS**, the Parties have a mutual interest in economic development in Gila County as a result of the downturn in the national economy; and,

**WHEREAS**, Gila County residents have been affected by the economic downturn and are in need of vocational and skills training; and,

**WHEREAS**, College is engaged in the provision of secondary education services and additionally provides vocational training, retraining and small business development opportunities for Gila County residents; and,

**WHEREAS**, prior to November 15, 2011, County held title to and had the financial responsibility for maintaining the facilities and real property upon which College's Globe and Payson campuses are located; and,

**WHEREAS**, as owner of its real property and facilities, College now has the additional financial burden of utilities, maintenance, and repair of said properties which directly impact its ability to provide educational services;

**WHEREAS**, the Parties have a mutual interest in best management practices of preserving College's buildings and facilities by providing regular and necessary maintenance at such buildings and





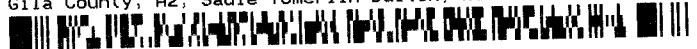
facilities including, but not limited to, oversight and management of all utilities and communications services; and,

**WHEREAS**, the Gila County Board of Supervisors has determined that assisting the College with maintenance, utilities, and communication services will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the county

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

- I. County agrees to financially assist College with maintenance, utilities, and communication services at facilities listed in Paragraph IV below, in an amount not to exceed One Hundred Thirty-Five Thousand (\$135,000) dollars.
- II. The term of this agreement shall be from November 16, 2011, to June 30, 2012.
- III. College agrees to enhance/improve its vocational training curriculum in order to prepare young people to enter the current job market and to address reemployment of Gila County residents affected by corporate layoffs and small business closures.
- IV. College's facilities include:
  - Gila Pueblo Campus  
8274 S. Six Shooter Canyon Road  
Globe, Arizona 85501
  - Occupational Center (*commonly known as "the Armory"*)  
4053 E. Hwy 60-70, Building A  
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Payson, AZ 85541
- V. Representatives of the Parties:

The Gila County Manager and the College's Senior Dean, or their designee, shall serve as their entity's respective representative.
- VI. General Provisions:
  - a. Should a dispute arise regarding the interpretation of this IGA, the Representatives of the Parties shall attempt to resolve the same within five (5) days. If unable to do so, the Chairman of the Board of Supervisors and the President of the Governing Board shall make such efforts, as necessary, to resolve any such dispute. The terms of a resolution to any dispute arising out of this IGA shall be substantiated in writing.



- b. Any dispute not resolved pursuant to paragraph (1) of this Section shall be submitted to arbitration as set forth I A.R.S. §12-1518.
- c. This IGA may be terminated in accordance with the provisions of A.R.S. §38-511.
- d. All notices or demands upon the Parties shall be in writing and delivered to:

Gila Community College	Gila County
8274 Six Shooter Canyon Road	1400 E. Ash Street
Globe, Arizona 85501	Globe, AZ 85501

OR

P.O. Box 2656  
Globe, AZ 85502
- e. Attached hereto and incorporated herein by reference is the determination of each Party's legal counsel of their respective authority to enter into this IGA and, further, that the IGA is in proper form.
- f. Anti-Terrorism Warranty: Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), the Parties certify that they do 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.
- g. Legal Arizona Workers Act Compliance: The County hereby warrants that it will at all times during the life of this Contract comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). The County shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws.

The County shall have the right at any time to inspect the books and records of any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of the County's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the County 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. The County shall advise each subcontractor of the County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that the County may inspect the Subcontractor's books and records to insure that the Subcontractor



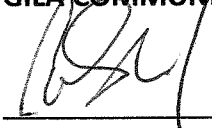
is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

VII. Notice of Dual Representation.

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


IN WITNESS WHEREOF, the Parties have executed this IGA this 7<sup>th</sup> day of February, 2012.

GILA COMMUNITY COLLEGE

By:   
Title: Robert Ashford, President  
Governing Board


Date: January 27, 2012

GILA COUNTY

By:   
Title: Tommie Cline Martin, Chairman  
Board of Supervisors

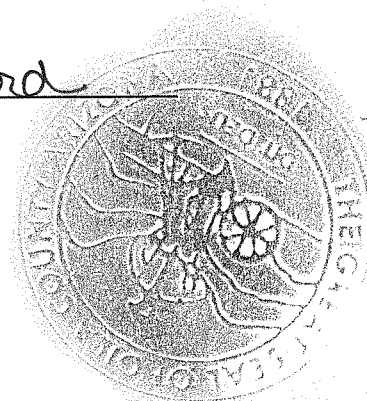
Date: 2/7/12

ATTEST:

  
NAME: B. Stephen Cullen  
TITLE: SR. DEAN  
Gila Community College District

ATTEST:

  
Marian Sheppard  
Chief Deputy Clerk






**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COMMUNITY COLLEGE** has been submitted to the undersigned as attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.

DATED this 7<sup>th</sup> day of February, 2012.

Daisy Flores, Gila County Attorney

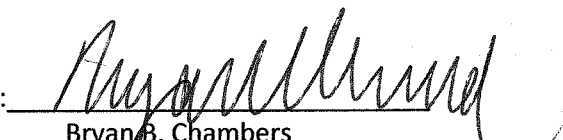
By:   
Bryan B. Chambers  
Chief Deputy County Attorney

**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. §11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COUNTY** has been submitted to the undersigned as attorney for **GILA COMMUNITY COLLEGE**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COMMUNITY COLLEGE**.

DATED this 7<sup>th</sup> day of February, 2012.

Daisy Flores, Gila County Attorney

By:   
Bryan B. Chambers  
Chief Deputy County Attorney

**ARF-2825**

**Consent Agenda Item 5. A.**

**Regular BOS Meeting**

**Meeting Date:** 10/28/2014

Submitted For: Kendall Dee  
Rhyne, Chief  
Probation  
Officer

Submitted By:

Sylvia Hernandez, Probation Officer  
Manager, Superior Court

Department: Superior Court Division: Probation Department

Fiscal Year: 2014-2015 Budgeted?: Yes

Contract Dates 04/01/2011 - Grant?: No

Begin & End: 03/31/2015

Matching No Fund?: Renewal  
Requirement?:

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Information

Request/Subject

Amendment No. 13 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center.

Background Information

The Gila County Juvenile Detention Center has contracted with the Bureau of Indian Affairs for several years. This contract is an excellent source of income for Gila County. The Detention Center provides housing within its juvenile detention facility for juveniles who have been arrested and awaiting transport, or awaiting adjudication, serving sentences, and /or awaiting release from custody as a result of having been arrested or having been convicted of Tribal violations occurring in Indian Country within the BIA Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, within the agency's jurisdiction.

Evaluation

Amendment No. 13 to Contract No. A11PC00100 increases the total contract amount by \$10,000, from \$134,400.01 to \$144,400.01.

Conclusion

Amendment No. 13 to Contract No. A11PC00100 increases the total contract amount by \$10,000, from \$134,400.01 to \$144,400.01.

Recommendation

The Gila County Probation Department recommends the approval of Amendment No. 13 to contract No. A11PC00100 with the Bureau of Indian Affairs.

Suggested Motion

Approval of Amendment No. 13 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center, to increase the contract from \$134,400.01 to \$144,400.01, a total increase of \$10,000.

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Attachments

Amendment No. 13

Amendment No. 12

Amendment No. 11

Amendment No. 10

Amendment No. 9

Amendment No. 8

Amendment No. 7

Amendment No. 6

Amendment No. 5

Amendment No. 4

Amendment No. 3

Amendment No. 2

Amendment No. 1

Contract No. A11PC00100

Legal Explanation

**Amendment No. 0013**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County**

**on behalf of the**

**Gila County Juvenile Detention Center**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES 1 2									
2. AMENDMENT/MODIFICATION NO. 0013		3. EFFECTIVE DATE 09/10/2014		4. REQUISITION/PURCHASE REQ. NO. 0040177336		5. PROJECT NO. (If applicable)								
6. ISSUED BY DOI, BIA WRO Contracting Office 2600 N CENTRAL AVENUE SUITE 400 MAILROOM Phoenix AZ 85001		CODE A11		7. ADMINISTERED BY (If other than Item 6)		CODE								
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  GILA, COUNTY OF Attn: ATTN Government POC 5515 S APACHE AVE STE 100 GLOBE				(x)										
				9A. AMENDMENT OF SOLICITATION NO.										
				9B. DATED (SEE ITEM 11)										
				10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100										
CODE 0070849786				FACILITY CODE		10B. DATED (SEE ITEM 13) 08/30/2012								
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>														
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.														
12. ACCOUNTING AND APPROPRIATION DATA (If required) 01 Net Increase: \$10,000.00														
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>														
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">CHECK ONE</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td>X</td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table>							CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		D. OTHER (Specify type of modification and authority)
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.													
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).													
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:													
	D. OTHER (Specify type of modification and authority)													
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return 0 copies to the issuing office.														
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)														
A. INCREASE the total amount by \$10,000.00, from \$134,400.01 to \$144,400.01, for payment purpose.														
Legacy Doc #: A11PC00100 Delivery: 09/30/2014 Payment Terms: ACCP Delivery Location Code: 0009062034 BIA WRO JUSTICE SVCES D III 2600 N CENTRAL AVENUE PHOENIX AZ 85004 US Continued ...														
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.														
15A. NAME AND TITLE OF SIGNER (Type or print)  Michael A. Pastor, Chairman				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  GERALD KNOX										
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  Gerald Knox (Signature of Contracting Officer)		16C. DATE SIGNED  09/10/2014								



**CONTINUATION SHEET**

 REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 A11PC00100/0013

PAGE 2 OF 2

 NAME OF OFFEROR OR CONTRACTOR  
 GILA, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00014	Account Assignment: K G/L Account: 6100.252Z0 Business Area: A000 Commitment Item: 252Z00 Cost Center: AAKL004000 Functional Area: A0J313030.999900 Fund: 145A2100DD Fund Center: AAKL004000 PR Acct Assign Line: 01 FOB: Destination Period of Performance: 04/01/2011 to 03/31/2015  Increase funding for contract beds Obligated Amount: \$10,000.00 IT Approval Num: N  POINT OF CONTACT: LEJUENE HOWATO (602) 379-6958				10,000.00

Attest:

---

Marian Sheppard, Clerk of the Board

Approved as to form:

---

Bryan Chambers,  
Deputy Attorney Principal

**Amendment No. 0012**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County**

**on behalf of the**

**Gila County Juvenile Detention Center**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0012		3. EFFECTIVE DATE 08/11/2014		4. REQUISITION/PURCHASE REQ. NO. 0040171136		5. PROJECT NO. (If applicable)
6. ISSUED BY DOI, BIA WRO Contracting Office 2600 N CENTRAL AVENUE SUITE 400 MAILROOM Phoenix AZ 85001		CODE A11		7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  GILA, COUNTY OF Attn: ATTN Government POC 5515 S APACHE AVE STE 100 GLOBE				(x) 9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100		
				10B. DATED (SEE ITEM 13) 08/30/2012		
CODE 0070849786		FACILITY CODE				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$8,000.00

01

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. INCREASE the total amount by \$8,000.00, from \$126,400.01 to \$134,400.01.

Legacy Doc #: A11PC00100

Delivery: 09/30/2014

Payment Terms:

ACCP

Delivery Location Code: 0009062034

BIA WRO JUSTICE SVCES D III

2600 N CENTRAL AVENUE

PHOENIX AZ 85004 US

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  Michael A. Pastor, Chairman		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  GERALD KNOX	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Gerald Knox (Signature of Contracting Officer)	16C. DATE SIGNED  08/11/2014

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

A11PC00100/0012

PAGE

2

OF

2

NAME OF OFFEROR OR CONTRACTOR

GILA, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00013	Account Assignment: K G/L Account: 6100.252Z0 Business Area: A000 Commitment Item: 252Z00 Cost Center: AAKLH04000 Functional Area: A0J312020.999900 Fund: 134A2100DD Fund Center: AAKLH04000 PR Acct Assign Line: 01 FOB: Destination Period of Performance: 04/01/2011 to 03/31/2015  INCREASE FUNDS Obligated Amount: \$8,000.00 IT Approval Num: N  POINT OF CONTACT: LEJUENE HOWATO (602) 379-6958				8,000.00

Attest:

---

Marian Sheppard, Clerk of the Board

Approved as to form:

---

Bryan Chambers,  
Deputy Attorney Principal

**Amendment No. 0011**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County**

**on behalf of the**

**Gila County Juvenile Detention Center**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0011		3. EFFECTIVE DATE 05/21/2014		4. REQUISITION/PURCHASE REQ. NO. 0040146847	
5. PROJECT NO. (If applicable)		6. ISSUED BY DOI, BIA WRO Contracting Office 2600 N CENTRAL AVENUE SUITE 400 MAILROOM Phoenix AZ 85001		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GILA, COUNTY OF Attn: ATTN Government POC 5515 S APACHE AVE STE 100 GLOBE		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 0070849786		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100	
				10B. DATED (SEE ITEM 13) 08/30/2012	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$8,000.00  
01

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. INCREASE the total amount by \$8,000.00, from \$118,400.01 to \$126,400.01.

Legacy Doc #: A11PC00100

Delivery: 09/30/2014

Payment Terms:

ACCP

Delivery Location Code: 0009062034

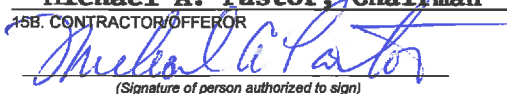

BIA WRO JUSTICE SVCS D III

2600 N CENTRAL AVENUE

PHOENIX AZ 85004 US

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Michael A. Pastor, Chairman</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GERALD KNOX	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED 7-1-2014		16C. DATE SIGNED 05/21/2014	



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
A11PC00100/0011

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR

GILA, COUNTY OF


ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00012	Account Assignment: K G/L Account: 6100.252Z0 Business Area: A000 Commitment Item: 252Z00 Cost Center: AAKL004000 Functional Area: A0J313030.T56300 Fund: 145A2100DD Fund Center: AAKL004000 PR Acct Assign Line: 01 FOB: Destination Period of Performance: 04/01/2011 to 03/31/2015  Increase funding Obligated Amount: \$8,000.00 IT Approval Num: N  POINT OF CONTACT: BERNADETTE SANCHEZ (505) 563-3880				8,000.00

Contract No. A11PC00100 – Amendment No. 0011  
between Bureau of Indian Affairs and Gila County,  
on behalf of the Gila County Juvenile Detention Center  
Page 3 of 3

Attest:

  
Marian Sheppard, Clerk of the Board

Approved as to form:

  
Bryan Chambers,  
Deputy Attorney Principal

**Amendment No. 0010**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County**

**on behalf of the**

**Gila County Juvenile Detention Center**

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO.

0010

3. EFFECTIVE DATE

01/16/2014

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

A11

7. ADMINISTERED BY (If other than Item 6)

CODE

DOI, BIA WRO  
Contracting Office  
2600 N CENTRAL AVENUE  
SUITE 400 MAILROOM  
Phoenix AZ 85001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

GILA, COUNTY OF  
Attn: ATTN Government POC  
5515 S APACHE AVE STE 100  
GLOBE

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.

A11PC00100

10B. DATED (SEE ITEM 13)

08/30/2012

CODE 0070849786

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X FAR Clause No. 52.217-09 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. EXERCISE the option to extend the contract term from March 31, 2014 to March 31, 2015.

VENDOR CODE: 147259191

Legacy Doc #: A11PC00100

Payment Terms:

ACCP

Period of Performance: 04/01/2011 to 03/31/2015

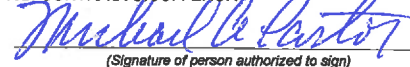
POINT OF CONTACT: BERNADETTE SANCHEZ (505) 563-3880

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Michael A. Pastor, Chairman

15B. CONTRACTOR/OFFEROR



(Signature of person authorized to sign)

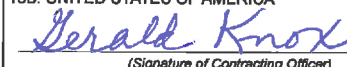
15C. DATE SIGNED

3-4-14

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

GERALD KNOX

16B. UNITED STATES OF AMERICA



(Signature of Contracting Officer)

16C. DATE SIGNED

01/16/2014

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

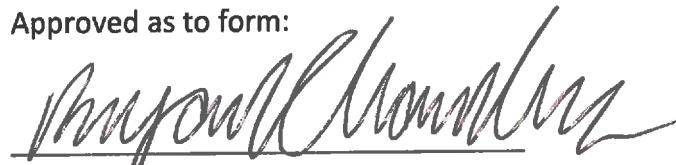
Prescribed by GSA

FAR (48 CFR) 53.243

Attest:

  
Marian Sheppard, Clerk

Approved as to form:

  
Bryan Chambers,  
Deputy Attorney Principal

**Amendment No. 0009**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County**

**on behalf of the**

**Gila County Juvenile Detention Center**

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

0009

3. EFFECTIVE DATE

11/15/2013

4. REQUISITION/PURCHASE REQ. NO.

0040121274

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

A11

7. ADMINISTERED BY (If other than Item 6)

CODE

DOI, BIA WRO  
Contracting Office  
2600 N CENTRAL AVENUE  
SUITE 400 MAILROOM  
Phoenix AZ 85001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

GILA, COUNTY OF  
Attn: ATTN Government POC  
5515 S APACHE AVE STE 100  
GLOBE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
A11PC00100

10B. DATED (SEE ITEM 13)

08/30/2012

CODE 0070849786

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$5,000.00

01

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. INCREASE the total amount by \$5,000.00, from \$113,400.01 to \$118,400.01.

VENDOR CODE: 147259191

Legacy Doc #: A11PC00100

Delivery: 03/31/2014

Payment Terms:

ACCF

Delivery Location Code: 0009062034

BIA WRO JUSTICE SVCES D III

2600 N CENTRAL AVENUE

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Michael A. Pastor, Chairman

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

GERALD KNOX

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
A11PC00100/0009

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
GILA, COUNTY OF


ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00011	PHOENIX AZ 85004 US  Account Assignment: K G/L Account: 6100.252Z0 Business Area: A000 Commitment Item: 252Z00 Cost Center: AAKL004000 Functional Area: A0J313030.999900 Fund: 134A2100DD Fund Center: AAKL004000 PR Acct Assign Line: 01 FOB: Destination Period of Performance: 04/01/2011 to 03/31/2014  INCREASE FUNDS Obligated Amount: \$5,000.00 IT Approval Num: N  POINT OF CONTACT: BERNADETTE SANCHEZ (505) 563-3880				5,000.00



Attest:

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

Approved as to form:

  
\_\_\_\_\_  
Bryan Chambers,  
Deputy Attorney Principal

**Amendment No. 0008**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County**

**on behalf of the**

**Gila County Juvenile Detention Center**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0008		3. EFFECTIVE DATE 06/05/2013		4. REQUISITION/PURCHASE REQ. NO. 0040092198	
5. PROJECT NO. (If applicable)		6. ISSUED BY DOI, BIA WRO Contracting Office 2600 N CENTRAL AVENUE SUITE 400 MAILROOM Phoenix AZ 85001		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GILA, COUNTY OF Attn: ATTN Government POC 5515 S APACHE AVE STE 100 GLOBE		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0070849786 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100		10B. DATED (SEE ITEM 13) 08/30/2012	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$.01  
01

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Clause 52.217-09 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.



**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

A. Exercise the option to extend the term of the contract from March 31, 2013 to March 31, 2014 for detention and medical services. This action was delayed by factors relating to the implementation of FBMS. As funding becomes available, the contract will be increased by modification action.

B. Increase the total amount by .01, from \$113,400.00 to \$113,400.01.

VENDOR CODE: 147259191  
Legacy Doc #: A11PC00100  
Delivery: 03/31/2014  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael A. Pastor, Chairman		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GERALD KNOX	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 10-22-13	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 06/05/2013

## CONTINUATION SHEET

REFERENCE NO. OF D  
A11PC00100/0008

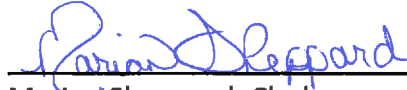
ENT BEING CONTINUED

PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
GILA, COUNTY OF


ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment Terms: ACCP Delivery Location Code: 0009062031 BIA WRO MAILROOM 2600 N CENTRAL AVENUE PHOENIX AZ 85004 US  Account Assignment: K G/L Account: 6100.252Z0 Business Area: A000 Commitment Item: 252Z00 Cost Center: AAKLH04000 Functional Area: A0J313030.T57500 Fund: 134A2100DD Fund Center: AAKLH04000 PR Acct Assign Line: 01 FOB: Destination Period of Performance: 04/01/2011 to 03/31/2014				
00010	Extend Detention Contract to 03/31/2014 Obligated Amount: \$.01 IT Approval Num: N  POINT OF CONTACT: BERNADETTE SANCHEZ (505) 563-3880				.01

Contract No. A11PC00100 – Amendment No. 0008  
between Bureau of Indian Affairs and Gila County,  
on behalf of the Gila County Juvenile Detention Center  
Page 4 of 4

Attest:

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

Approved as to form:

  
\_\_\_\_\_  
Bryan Chambers,  
Deputy Attorney Principal

**Amendment No. 0007**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County**

**on behalf of the**

**Gila County Juvenile Detention Center**

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

Page  
1 of 3

2. AMENDMENT/MODIFICATION NO. 0007	3. EFFECTIVE DATE 08/30/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA - Western Regional Office Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400 Phoenix, AZ 85004-3050		CODE 00011	7. ADMINISTERED BY (If other than Item 6) BIA - Western Regional Office Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400 Phoenix, AZ 85004-3050
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  GILA, COUNTY OF 1400 E ASH ST  GLOBE, AZ 85501-1093		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  (X) 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100 (X) 10B. DATED (SEE ITEM 13) 07/13/2011	
CODE *		FACILITY CODE	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

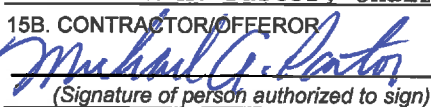

A. CHANGE the accounting data cited in Modification No. 0006:

From: KOL400 2012 2013 J3120 258A

To: KOL400 2012 2013 J3130 258A

The total increased amount of \$30,000.00 remains the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael A. Pastor, Chairman	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10-22-13
16B. United States of America BY  (Signature of Contracting Officer)	16C. DATE SIGNED 08/30/2012

<b>Line Item Summary</b>	<b>Document Number</b> A11PC00100/0007	<b>Title</b> COUNTY OF GILA	<b>Page</b> 2 of 3
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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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VENDOR CODE: 147259191

No Changed Line Item Fields

Previous Total: \$113,400.00  
Modification Total: \$0.00  
Grand Total: \$113,400.00

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051  
Note: Funding shall be incorporated by Modification upon availability of funds.



**Address Detail****Title**  
COUNTY OF GILA**Document Number**  
A11PC00100/0007**Page**  
3 of 3**Shipping Addresses**

Code	Detail
0001	<b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> District III 2600 N Central Avenue 8th Floor  Phoenix AZ 85004 <b>Attn:</b> Jaki Baha-Alchesay, Law Enforcement Assistant <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.

**Invoice Addresses**

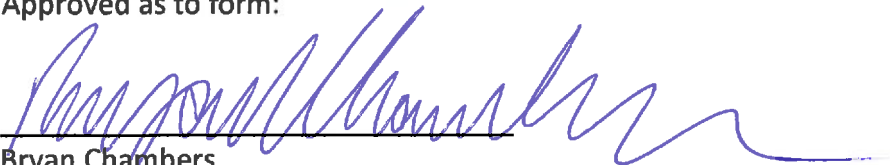
Code	Detail
0001	<b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352  Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.

Contract No. A11PC00100 – Amendment No. 0007  
between Bureau of Indian Affairs and Gila County,  
on behalf of the Gila County Juvenile Detention Center  
Page 5 of 5

Attest:

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

Approved as to form:

  
\_\_\_\_\_  
Bryan Chambers,  
Deputy Attorney Principal

**Amendment No. 0006**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County**

**on behalf of the**

**Gila County Juvenile Detention Center**

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

Page

1 of 4

2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 08/28/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA - Western Regional Office Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400 Phoenix, AZ 85004-3050		CODE 00011	7. ADMINISTERED BY (If other than Item 6) BIA - Western Regional Office Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400 Phoenix, AZ 85004-3050
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  GILA, COUNTY OF 1400 E ASH ST  GLOBE, AZ 85501-1093			9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100
			(X) 10B. DATED (SEE ITEM 13) 07/13/2011
CODE *		FACILITY CODE	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

2012 - 2013 - - K0L400 - - 258A - - J3120 - - - - - \$30,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

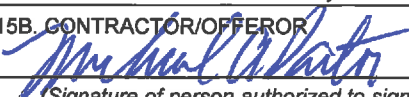
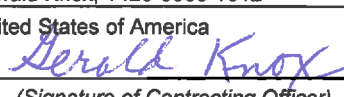
A. CHANGE the accounting data cited in Modification No. 0005:

From : H0L400 2012 2013 J3120 258A

To: K0L400 2012 2013 J3120 258A

The total increased amount of \$30,000.00 remains the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael A. Pastor, Chairman	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10-22-13
16B. United States of America BY  (Signature of Contracting Officer)	16C. DATE SIGNED 08/28/2012

<b>Line Item Summary</b>	<b>Document Number</b> A11PC00100/0000	<b>Title</b> COUNTY OF GILA	<b>Page</b> 2 of 4
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FYs

Fund

Budget Org

Sub

Object Class

Sub

Program

Cost Org

Sub

Proj/Job No.

Sub

Reporting Category

Division

Closed FYs

Cancelled Fund

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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VENDOR CODE: 147259191

No Changed Line Item Fields

Previous Total:

\$113,400.00

Modification Total:

\$0.00

Grand Total:

\$113,400.00

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051

Note: Funding shall be incorporated by Modification upon availability of funds.

<b>Contract Level Funding Summary</b>	<b>Document Number</b> A11PC00100/0uu6	<b>Title</b> COUNTY OF GILA	<b>Page</b> 3 of 4
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<u><b>Funding Strip Code</b></u>	<u><b>Change in Funded Amount</b></u>
2012 - 2013 - - K0L400 - - 258A - - J3120 - - - - -	\$30,000.00

## Address Detail

**Title**  
COUNTY OF GILA

**Document Numbr**  
A11PC00100/0006

**Page**  
4 of 4

### Shipping Addresses

Code	Detail
0001	<b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> District III 2600 N Central Avenue 8th Floor  Phoenix AZ 85004 <b>Attn:</b> Jaki Baha-Alchesay, Law Enforcement Assistant <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.

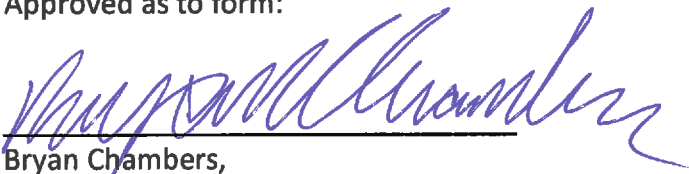
### Invoice Addresses

Code	Detail
0001	<b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352  Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.

Attest:

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

Approved as to form:

  
\_\_\_\_\_  
Bryan Chambers,  
Deputy Attorney Principal



**Amendment No. 0005**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County**

**on behalf of the**

**Gila County Juvenile Detention Center**

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

Page  
1 of 4

2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE 08/25/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA - Western Regional Office Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400 Phoenix, AZ 85004-3050		CODE 00011	7. ADMINISTERED BY (If other than Item 6) BIA - Western Regional Office Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400 Phoenix, AZ 85004-3050
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  GILA, COUNTY OF 1400 E ASH ST  GLOBE, AZ 85501-1093		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  (X) 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100 (X) 10B. DATED (SEE ITEM 13) 07/13/2011	
CODE *		FACILITY CODE	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

2012 - 2013 - - H0L400 - - 258A - - J3120 - - - - - \$30,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

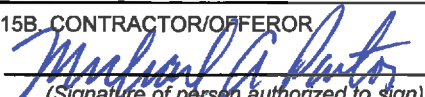
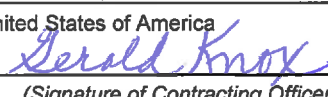
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. INCREASE the total contract amount by \$30,000.00 for payment purpose.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael A. Pastor, Chairman	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10-22-13
16B. United States of America BY  (Signature of Contracting Officer)	16C. DATE SIGNED 08/25/2012

<b>Line Item Summary</b>	<b>Document Nur</b> A11PC00100/0005	<b>Title</b> COUNTY OF GILA	<b>Page</b> 2 of 4
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**Total Funding:** \$113,400.00

<b>FYs</b>	<b>Fund</b>	<b>Budget Org</b>	<b>Sub</b>	<b>Object Class</b>	<b>Sub</b>	<b>Program</b>	<b>Cost Org</b>	<b>Sub</b>	<b>Proj/Job No.</b>	<b>Sub</b>	<b>Reporting Category</b>
<b>Division</b>	<b>Closed FYs</b>	<b>Cancelled Fund</b>									

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start date to End date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost</b>
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**VENDOR CODE:** 147259191

0003	Option Year 1 - Contracted bed space for Tribal offenders	03/31/2013 (04/01/2012 to 03/31/2013)	0.00	YR	\$30,000.00	\$30,000.00
	Change in Unit Price					OPTION PERIOD

**Previous Total:** \$83,400.00  
**Modification Total:** \$30,000.00  
**Grand Total:** \$113,400.00  
(Includes Discounts)

*Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051  
Note: Funding shall be incorporated by Modification upon availability of funds.*

<b>Contract Level Funding Summary</b>	<b>Document Number</b> A11PC00100/0005	<b>Title</b> COUNTY OF GILA	<b>Page</b> 3 of 4
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<u><b>Funding Strip Code</b></u>	<u><b>Change in Funded Amount</b></u>
2012 - 2013 - - HOL400 - - 258A - - J3120 - - - - -	\$30,000.00

**Address Detail****Title**  
COUNTY OF GILA**Document Numt**  
A11PC00100/0005**Page**  
4 of 4**Shipping Addresses**

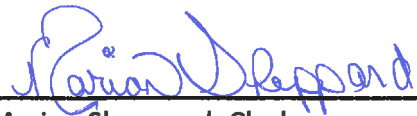
<b>Code</b>	<b>Detail</b>
0001	<b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> District III 2600 N Central Avenue 8th Floor  Phoenix AZ 85004 <b>Attn:</b> Jaki Baha-Alchesay, Law Enforcement Assistant <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.

**Invoice Addresses**

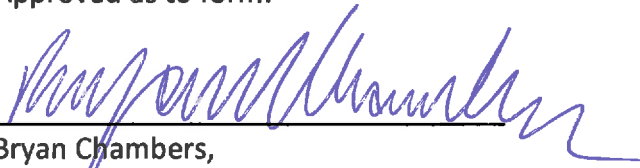
<b>Code</b>	<b>Detail</b>
0001	<b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352  Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.

Contract No. A11PC00100 – Amendment No. 0005  
between Bureau of Indian Affairs and Gila County,  
on behalf of the Gila County Juvenile Detention Center  
Page 6 of 6

Attest:

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

Approved as to form:

  
\_\_\_\_\_  
Bryan Chambers,  
Deputy Attorney Principal

**Amendment No. 0004**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County on behalf of the**

**Gila County Juvenile Detention Center**

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

Page  
1 of 3

2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 05/31/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA - Western Regional Office Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400 Phoenix, AZ 85004-3050		CODE 00011	7. ADMINISTERED BY (If other than Item 6) BIA - Western Regional Office Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400 Phoenix, AZ 85004-3050
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  GILA, COUNTY OF 1400 E ASH ST GLOBE, AZ 85501-1093		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100	
		(X) 10B. DATED (SEE ITEM 13) 07/13/2011	
CODE *		FACILITY CODE	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

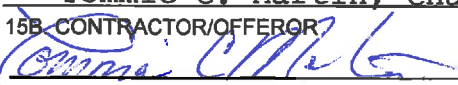
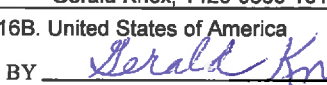
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. DECREASE the total contract amount by \$17,000.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Tommie C. Martin, Chairman	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8/7/12
16B. United States of America BY  (Signature of Contracting Officer)	16C. DATE SIGNED 05/31/2012



<b>Line Item Summary</b>	<b>Document Num'</b> A11PC00100/0004	<b>Title</b> COUNTY OF GILA	<b>Page</b> 2 of 3
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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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VENDOR CODE: 147259191

0003	Option Year 1 - Contracted bed space for Tribal offenders	03/31/2013 (04/01/2012 to 03/31/2013)	0.00	YR	(\$17,000.00)	(\$17,000.00)
	Change in Unit Price					OPTION PERIOD

**Previous Total:** \$100,400.00  
**Modification Total:** (\$17,000.00)  
**Grand Total:** \$83,400.00  
(Includes Discounts)

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051  
Note: Funding shall be incorporated by Modification upon availability of funds.

**Address Detail**

Title

COUNTY OF GILA

Document Number

A11PC00100/0004

Page

3 of 3

**Shipping Addresses**

Code	Detail
0001	<b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> District III 2600 N Central Avenue 8th Floor  Phoenix AZ 85004 <b>Attn:</b> Jaki Baha-Alchesay, Law Enforcement Assistant <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.

**Invoice Addresses**

Code	Detail
0001	<b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352  Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.

Contract No. A11PC00100 - Amendment No. 0004  
between Bureau of Indian Affairs and Gila County,  
on behalf of the Gila County Juvenile Detention Center

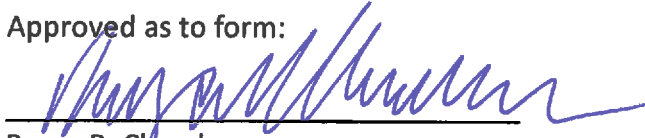
Page 5 of 5

Attest:

A handwritten signature in blue ink, appearing to read "Marian Sheppard", written over a horizontal line.

Marian Sheppard, Chief Deputy Clerk

Approved as to form:

A handwritten signature in blue ink, appearing to read "Bryan B. Chambers", written over a horizontal line.

Bryan B. Chambers,  
Chief Deputy County Attorney

Amendment No. 0003

to

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County on behalf of the

Gila County Juvenile Detention Center

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

Page  
1 of 4

2. AMENDMENT/MODIFICATION NO. 0003

3. EFFECTIVE DATE  
03/14/2012

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE 00011

BIA - Western Regional Office  
Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400  
Phoenix, AZ 85004-3050

7. ADMINISTERED BY (If other than Item 6)

CODE 00011

BIA - Western Regional Office  
Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400  
Phoenix, AZ 85004-3050

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)

GILA, COUNTY OF  
1400 E ASH ST  
GLOBE, AZ 85501-1093

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT/ORDER  
NO. A11PC00100(X) 10B. DATED (SEE ITEM 13)  
07/13/2011

CODE \* FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

2012 - 2013 - - K0L400 - - 258A - - J3130 - - - - - \$25,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN  
THE CONTRACT ORDER NO. IN ITEM 10A.B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as  
changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:



D. OTHER (Specify type of modification and authority)

FAR Clause No. 52.217-09 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. EXTEND the period of performance from March 31, 2012 to March 31, 2013, Option Year 1.

B. INCREASE the total contract amount by \$25,000.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Tommie C. Martin, Chairman

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Gerald Knox, 1420-0660-1012

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

4/17/12

16B. United States of America

BY Gerald Knox  
(Signature of Contracting Officer)

16C. DATE SIGNED

03/14/2012

**Line Item  
Summary**

Document Number

A11PC00100/01

Title

COUNTY OF GILA

Page

2 of 4

**Total Funding:** \$100,400.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
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Division	Closed FYs	Cancelled Fund
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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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VENDOR CODE: 147259191

0003	Option Year 1 - Contracted bed space for Tribal offenders	03/31/2013 (04/01/2012 to 03/31/2013)	0.00	YR	\$25,000.00	\$25,000.00
	Change in Unit Price					OPTION PERIOD

**Previous Total:** \$75,400.00**Modification Total:** \$25,000.00**Grand Total:** \$100,400.00  
(Includes Discounts)

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051  
Note: Funding shall be incorporated by Modification upon availability of funds.

Funding Strip Code  
2012 - 2013 - - K0L400 - - 258A - - J3130 - - - - -

Change in Funded Amount  
\$25,000.00

**Address Detail**

Title

COUNTY OF A

Document Number

A11PC00100/000:

Page

4 of 4

**Shipping Addresses**

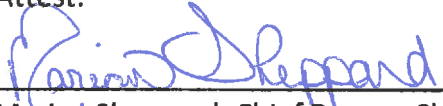
Code	Detail
0001	<b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> District III 2600 N Central Avenue 8th Floor  Phoenix AZ 85004 <b>Attn:</b> Jaki Baha-Alchesay, Law Enforcement Assistant <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.

**Invoice Addresses**

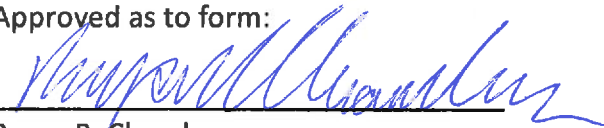
Code	Detail
0001	<b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352  Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.



Attest:

  
\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk

Approved as to form:

  
\_\_\_\_\_  
Bryan B. Chambers,  
Chief Deputy County Attorney

Amendment No. 0002

to

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County on behalf of the

Gila County Juvenile Detention Center

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

Page  
1 of 3

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 10/21/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA - OCFO-Western Division of Acquisition, 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004		CODE KH0230	7. ADMINISTERED BY (If other than Item 6) BIA - OCFO-Western Division of Acquisition, 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  GILA, COUNTY OF 1400 E ASH ST  GLOBE, AZ 85501-1093		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100	
		(X) 10B. DATED (SEE ITEM 13) 07/13/2011	
CODE *		FACILITY CODE	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

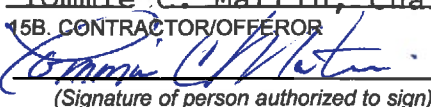

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. INCREASE the total contract amount by \$12,300.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Tommie C. Martin, Chairman	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/15/11
16B. United States of America BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10/21/2011

<b>Line Item Summary</b>	<b>Document Numr</b> A11PC00100/0002	<b>Title</b> COUNTY OF GILA	<b>Page</b> 2 of 3
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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
------------------	-------------	---	----------	---------------	------------	------------

VENDOR CODE: 147259191

0001	Contracted bed space for juvenile offenders at the negotiated rate of \$131.40 per day per (04/01/2011 to 03/31/2012)	03/31/2012	0.00	YR	\$12,300.00	\$12,300.00
------	---	------------	------	----	-------------	-------------

**Change in Unit Price**

juvenile for Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.

The Contractor will assist BIA/OJS by providing housing within its juvenile detention facility for juveniles who have been arrested and awaiting transport, or awaiting awaiting adjudication, servicing sentences, and /or awaiting release from custody as a result of having been arrested or having been convicted of Tribal violations occurring in Indian Country within the BIA Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, within Agency's jurisdiction.

**Previous Total:** \$63,100.00  
**Modification Total:** \$12,300.00  
**Grand Total:** \$75,400.00  
(Includes Discounts)

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051  
Note: Funding shall be incorporated by Modification upon availability of funds.

**Address Detail**

Title

COUNTY OF GILA

Document Numb

A11PC00100/0002

Page

3 of 3

**Shipping Addresses**

Code	Detail
0001	<b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> District III 2600 N Central Avenue 8th Floor  Phoenix AZ 85004 <b>Attn:</b> Jaki Baha-Alchesay, Law Enforcement Assistant <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.

**Invoice Addresses**

Code	Detail
0001	<b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352  Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.

Attest:

  
Marian Sheppard, Chief Deputy Clerk

Approved as to form:

  
Bryan B. Chambers,  
Chief Deputy County Attorney

**Amendment No. 0001**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County on behalf of the**

**Gila County Juvenile Detention Center**

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

Page

1 of 4

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 07/27/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA - OCFO-Western Division of Acquisition, 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004		CODE KH0230	7. ADMINISTERED BY (If other than Item 6) BIA - OCFO-Western Division of Acquisition, 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  GILA, COUNTY OF 1400 E ASH ST  GLOBE, AZ 85501-1093		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100	
		(X) 10B. DATED (SEE ITEM 13) 07/13/2011	
CODE *		FACILITY CODE	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

2011 - 2012 - - K0L400 - - 258A - - J3130 - - - - - \$63,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

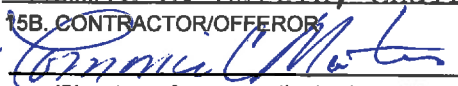

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. INCREASE the total contract amount by \$63,000.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Tommy C. Martin, Chairman	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/15/11
16B. United States of America BY  (Signature of Contracting Officer)	16C. DATE SIGNED 07/27/2011





<b>Contract Level Funding Summary</b>	<b>Document Number</b> A11PC00100/0001	<b>Title</b> COUNTY OF GILA	<b>Page</b> 3 of 4
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<u><b>Funding Strip Code</b></u>	<u><b>Change in Funded Amount</b></u>
2011 - 2012 - - K0L400 - - 258A - - J3130 - - - - -	\$63,000.00

## Address Detail

Title

COUNTY OF GILA

Document Number

A11PC00100/0001

Page

4 of 4

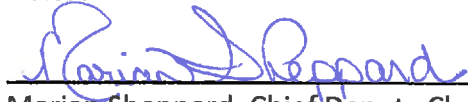
### Shipping Addresses

Code	Detail
0001	<p><b>Org:</b> BIA - Office of Justice Services</p> <p><b>Addr:</b> District III 2600 N Central Avenue 8th Floor</p> <p>Phoenix AZ 85004</p> <p><b>Attn:</b> Jaki Baha-Alchesay, Law Enforcement Assistant</p> <p><b>Phone:</b> (602) 379-6958 ext.</p> <p><b>Fax:</b> (602) 379-6462 ext.</p>

### Invoice Addresses

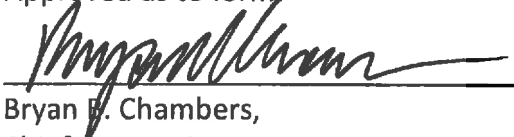
Code	Detail
0001	<p><b>Org:</b> BIA-Albuquerque Accounting Operations</p> <p><b>Addr:</b> 1001 Indian School Road NW, Suite 352</p> <p>Albuquerque NM 87104</p> <p><b>Attn:</b> Cecilia Clark, Financial Manager</p> <p><b>Phone:</b> (505) 563-3151 ext.</p> <p><b>Fax:</b> (505) 563-3038 ext.</p>

Attest:



Marian Sheppard, Chief Deputy Clerk

Approved as to form:



Bryan B. Chambers,  
Chief Deputy County Attorney

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County on behalf of the**

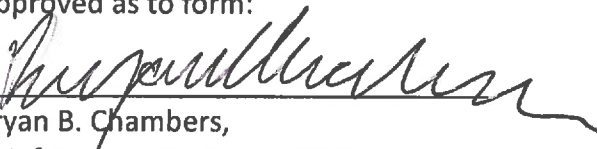
**Gila County Juvenile Detention Center**

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		Rating	Page 1	of Pages 33	
2. CONTRACT (Proc. inst. ident.) NO. A11PC00100		3. EFFECTIVE DATE 04/01/2011		4. REQUISITION/PURCHASE REQUEST PROJECT NO.			
5. ISSUED BY BIA - OCFO-Western Division of Acquisition 2600 N. Central Avenue, Suite 450  Phoenix, AZ 85004-		CODE KH0230	6. ADMINISTERED BY (If other than Item 5) BIA - OCFO-Western Division of Acquisition 2600 N. Central Avenue, Suite 450  Phoenix, AZ 85004-		CODE KH0230		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  GILA, COUNTY OF  1400 E ASH ST GLOBE, AZ 85501-1093			8. DELIVERY <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See below)				
			9. DISCOUNT FOR PROMPT PAYMENT				
CODE *		FACILITY CODE		10. SUBMIT INVOICES (4 Copies unless other - - wise specified) To THE ADDRESS SHOWN IN:		ITEM 12	
11. SHIP TO/MARK FOR Jaki Baha-Alchesay BIA - Office of Justice Services District III 2600 N Central Avenue 8th Floor  Phoenix, AZ 85004-		CODE H0L300	12. PAYMENT WILL BE MADE BY BIA-Albuquerque Accounting Operations 1001 Indian School Road NW, Suite 352  Albuquerque, NM 87104-2303		CODE ABQ		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (1 )			14. ACCOUNTING AND APPROPRIATION DATA 2010 - 2011 - - K0L400 - - 258A - - J3130 - - - - -				
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	<b>SEE LINE ITEM DETAIL</b>						
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$ 100.00</b>		
16. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION CONTRACT FORM		X	I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES AND PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein.  (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) <b>Michael A. Pastor, Chairman</b>				20A. NAME OF CONTRACTING OFFICER Gerald Knox, 1420-0660-1012			
19B. NAME OF CONTRACTOR By <u>Michael A. Pastor</u> (Signature of person authorized to sign)		19C. DATE SIGNED <u>6/27/11</u>		20B. UNITED STATES OF AMERICA By <u>Gerald Knox</u> (Signature of Contracting Officer)		20C. DATE SIGNED <u>05/06/11</u>	

Attest:

  
\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk

Approved as to form:

  
\_\_\_\_\_  
Bryan B. Chambers,  
Chief Deputy County Attorney

Line Item Summary		Document Number		Title		Page	
		A11PC00100		COUNTY OF GILA		2 of 33	
Total Funding:		\$100.00					
FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org
2010 2011		K0L400		258A		J3130	
Division		Closed FYs		Cancelled Fund			
Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)		Quantity	Unit of Issue	Total Cost (Includes Discounts)
VENDOR CODE: 147259191							
0001	Contracted bed space for juvenile offenders at the negotiated rate of \$131.40 per day per	0001	03/31/2012		1.00	YR	\$ 100.00
(04/01/2011 to 03/31/2012)							
juvenile for Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.							
The Contractor will assist BIA/OJS by providing housing within its juvenile detention facility for juveniles who have been arrested and awaiting transport, or awaiting awaiting adjudication, servicing sentences, and /or awaiting release from custody as a result of having been arrested or having been convicted of Tribal violations occurring in Indian Country within the BIA Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, within Agency's jurisdiction.							
0002	Medical Expenses	0002	03/31/2012		1.00	YR	\$ 0.00
(04/01/2011 to 03/31/2012)							
Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.							
0003	Option Year 1 - Contracted bed space for Tribal offenders	0003	03/31/2013		1.00	YR	\$ 0.00
(04/01/2012 to 03/31/2013)							
OPTION PERIOD							
0004	Option Year 1 - Medical Expenses	0004	03/31/2013		1.00	YR	\$ 0.00
(04/01/2012 to 03/31/2013)							
Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.							
0005	Option Year 2 - Contracted bed space for Tribal offenders	0005	03/31/2014		1.00	YR	\$ 0.00
(04/01/2013 to 03/31/2014)							
OPTION PERIOD							



Line Item Summary		Document Number		Title		Page	
		A11PC00100		COUNTY OF GILA		3 of 33	
Total Funding:		\$100.00					
FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org
2010 2011		K0L400		258A		J3130	
Division		Closed FYs		Cancelled Fund			
Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0006	Option Year 2 - Medical Expenses	0006	03/31/2014	1.00	YR	\$ .000	\$ 0.00
			(04/01/2013 to 03/31/2014)				OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						
0007	Option Year 3 - Contracted bed space for Tribal offenders		03/31/2015	1.00	YR	\$ .000	\$ 0.00
			(04/01/2014 to 03/31/2015)				OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						
0008	Option Year 3 - Medical Expenses		03/31/2015	1.00	YR	\$ .000	\$ 0.00
			(04/01/2014 to 03/31/2015)				OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						
0009	Option Year 4 - Contracted bed space for Tribal offenders		03/31/2016	1.00	YR	\$ .000	\$ 0.00
			(04/01/2015 to 03/31/2016)				OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						
0010	Option Year 4 - Medical Expenses		03/31/2016	1.00	YR	\$ .000	\$ 0.00
			(04/01/2015 to 03/31/2016)				OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						

<b>Line Item Summary</b>	<b>Document Number</b> A11PC00100	<b>Title</b> COUNTY OF GILA	<b>Page</b> 4 of 33
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<b>Total Funding:</b>		\$100.00									
<b>FYs</b>	<b>Fund</b>	<b>Budget Org</b>	<b>Sub</b>	<b>Object Class</b>	<b>Sub</b>	<b>Program</b>	<b>Cost Org</b>	<b>Sub</b>	<b>Proj/Job No.</b>	<b>Sub</b>	<b>Reporting Category</b>
<b>Division</b>	<b>Closed FYs</b>		<b>Cancelled Fund</b>								

Line Item Number	Description	(Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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Total Cost: \$100.00

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051  
Note: Funding shall be incorporated by Modification upon availability of funds.

<b>Contract Level Funding Summary</b>	<b>Document Number</b> A11PC00100	<b>Title</b> COUNTY OF GILA	<b>Page</b> 5 of 33
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2010 - 2011 - - K0L400 - - 258A - - J3130 - - - - -

\$100.00

**Total Funding: \$100.00**

<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 6 of 33</b>
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<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 7 of 33</b>
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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 STATEMENT OF WORK

#### Statement of Work Gila County Juvenile Facility

### SECTION 1 - DEFINITIONS

#### 1.1. General Definitions

- 1.1.1. "BIA-OJS" or "Agency" means the United States Department of the Interior, Bureau of Indian Affairs (BIA), Office of Justice Services.
- 1.1.2. "District" means the region(s) of BIA-OJS as designated in this contract.
- 1.1.3. "County" means the County of Gila, in the State of Arizona, and the Gila County Juvenile Detention Center, Globe, Arizona.
- 1.1.4. "Contractor" means the facility, tribe or local government providing the service.
- 1.1.5. "Agency's jurisdiction" means the jurisdiction of the BIA-OJS, Tribes, Truxton Canon Agency, Fort Apache Agency, Colorado River Agency, Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.
- 1.1.6. "Juvenile" means any person who has not attained the age of 18.
- 1.1.7. "BIA-OJS Supervisory Corrections Specialist" means the Agency's District III Supervisory Correctional Specialist (SCS)
- 1.1.8. "Indian Country" has the same meaning as that term is defined in Section 1151 of Title 18, United States Code.
- 1.1.9. "Indian reservation or reservation" means within the exterior boundaries of the Indian Reservation(s) and Indian Allotment(s) under the Fort Apache Agency, Truxton Canon Agency, Colorado River Agency, Salt River Agency.
- 1.1.10. "Tribal prisoner or tribal inmate" means a juvenile arrested under authority of the Tribal Codes(s) of the respective tribes under the jurisdiction of the Fort Apache Agency, Truxton Canon Agency, Colorado River Agency, Salt River Agency, or convicted by a Tribal Court with personal jurisdiction over the offender and subject matter jurisdiction over the offense for a violation of the Tribal code, within the Agency's jurisdiction.
- 1.1.11. "Delinquent child" means a person under (18) years of age, who has committed an act that violates the Law and Order Code and/or or would be a crime if committed by an adult, or is verified fugitive from another jurisdiction. [As amended by Ordinance DOI 3(98)] or detained or convicted by a Tribal Court with personal jurisdiction over the child/offender and subject matter jurisdiction over the Agency's jurisdiction.
- 1.1.12. "Tribal violation" means a violation which offends the criminal laws of the Tribal Court or Code of Federal Regulations Court having jurisdiction of the arresting agency. This provision will not permit the confinement of juvenile offenders whose only charge or conviction is for a status offense as defined by the Office of Juvenile Justice and Delinquency Act of 1974 and subsequent revisions.

### SECTION 2 - GENERAL INFORMATION

#### 2.1. Scope of Work

<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 8 of 33</b>
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The contractor shall provide safe and secure detention/correctional services in accordance with the specific tasks as outlined in Section 3.

2.1.1. Purpose. The (Gila County Juvenile Detention Center) will actively assist the BIA-OJS by providing housing within its detention facility, for adult individuals who have been arrested and awaiting transport, or awaiting adjudication, serving sentences and/or awaiting release from custody as a result of having been arrested, or having been convicted of tribal violations occurring in Indian Country within the Truxton Canon Agency jurisdiction.

## 2.2 Contractor Personnel

2.2.1 The contractor shall provide or designate a qualified and capable on-site contract manager who shall be responsible for the performance of the work.

2.2.1.1. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to the daily operation of this contract.

2.2.1.2. The contract manager or alternate shall be available during normal working hours to discuss issues relating to the contract with authorized government officials specific to this contract.

2.2.2. Contractor Employees. The contractor shall ensure contract employees are qualified and trained in accordance with contractor facility standards.

## 2.3 Quality Control

2.3.1. The contractor shall make available any reports of inspection and/or sanitation reports.

## 2.4 Quality Assurance

2.4.1. The government reserves the right to visit the facility to ensure adequate services are being provided.

## 2.5 Cost for services.

2.5.1 The cost shall be \$131.40 per prisoner day.

2.5.1.1 For the purpose of computing daily cost a "day" shall begin at 12:01 a.m. and end the following midnight.

2.5.1.2. Any part of a day shall be paid on a pro-rated basis (daily).

## 2.6 Contract Information

2.6.1 Contractor: Gila County Juvenile Detention Center  
1425 E South Street  
Globe, AZ 85501  
(928) 425-6051  
Fax (928) 425-3952

2.6.2 Agency: Vincente M. Anchondo, SCS  
2600 N Central Ave  
Phoenix, Arizona 85004  
(602) 379-6958 ext 1809  
(602) 541-7166 (cellular)

## 2.7 Period of Performance.

2.7.1. Shall be for the period beginning April 1, 2011 to March 31, 2016.

## Section 3 - Specific Tasks

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3.1. The Gila County Juvenile Detention Center will accept juvenile offenders who have committed violations of tribal criminal law and who are placed there by the District III SCS or their authorized agents.

3.1.1. The Gila County Juvenile Detention Center agrees to house juvenile inmates and provide the necessary food, shelter and supervision services. Any Bureau or Tribal inmate lodged in the Gila County Juvenile Detention Center facility shall be subject to the same rules and regulations as any other person lodged within the facility.

3.1.2. Any Bureau or Tribal arrestee/prisoner awaiting adjudication or awaiting release who has not served his/her full sentence shall not be released except upon written orders from the appropriate tribal court.

3.1.3. The Gila County Juvenile Detention Center will not accept any person that has attained the age of 18 years for lodging within the facility. Gila County Juvenile Detention Center will accept female and male inmates.

3.1.4. The Agency making the arrest shall be responsible for transporting tribal arrestees and prisoners to the Gila County Juvenile Detention Center, Globe, Arizona, while awaiting adjudication, serving sentence and/or while awaiting release from custody.

3.1.5. Any unusual incident which affects any Bureau or tribal juvenile inmate held under this contract/purchase order will require the Gila County Juvenile Detention Center to contact the SCS within twenty-four (24) hours of its' occurrence, unless the incident resulted in serious injury or medical condition, death, escape, change of location of the tribal arrestee or prisoner, in such instances, the Gila County Juvenile Detention Center will notify the SCS, District III, immediately.

3.2. Medical needs of prisoners.

3.2.1. Whenever feasible and practicable, emergency medical, mental or dental needs of Bureau or Tribal juvenile inmates, who are enrolled members of a Federally-recognized Tribe, shall be provided by the Indian Health Service or a tribal health care facility/provider.

3.2.2. The Gila County Juvenile Detention Center shall promptly notify the BIA-OJS, District III SCS, or designee of such needs to afford the Agency the opportunity to arrange for the treatment and the transport to treatment or to otherwise advise the Gila County Juvenile Detention Center on action to be taken.

3.2.3. In case of extreme emergency where it is not feasible or practicable to seek BIA-OJS advice in advance, the Gila County Juvenile Detention Center may obtain such care for prisoners at local, Federal, or state facilities as emergency needs dictate.

3.2.3.1 In such instances the care provider will be advised by the Gila County Juvenile Detention Center to contact the nearest Indian Health Service facility for further instructions and for claims advice within 72 hours of first furnishing care or treatment.

3.2.3.2. The Gila County Juvenile Detention Center shall promptly notify the SCS, District III of actions taken when such emergency circumstances occur.

3.2.4. The following are health care facilities closest to the Gila County Juvenile Detention Center:

Cobre Valley Community Hospital  
5880 S Hospital Drive  
Globe, Arizona 85501  
(928) 425-3261

3.2.4.1. In case of extreme emergency only, the following Health Care Facility will be used:

Cobre Valley Community Hospital  
5880 S Hospital Drive  
Globe, Arizona 85501  
(928) 425-3261

3.2.5. In instances where Indian Health Service rejects claims for care provided by a non-Indian facility and the costs cannot be recovered by the provider under other federal or state programs, the Gila County Juvenile Detention Center will be billed by the provider.

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3.2.6. BIA-OJS Division of Corrections will only reimburse the Gila County Juvenile Detention Center for medical services if the treatment has been approved by BIA-OJS. BIA-OJS will only reimburse the contractor and not the actual provider of treatment, for authorized emergency medical, mental and dental care and medications.

3.2.7. A medical voucher will be prepared listing alphabetically the health care providers and total amount due to each vendor, the full inmate name, services provided, date of service, and total amount billed for each inmate. Original invoices from the health care provider must be attached to the medical voucher. Invoices must contain name and address of vendor, full inmate name, itemized description of services provided, date of service, cost of inmate's treatment, and total amount to be reimbursed by BIA-OJS. A statement certifying the accuracy of the medical voucher shall be placed on the bottom of each medical voucher by the Gila County Juvenile Detention Center facility administrator.

3.2.8. BIA-OJS will be responsible for providing a medical release of information form signed by the juvenile offender's parent/guardian or custodian for the purpose of obtaining the medical records.

3.2.8.1. The Gila County Juvenile Detention Center will be responsible for providing medical screening of the inmate at the time of booking and the BIA-OJS Police Officer, from their respective Agency, shall provide information regarding any current medical concerns at the time of transportation and booking.

3.2.8.2. BIA OJS or Tribal Police Officer shall be responsible to obtain medical clearance for any known or obvious medical needs prior to incarceration at Gila County Juvenile Detention Center.

#### Section 4 - Negative Declaration

4.1. This Statement of Work (SOW) does not reflect, in this or any other context any party's position with respect to the jurisdictional authority of another. Nothing in this SOW, or in any conduct undertaken pursuant to this SOW, shall be construed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the provisions of this SOW. Nothing herein affects to any extent, statutory or tribal code provisions regarding the sovereign immunity of the parties. Neither this SOW nor the activities of the parties pursuant to this SOW shall be used to affect the legal or equitable position of any party in any pending or future litigation. Nothing in this Statement of Work shall be construed to impact or impair the extradition authority and processes of the Parties.

4.1.2. Nothing in this SOW shall be construed as waiving the sovereign immunity of Gila County Juvenile Detention Center or their employees from suit in State, Tribal or Federal court. Liability for suit in State, Tribal or Federal court is determined by existing State, Tribal and Federal law and is not altered by this Agreement. Nothing in this Agreement waives the sovereign immunity of the United States or BIA Police Officers, except as provided for in the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680.

#### Section 5 - Board Bill

5.1. The Gila County Juvenile Detention Center will submit, by the tenth day of the month, a board bill for the previous month's costs of housing BIA-OJS inmates. The board bill will contain the name and address of the Contractor, the contract or purchase order number, date that the board bill is prepared, name of each inmate housed for BIA-OJS, in conjunction with the number of days or portion of days each inmate was physically housed by the Gila County Juvenile Detention Center, daily inmate rate, and the total amount to be paid by BIA-OJS Division of Corrections. Any discrepancies shall be justified in writing by the Gila County Juvenile Detention Center.

5.1.1. The monthly board bill is to be mailed to:

Bureau of Indian Affairs  
OJS-Accounting Operations  
Attn: Cecilia Clark  
1001 Indian School Road, NW, Suite 352  
Albuquerque, NM 87104

#### Section 6 - Right to Refuse Placement



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6.1. Notwithstanding any of the above provisions of this SOW, should a limit be set by statute, judicial, or administrative decision, or otherwise, on the number of prisoners, which the Gila County Juvenile Detention Center may lawfully lodge in its facility at any one time, then Gila County Juvenile Detention Center may refuse to lodge any BIA-OJS prisoners if the number of prisoners in the Gila County Juvenile Detention Center at that time has reached 75 % of the maximum capacity allowable by law.

#### Section 7 - Hold Harmless

7.1. The Gila County Juvenile Detention Center agrees to hold harmless the BIA-OJS from:

7.1.1. Violation of constitutional rights arising from the detention of persons in the Gila County Juvenile Detention Center pursuant to this SOW.

7.1.2. The BIA-OJS and the Gila County Juvenile Detention Center agrees to assume its' own liability for any and all claims of any nature, including all costs, expenses and attorney's fees, which may in any manner, result from or arise out of this agreement.

#### Section 8 - Indemnification, Liability, and Insurance

8.1 The BIA-OJS assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the County or its officers, pursuant to this SOW.

8.2. The Gila County Juvenile Detention Center assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the BIA-OJS.

8.3. Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance.

8.4. The Gila County Juvenile Detention Center will at all times maintain insurance coverage to protect the BIA-OJS from reasonable loss by liability claims arising out of the negligence of Grady County Detention or its agents or employees in the performance of this SOW.

8.5. Nothing in this SOW is intended to alter the parties' insurance obligations toward their employees or others.

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## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1 52.242-15 STOP-WORK ORDER

AUGUST 1989

(a) The Contracting Officer 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 of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

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## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 INVOICE AND PAYMENT

The Contractor shall submit all original invoice(s) to the Designated Billing Office. In addition, one (1) courtesy copy shall be sent to the Contracting Officer and the Contracting Officer's Representative (COR).

Submit original invoices to:

**Designated Billing Office:** The designated billing office also services as the payment office and will be responsible for obtaining certification from the COR that the payment has been approved (authorized) for payment by the Contracting Officer. Payment will be made by the following designated billing office:

**BIA-Albuquerque Accounting Operations**  
**Attn: Cecilia Clark, Financial Manager**  
**1001 Indian School Road NW, Suite 352**  
**Albuquerque, NM 87104**  
**Telephone No.: (505)563-3151 Facsimile No.: (505)563-3038**

Submit copy of the invoice to the Contracting Officer:

**Gerald Knox, Contract Specialist**  
**BIA-Western Regional Office - Division of Acquisition**  
**2600 N. Central Avenue, 4th Floor**  
**Phoenix, Arizona 85004**  
**Telephone No.: (602)379-4029 Facsimile No.: (602)379-6763**

Submit copy of the invoice to the Contracting Officer's Representative:

**Jaki Baha-Alchesay, Contracting Officer's Representative**  
**BIA - Western Regional Office**  
**District III/Corrections/LEA**  
**2600 N. Central Avenue, 4th Floor**  
**Phoenix, Arizona 85004**  
**Telephone No.: (602) 379-6958 X1824 Facsimile No.: (602)379-6462**

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## SECTION I -- CONTRACT CLAUSES

### I.1 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL JUNE 2010 ITEMS

(a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **Definitions.** The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **Invoice.** (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

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(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

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(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

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(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-05.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

## I.2      52.212-05      **CONTRACT TERMS AND CONDITIONS REQUIRED TO      MARCH 2011** **IMPLEMENT STATUTES OR EXECUTIVE ORDERS--** **COMMERCIAL ITEMS**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_x\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

\_\_\_ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (8) [Reserved]

\_\_\_ (9)(i) 52.219-6, Notice of Total Small Business Set- Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (12)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2010) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (JUL 2010) of 52.219-9.

\_\_\_ (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (14) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (16) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (17) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f).

\_\_\_ (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

\_x\_ (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_x\_ (21) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

\_\_\_ (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_x\_ (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

\_x\_ (24) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

\_x\_ (25) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

\_x\_ (26) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

\_x\_ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (29) 52.223-15, Energy Efficiency in Energy- Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

\_x\_ (31) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).



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- \_\_\_ (32) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- \_\_\_ (33)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (34) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (35) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (36) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- \_\_\_ (37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- \_\_\_ (38) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (39) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_x\_ (40) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- \_\_\_ (41) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (42) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- \_\_\_ (43) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- \_\_\_ (44)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- \_x\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- \_x\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).
- \_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to ment of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for

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construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

### I.3 52.217-08 OPTION TO EXTEND SERVICES

NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

### I.4 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT

MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (Base Year + 4 Option Years).

### I.5 52.232-18 AVAILABILITY OF FUNDS

APRIL 1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

### I.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL

APRIL 1984

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YEAR

Funds are not presently available for performance under this contract beyond **December 31, 2011** . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **December 31, 2011**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

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## SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### J.1 ALL DOI NATIONWIDE - PROHIBITION ON TEXTING WHILE DRIVING

#### Memorandum

**To:** All DOI Employees

**From:** Deputy Secretary

**Subject:** Prohibition on Texting While Driving

Recent deadly crashes involving drivers distracted by text messaging while driving highlight a growing danger. Text messaging causes drivers to take their eyes off the road and at least one hand off the steering wheel, endangering both themselves and others. President Obama recently issued Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." This important order prohibits Federal employees from text messaging while doing any of the following:

- " Driving Government-owned, Government-leased, or Government-rented vehicles (GOVs);
- " Driving privately-owned vehicles (POV) while on official Government business; and
- " Using electronic equipment supplied by the Government (including, but not limited to, cell phones, Blackberries, or other electronic devices) while driving.

A Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment will help save lives, reduce injuries, and set an example for state and local governments, private employers, and individual drivers.

Texting or text messaging means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

In addition, the Executive Order requires Federal agencies to take steps to encourage Federal contractors, subcontractors, recipients, and sub recipients of financial assistance to adopt and enforce their own policies that ban employees from texting while driving GOVs or company-owned, company-leased, or company-rented vehicles or while driving POVs on official Government business or when performing work for, or on behalf of, the Government. Those entities are further encouraged to educate their employees and to urge voluntary compliance with a texting ban for off-duty employees.

All DOI employees are directed to comply with E.O. 13513 immediately, and human capital, procurement, and other applicable teams are directed to update all relevant policies and procedures to include the express prohibitions of the Order as soon as possible. In addition, employees and contractors are strongly encouraged to refrain from off-duty text messaging on personal devices while operating POVs.

#### PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING:

Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (Ref.: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government. Clause 1450-0016-002 is provided in Section I.

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J.2 MEDICAL VOUCHER - ATTACHMENT 1

United States Department of the Interior  
BUREAU OF INDIAN AFFAIRS  
Office of Justice Services  
Division of Corrections

**MEDICAL VOUCHER**

(Attach original invoices only, statements will not be accepted)

I certify that services have been rendered as indicated on the invoice and payment is now due for care provided for Tribal inmate/prisoner as listed on the attached invoice.

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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### J.3 SERVICE CONTRACT ACT - WAGE DETERMINATIONS

WD 05-2024 (Rev.-13) was first posted on www.wdol.gov on 12/14/2010

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 WASHINGTON D.C. 20210

Wage Determination No.: 2005-2024  
 Shirley F. Ebbesen Division of | Revision No.: 13  
 Director Wage Determinations | Date Of Revision: 12/08/2010

State: Arizona

Area: Arizona Counties of Apache, Coconino, Gila, Maricopa, Navajo, Pinal,  
 Yavapai

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	14.85	
01012 - Accounting Clerk II	16.68	
01013 - Accounting Clerk III	18.65	
01020 - Administrative Assistant	25.36	
01040 - Court Reporter	16.73	
01051 - Data Entry Operator I	12.52	
01052 - Data Entry Operator II	13.66	
01060 - Dispatcher, Motor Vehicle	16.40	
01070 - Document Preparation Clerk	13.55	
01090 - Duplicating Machine Operator	13.55	
01111 - General Clerk I	12.53	
01112 - General Clerk II	13.67	
01113 - General Clerk III	15.34	
01120 - Housing Referral Assistant	20.78	
01141 - Messenger Courier	12.33	
01191 - Order Clerk I	12.32	
01192 - Order Clerk II	14.86	
01261 - Personnel Assistant (Employment) I	14.98	
01262 - Personnel Assistant (Employment) II	16.76	
01263 - Personnel Assistant (Employment) III	18.69	
01270 - Production Control Clerk	20.26	
01280 - Receptionist	12.58	
01290 - Rental Clerk	14.97	
01300 - Scheduler, Maintenance	16.66	
01311 - Secretary I	16.66	
01312 - Secretary II	18.64	
01313 - Secretary III	20.78	
01320 - Service Order Dispatcher	14.32	
01410 - Supply Technician	25.36	
01420 - Survey Worker	16.63	
01531 - Travel Clerk I	13.28	
01532 - Travel Clerk II	14.46	
01533 - Travel Clerk III	15.61	
01611 - Word Processor I	13.82	

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01612 - Word Processor II	15.78
01613 - Word Processor III	17.54
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.34
05010 - Automotive Electrician	20.30
05040 - Automotive Glass Installer	19.42
05070 - Automotive Worker	19.42
05110 - Mobile Equipment Servicer	16.62
05130 - Motor Equipment Metal Mechanic	22.69
05160 - Motor Equipment Metal Worker	19.62
05190 - Motor Vehicle Mechanic	21.59
05220 - Motor Vehicle Mechanic Helper	15.12
05250 - Motor Vehicle Upholstery Worker	18.14
05280 - Motor Vehicle Wrecker	19.62
05310 - Painter, Automotive	22.12
05340 - Radiator Repair Specialist	19.58
05370 - Tire Repairer	14.21
05400 - Transmission Repair Specialist	21.59
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.03
07041 - Cook I	10.50
07042 - Cook II	12.16
07070 - Dishwasher	8.60
07130 - Food Service Worker	10.17
07210 - Meat Cutter	16.58
07260 - Waiter/Waitress	9.75
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.50
09040 - Furniture Handler	10.88
09080 - Furniture Refinisher	16.50
09090 - Furniture Refinisher Helper	12.16
09110 - Furniture Repairer, Minor	14.59
09130 - Upholsterer	16.50
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.97
11060 - Elevator Operator	9.97
11090 - Gardener	12.96
11122 - Housekeeping Aide	11.10
11150 - Janitor	11.10
11210 - Laborer, Grounds Maintenance	10.31
11240 - Maid or Houseman	9.59
11260 - Pruner	10.14
11270 - Tractor Operator	12.53
11330 - Trail Maintenance Worker	10.31
11360 - Window Cleaner	12.00
12000 - Health Occupations	
12010 - Ambulance Driver	13.87
12011 - Breath Alcohol Technician	18.71
12012 - Certified Occupational Therapist Assistant	24.60
12015 - Certified Physical Therapist Assistant	18.94
12020 - Dental Assistant	16.61
12025 - Dental Hygienist	34.70
12030 - EKG Technician	21.08
12035 - Electroneurodiagnostic Technologist	21.08
12040 - Emergency Medical Technician	13.87
12071 - Licensed Practical Nurse I	16.73
12072 - Licensed Practical Nurse II	18.71
12073 - Licensed Practical Nurse III	20.87
12100 - Medical Assistant	14.39

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12130 - Medical Laboratory Technician	19.61	
12160 - Medical Record Clerk	13.11	
12190 - Medical Record Technician	15.57	
12195 - Medical Transcriptionist	17.02	
12210 - Nuclear Medicine Technologist	33.98	
12221 - Nursing Assistant I	10.25	
12222 - Nursing Assistant II	11.53	
12223 - Nursing Assistant III	12.58	
12224 - Nursing Assistant IV	14.12	
12235 - Optical Dispenser	15.39	
12236 - Optical Technician	14.85	
12250 - Pharmacy Technician	14.15	
12280 - Phlebotomist	14.12	
12305 - Radiologic Technologist	24.34	
12311 - Registered Nurse I	26.93	
12312 - Registered Nurse II	33.08	
12313 - Registered Nurse II, Specialist	33.08	
12314 - Registered Nurse III	40.02	
12315 - Registered Nurse III, Anesthetist	40.02	
12316 - Registered Nurse IV	47.96	
12317 - Scheduler (Drug and Alcohol Testing)	23.09	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	17.08	
13012 - Exhibits Specialist II	21.08	
13013 - Exhibits Specialist III	25.71	
13041 - Illustrator I	18.79	
13042 - Illustrator II	23.18	
13043 - Illustrator III	28.27	
13047 - Librarian	23.06	
13050 - Library Aide/Clerk	14.20	
13054 - Library Information Technology Systems Administrator	20.92	
13058 - Library Technician	14.08	
13061 - Media Specialist I	15.03	
13062 - Media Specialist II	16.81	
13063 - Media Specialist III	18.75	
13071 - Photographer I	14.99	
13072 - Photographer II	17.27	
13073 - Photographer III	21.32	
13074 - Photographer IV	26.01	
13075 - Photographer V	31.55	
13110 - Video Teleconference Technician	16.68	
14000 - Information Technology Occupations		
14041 - Computer Operator I	15.04	
14042 - Computer Operator II	17.51	
14043 - Computer Operator III	20.13	
14044 - Computer Operator IV	22.75	
14045 - Computer Operator V	24.82	
14071 - Computer Programmer I	23.00	
14072 - Computer Programmer II	24.90	
14073 - Computer Programmer III	(see I)	
14074 - Computer Programmer IV	(see I)	
14101 - Computer Systems Analyst I	(see I)	
14102 - Computer Systems Analyst II	(see I)	
14103 - Computer Systems Analyst III	(see I)	
14150 - Peripheral Equipment Operator	15.04	
14160 - Personal Computer Support Technician	22.75	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.46	



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15020 - Aircrew Training Devices Instructor (Rated)	36.56	
15030 - Air Crew Training Devices Instructor (Pilot)	40.22	
15050 - Computer Based Training Specialist / Instructor	29.46	
15060 - Educational Technologist	21.91	
15070 - Flight Instructor (Pilot)	40.22	
15080 - Graphic Artist	21.68	
15090 - Technical Instructor	20.91	
15095 - Technical Instructor/Course Developer	25.58	
15110 - Test Proctor	16.87	
15120 - Tutor	16.87	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	9.06	
16030 - Counter Attendant	9.06	
16040 - Dry Cleaner	11.32	
16070 - Finisher, Flatwork, Machine	9.06	
16090 - Presser, Hand	9.06	
16110 - Presser, Machine, Drycleaning	9.06	
16130 - Presser, Machine, Shirts	9.06	
16160 - Presser, Machine, Wearing Apparel, Laundry	9.06	
16190 - Sewing Machine Operator	12.05	
16220 - Tailor	12.81	
16250 - Washer, Machine	9.86	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	16.74	
19040 - Tool And Die Maker	22.78	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	13.52	
21030 - Material Coordinator	19.58	
21040 - Material Expediter	19.58	
21050 - Material Handling Laborer	11.91	
21071 - Order Filler	12.24	
21080 - Production Line Worker (Food Processing)	13.52	
21110 - Shipping Packer	14.52	
21130 - Shipping/Receiving Clerk	14.52	
21140 - Store Worker I	9.13	
21150 - Stock Clerk	14.39	
21210 - Tools And Parts Attendant	13.52	
21410 - Warehouse Specialist	13.52	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	26.77	
23021 - Aircraft Mechanic I	25.34	
23022 - Aircraft Mechanic II	26.77	
23023 - Aircraft Mechanic III	28.40	
23040 - Aircraft Mechanic Helper	17.74	
23050 - Aircraft, Painter	24.07	
23060 - Aircraft Servicer	21.28	
23080 - Aircraft Worker	22.80	
23110 - Appliance Mechanic	18.79	
23120 - Bicycle Repairer	12.92	
23125 - Cable Splicer	29.26	
23130 - Carpenter, Maintenance	17.36	
23140 - Carpet Layer	15.63	
23160 - Electrician, Maintenance	20.14	
23181 - Electronics Technician Maintenance I	18.00	
23182 - Electronics Technician Maintenance II	23.29	
23183 - Electronics Technician Maintenance III	25.37	
23260 - Fabric Worker	14.70	
23290 - Fire Alarm System Mechanic	19.80	
23310 - Fire Extinguisher Repairer	15.17	

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23311 - Fuel Distribution System Mechanic	29.33
23312 - Fuel Distribution System Operator	20.70
23370 - General Maintenance Worker	17.48
23380 - Ground Support Equipment Mechanic	25.34
23381 - Ground Support Equipment Servicer	21.28
23382 - Ground Support Equipment Worker	22.80
23391 - Gunsmith I	15.17
23392 - Gunsmith II	18.14
23393 - Gunsmith III	21.09
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.83
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.95
23430 - Heavy Equipment Mechanic	21.55
23440 - Heavy Equipment Operator	21.23
23460 - Instrument Mechanic	24.18
23465 - Laboratory/Shelter Mechanic	19.62
23470 - Laborer	11.55
23510 - Locksmith	19.50
23530 - Machinery Maintenance Mechanic	25.00
23550 - Machinist, Maintenance	17.73
23580 - Maintenance Trades Helper	13.00
23591 - Metrology Technician I	24.18
23592 - Metrology Technician II	25.25
23593 - Metrology Technician III	26.51
23640 - Millwright	23.72
23710 - Office Appliance Repairer	19.75
23760 - Painter, Maintenance	16.50
23790 - Pipefitter, Maintenance	20.86
23810 - Plumber, Maintenance	19.81
23820 - Pneudraulic Systems Mechanic	21.09
23850 - Rigger	21.09
23870 - Scale Mechanic	18.14
23890 - Sheet-Metal Worker, Maintenance	17.99
23910 - Small Engine Mechanic	16.52
23931 - Telecommunications Mechanic I	22.60
23932 - Telecommunications Mechanic II	26.99
23950 - Telephone Lineman	18.23
23960 - Welder, Combination, Maintenance	17.37
23965 - Well Driller	21.09
23970 - Woodcraft Worker	21.09
23980 - Woodworker	14.71
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	16.79
24610 - Chore Aide	10.71
24620 - Family Readiness And Support Services Coordinator	15.56
24630 - Homemaker	18.38
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.78
25040 - Sewage Plant Operator	22.71
25070 - Stationary Engineer	23.78
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	22.71
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.73
27007 - Baggage Inspector	11.01
27008 - Corrections Officer	19.77

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27010 - Court Security Officer	20.49	
27030 - Detection Dog Handler	16.13	
27040 - Detention Officer	19.77	
27070 - Firefighter	21.80	
27101 - Guard I	11.01	
27102 - Guard II	16.13	
27131 - Police Officer I	25.69	
27132 - Police Officer II	28.53	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	13.84	
28042 - Carnival Equipment Repairer	15.17	
28043 - Carnival Equipment Worker	9.89	
28210 - Gate Attendant/Gate Tender	14.95	
28310 - Lifeguard	11.90	
28350 - Park Attendant (Aide)	16.73	
28510 - Recreation Aide/Health Facility Attendant	12.21	
28515 - Recreation Specialist	17.99	
28630 - Sports Official	13.33	
28690 - Swimming Pool Operator	19.72	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	19.45	
29020 - Hatch Tender	19.45	
29030 - Line Handler	19.45	
29041 - Stevedore I	17.16	
29042 - Stevedore II	21.45	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16	
30021 - Archeological Technician I	17.49	
30022 - Archeological Technician II	19.58	
30023 - Archeological Technician III	24.25	
30030 - Cartographic Technician	24.59	
30040 - Civil Engineering Technician	21.56	
30061 - Drafter/CAD Operator I	17.49	
30062 - Drafter/CAD Operator II	19.84	
30063 - Drafter/CAD Operator III	22.12	
30064 - Drafter/CAD Operator IV	26.82	
30081 - Engineering Technician I	16.02	
30082 - Engineering Technician II	17.98	
30083 - Engineering Technician III	21.48	
30084 - Engineering Technician IV	25.33	
30085 - Engineering Technician V	30.27	
30086 - Engineering Technician VI	34.64	
30090 - Environmental Technician	22.20	
30210 - Laboratory Technician	22.92	
30240 - Mathematical Technician	24.69	
30361 - Paralegal/Legal Assistant I	21.19	
30362 - Paralegal/Legal Assistant II	25.09	
30363 - Paralegal/Legal Assistant III	30.61	
30364 - Paralegal/Legal Assistant IV	37.15	
30390 - Photo-Optics Technician	24.69	
30461 - Technical Writer I	22.49	
30462 - Technical Writer II	27.51	
30463 - Technical Writer III	31.24	
30491 - Unexploded Ordnance (UXO) Technician I	22.74	
30492 - Unexploded Ordnance (UXO) Technician II	27.51	
30493 - Unexploded Ordnance (UXO) Technician III	32.97	
30494 - Unexploded (UXO) Safety Escort	22.74	

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30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.12
30621 - Weather Observer, Senior	(see 2) 24.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.17
31030 - Bus Driver	17.45
31043 - Driver Courier	13.84
31260 - Parking and Lot Attendant	10.32
31290 - Shuttle Bus Driver	15.35
31310 - Taxi Driver	10.88
31361 - Truckdriver, Light	15.35
31362 - Truckdriver, Medium	18.71
31363 - Truckdriver, Heavy	19.29
31364 - Truckdriver, Tractor-Trailer	19.29
99000 - Miscellaneous Occupations	
99030 - Cashier	11.86
99050 - Desk Clerk	10.74
99095 - Embalmer	24.27
99251 - Laboratory Animal Caretaker I	10.57
99252 - Laboratory Animal Caretaker II	13.33
99310 - Mortician	28.19
99410 - Pest Controller	14.44
99510 - Photofinishing Worker	13.44
99710 - Recycling Laborer	18.15
99711 - Recycling Specialist	23.31
99730 - Refuse Collector	17.29
99810 - Sales Clerk	12.38
99820 - School Crossing Guard	8.69
99830 - Survey Party Chief	26.46
99831 - Surveying Aide	15.94
99832 - Surveying Technician	22.46
99840 - Vending Machine Attendant	14.89
99841 - Vending Machine Repairer	18.88
99842 - Vending Machine Repairer Helper	14.89

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.50 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

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represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444

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should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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



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

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

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

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

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

**ARF-2823**

**Consent Agenda Item 5. B.**

**Regular BOS Meeting**

**Meeting Date:** 10/28/2014

**Submitted For:** Paula Horn, Deputy Director of Prevention Services

**Submitted By:** Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division

**Department:** Health & Emergency Services Division

**Division:** Prevention Services

**Fiscal Year:** 2013-2014

**Budgeted?:** Yes

**Contract Dates Begin & End:** 10-01-13 through 09-30-18

**Grant?:** Yes

**Matching Requirement?:** No

**Fund?:** Renewal

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Information

Request/Subject

Amendment No. 1 to an Intergovernmental Agreement (Contract No. ADHS14-053062) with Arizona Department of Health Services (ADHS).

Background Information

On October 1, 2013, the Board of Supervisors approved an Intergovernmental Agreement (Contract No. ADHS14-053062) with ADHS. This Intergovernmental Agreement replaced a previous Intergovernmental Agreement that was in place for many years between Gila County and ADHS whereby ADHS provided Gila County with funding for its various nutrition education programs that include the Women, Infant and Child (WIC) Program, Breastfeeding Peer Counseling (BFPC) Program, and Farmers Market Nutrition Program (FMNP).

Evaluation

A new price sheet has been established for the period October 1, 2014, through September 30, 2015, as follows: WIC services in the amount of \$277,125.00, and BFPC services in the amount of \$40,500. FMNP services are also included at \$1.25 per WIC participant on as as-needed basis. This funding will allow Gila County to continue to provide nutrition education services to qualified families.

Conclusion

Without this funding, Gila County would be unable to provide nutrition education services to qualified families.

Recommendation

It is the recommendation of the Director of Health and Emergency Services that the Board of Supervisors approve Amendment No. 1 to Contract No. ADHS14-053062 with ADHS in the total amount of \$317,625.00 to provide continued nutrition education program services for the period of October 1, 2014, through September 30, 2018. The Price Sheet is subject to change after September 30, 2015.

Suggested Motion

Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract No. ADHS14-053062) between the Health and Emergency Services Division and the Arizona Department of Health Services in the amount of \$317,625.00 to allow for the continued provision of nutrition education program services to qualified clients for the period of October 1, 2014, through September 30, 2018.


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Attachments

Amendment 1

Original Contract

Legal Explanation

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: <b>ADHS14-053062</b>	Amendment No. 1	Sr. Procurement Specialist Mr. Tracey Thomas
<b><u>BNPA – WIC, BFPC and FMNP</u></b>			
<b>Effective October 1, 2014 it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:</b>			
1. The WIC Price Sheet from the original Agreement is hereby replaced with the revised WIC Price Sheet of this Amendment number One (1). The total of the Revised WIC Price Sheet is increased from \$268,575.00 to \$277,125.00 due to the following line item changes:			
1.1 Personnel Costs / Salary decreased by \$30,206.00 for a total of \$120,080.00 due to decrease in FTE paid by WIC and decrease in salary for new staff nutritionist position.			
1.2 ERE decreased by \$365.00 for a total of \$56,733.00 due to personnel cost decrease.			
1.3 Travel decreased by \$2,395.00 for a total of \$8,199.00 due to absence of regional training and new software training is held in their city.			
1.4 Other Operating Expense increased by \$708.00 for a total of \$13,874.00 due to increase in cost of supplies and outreach materials.			
<b>Continued on next page</b>			
<b>Gila County Health Services</b> Contractor Name <b>5515 S. Apache Avenue, Suite 100</b> Address <b>Globe Arizona 85501</b> City State Zip		<b>CONTRACTOR SIGNATURE</b> Contractor Authorized Signature <b>Michael A. Pastor</b> Printed Name Chairman, Board of Supervisors Title	
<b>CONTRACTOR ATTORNEY SIGNATURE</b> Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona. Signature _____ Date _____ <b>Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief</b> Printed Name		This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. State of Arizona Signed this _____ day of _____ 2014 Procurement Officer	
<b>Attorney General Contract No. P0012014000078</b> , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona. Signature _____ Date _____ Assistant Attorney General Printed Name:		<b>RESERVED FOR USE BY THE SECRETARY OF STATE</b> <b>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</b>	

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>Error! Main Document Only. ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: <b>ADHS14-053062</b>	Amendment No. 1	Procurement Specialist Mr. Tracey Thomas

- 1.5 Indirect increased by \$2,258.00 for a total of \$15,686.00 due to increase of one percent (1%).
- 1.6 Registered Dietitian increased by \$38,550.00 for a total of \$62,550.00 due to Nutritionist position filled by a Registered Dietitian which has higher salary.
2. The BFPC Price Sheet from the original Agreement is hereby replaced with the revised BFPC Price Sheet of this Amendment number One (1). The total of the Revised BFPC Price Sheet is increased from \$40,000.00 to \$40,500.00 due to the following line item changes:
  - 2.1 Personnel increased by \$2,052.00 for a total of \$24,152.00 due to pay increase.
  - 2.2 Employee Related Expenses decreased by \$542.00 for a total of \$7,690.00 due to decrease in cost of benefits.
  - 2.3 Travel Expense decreased by \$975.00 for a total of \$1,799.00 due to change in staff office location.
  - 2.4 Other Operating Expenses increased by \$283.00 for a total of \$3,174.00 due to purchase of required demonstration materials for both sites.
  - 2.5 Indirect Costs decreased by \$318.00 for a total of \$3,682.00 to accommodate pay raises.
3. Replace in its entirety, Special Terms and Conditions, Provision Seventeen (17), Health Insurance Portability and Accountability Act of 1996 with the following:
  17. Health Insurance Portability and Accountability Act of 1996
    - 17.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.
    - 17.2 If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

**All other provisions of this agreement remain unchanged.**

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: <b>ADHS14-053062</b>	Amendment No. 1	Sr. Procurement Specialist Mr. Tracey Thomas

### PRICE SHEET

October 1, 2014 to September 30, 2015

#### WIC Services

WIC Services Account Classification	Amount
Personnel	\$120,080.00
Employee Related Expenses	\$56,733.00
Professional & Outside Services	\$1.00
Travel Expense	\$8,199.00
Occupancy Expenses	\$1.00
Other Operating Expenses	\$13,874.00
Capital Expenditures	\$1.00
Indirect Cost	\$15,686.00
RD Supplement	\$62,550.00
<b>Total</b>	<b>\$277,125.00</b>

#### Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	\$24,152.00
Employee Related Expenses	\$7,690.00
Professional & Outside Services	\$1.00
Travel Expense	\$1,799.00
Occupancy Expenses	\$1.00
Other Operating Expenses	\$3,174.00
Capital Expenditures	\$1.00
Indirect Costs	\$3,682.00
<b>Total</b>	<b>\$40,500.00</b>

#### Farmer's Market Nutrition Program Services March 1, 2015 to September 30, 2015

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	\$1.25	WIC Participant	AS NEEDED

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: <b>ADHS14-053062</b>	Amendment No. 1	Sr. Procurement Specialist Mr. Tracey Thomas

#### **Additional Terms and Conditions:**

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item is meant to fund additional Registered Dietitian position(s) to meet high risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

#### **Additional WIC Program:**

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2015 is: 1,250

#### **Additional Breastfeeding Peer Counseling Program:**

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

#### **Farmer's Market Nutrition Program:**

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.



# INTERGOVERNMENTAL AGREEMENT(IGA)

Contract No. ADHS14-053062

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
1740 West Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 FAX

Project Title: WIC, BFPC, FMNP Services

Begin Date: October 1, 2013

Geographic Service Area: Gila County

Termination Date: September 30, 2018

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- ☒ Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.  
☐ Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.  
☐ School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.  
☐ City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.  
☐ City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: \_\_\_\_\_  
Federal Employer Identification No.: \_\_\_\_\_  
Tax License No.: \_\_\_\_\_

Contractor Name:  
Gila County Health Services  
Address:  
5515 S. Apache Avenue, Suite 100  
Globe, Arizona 85501

## FOR CLARIFICATION, CONTACT:

Name: Paula Horn  
Phone: 928-425-3231  
FAX No: 928-425-0794

## CONTRACTOR SIGNATURE:

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

*Michael A. Pastor* 10-1-13  
Signature of Person Authorized to Sign Date

Michael A. Pastor, Chairman  
Gila County Board of Supervisors

This Contract shall henceforth be referred to as Contract

No. ADHS14-053062 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona  
Signed this 30<sup>th</sup> day of October, 2013

*Christine Ruth*

Procurement Officer

## CONTRACTOR ATTORNEY SIGNATURE:

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

*Bryan B. Chambers* 10-2-13  
Approved as to form:  
Bryan B. Chambers, Deputy Attorney Principal

Attorney General Contract, No.P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

*Joshua T. Eller* 10-25-13  
Signature Date  
Assistant Attorney General: *Joshua T. Eller*

## RESERVED FOR USE BY THE SECRETARY OF STATE

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

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1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
- 1.2 "ADHS" means Arizona Department of Health Services.
- 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
- 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
- 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
- 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
- 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
- 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
- 1.9 "Days" means calendar days unless otherwise specified.
- 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
- 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
- 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
- 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.



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**2. Contract Type.**

This Contract shall be: (check one)

  X   Cost Reimbursement

**3. Contract Interpretation.**

- 3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 3.3.1 Terms and Conditions;
  - 3.3.2 Statement or Scope of Work;
  - 3.3.3 Attachments;
  - 3.3.4 Referenced Documents.
- 3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

**4. Contract Administration and Operation.**

- 4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

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change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
  - 4.6.1 Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
  - 4.6.2 State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 Property of the State.
  - 4.10.1 Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
  - 4.10.2 Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

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Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3 *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4 Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5 In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.
- 4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

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- 4.12 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

## 5. Costs and Payments.

- 5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2 Recoupment of Contract Payments.
- 5.2.1 *Unearned Advanced Funds*. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
- 5.2.2 *Contracted Services*. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
- 5.2.3 *Refunds*. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 5.2.4 *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.4 Applicable Taxes.
- 5.4.1 *State and Local Transaction Privilege Taxes*. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 5.4.2 *Tax Indemnification*. The Contractor and all subcontractors shall pay all federal, state and local

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taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

## 6. **Contract Changes.**

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 7. **Risk and Liability.**

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses

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(including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, 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 performance of the Contract or use by the State of materials furnished by 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.

7.4 Force Majeure.

7.4.1 *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 *Exclusions.* Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 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

7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3 *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials.**

The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event

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the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

- 8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

- 8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

- 8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

- 8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## 9. **State's Contractual Remedies.**

- 9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor ~~does~~ not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

- 9.2 Stop Work Order.

9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period

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of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

#### 10. **Contract Termination.**

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

#### 10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be



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paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

#### 11. **Arbitration.**

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

#### 12. **Communication.**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

#### 13. **Client Grievances.**

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

#### 14. **Sovereign Immunity.**

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

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**15. Fingerprint and Certification Requirements/Juvenile Services.**

15.1 Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

**16. Administrative Changes.**

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

**17. Survival of Terms After Termination or Cancellation of Contract.**

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

**18. Health Insurance Portability and Accountability Act of 1996 (HIPAA).**

18.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

18.2 If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

**19. Comments Welcome.**

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

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## 1. Background

- 1.1 The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Breastfeeding Peer Counseling Program (BFPC), and the Women and Children's Farmers Market Nutrition Programs (FMNP) for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition Programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

### 1.1.1 WIC Nutrition Services

- 1.1.1.1 The WIC Program accomplishes this goal by providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food instruments/benefits that can be used at ADHS-approved grocery stores and farmers' markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five (5) years of age), a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks.

- 1.1.1.2 To be considered as a WIC Local Agency, the organization must be a local public or private non-profit organization, County health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC Program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potential eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each Local Agency, and quality of performance.

- 1.1.1.2.1 Specific objectives for nutrition services (based on Healthy People 2020 goals) are:

1.1.1.2.1.1 To increase the incidence of breastfeeding to eighty-two percent (82%) of women initiating breastfeeding;

1.1.1.2.1.2 To increase the duration of breastfeeding to sixty-one percent (61%) of women breastfeeding for the first six (6) months of their baby's life;

1.1.1.2.1.3 To increase the duration of breastfeeding to thirty-four percent (34%) of women breastfeeding for the first (1<sup>st</sup>) year of their baby's life;

1.1.1.2.1.4 To increase the rate infants are exclusively breastfed to forty-four percent (44%) at three (3) months and twenty-four percent (24%) at six (6) months;

1.1.1.2.1.5 To reduce the proportion of adults who are considered obese to thirty-one percent (31%);

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1.1.1.2.1.6 To reduce the proportion of children ages two through five (2-5) who are considered obese to ten percent (10%);

1.1.1.2.1.7 To increase the consumption and variety of fruits and vegetables by those two (2) and older;

1.1.1.2.1.8 To increase the consumption of whole grains by those two (2) and older; and

1.1.1.2.1.9 To increase the proportion of children ages zero through two (0-2) who view no television or videos on an average day to forty-five (45%).

## **2. Breastfeeding Peer Counseling (BFPC)**

2.1 In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable. They developed the program "Using Loving Support to Implement Best Practices in Peer Counseling", which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program.

2.2 The discretionary peer counseling services are considered an adjunct support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding.

2.3 Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC Local Agencies are strongly encouraged to provide peer counseling services in addition to the ongoing breastfeeding support to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

## **3. Farmer's Market Nutrition Program (FMNP)**

3.1 The Women and Children Farmers' Market Nutrition Program (FMNP) is intended to increase consumption of locally grown fresh fruits and vegetables by providing FMNP checks to a limited number of WIC women and children to purchase these items directly from growers at ADHS-approved farmers' markets. FMNP is also intended to support local agriculture by expanding the awareness, use of, and sales at farmers' markets.

## **4. Objective**

At a minimum, to provide WIC services while allowing each Local Agency to provide, at their discretion, Breastfeeding Peer Counseling Services and / or Farmers' Market Nutrition Program Services.

## **5. Scope of Work**

5.1 WIC Services

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5.1.1 The WIC Program Contractor shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include, but are not limited to the following activities:

- 5.1.1.1 Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments;
- 5.1.1.2 Provide participant centered nutrition and breastfeeding support services to WIC participants;
- 5.1.1.3 Provide the mandatory and appropriate additional referrals reflecting the needs of the individual WIC participants;
- 5.1.1.4 Issue WIC food instruments/benefits;
- 5.1.1.5 Ensure the collection and recording of accurate information;
- 5.1.1.6 Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services;
- 5.1.1.7 Provide administrative functions for operation of the WIC Program; and
- 5.1.1.8 Prepare and submit all required plans/reports in accordance with this contract and the WIC PPM.

## 5.2 Breastfeeding Peer Counseling (BFPC)

WIC BFPC Contractors shall perform all the work required to administer and provide additional breastfeeding support services to WIC mothers following the Loving Support best practice guidelines for peer counseling services and according to the according to the WIC Policy and Procedure Manual in order to increase the breastfeeding rate and duration of breastfeeding.

## 5.3 Farmer's Market Nutrition Program (FMNP)

5.3.1 WIC FMNP Contractors shall perform all the work required to administer and provide WIC FMNP services to eligible participants including but not limited to:

- 5.3.1.1 Identifying participants and offering program services;
- 5.3.1.2 Distributing information to participants;
- 5.3.1.3 Providing competent staff to perform certification;
- 5.3.1.4 Issuing of FMNP checks;
- 5.3.1.5 Safeguarding FMNP checks;
- 5.3.1.6 Documenting accurately all required information;
- 5.3.1.7 Providing administrative functions necessary for operation of the FMNP;
- 5.3.1.8 Preparing and submitting all required reports in accordance with this Contract; and
- 5.3.1.9 Adhering to all provisions of the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.

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## **6. Tasks and Requirements**

### **6.1 WIC Services Outreach and Referrals**

#### **6.1.1 The Contractor shall:**

- 6.1.1.1 Conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation according to the outreach plan proposal submitted and accepted with this Contract;
- 6.1.1.2 Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts according to the outreach and plan proposal submitted and accepted with this Contract;
- 6.1.1.3 Establish community partnerships with community organizations such as food banks, community organizations, human and social services, school districts, etc. according to the outreach and referral plan proposal submitted and accepted with this Contract; and
- 6.1.1.4 Establish a referral system with breastfeeding/lactation specialists, including but not limited to, International Board Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) according to the outreach and referral plan proposal submitted and accepted with this Contract.

### **6.2 BFPC Outreach**

#### **6.2.1 The Contractor shall:**

- 6.2.1.1 Develop and document an internal referral link between WIC Program and WIC Peer Counseling Program when applicable. Interaction between WIC Program and WIC Peer Counseling Program shall occur at least monthly and may be in the form of site visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff and Peer Counselors.

### **6.3 Participant Records**

#### **6.3.1 The Contractor shall:**

- 6.3.1.1 Follow and maintain documentation of participant centered certification and administrative procedures as described in the WIC PPM, including but not limited to:
  - 6.3.1.1.1 Eligibility and ineligibility determinations;
  - 6.3.1.1.2 Complete nutrition assessments;
  - 6.3.1.1.3 Nutrition and breastfeeding education and support;
  - 6.3.1.1.4 Nutrition and breastfeeding counseling;
  - 6.3.1.1.5 Encourage participants in setting behavioral goals;
  - 6.3.1.1.6 Appropriate referrals;

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- 6.3.1.1.7 Program abuse; and
- 6.3.1.1.8 Food instrument issuances.
- 6.3.1.2 Maintain inventory and accountability records, as set forth in the WIC PPM, of paper food instrument stock and food instruments issued by the Contractor.
- 6.3.1.3 Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 24626 (h)(3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.
- 6.3.1.4 Ensure staff only has access to the WIC Computer Data System and client files for business related reason(s).
- 6.3.1.5 Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed according to the WIC PPM.
- 6.3.1.6 Notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant's confidentiality.
- 6.3.1.7 Immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information, including:
  - 6.3.1.7.1 What data elements were involved and the extent of the data involved in the breach;
  - 6.3.1.7.2 A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;
  - 6.3.1.7.3 A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;
  - 6.3.1.7.4 A description of the probable causes of the improper use or disclosure; and
  - 6.3.1.7.5 Whether Arizona Revised Statutes (A.R.S) § 44-7501 or any other federal or state laws requiring individual notifications of breaches are triggered.
- 6.3.1.8 Provide a written report of the investigation to the Chief of the Bureau of Nutrition and Physical Activity (BNPA)/WIC Director and Program Integrity Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- 6.3.1.9 Notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The BNPA Chief/WIC Director, Program Integrity Manager, and Assistant Attorney General shall approve the time, manner and content of any such notifications. Obtain approval of content and timeline from ADHS prior to sending out of notification to affected individuals.

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- 6.3.1.10 Arrange and pay for any mitigation (e.g. credit monitoring services) for participants at risk of identity theft because of breach of security of information.

#### 6.4 FMNP Participant Records Tasks:

##### 6.4.1 The Contractor shall:

- 6.4.1.1 Document certification and distribution of FMNP checks and submit reports to ADHS according to the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.

#### 6.5 Service Delivery and Program Rules

##### 6.5.1 The Contractor shall:

- 6.5.1.1 Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; To be eligible, program participants shall meet the following requirements:

- 6.5.1.1.1 Household income does not exceed 185% of the current designated federal poverty guidelines or are adjunctively eligible;

- 6.5.1.1.2 Have a nutritional risk as defined in the WIC PPM; and

- 6.5.1.1.3 Reside in Arizona as defined by the WIC PPM.

- 6.5.1.2 Ensure that the program participants are in one (1) of the following categories:

- 6.5.1.2.1 Pregnant women,

- 6.5.1.2.2 Breastfeeding women up to twelve (12) months post-partum,

- 6.5.1.2.3 Non-breastfeeding women up to six (6) months post-partum,

- 6.5.1.2.4 Infants from birth to age one (1), or

- 6.5.1.2.5 Children from age one (1) year through the end of the month in which they turn five (5) years.

- 6.5.1.3 Provide complete nutrition assessment and document results and follow-up in accordance with Value Enhanced Nutrition Assessment (VENA) initiative as outlined in Chapter 2 and 7 of the Arizona WIC Policy and Procedure Manual;

- 6.5.1.4 Provide participant-centered nutrition education to participants and appropriately utilize emotion-based materials provided by the State;

- 6.5.1.5 Assist participants in setting goals for behavioral change and follow-up on goals set;

- 6.5.1.6 Promote breastfeeding to WIC participants and provide breastfeeding education and support, and refer to and promote BFPC Program, when appropriate;

- 6.5.1.7 Prescribe a food package appropriate to the participant's nutritional risk(s) and category, and issue food instruments/benefits as set forth in the WIC PPM;

- 6.5.1.8 Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided



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with written information regarding community services and referrals in accordance with the WIC PPM and Local Agency referral procedures;

- 6.5.1.9 Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support;
- 6.5.1.10 Provide information, check for understanding, and document training to participants on program rules, regulations, WIC approved foods, food instrument/benefit use and redemption including the WIC Cash Value Vouchers (CVV), and if applicable, FMNP checks. The training shall be documented in the participant's record as set forth in the WIC PPM and/or Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;
- 6.5.1.11 Distribute information to all participants regarding the authorized WIC vendors and the location and hours of ADHS approved Arizona Farmers' Markets; and
- 6.5.1.12 Explain to all WIC participants that, in addition to FMNP checks, WIC CVVs may be used to purchase locally grown fresh fruits and vegetables at FMNP approved farmers' markets in Arizona and provide instructions as to how to redeem both types of food instruments.

#### 6.6 Additional BFPC Service Delivery Tasks

##### 6.6.1 The Contractor shall:

- 6.6.1.1 Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program;
- 6.6.1.2 Provide peer counseling services. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic; and
- 6.6.1.3 Provide supervision, mentoring, monitoring, and evaluation of peer counselors.

#### 6.7 Additional FMNP Delivery Tasks

##### 6.7.1 The Contractor shall:

- 6.7.1.1 Identify eligible participants, offer FMNP checks, and provide services to participants in accordance with the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;
- 6.7.1.2 Issue a unique series of ADHS-provided FMNP check numbers after participant has been certified as an eligible WIC participant and has expressed a desire to participate in the program, through the Arizona electronic participant record system;
- 6.7.1.3 Submit a written request to the ADHS FMNP Manager for authorization to utilize a Local Agency WIC staff to train and certify local growers at no extra cost to ADHS. Grower training shall be conducted only by ADHS authorized individuals. Each request to conduct training will be granted on a case-by-case basis, and shall not be performed without receipt of prior written approval from the ADHS FMNP Manager;
- 6.7.1.4 Distribute to participants a brief description of non-allowable and allowable items (Participant Guide and other information provided by ADHS) and the time period for redeeming FMNP checks and WIC CVV's;

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6.7.1.5 Notify ADHS within five (5) working days of receipt of any notification of change to the date, time or location of an individual Farmers' Market; and

6.7.1.6 If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, the Contractor may choose whether or not to distribute the additional checks with no increase in the Contract budget.

## 6.8 Participant-Centered Nutrition Education

### 6.8.1 The Contractor shall:

6.8.1.1 Prepare and submit a two (2) year Nutrition Services Plan for participants to include, but not be limited to:

6.8.1.1.1 Adoption and Implementation of ADHS goals for nutrition services. In addition, Local Agencies will identify their own goals for nutrition services in this plan,

6.8.1.1.2 Adoption and implementation of the State objectives for staff training and client interventions related to the goals for nutrition services. In addition, Local Agencies are required to provide at least one additional objective for each goal,

6.8.1.1.3 Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. A minimum of two (2) nutrition education contacts in each six (6) month certification period shall be made and documented in the participant's record. Breastfeeding women, infants and migrants from any eligibility category are certified for one (1) year and will receive one (1) nutrition education contact for each three (3) month period. Pregnant women certified through six (6) weeks postpartum will receive one (1) nutrition education contact for each three (3) month period,

6.8.1.1.4 Provide and document professional supervision, mentoring and monitoring of paraprofessional staff at the clinic level on a regular basis, as often as necessary, to ensure competence,

6.8.1.1.5 Provide, as often as necessary, high- and medium-risk nutrition education/counseling by a Registered Dietitian RD to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Dietetic Technician Registered to provide medium-risk counseling to participants under the supervision of the RD,

6.8.1.1.6 Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one-sixth (1/6) amount is not expended for nutrition education activities, the Contractor shall return to ADHS an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended. Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:

6.8.1.1.6.1 Salary and other costs for time spent on nutrition education, whether with an individual or group;

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6.8.1.1.6.2 The cost of procuring and producing nutrition education materials;

6.8.1.1.6.3 The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;

6.8.1.1.6.4 The cost of conducting participant evaluations of nutrition education;

6.8.1.1.6.5 The salary and other costs incurred in developing the nutrition education plan; and

6.8.1.1.6.6 Other ADHS-approved costs.

6.8.1.2 Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or Arizona Nutrition Network (AZNN) materials and messages to ensure common nutrition messages; and

6.8.1.3 Provide documentation that a minimum of four percent (4%) of its annual WIC expenditures have been used to support breastfeeding promotion and education. If the four percent (4%) is not expended for breastfeeding promotion and education activities, the Contractor shall return to ADHS an amount equal to the difference between the four percent (4%) and the actual amount expended.

## 6.9 Staffing

### 6.9.1 The Contractor shall:

6.9.1.1 Designate a WIC Program Director/Manager who is an RD, with previous WIC and/or community health experience to manage and administer the WIC Program and provide high-risk nutrition counseling and/or formula authorization to WIC participants. If an RD is on staff to provide the WIC RD services and with prior approval from ADHS, the Local Agency shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration;

6.9.1.2 Identify an RD to serve as the Local Agency Nutrition Coordinator as defined in the WIC PPM. The Nutrition Coordinator will oversee all WIC nutrition services for the Local Agency. If the Local Agency has barriers to this staffing standard, the Contractor shall submit in writing to ADHS its plan for coordination of nutrition services within the Local Agency to be approved by ADHS;

6.9.1.3 Provide an appropriate number of RDs to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM. The Contractor may hire nutrition degree graduates or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant certification under the direction of an RD. If a Local Agency has a barrier to having an RD on staff, the agency must submit in writing to ADHS with their plan for providing high risk nutrition counseling to participants;

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- 6.9.1.4 Provide staff to conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation;
- 6.9.1.5 Provide an appropriate number of adequately trained, competent, certification specialists to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet individual competencies as set forth in the ADHS WIC PPM prior to providing each service such as certifying applicants for participation and/or providing health assessments in the Arizona WIC Program Staff must be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision;
- 6.9.1.6 Provide an appropriate number of adequately trained, competent, nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is highly preferred. These individuals shall meet the competencies for Nutrition Education Specialists as set forth in the ADHS WIC PPM prior to certifying applicants for participation and/or providing nutrition education in the Arizona WIC Program. Staff must be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision;
- 6.9.1.7 Identify an International Board Certified Lactation Consultant (IBCLC) to serve as the local agency Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator will oversee all WIC breastfeeding services for the local agency to ensure all participants have access to breastfeeding promotion and support services. If a local agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of breastfeeding services within the local agency to be approved by ADHS;
- 6.9.1.8 Identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator will oversee and facilitate both new employee and ongoing WIC training for the Local Agency including certifying that staff has met competencies prior to providing services without supervision. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of training services within the Local Agency to be approved by ADHS;
- 6.9.1.9 Provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable; and
- 6.9.1.10 Maintain a record of training provided, monitoring, and observation results of staff competencies in each staff file and/or the state Learning Management System (LMS).

#### 6.10 Additional BFPC Service Staffing

- 6.10.1 The Contractor shall:

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- 6.10.1.1 Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program. Ideal candidate will be an International Board Certified Lactation Consultant (IBCLC), have WIC experience, and be familiar with community resources;
- 6.10.1.2 Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason; and
- 6.10.1.3 Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants.

#### 6.11 Staff Training

##### 6.11.1 The Contractor shall:

- 6.11.1.1 Implement the Blended Learning ADHS training plan for new staff;
- 6.11.1.2 Ensure all WIC staff are registered and complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through ADHS LMS at [www.azdhslearn.gov](http://www.azdhslearn.gov), in accordance with the ADHS WIC PPM;
- 6.11.1.3 In addition to state requirements for competency trainings, implement and adopt the state training standards as reflected in the Nutrition Education Plan and the ADHS WIC PPM. In addition, Local Agencies must participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations;
- 6.11.1.4 Provide training for all new staff members regarding Civil Rights and Americans with Disabilities Act (ADA) during their orientation and, annually, provide all staff with training on Civil Rights and ADA issues by completing the ADHS LMS course on Civil Rights or other courses that will be required by ADHS;
- 6.11.1.5 Provide one (1) representative for a maximum of six (6) mandatory, face-to-face, two (2) day meetings or trainings session in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the Local Agency to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards; and
- 6.11.1.6 Provide one (1) representative for a maximum of 12 iLinc teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings.

#### 6.12 Additional BFPC Staff Training

##### 6.12.1 The Contractor shall:

- 6.12.1.1 Send the WIC Director and the Breastfeeding Peer Counselor Program Manager to a two (2) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term;
- 6.12.1.2 Provide training of Breastfeeding Peer Counselors using the Loving Support through Peer Counseling curriculum within one (1) month of employment;

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6.12.1.3 Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others; and

6.12.1.4 Provide WIC clinic staff the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families" through the Loving Support curriculum at least once per partnering clinic during each Peer Counseling Program contract term.

#### 6.13 Data Collection

6.13.1 The Contractor shall:

6.13.1.1 Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System;

6.13.1.2 Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM; and

6.13.1.3 Ensure WIC Computer Data System users maintain integrity by keeping their username and password secure; and

6.13.1.4 Ensure users do not share their login information with others.

#### 6.14 Administrative Services

6.14.1 The Contractor shall:

6.14.1.1 Comply with the Accounting and Auditing Procedures Manual for Contractors of ADHS Funded programs;

6.14.1.2 Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as an official part of the official accounting system;

6.14.1.3 Ensure the capital equipment listing includes the following:

6.14.1.3.1 Tag or ID number,

6.14.1.3.2 Description,

6.14.1.3.3 Purchase cost or fair market value on date of donation,

6.14.1.3.4 Purchase or donation date,

6.14.1.3.5 Location, and

6.14.1.3.6 Disposal date.

6.14.1.4 Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available;

6.14.1.5 Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of \$5,000 or more;

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- 6.14.1.6 Obtain written permission from ADHS prior to expending WIC funds for the purchase of any non-disposable automated data processing related item: hardware (e.g. computers, printers) or software, regardless of cost as well as their transfer or disposal;
- 6.14.1.7 Obtain specific approval from ADHS prior to the transfer or disposal of any equipment purchased with WIC funds exceeding \$2,500 if purchased prior to October 1, 2010, and \$5,000 or more beginning on October 1, 2010;
- 6.14.1.8 Submit to ADHS for approval any policy or procedure that deviates from those set forth in the Arizona WIC PPM;
- 6.14.1.9 Update the Local Agency information on a timely basis on the [www.azwic.gov](http://www.azwic.gov) website including but not limited to:
  - 6.14.1.9.1 Names of WIC Directors,
  - 6.14.1.9.2 RDs,
  - 6.14.1.9.3 Nutritionists,
  - 6.14.1.9.4 Clinic staff,
  - 6.14.1.9.5 Clinic names,
  - 6.14.1.9.6 Addresses,
  - 6.14.1.9.7 Phone numbers,
  - 6.14.1.9.8 Days and hours of operations, closure days, and
  - 6.14.1.9.9 Other pertinent information for the public to know.
- 6.14.1.10 Provide at least a six (6) month written notice when planning on suspending WIC services at any location;
- 6.14.1.11 Read, timely, all ADHS posted documents and provide requested response on the ADHS SharePoint site;
- 6.14.1.12 Ensure the State Agency has its most recent contact information in an effort to maintain current and accurate information in the Arizona Health Alert Network (AzHAN) account; and
- 6.14.1.13 Maintain documentation records of WIC services according to the WIC PPM, including but not limited to:
  - 6.14.1.13.1 Signed consent forms for anemia screening and anthropometrics,
  - 6.14.1.13.2 Signed Rights and Obligations Form for enrolled participant files (active and inactive),
  - 6.14.1.13.3 Eligible participant files (active and inactive),
  - 6.14.1.13.4 Ineligible applicant forms/files,
  - 6.14.1.13.5 Monthly Participation Reports by Category and Ethnicity,

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- 6.14.1.13.6 Outreach files,
- 6.14.1.13.7 Medical documentation,
- 6.14.1.13.8 Staff files:
  - 6.14.1.13.8.1 Trainings attended;
  - 6.14.1.13.8.2 Skill observations; and
  - 6.14.1.13.8.3 Annual evaluations.
- 6.14.1.13.9 Documentation of dual participation actions,
- 6.14.1.13.10 Waiting lists (when applicable),
- 6.14.1.13.11 Reconciliation of voided food instruments,
- 6.14.1.13.12 Civil rights file to include documentation and resolution of all civil rights complaints,
- 6.14.1.13.13 Documentation of annual civil rights training of all employees, and
- 6.14.1.13.14 Documentation of WIC Confidentiality and Conflict of Interest forms.
- 6.14.1.14 Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM;
- 6.14.1.15 Correct any regulatory deficiency or discrepancy noted during any of the three program Management Evaluations, Audits, Local Agency Compliance Investigations or Program Financial Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented;
- 6.14.1.16 Prepare and submit individual electronic and signed paper copies of the Contractor's Expenditure Reports (CER) for each contracted program according to the instructions and requirements of the WIC PPM;
- 6.14.1.17 Prepare and submit Final Yearly Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year;
- 6.14.1.18 Prepare and submit a WIC Local Agency Mid-Year and Annual Cost Summary that matches the amount in the month of March and Final Yearly Closeout CER invoice respectively in accordance with the requirements in the WIC PPM;
- 6.14.1.19 Prepare and submit an annual update on the Two (2) Year Contractor's Outreach Plan and a progress report on activities accomplished during the year;
- 6.14.1.20 Prepare and submit an annual update on the Two (2) Year Nutrition Education Plan and a progress report on activities accomplished during the year;
- 6.14.1.21 Prepare and submit an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes;



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6.14.1.22 Prepare and submit a Local Agency Annual Summary of the Local Agency self-assessment(s). Local Agency self-assessments must be done annually in the year that the Local Agency has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation; and

6.14.1.23 Prepare and submit all required plans and reports in accordance with the requirements in the WIC PPM.

#### 6.15 Additional Peer Counseling Administrative Services

6.15.1 The Contractor shall:

6.15.1.1 Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS; and

6.15.1.2 Present program logistics, highlights, and data at a Nutrition Programs meeting at a time and location to be determined by ADHS.

#### 6.16 Additional FMNP Administrative Services

6.16.1 The Contractor shall:

6.16.1.1 Assume liability for the distribution and reconciliation of all FMNP checks, and assume financial liability for any checks that cannot be accounted for and reconciled.

### 7. Reference Documents

7.1 Arizona WIC Program Policies and Procedures Manual: Refer to:  
[http://azdhs.gov/azwic/local\\_agencies\\_policyManual.htm](http://azdhs.gov/azwic/local_agencies_policyManual.htm)

7.2 Arizona FMNP Manual: Refer to:  
[http://azdhs.gov/azwic/farmers\\_market.htm](http://azdhs.gov/azwic/farmers_market.htm)

7.3 Federal Regulations: Refer to  
[http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a6980ff847aff32ab535bd37f71ce93d&tpl=/ecfrbrowse/Title07/7cfr246\\_main\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a6980ff847aff32ab535bd37f71ce93d&tpl=/ecfrbrowse/Title07/7cfr246_main_02.tpl)

7.4 7 CFR 246.26 (h)(2): notice to applicants and participants about the use and disclosure of confidential applicant and participant information, and

7.5 7 CFR 246.26 (h)(3): implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

### 8. State Provided Items

8.1 Paper copies of the Arizona WIC Program and the Arizona FMNP Policies and Procedures Manual, upon request.

8.2 Hardware and software necessary for operation of the WIC Computer Database System.

8.3 Learning Management courses for software training and nutrition education courses for staff to complete and/or pass.

8.4 Paper WIC and/or FMNP Food Instrument stock or Blank Electronic Benefit Transfer Card when implemented.

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- 8.5 CER invoice electronic template. The ADHS WIC Program Manager or designee will accept and approve the CER prior to payment.
- 8.6 Nutrition Education Materials for participants.
- 8.7 Quarterly Report template (electronic) for Peer Counseling Program.
- 8.8 Technical assistance and support.
- 8.9 Breastfeeding material lending and library for Peer Counselor use.
- 8.10 Assistance with International Board Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate.
- 8.11 *Loving Support through Peer Counseling* curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate.
- 8.12 FMNP Participant Guides.
- 8.13 Online, downloadable information regarding the location and hours of approved Arizona Farmers' Markets.
- 8.14 Monitoring of WIC Authorized Vendors and Farmers' Markets for compliance with regulations, and coordination with tribal and county officials when doing compliance buys for markets on a reservation.
- 8.15 Periodic redemption reports for issued checks.
- 8.16 Formats for required reports.
- 8.17 Program Integrity staff monitoring reports (monthly).

## 9. Deliverables

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC, BFPC or FMNP shall be incorporated into this Agreement. Furthermore, any policy or procedure that deviates from those set forth in the Arizona WIC Program and / or Arizona Farmers' Market Nutrition Program Policies and Procedures Manuals requires approval from ADHS prior to implementation.

### 9.1 The Contractor shall prepare and submit to ADHS:

- 9.1.1 Updated copies of Local Agency Policies and Procedures that will include coordination and referral procedures with internal and external programs and agencies, i.e. WIC and Peer Counseling;
- 9.1.2 Individual electronic and signed paper copy of the CER invoice, not later than *thirty* (30) days following the end of each report month of the program year;
- 9.1.3 Final CER invoice for each program not later than *forty-five* (45) days following the end of each Contract year;
- 9.1.4 WIC Local Agency Annual Cost Summary matching the final WIC Contractor's CER, not later than *forty-five* (45) days following the end of each Contract year;
- 9.1.5 Each Contracted Program's amendment application by the specified deadline for the following contract year which contains the following information:
  - 9.1.5.1 Request for Caseload to be served;

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- 9.1.5.2 Request for budget and budget justification;
- 9.1.5.3 Updated Participant Nutrition Education Plan for the following contract year and a progress report of the previous year's activities;
- 9.1.5.4 Updated Outreach Plan of each contract year and a progress report of previous year's activities; and
- 9.1.5.5 Any additional services.
- 9.1.6 All required responses to federal and state audits and reviews submitted in a timely manner, according to the deadline dates specified in the audit letters.
- 9.1.7 Additional Peer Counseling Deliverables
  - 9.1.7.1 Quarterly reports for the Peer Counseling Program to be submitted fifteen (15) days after each quarter of the Contract year.

## 10. PERFORMANCE STANDARDS AND AWARDS

- 10.1 Upon Contract finalization, ADHS shall notify the Contractor by certified mail of the assigned caseload, and throughout the term of the Contract, of any changes to the assigned caseload. The Contractor shall maintain an average monthly participation level in accordance with the following table:

Caseload Assignment	% Maintained
<10,000 participants/month	97%
10,000 to <49,999 participants/month	98%
>50,000 participants/month	99%

- 10.2 If, after each quarter of the Federal Fiscal Year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor's current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC Local Agencies in order to fully utilize the resources.
- 10.3 Local Agencies shall be eligible for one (1) or more of the following awards:
- 10.3.1 Any Local Agency in which ninety percent (90%) or more of the certifications six (6) months (October 1 through March 31) have an appropriate TGIF note as verified by the "No notes" and "TGIF detail" reports may receive an award of \$10,000.00 added to their following fiscal year WIC funding formula award if the Contract is extended and additional expenditure can be identified;
  - 10.3.2 Any Local Agency which meets 98% of its documentation requirement in nutrition education for the previous contract year may receive an award of \$5,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;
  - 10.3.3 Any Local Agency in which 25% or more of the infant caseload for a six (6) month time period (October 1 through March 31) were at least six (6) months old and were IEN at six (6) months of age may receive an award of \$10,000 added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;
  - 10.3.4 Pursuant to 7 CFR 246. 14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next contract year; and

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10.3.5 USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average. If funds are awarded to Arizona, each Local Agency program will receive a proration of the amount based upon the number of exclusively nursing women in their Local Agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

## 11. Notices, Correspondence and Reports

### 11.1 Notices, Correspondences and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services  
150 N. 18th Avenue  
Phoenix, Arizona 85007  
Attention: WIC Program Manager

### 11.2 Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Contractor: Gila County Health Services  
Attention: Michael O'Driscoll, Director  
Address: 5515 South Apache Avenue, Suite 100  
City, State, ZIP: Globe, Arizona 85501  
Phone: (928) 425-3231  
Fax: (928) 425-0794  
Email: [modriscoll@co.gila.az.us](mailto:modriscoll@co.gila.az.us)

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## Gila County

### PRICE SHEET

October 1, 2013 to September 30, 2014

#### WIC Services

Account Classification	Amount
<b>Personnel</b>	<b>\$150,286.00</b>
<b>Employee Related Expenses</b>	<b>\$57,098.00</b>
<b>Professional &amp; Outside Services</b>	<b>\$1.00</b>
<b>Travel Expense</b>	<b>\$10,594.00</b>
<b>Occupancy Expenses</b>	<b>\$1.00</b>
<b>Other Operating Expenses</b>	<b>\$13,166.00</b>
<b>Capital Expenditures</b>	<b>\$1.00</b>
<b>Indirect Cost</b>	<b>\$13,428.00</b>
<b>Registered Dietitian</b>	<b>\$24,000.00</b>
<b>Total</b>	<b>\$268,575.00</b>

#### Breastfeeding Peer Counseling Services

Account Classification	Amount
<b>Personnel</b>	<b>\$22,100.00</b>
<b>Employee Related Expenses</b>	<b>\$8,232.00</b>
<b>Professional &amp; Outside Services</b>	<b>\$1.00</b>
<b>Travel Expense</b>	<b>\$2,774.00</b>
<b>Occupancy Expenses</b>	<b>\$1.00</b>
<b>Other Operating Expenses</b>	<b>\$2891.00</b>
<b>Capital Expenditures</b>	<b>\$1.00</b>
<b>Indirect Costs</b>	<b>\$4,000.00</b>
<b>Total</b>	<b>\$40,000.00</b>

#### Farmer's Market Nutrition Program Services

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	\$1.25	WIC Participant	AS NEEDED

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET ATTACHMENT A
ADHS14-053062	

**Additional Terms and Conditions:**

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item is to fund additional Registered Dietitian positions to meet high risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

**Additional WIC Program:**

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2014 is: 1,250

**Additional Breastfeeding Peer Counseling Program:**

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

**Farmer's Market Nutrition Program:**

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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



**ARF-2827**

**Consent Agenda Item 5. C.**

**Regular BOS Meeting**

**Meeting Date:** 10/28/2014

**Submitted For:** Paula Horn, Deputy Director of Prevention Services

**Submitted By:** Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division

**Department:** Health & Emergency Services Division

**Division:** Prevention Services

**Fiscal Year:** 2015

**Budgeted?:** Yes

**Contract Dates Begin & End:** 10/01/14 to 09/30/15

**Grant?:** Yes

**Matching Requirement?:** No

**Fund?:** Renewal

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Information

Request/Subject

Amendment No. 3 to an Intergovernmental Agreement (Contract No. ADHS12-010890) with Arizona Department of Health Services.

Background Information

The Board of Supervisors adopted this Intergovernmental Agreement (IGA) on October 18, 2011. This contract provides funding for continuation of the Commodity Supplemental Foods Program (CSFP) and the Senior Farmers' Market Nutrition Program (SFMNP). This popular program provides approximately 200 low-income individuals, mostly seniors, with a box of commodities each month that provides vital nutrients that participants might not otherwise receive. Farmers' Markets are now featured events during the summer in Payson and Globe.

The Board of Supervisors approved Amendment No. 1 on February 7, 2012 extending the services and the price sheet.

The Board of Supervisors approved Amendment No. 2 on October 22, 2013 extending the services and the price sheet.

Evaluation

This Amendment will replace the Price Sheet section of the Intergovernmental Agreement. CSFP funding will remain level of funding at \$5,448.

Seniors Farmer's Market Nutrition Program will remain fee for service at the same rate of \$1.25 for each unit of check issuance.

Conclusion

This Amendment to the IGA contract provides funding of \$5,488 for continuation of the CSFP from October 1, 2014, to September 30, 2015.

Recommendation

The Director of Health & Emergency Services recommends that the Board of Supervisors approve Amendment No. 3 to the Intergovernmental Agreement Contract No. ADHS12-010890 between the Arizona Department of Health Services and Gila County Division of Health & Emergency Services, which will allow Nutrition Services to continue to provide CSFP services to the residents of Gila County.

Suggested Motion

Approval of Amendment No. 3 to an Intergovernmental Agreement (Contract No. ADHS12-010890) between the Health and Emergency Services Division and the Arizona Department of Health Services in the amount of \$5,488 for the continuation of the Commodities Supplemental Food Program and Senior Farmer's Market Nutrition Program for the period October 1, 2014, to September 30, 2015.

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Attachments

Amendment #3

Amendment #2

Amendment #1

CFSP IGA Contract No. ADHS12-010890

Legal Explanation

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams Street, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-010890	Amendment No. 3	Procurement Specialist Tracey Thomas

<b>BNPA – CFSP/SFMNP</b>	
<p><b>Effective October 1, 2014, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:</b></p> <p>1. The Price Sheet in Amendment One (2) is hereby revised and replaced by the Price Sheet in Amendment Three (3). The total budget amount remained the same at <b>\$5,448.00</b>, and there are no line item changes.</p> <p style="text-align: center;">In ProcureAZ the Contract pricing “Items” tab will be updated upon execution of this Amendment Three (3).</p>	
<b>All other provisions of this agreement remain unchanged.</b>	
Gila County Public Health Services <b>Contractor Name</b> 1400 East Ash Street <b>Address</b> Globe Arizona 85501 <b>City State Zip</b>	<b>CONTRACTOR SIGNATURE</b> Contractor Authorized Signature Michael A. Pastor <b>Printed Name</b> Chairman, Board of Supervisors <b>Title</b>
<b>CONTRACTOR ATTORNEY SIGNATURE</b> Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona. Signature Date Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief <b>Printed Name</b>	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. <b>State of Arizona</b> Signed this _____ day of _____ 2014 <b>Procurement Officer</b>
<b>Attorney General Contract No. P0012014000078</b> , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona. Signature Date Assistant Attorney General <b>Printed Name:</b>	<b>RESERVED FOR USE BY THE SECRETARY OF STATE</b> <b>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</b>

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams Street, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-010890	Amendment No. 3	Procurement Specialist Tracey Thomas

**CSFP and SFMNP Services**

**PRICE SHEET**

**Commodity Supplemental Food Program (CSFP)**

**Effective: October 1, 2014 to September 30, 2015**

<b>LINE ITEM BUDGET</b>	<b>AMOUNT</b>
Personnel Services	\$3,400.00
Employee Related Expenses	\$1,326.00
Professional & Outside Services	\$0.00
Travel Expense	\$600.00
Occupancy Expense	\$0.00
Other Operating Expenses	\$122.00
Capital	\$0.00
Indirect (if authorized)	\$0.00
<b>TOTAL</b>	<b>\$5,448.00</b>

**Senior Farmer's Market Nutrition Program (SFMNP)**

<b>Type of Service</b>	<b>Unit Rate</b>	<b>Unit of Measure</b>	<b>Estimated Number of Participants</b>
WIC SFMNP Check Issuance	\$1.25	WIC Participant	AS NEEDED

**LINE ITEM BUDGET TRANSFERS**

Upon receipt of written authorization from the ADHS Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the Total Budgeted Amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require a Contract Amendment.



INTERGOVERNMENTAL AGREEMENT (IGA)  
AMENDMENT

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
1740 W Adams Street, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: ADHS12-010890

Amendment No 2

Procurement Specialist  
Tracey Thomas

BNPA – CFSP/SFMNP

Effective October 1, 2013, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Terms and Conditions, Section 4, Contract Administration and Operation, Item 4.12, Scrutinized Businesses is hereby deleted
2. The Price Sheet in Amendment One (1) is hereby revised and replaced by the Price Sheet in Amendment Two (2). The total Price Sheet is **\$5,448.00** with the following changes:
  - a. **Personnel Costs** increased by **\$55.00** because more work was completed;
  - b. **Employee Related Expenses** increased by **\$211.00** because more work was completed; and
  - c. **Other Operating Expenses** increased by **\$22.00** because more work was completed.

In ProcureAZ the Contract pricing "Items" tab will be updated upon execution of this Amendment Two (2).

All other provisions of this agreement remain unchanged.

CONTRACTOR SIGNATURE

Gila County Health Department

Contractor Name

1400 East Ash Street

Address

Globe Arizona 85501

City State Zip

Contractor Authorized Signature

Michael A. Pastor

Printed Name

Chairman, Board of Supervisors

Title

CONTRACTOR ATTORNEY SIGNATURE

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

  
Signature Date 10-22-13

Bryan Chambers, Deputy Attorney

Printed Name Principal

Attorney General Contract No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

  
Signature Date 11/14/13

Assistant Attorney General

Printed Name: Patricia LaMagna

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.


State of Arizona

Signed this 15 day of November 2013

Procurement Officer

RESERVED FOR USE BY THE SECRETARY OF STATE

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

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W Adams Street, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-010890	Amendment No 2	Procurement Specialist Tracey Thomas

**CSFP and SFMNP Services**

**PRICE SHEET**

**Commodity Supplemental Food Program (CSFP)**

**Effective: October 1, 2013 to September 30, 2014**

<b>LINE ITEM BUDGET</b>	<b>AMOUNT</b>
Personnel Services	\$3,400.00
Employee Related Expenses	\$1,326.00
Professional & Outside Services	\$0.00
Travel Expense	\$600.00
Occupancy Expense	\$0.00
Other Operating Expenses	\$122.00
Capital	\$0.00
Indirect (if authorized)	\$0.00
<b>TOTAL</b>	<b>\$5,448.00</b>

**Senior Farmer's Market Nutrition Program (SFMNP)**

<b>Type of Service</b>	<b>Unit Rate</b>	<b>Unit of Measure</b>	<b>Estimated Number of Participants</b>
WIC SFMNP Check Issuance	\$1 25	WIC Participant	AS NEEDED

**LINE ITEM BUDGET TRANSFERS**

Upon receipt of written authorization from the ADHS Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the Total Budgeted Amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require a Contract Amendment.



# INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
1740 W Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: ADHS12-010890

Amendment No. 1

Procurement Specialist  
Tracey Thomas

## Bureau of Nutrition and Physical Activity (BNPA) Commodity Supplemental Food Program (CSFP) and Senior Farmers Market Nutritional Program (SFMNP)

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- 1 Replace the original Price Sheet of this Agreement with the revised Price Sheet on Page Two (2) of this Amendment One (1) The overall total of **\$5,160.00** remains the same, however the following line items are corrected:
  - a Personnel: Budget increased to \$395.00 to reflect the correct total amount of **\$3,345.00**.
  - b ERE: Budget increased \$151.00 to reflect the correct total amount of **\$1,115.00**.

All other provisions of this agreement remain unchanged.

Gila County Health Department

Contractor Name

1400 East Ash Street

Address

Globe Arizona 85501

City State Zip

### CONTRACTOR SIGNATURE

In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran

*[Signature]* 2/7/12  
Contractor Authorized Signature

**TOMMIE C MARTIN, CHAIRMAN, BOS**  
Printed Name

Title

### CONTRACTOR ATTORNEY SIGNATURE

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

*[Signature]* 2/7/12  
Signature Date

**BRYAN CHAMBERS, Gila Co. ATTORNEY**  
Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory

State of Arizona

Signed this 1<sup>st</sup> day of March ~~2009~~ 2012

*[Signature]*  
Procurement Officer

Attorney General Contract No. PIGA2010000344, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona


*[Signature]* 2/27/2012  
Signature Date

Assistant Attorney General

Printed Name: **Debra Sterling**

RESERVED FOR USE BY THE SECRETARY OF STATE

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

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: <b>ADHS12-010890</b>	Amendment No. 1	Procurement Specialist Tracey Thomas

**PRICE SHEET FY 2012  
COST REIMBURSEMENT CONTRACT**

<b>LINE ITEM BUDGET</b>	<b>AMOUNT</b>
Personnel Services	\$3,345
Employee Related Expenses	\$1,115
Professional & Outside Services	0
Travel Expense	\$600
Occupancy Expense	0
Other Operating Expenses	\$100
Capital	0
Indirect (if authorized)	0
<b>TOTAL</b>	<b>\$5,160</b>



# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS12-010890

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
1740 West Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 FAX

Project Title: CSFP/SFMNP Program

Begin Date: 10/1/11

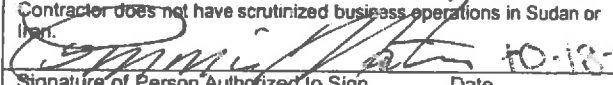

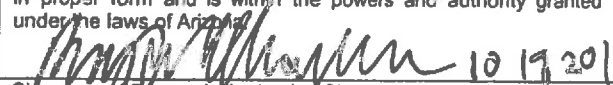
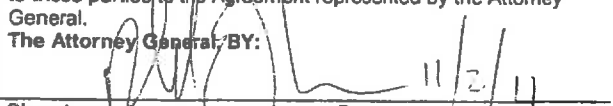
Geographic Service Area: Arizona

Termination Date: 9/30/16

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

☒ **Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.  
☐ **Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.  
☐ **School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.  
☐ **City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.  
☐ **City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

<b>Arizona Transaction (Sales) Privilege:</b> _____		<b>FOR CLARIFICATION, CONTACT:</b>	
<b>Federal Employer Identification No.:</b> _____		Name: <u>URSULA DONEVAN</u>	
<b>Tax License No.:</b> _____		Phone: <u>928-402-8815</u>	
<b>Contractor Name:</b> Gila County Health Department		FAX No: <u>928-425-0794</u>	
<b>Address:</b> 1400 East Ash Globe, AZ 85501			
<b>CONTRACTOR SIGNATURE:</b> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.  Signature of Person Authorized to Sign _____ Date <u>10-18-11</u> <u>TOMMIE C. MARTIN, CHAIRMAN, BOS</u> Print Name and Title		<b>This Contract shall henceforth be referred to as Contract</b> <b>No. ADHS12-010890</b> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract. <b>State of Arizona</b> Signed this <u>16<sup>th</sup></u> day of <u>November</u> , 2011  Procurement Officer	
<b>CONTRACTOR ATTORNEY SIGNATURE:</b> Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.  Signature of Person Authorized to Sign _____ Date <u>10/19/2011</u> <u>BRYAN CHAMBERS, Gila County Attorney</u> Print Name and Title		<b>RESERVED FOR USE BY THE SECRETARY OF STATE</b>  <b>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</b>	
<b>Attorney General Contract, No. PIGA2011000344</b> , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. <b>The Attorney General, BY:</b>  Signature _____ Date <u>11/2/11</u> Assistant Attorney General: Ronald E. Johnson			



Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS12-010890	

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
  - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
  - 1.2 "ADHS" means Arizona Department of Health Services.
  - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
  - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
  - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
  - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
  - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
  - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
  - 1.9 "Days" means calendar days unless otherwise specified.
  - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
  - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
  - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
  - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
  - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
  - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS12-010890	

2. **Contract Type.**

This Contract shall be: (check one)

☐ Fixed Price  
☒ Cost Reimbursement  
☐ Not to Exceed

3. **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope

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of Work, which may be renegotiated.

- 4.3 **New Budget Term.** If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5 **Records and Audit.** Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 **Financial Management.** For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
  - 4.6.1 **Federal Funding.** Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
  - 4.6.2 **State Funding.** Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 **Inspection and Testing.** The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 **Advertising and Promotion of Contract.** The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 **Property of the State.**
  - 4.10.1 **Equipment.** Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
  - 4.10.2 **Title and Rights to Materials.** As used in this section, the term "Materials" means all products

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created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

*Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable

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distribution of Material.

- 4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4.12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

## 5. Costs and Payments

- 5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2 Recoupment of Contract Payments.
- 5.2.1 Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
- 5.2.2 Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor shall be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
- 5.2.3 Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 5.2.4 Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual

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for the ADHS.

#### 5.4 Applicable Taxes.

5.4.1 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

#### 6. Contract Changes

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably

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withhold approval.

## 7. Risk and Liability

- 7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, 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 performance of the Contract or use by the State of materials furnished by 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.
- 7.4 Force Majeure.
- 7.4.1 Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.4.2 Exclusions. Force Majeure shall not include the following occurrences:
- 7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.4.2.2 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
- 7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.4.3 Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

**8. Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**9. State's Contractual Remedies**

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.



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9.2 Stop Work Order.

9.2.1 Terms. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

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10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

## 12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

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13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.
14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.
15. **Fingerprint and Certification Requirements/Juvenile Services.**
  - 15.1 **Paid and Unpaid Personnel.** The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.
  - 15.2 **Costs.** The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.
16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.
17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.
18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.  
  
If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.
19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
ADHS12-010890	

## A. BACKGROUND

The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Commodity Supplemental Food Program (CSFP) and the Senior Farmers Market Nutrition Program (SFMNP). Both USDA programs are discretionary, and each program provides a specific service.

The CSFP is a USDA nutrition program providing food commodities to low-income, nutritionally at-risk women, children up to age six (6) and persons sixty (60) years of age or older. The SFMNP is intended to increase consumption of locally grown fresh fruits and vegetables by providing SFMNP checks to a limited number of seniors participating in the CSFP to purchase these items directly from Growers at ADHS-approved Farmers' Markets. Currently, ADHS contracts with Agencies to provide both CSFP and SFMNP services such as nutrition education and instructions for FMNP check use, and adherence to an agreed upon distribution process.

## B. OBJECTIVE

Contract with viable organizations that can become Program Contractors for either CSFP and SFMNP. A Contractor shall meet CSFP Program requirements and may additionally elect to provide SFMNP services within the five (5) year time period of this Contract. As such, a Contractor may provide CSFP Services only or CSFP and SFMNP services.

## C. SCOPE OF SERVICES

### CSFP

The Contractor shall perform all necessary work required to administer and provide CSFP services to eligible participants according to the Arizona CSFP Policies and Procedures Manual (CSFP PPM). These services include but are not limited to:

1. Identifying clients and offering program services;
2. Distributing information to participants;
3. Providing nutrition education services to participants;
4. Providing competent staff to perform certification and information on distribution procedures for food boxes, such as;
  - 4.1 Safeguarding;
  - 4.2 Warehousing;
  - 4.3 Distributing;
  - 4.4 Tracking, and
  - 4.5 Doing inventory of food ordered and distributed.
5. Documenting accurately all required information;
6. Providing administrative functions necessary for operation of the CSFP;
7. Preparing and submitting all required reports in accordance with this Contract; and
8. Compliance to all provisions of the CSFP PPM.

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
ADHS12-010890	

## **SFMNP**

The Contractor shall perform all necessary work to administer SFMNP services to eligible participants according to the Arizona FMNP Policies and Procedures Manual (FMNP PPM). These services include, but are not limited to:

1. Identifying clients and offering program services;
2. Distributing information to participants;
3. Providing nutrition education services to participants;
4. Providing competent staff to perform certification and information on distribution procedures, such as;
  - 4.1 Safeguarding check stock and issuing checks;
  - 4.2 Documenting accurately all required information;
  - 4.3 Providing administrative functions necessary for the operation of the SFMNP; and
  - 4.4 Preparing and submitting all required reports in accordance with this Contract and adhering to all provisions of the FMNP PPM.

## **D. TASKS**

### **1. Administration**

The Contractor for CSFP Services shall:

- 1.1 Screen program applicants to determine eligibility of program participation in accordance with procedures described in the Arizona CSFP PPM;
- 1.2 Utilize the ADHS database system to certify CSFP participants;
- 1.3 Designate the appropriate food package for the Program Participant in accordance with the Arizona CSFP PPM, to include the following activities:
  - 1.3.1 Provide required certification documents; and
  - 1.3.2 Provide guidance as to location and times for pickup of monthly food boxes.
- 1.4 Provide CSFP participants with written information about available health and social services that the participant may be eligible, and make referrals as necessary;
- 1.5 Provide each program participant with information on Program rules, regulations, foods and food package use;
- 1.6 As needed, develop and submit for ADHS approval a Local Agency Policies and Procedures Manual if current policies and procedures deviate from the Arizona CSFP PPM;
- 1.7 Obtain Health Insurance Portability and Accountability Act (HIPAA) authorization from each affected program participant prior to the release of participant information to any Agency;

The Contractor for SFMNP Services shall:

- 1.8 Provide services to clients in accordance with the Arizona Farmers' Market Nutrition Program

Contract Number ADHS12-010890	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
----------------------------------	--

Policies and Procedures Manual (FMNP PPM);

- 1.9 Utilize the AIM database system to identify eligible participants, offer the program, and issue SFMNP checks to eligible CSFP participants;
- 1.10 Treat FMNP checks as negotiable financial instruments. Contractor shall assume liability for the issuance of SFMNP checks assigned to the Contractor, and assume financial liability for any checks that cannot be accounted for and reconciled;
- 1.11 Submit a written request to the ADHS FMNP Program Manager for authorization to utilize a staff member to train and certify local growers. Grower training shall be conducted only by ADHS authorized individuals. Each request to conduct training shall be granted on a case-by-case basis, and shall not be performed without receipt of prior written approval from the ADHS FMNP Program Manager;
- 1.12 Provide other information as required for ADHS to administer the program in accordance with State and federal regulations; and
- 1.13 If additional funds become available and the Contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor shall choose whether or not to distribute the additional checks with no increase in the Contract budget.

## 2. Distribution

The Contractor for CSFP Services shall:

- 2.1 Distribute and document the issuance of the appropriate food boxes to participants.

The Contractor for SFMNP Services shall:

- 2.2 Distribute to participants a brief description of non-allowable and allowable items (Participant Information Guide and other information provided by ADHS) and the time period for check redemption;
- 2.3 Distribute information to participants regarding the location and hours of ADHS-approved Farmers' Markets;
- 2.4 Distribute information regarding approved Farmers' Markets (provided by ADHS) to participants and notify ADHS within five (5) working days of receipt, of any notification of change from an individual Farmers' Market;
- 2.5 Issue SFMNP checks to persons sixty (60) years of age or older who have been certified or waitlisted for CSFP and desire to participate in the program; and
- 2.6 Encourage and remind participants to visit the farmers' market to redeem checks.

## 3. Nutrition Education

The Contractor for CSFP Services shall:

- 3.1 Provide each CSFP adult program participant (or parent/caretaker for a child participant) with one (1) nutrition education contact in each six (6) month certification period that shall be documented in the participant's AIM database file;
- 3.2 For program participants sixty (60) years of age and older, one (1) nutrition education contact per twelve (12) month certification period shall be provided and documented;

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
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- 3.3 Whenever possible, Arizona Nutrition Network (AZNN) materials and messages provided by ADHS shall be utilized by the Contractor to ensure common nutrition messages.

The Contractor for SFMNP Services shall:

- 3.4 Provide the participant with nutrition education and materials supplied by ADHS and information regarding the identification of seasonal market produce; and

- 3.5 Document the provision of the education according to the Arizona FMNP PPM.

#### 4. Staffing

The Contractor for CSFP and/or SFMNP Services shall:

- 4.1 Designate an individual to serve as the CSFP and/or SFMNP Director/Manager for the Local Agency;

- 4.2 Provide the services of a Community Nutrition Worker(s) in numbers proportionate to the Local Agency's assigned caseload, to certify program participants for CSFP and issue SFMNP checks; and

- 4.3 Provide CSFP clerk(s) to perform administrative support tasks with CSFP clinics, at the option of the Contractor.

#### 5. Training

The Contractor for CSFP and/or SFMNP Services shall:

- 5.1 Provide training to program staff and volunteers on the following subjects;

- 5.1.1 Program rules for CSFP and/or SFMNP;

- 5.1.2 CSFP commodities and food box composition;

- 5.1.3 Use of AIM database system for certifying program participants and recording of food box distribution;

- 5.1.4 As appropriate, ADHS Approved Farmers' Market locations;

- 5.1.5 As appropriate, issuance and education procedures for SFMNP checks; and

- 5.1.6 As appropriate, use of ADHS database system for issuing SFMNP checks.

- 5.2 On an annual basis provide program staff and volunteers with civil rights training in accordance with 7 CFR Part 247.

#### 6. Data Collection

The Contractor for CSFP and/or SFMNP Services shall:

- 6.1 Collect and maintain program and participant demographic information. The following tools and tasks are required;

- 6.1.1 Utilize the hardware and software provided by ADHS to operate the CSFP and/or Seniors Farmers' Market module of the ADHS database system to certify and enroll program participants; and

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- 6.1.2 Complete all data elements required in the ADHS database system as outlined in the Arizona CSFP and/or FMNP PPM.

## 7. Equipment Handling

The Contractor for CSFP and/or SFMNP Services shall:

- 7.1 Comply with the Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs (AAPM) with respect to accountability for equipment purchased with ADHS provided funds;
- 7.2 Maintain a formal inventory listing or subsidiary record of all capital and non-capital equipment provided by ADHS or purchased by the Contractor with CSFP funds. The capital equipment (with a cost of \$1,000.00 or more) listing shall include the following information;
  - 7.2.1 Tag or identification number;
  - 7.2.2 Description;
  - 7.2.3 Purchase cost or fair market value on the date of donation;
  - 7.2.4 Purchase or donation date;
  - 7.2.5 Physical location; and
  - 7.2.6 Date of disposal.
- 7.3 Provide appropriate maintenance and upkeep for all equipment purchased with CSFP funds. Services may be provided by internal Contractor staff or any authorized maintenance contract;
- 7.4 Obtain written permission from ADHS prior to expending CSFP funds to purchase capital equipment;
- 7.5 Obtain written permission from ADHS prior to purchasing automated data processing equipment with CSFP funds; and
- 7.6 Obtain specific written ADHS approval prior to the transfer or disposal of any equipment purchased with CSFP funds.

## 8. Administrative Requirement and Reports

The Contractor for CSFP and/or SFMNP Services shall:

- 8.1 Maintain CSFP and/or SFMNP files in accordance with Arizona CSFP/FMNP PPM guidelines. The following documentation records shall be maintained either as a paper file or in the AIM database:
  - 8.1.1 Eligible participant files (active and inactive) (AIM database);
  - 8.1.2 Number and type of counseling sessions provided to participants regarding their program abuse (paper);
  - 8.1.3 Ineligible participant files and reason for ineligibility (paper);
  - 8.1.4 Food packages authorized for the program participant (AIM);
  - 8.1.5 Staff training files (paper);



Contract Number	INTERGOVERNMENTAL AGREEMENT
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- 8.1.6 Outreach files (paper);
- 8.1.7 Documentation of dual participation actions;
- 8.1.8 Waiting lists (when applicable) (AIM); and
- 8.1.9 Civil Rights file to include documentation and resolution of all civil rights complaints. Civil rights files shall include and provide the following:
  - 8.1.9.1 Racial and Ethnic Participation forms (FNS-191); and
  - 8.1.9.2 Data compilation, records maintenance, and reports submittals as required by USDA to permit effective enforcement of the non-discrimination laws.

#### 9. Participant Requirements

##### CSFP Eligible Program Participant Requirements:

- 9.1 Pregnant women, breastfeeding women up to twelve (12) months postpartum, and non-breastfeeding women up to twelve (12) months postpartum whose household income does not exceed one hundred eighty-five percent (185%) of the current designated federal poverty guidelines and who reside in the service area of the Contractor;
- 9.2 Children one (1) year through five (5) years of age whose household income does not exceed one hundred eighty-five percent (185%) of the current designated federal poverty guidelines and who reside in the service area of the Contractor; and
- 9.3 Persons sixty (60) years of age or older, whose household income does not exceed one hundred and thirty percent (130%) of the current designated federal poverty guidelines and who reside in the service area of the Contractor.

##### SFMNP Program Participants:

- 9.4 CSFP participants sixty (60) years of age and older ( Seniors).

#### E. CONTRACTOR REQUIREMENTS

- 1. The Contractor shall have computer systems that can access the AIM/HANDS ADHSdatabase system to become a CSFP Contractor; and
- 2. The Contractor shall be a **CSFP Agency** with existing access to the ADHS AIM/HANDS database system to become an SFMNP Contractor.

#### F. REFERENCE DOCUMENTS

- 1. Title 7 Code of Federal Regulations (CFR), Part 247- Commodity Supplemental Food Program – Available at [www.gpoaccess.gov](http://www.gpoaccess.gov)
- 2. Arizona Commodity Food Program Policy and Procedures Manual
- 3. Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs
- 4. Title 7 Code of Federal Regulations (CFR) Part 249 – Senior Farmers' Market Nutrition Program. Available at [www.gpoaccess.gov](http://www.gpoaccess.gov)

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5. Arizona Farmers' Market Nutrition Program Policies and Procedures Manual

**G. STATE PROVIDED TASKS/ITEMS**

ADHS FMNP shall provide:

1. Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;
2. Arizona Commodity Supplemental Food Program Policies and Procedures Manual;
3. Accounting and Auditing Procedures Manual for Contractors of ADHS-Funded Programs;
4. Maintenance of ADHS Database System for CSFP staff as required;
5. Educational materials for participants;
6. Client/Participant Information Guide;
7. Information about approved farmers' market locations;
8. Monitoring of Farmers' Markets for compliance with regulations;
9. Periodic redemption reports for issued checks;
10. Formats for required reports;
11. An electronic Contractor's Expenditure Report (CER); and
12. ADHS Database system, currently referred to as AIM but shall be transiting to HANDS.

**H. DELIVERABLES**

The Contractor shall submit:

1. A monthly Contractor's Expenditure Report (CER) for each Program within three (3) weeks after the end of each month in which services were provided. Electronic format of the CER shall be provided;
2. Final CER, which reflects the Contractor's total incurred costs for the fiscal year. Due thirty (60) days after the end of the fiscal year;
3. Copies of any local policies or procedures for approval prior to implementation;

Additional Senior Farmers' Market Deliverables

4. Notification of ADHS FMNP Manager within five (5) working days of receipt of notification of change of hours or location of any Farmers' Market;
5. Written requests for authorization to utilize a Contractor staff member to train and certify local growers, as needed; and
6. All other reports as required in the Arizona FMNP Policies and Procedures Manual.

Contract Number	INTERGOVERNMENTAL AGREEMENT
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I. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES

1. Notices, Correspondence and Reports and CERs concerning CSFP from the Contractor to ADHS shall be sent to:

CSFP Manager  
Arizona Department of Health Services  
150 N. 18th Avenue, Suite 310  
Phoenix, Arizona 85007

2. Notices, Correspondence and Reports and CERs concerning SFMNP from the Contractor to ADHS shall be sent to:

FMNP Manager  
Arizona Department of Health Services  
150 N. 18th Avenue, Suite 310  
Phoenix, Arizona 85007

3. Notices, correspondence, reports and payments from ADHS to Contractor shall be sent to:

Name: GILA COUNTY DIVISION OF HEALTH & EMERGENCY SERVICES

Attention: Jean Dean Sartain

Address: 5515 S APACHE AVE, SUITE 100

City: GLOBE

State and ZIP: AZ 85501

Phone: 928-402-8502

Email: jsartain@co.gila.az.us

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-010890	PRICE SHEET

Agency Name: Gila County

**PRICE SHEET**

Effective 10/1/11

**Cost Reimbursement Line Item Budget**

**CSFP Services**

Account Classification	Amount
Personnel	\$2,950
Employee Related Expenses	\$964
Professional & Outside Services	\$0
Travel Expense	\$600
Occupancy Expenses	\$0
Other Operating Expenses	\$100
Capital Expenditures	\$0
Indirect Cost	\$0
<b>Total</b>	<b>\$5,160</b>

**Senior Farmer's Market Nutrition Program Services**  
Effective 3/1/12

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC SFMNP Check Issuance	\$1.25	WIC Participant	AS NEEDED

**LINE ITEM BUDGET TRANSFERS**

Upon receipt of written authorization from the ADHS Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the Total Budgeted Amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require a Contract Amendment.



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

**ARF-2850**

**Consent Agenda Item 5. D.**

**Regular BOS Meeting**

**Meeting Date:** 10/28/2014

Submitted For: Gary Goettelman      Submitted By: Jonathan Bearup, Deputy Court Administrator, Superior Court

Department: Superior Court      Division: Superior Court Administration

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Information

Request/Subject

Appointment of Justice of the Peace Pro Tempore for the Globe Regional Justice Court.

Background Information

The Presiding Judge of the Superior Court in Gila County has requested the appointment of Steven Burk to serve as Justice of the Peace Pro Tempore.

The Justice of the Peace Pro Tempore for the Globe Regional Justice Court will serve until December 31, 2014, unless terminated earlier by order of the Presiding Judge, pursuant to A.R.S. 22-121 for the purpose of enhancing the court's ability to process cases.

Evaluation

Because of exigent circumstances requiring qualified judicial officers when conflicts arise, or, in the event the Justice of the Peace is absent or unavailable, pursuant to A.R.S. 22-121, the following appointment is requested for Justice of the Peace Pro Tempore of the Globe Regional Justice Court: Steven Burk, to serve from time to time as requested and subject to the availability of funds of the Globe Regional Justice Court. The term of this appointment shall expire on December 31, 2014, unless terminated earlier by order of the Presiding Judge.

Conclusion

The Presiding Judge of the Superior Court in Gila County has requested the appointment of Steven Burk, pursuant to A.R.S. 22-121, for the purposes of enhancing the Court's ability to process cases.

Recommendation

Presiding Judge Peter J. Cahill recommends that the Gila County Board of Supervisors approve the appointment of Steven Burk as Justice of the Peace Pro Tempore for the Globe Regional Justice Court, with the term to expire on December 31, 2014.

Suggested Motion

Approval of the appointment of Steven Burk as Justice of the Peace Pro Tempore of the Globe Regional Justice Court, with his term to expire on December 31, 2014.

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Attachments

BURK BOS APPROVAL

BURK 2014 BOS MEMO

Burk - AQ



**APPROVAL OF APPOINTMENT OF**  
**JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the appointment of **STEVEN E. BURK** as a Justice of the Peace Pro Tempore of the Globe Regional Justice Court in Gila County until December 31, 2014, unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated \_\_\_\_\_ 2014.

GILA COUNTY BOARD OF SUPERVISORS

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

Michael A. Pastor, Chairman



**PETER J. CAHILL**  
Presiding Judge, Division I  
Extension 8686

**KENDALL RHYNE**  
Chief Probation Officer/  
Court Administrator  
Extension 8671

# Superior Court of Gila County

**ROBERT DUBER, II**  
Judge, Division II  
Extension 8690

Gila County Courthouse  
1400 East Ash  
Globe, Arizona 85501  
(928) 425-3231

## MEMORANDUM

**DATE:** October 17, 2014

**TO:** Gila County Board of Supervisors

**FROM:** Peter J. Cahill, Presiding Judge

**RE:** Appointment of Justice of the Peace Pro Tempore for Gila County

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Judge Gary Goettelman requested appointment of **STEVEN E. BURK** as a Justice of the Peace Pro Tempore for the Globe Regional Justice Courts, and I am requesting your approval of his appointment pursuant to A.R.S. §22-121. *(A copy of the Administrative Order is enclosed.)*

This is Mr. Burk's first appointment. Judge Goettelman recommended that Mr. Burk receive this appointment, which will be effective until expiration on December 31, 2014. Compensation for Mr. Burk is subject to availability of funds in the justice court budget. Funds are included in the current fiscal year budget.

I have enclosed a proposed form approving Mr. Burk's appointment for the Board to consider. Thank you for your consideration of this request.

FILED

ARIZONA SUPERIOR COURT  
GILA COUNTY

2014 OCT 20 AM 7:30

ANITA ESCOBEDO, CLERK

BY \_\_\_\_\_ DEPUTY

IN THE MATTER OF THE )  
APPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
GLOBE REGIONAL JUSTICE )  
COURT )

ADMINISTRATIVE ORDER

No. 2014 PJC - 0000 7

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent, and on the recommendation of Judge Goettelman,

**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, appointing **Steven E. Burk** as Justice of the Peace Pro Tempore of the Globe Regional Justice Court to serve from time to time as requested without compensation. This is subject to approval of the Board of Supervisors. The term of the appointment expires December 31, 2014, unless terminated earlier by Order of the Presiding Judge.

Dated: October 17, 2014.



Peter J. Cahill  
Presiding Judge

cc: Hon. Gary Goettelman  
Mr. Steven E. Burk  
Court Administration

**ARF-2853**

**Consent Agenda Item 5. E.**

**Regular BOS Meeting**

**Meeting Date:** 10/28/2014

Submitted For: Shelley  
McPherson,  
HR and Risk  
Management  
Director

Submitted By:  
Shelley McPherson, HR and Risk  
Management Director, Human  
Resources Department

Department: Human Resources Department

Fiscal Year: 2014-2015      Budgeted?: No

Contract Dates June 30, 2014      Grant?: No

Begin & End: - forward

Matching No      Fund?: Replacement

Requirement?:

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Information

Request/Subject

Classification & Compensation Study Grade and Salary Update

Background Information

N/A

Evaluation

UM Global HR Consultants re-reviewed the Civil Bureau Chief position and recommended a change in grade and in salary.

Conclusion

Approval of this item will move the Civil Bureau Chief position to the new grade and the incumbent to the new salary.

Recommendation

Staff recommends that the Board approve the Classification and Compensation Grade and Salary Update by UM Global HR Consultants (Attachment A).

Suggested Motion

Approval of the Human Resources Action Items report, Classification & Compensation Study Grade and Salary Update (Attachment A), including a grade and salary change based on a correction by UM Global HR Consultants effective June 30, 2014.

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Attachments

Attachment A

ATTACHMENT A  
HUMAN RESOURCES ACTION ITEM  
CLASSIFICATION AND COMPENSATION GRADE AND SALARY UPDATE  
Effective 6/30/2014

Chambers, Bryan	2308	Civil Bureau Chief	County Attorney	480
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**ARF-2834**

**Consent Agenda Item 5. F.**

**Regular BOS Meeting**

**Meeting Date:** 10/28/2014

Submitted For: Steve Sanders, Deputy Director    Submitted By: Steve Sanders, Deputy Director, Public Works Division

Department: Public Works Division    Division: Engineering

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Information

Request/Subject

Resolution No. 14-10-04 to Dispose of an Unnecessary Public Roadway-Rialto Street

Background Information

During the regular scheduled meeting of the Gila County Board of Supervisors on October 7, 2014, the Board accepted a bid in the amount of \$190.00 from Beverly DalMolin Tomerlin, and a bid of \$41.00 from Stella M. Norton for the purchase of Rialto Street.

Evaluation

The bidders have met all of the requirements of the current Gila County policy on abandonments 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 Rialto Street, and the Chairman needs to sign quit claim deeds to deed the abandoned roadway to Beverly DalMolin Tomerlin and Stella M. Norton.

Recommendation

It is the recommendation of the Public Works Division Deputy Director that the Board of Supervisors adopt Resolution No. 14-10-04 and authorize the Chairman's signature on the quit claim deeds.

Suggested Motion

Adoption of Resolution No. 14-10-04 authorizing the disposal of an unnecessary public roadway being a portion of Rialto Street, between Central Avenue and Tremont Boulevard as shown on the Map of South Globe, Official Map No. 20, Gila County Records, and authorizing the Chairman of the Board of Supervisors to execute and deliver in the name and under the seal of the County of Gila, quit claim deeds conveying the abandoned roadway to Beverly DalMolin Tomerlin and Stella M. Norton

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Attachments

Resolution No. 14-10-04 with QCDs

QCD Gila County to Tomerlin

QCD Gila County to Norton



**RESOLUTION NO. 14-10-04**

**A RESOLUTION APPROVING THE DISPOSAL OF AN UNNECESSARY PUBLIC ROADWAY BEING RIALTO STREET AS SHOWN ON THE MAP OF SOUTH GLOBE, OFFICIAL MAP NO. 20, GILA COUNTY RECORDS, GILA COUNTY, ARIZONA**

**WHEREAS**, BEVERLY DALMOLIN TOMERLIN, AND STELLA M. NORTON, are owners of the land adjoining that parcel of land hereinbefore described; and

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

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

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

Section 1: That the portion of land described herein and constituting Rialto Street, as shown on the Map of South Globe, Official Map No. 20, Gila County Records, Gila County, Arizona, is hereby vacated and abandoned, subject, however, to all existing water, gas and utility easements now existing on said parcel of land.

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

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

**PASSED AND ADOPTED** this 28<sup>th</sup> day of October 2014, at Globe, Gila County, Arizona

Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

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

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

Approved as to form:

\_\_\_\_\_  
Bryan Chambers, Deputy County Attorney/Civil Bureau Chief

When recorded return to:  
GILA COUNTY PUBLIC WORKS DEPT.  
745 N. ROSE MOFFORD WAY  
GLOBE, AZ 85501

# QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars (\$10.00), and other valuable considerations, **GILA COUNTY, a BODY POLITIC**, does hereby release, remise, and forever quitclaim unto **BEVERLY DALMOLIN TOMERLIN, a married woman as her sole and separate property**, the Releasee, with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

**See Exhibits “A” through “D” attached and made part hereof**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014

Approved:

Attest:

Michael A. Pastor, Chairman  
Gila County Board of Supervisors

Marian Sheppard, Clerk

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

## ACKNOWLEDGMENT

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned Notary Public, personally appeared Michael A. Pastor, 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 Rialto Street**  
**Adjacent to Lots 19 through 27, Block 1,**  
**MAP OF SOUTH GLOBE, Plat Map No. 20**

**Gila County Public Works**  
**Job No. GC2014-21**

**October 13, 2014**  
**Page 1 of 2**

**A parcel of land being a portion of Rialto Street, as shown on MAP OF SOUTH GLOBE, Official Plat Map Number 20, Gila County Records, being situate in the Northwest Quarter (NW 1/4) of Section 36, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;**

**BEGINNING at the Northwest corner of Lot 19, Block 1 of MAP OF SOUTH GLOBE;**

**THENCE Southeasterly, 375 feet (record) along the Westerly lines of Lots 19 through 25 to the Southwest corner of Lot 25, Block 1, said point also being on the Westerly line of Rialto Street;**

**THENCE continuing along Easterly and Northerly line of Rialto Street through a curve to the left, said curve also being the Southerly line of Lot 26, Block 1, and a portion of Lot 27, Block 1, to the intersection of the Westerly line of Tremont Boulevard;**

**THENCE Southerly along said Westerly line of Tremont Boulevard through a curve to the right, to the intersection of the centerline of Rialto Street;**

**THENCE Southwesterly, along the centerline of Rialto Street through a curve to the right and continuing Northwesterly along said centerline to the Southerly line of Central Avenue;**

**THENCE Northeasterly to the Northwest corner of Lot 19, Block 1, and the POINT OF BEGINNING, having an area of 0.392 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 “B”**  
**VACATION DESCRIPTION**  
**Portion of Rialto Street**  
**Adjacent to Lots 4 through 9, Block 13,**  
**MAP OF SOUTH GLOBE, Plat Map No. 20**

**Gila County Public Works**  
**Job No. GC2014-21**

**October 13, 2014**  
**Page 1 of 2**

**A parcel of land being a portion of Rialto Street, as shown on MAP OF SOUTH GLOBE, Official Plat Map Number 20, Gila County Records, being situate in the Northwest Quarter (NW 1/4) of Section 36, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;**

**BEGINNING at the Northeast corner of Lot 4, Block 13, of MAP OF SOUTH GLOBE;**

**THENCE Southeasterly, 300 feet (record) along the Easterly lines of Lots 4 through 9, Block 13, to the Southeast corner of Lot 9, Block 13, said point also being on the Northerly line of Tremont Boulevard;**

**THENCE Northeasterly along said line of Tremont Boulevard to the intersection of the centerline of said 60 feet wide Rialto Street;**

**THENCE Northwesterly 300 feet (record) along said centerline of Rialto Street to the projection of the Northerly line of Lot 4, Block 13;**

**THENCE Southwesterly 30 feet (record) to the Northeast corner of Lot 4, Block 13, and the POINT OF BEGINNING, having an area of 0.207 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 “C”  
VACATION DESCRIPTION  
Portion of Rialto Street  
North of LADD PARK,  
MAP OF SOUTH GLOBE, Plat Map No. 20**

**Gila County Public Works  
Job No. GC2014-21**

**October 13, 2014  
Page 1 of 2**

**A parcel of land being a portion of Rialto Street, as shown on MAP OF SOUTH GLOBE, Official Plat Map Number 20, Gila County Records, being situate in the Northwest Quarter (NW 1/4) of Section 36, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;**

**BEGINNING at the Northwest corner of LADD PARK, of MAP OF SOUTH GLOBE;**

**THENCE Northwesterly along the projected line of the Westerly line of LADD PARK to the centerline of Rialto Street;**

**THENCE Northeasterly along a curve to the left on said centerline of Rialto Street to the intersection of the Westerly line of Tremont Boulevard;**

**THENCE Southwesterly along a curve to the right on said Westerly line of Tremont Boulevard to the Northeast corner of LADD PARK;**

**THENCE Easterly along a curve to the right along the North line of LADD PARK to the Northwest corner of LADD PARK, and the POINT OF BEGINNING, having an area of 0.067 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 “D”  
VACATION DESCRIPTION  
Portion of Rialto Street  
West of LADD PARK,  
MAP OF SOUTH GLOBE, Plat Map No. 20**

**Gila County Public Works  
Job No. GC2014-21**

**October 13, 2014  
Page 1 of 2**

**A parcel of land being a portion of Rialto Street, as shown on MAP OF SOUTH GLOBE, Official Plat Map Number 20, Gila County Records, being situate in the Northwest Quarter (NW 1/4) of Section 36, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;**

**BEGINNING at the Northwest corner of LADD PARK, of MAP OF SOUTH GLOBE;**

**THENCE Northwesterly along the projected line of the Westerly line of LADD PARK to the centerline of Rialto Street;**

**THENCE Northwesterly along a curve to the right on said centerline of Rialto Street to the intersection of the fork of Rialto Street centerlines;**

**THENCE Southeasterly along said centerline of 60 feet wide Rialto Street to the Northerly line of Tremont Boulevard;**

**THENCE Northeasterly along said Northerly line of Tremont Boulevard to the South corner of LADD PARK;**

**THENCE Northwesterly along the Westerly line of LADD PARK to the Northwest corner of LADD PARK, and the POINT OF BEGINNING, having an area of 0.091 acres, more or less.**

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



When recorded return to:  
GILA COUNTY PUBLIC WORKS DEPT.  
745 N. ROSE MOFFORD WAY  
GLOBE, AZ 85501

# QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars (\$10.00), and other valuable considerations, **GILA COUNTY, a BODY POLITIC**, does hereby release, remise, and forever quitclaim unto **STELLA M. NORTON**, the Releasee, with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

**See Exhibits “E” through “G” attached and made part hereof**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014

Approved:

Attest:

Michael A. Pastor, Chairman  
Gila County Board of Supervisors

Marian Sheppard, Clerk

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

## ACKNOWLEDGMENT

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned Notary Public, personally appeared Michael A. Pastor, 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 “E”  
VACATION DESCRIPTION  
Portion of Rialto Street  
Adjacent to Lot 1, Block 13,  
MAP OF SOUTH GLOBE, Plat Map No. 20**

**Gila County Public Works  
Job No. GC2014-21**

**October 13, 2014  
Page 1 of 2**

**A parcel of land being a portion of Rialto Street, as shown on MAP OF SOUTH GLOBE, Official Plat Map Number 20, Gila County Records, being situate in the Northwest Quarter (NW 1/4) of Section 36, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;**

**BEGINNING at the North corner of Lot 1, Block 13 of MAP OF SOUTH GLOBE;**

**THENCE Southeasterly, along the Easterly line of Lot 1 to the East corner of Lot 1, Block 13, said point also being on the Westerly line of Rialto Street;**

**THENCE Northeasterly along the projection of the South line of Lot 1 to the intersection of the centerline of said 60 feet wide Rialto Street;**

**THENCE Northwesterly along said centerline of Rialto Street to the Easterly line of Central Avenue;**

**THENCE Southerly along said Easterly line of Central Avenue to the North corner of Lot 1, Block 13, and the POINT OF BEGINNING, having an area of 0.089 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 “F”**  
**VACATION DESCRIPTION**  
**Portion of Rialto Street**  
**Adjacent to Lot 2, Block 13,**  
**MAP OF SOUTH GLOBE, Plat Map No. 20**

**Gila County Public Works**  
**Job No. GC2014-21**

**October 13, 2014**  
**Page 1 of 2**

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**BEGINNING at the North corner of Lot 2, Block 13 of MAP OF SOUTH GLOBE;**

**THENCE Southeasterly, 50 feet (record) along the Easterly line of Lot 2 to the East corner of Lot 2, Block 13, said point also being on the Westerly line of Rialto Street;**

**THENCE Northeasterly along the projection of the Southerly line of Lot 2 to the intersection of the centerline of said 60 feet wide Rialto Street;**

**THENCE Northwesterly along said centerline of Rialto Street to the projection of the Northerly line of Lot 2;**

**THENCE Southerly along the projection of the Northerly line of Lot 2 to the North corner of Lot 2, Block 13, and the POINT OF BEGINNING, having an area of 0.034 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 “G”  
VACATION DESCRIPTION  
Portion of Rialto Street  
Adjacent to Lot 3, Block 13,  
MAP OF SOUTH GLOBE, Plat Map No. 20**

**Gila County Public Works  
Job No. GC2014-21**

**October 13, 2014  
Page 1 of 2**

**A parcel of land being a portion of Rialto Street, as shown on MAP OF SOUTH GLOBE, Official Plat Map Number 20, Gila County Records, being situate in the Northwest Quarter (NW 1/4) of Section 36, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;**

**BEGINNING at the North corner of Lot 3, Block 13 of MAP OF SOUTH GLOBE;**

**THENCE Southeasterly, 50 feet (record) along the Easterly line of Lot 3 to the East corner of Lot 3, Block 13, said point also being on the Westerly line of Rialto Street;**

**THENCE Northeasterly along the projection of the Southerly line of Lot 3 to the intersection of the centerline of said 60 feet wide Rialto Street;**

**THENCE Northwesterly along said centerline of Rialto Street to the projection of the Northerly line of Lot 3;**

**THENCE Southerly along the projection of the Northerly line of Lot 3 to the North corner of Lot 3, Block 13, and the POINT OF BEGINNING, having an area of 0.034 acres, more or less.**

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

When recorded return to:  
GILA COUNTY PUBLIC WORKS DEPT.  
745 N. ROSE MOFFORD WAY  
GLOBE, AZ 85501

# QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars (\$10.00), and other valuable considerations, **GILA COUNTY, a BODY POLITIC**, does hereby release, remise, and forever quitclaim unto **BEVERLY DALMOLIN TOMERLIN, a married woman as her sole and separate property**, the Releasee, with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

**See Exhibits “A” through “D” attached and made part hereof**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014

Approved:

Attest:

Michael A. Pastor, Chairman  
Gila County Board of Supervisors

Marian Sheppard, Clerk

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

## ACKNOWLEDGMENT

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned Notary Public, personally appeared Michael A. Pastor, 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 Rialto Street**  
**Adjacent to Lots 19 through 27, Block 1,**  
**MAP OF SOUTH GLOBE, Plat Map No. 20**

**Gila County Public Works**  
**Job No. GC2014-21**

**October 13, 2014**  
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**BEGINNING at the Northwest corner of Lot 19, Block 1 of MAP OF SOUTH GLOBE;**

**THENCE Southeasterly, 375 feet (record) along the Westerly lines of Lots 19 through 25 to the Southwest corner of Lot 25, Block 1, said point also being on the Westerly line of Rialto Street;**

**THENCE continuing along Easterly and Northerly line of Rialto Street through a curve to the left, said curve also being the Southerly line of Lot 26, Block 1, and a portion of Lot 27, Block 1, to the intersection of the Westerly line of Tremont Boulevard;**

**THENCE Southerly along said Westerly line of Tremont Boulevard through a curve to the right, to the intersection of the centerline of Rialto Street;**

**THENCE Southwesterly, along the centerline of Rialto Street through a curve to the right and continuing Northwesterly along said centerline to the Southerly line of Central Avenue;**

**THENCE Northeasterly to the Northwest corner of Lot 19, Block 1, and the POINT OF BEGINNING, having an area of 0.392 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 “B”**  
**VACATION DESCRIPTION**  
**Portion of Rialto Street**  
**Adjacent to Lots 4 through 9, Block 13,**  
**MAP OF SOUTH GLOBE, Plat Map No. 20**

**Gila County Public Works**  
**Job No. GC2014-21**

**October 13, 2014**  
**Page 1 of 2**

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**BEGINNING at the Northeast corner of Lot 4, Block 13, of MAP OF SOUTH GLOBE;**

**THENCE Southeasterly, 300 feet (record) along the Easterly lines of Lots 4 through 9, Block 13, to the Southeast corner of Lot 9, Block 13, said point also being on the Northerly line of Tremont Boulevard;**

**THENCE Northeasterly along said line of Tremont Boulevard to the intersection of the centerline of said 60 feet wide Rialto Street;**

**THENCE Northwesterly 300 feet (record) along said centerline of Rialto Street to the projection of the Northerly line of Lot 4, Block 13;**

**THENCE Southwesterly 30 feet (record) to the Northeast corner of Lot 4, Block 13, and the POINT OF BEGINNING, having an area of 0.207 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 “C”  
VACATION DESCRIPTION  
Portion of Rialto Street  
North of LADD PARK,  
MAP OF SOUTH GLOBE, Plat Map No. 20**

**Gila County Public Works  
Job No. GC2014-21**

**October 13, 2014  
Page 1 of 2**

**A parcel of land being a portion of Rialto Street, as shown on MAP OF SOUTH GLOBE, Official Plat Map Number 20, Gila County Records, being situate in the Northwest Quarter (NW 1/4) of Section 36, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;**

**BEGINNING at the Northwest corner of LADD PARK, of MAP OF SOUTH GLOBE;**

**THENCE Northwesterly along the projected line of the Westerly line of LADD PARK to the centerline of Rialto Street;**

**THENCE Northeasterly along a curve to the left on said centerline of Rialto Street to the intersection of the Westerly line of Tremont Boulevard;**

**THENCE Southwesterly along a curve to the right on said Westerly line of Tremont Boulevard to the Northeast corner of LADD PARK;**

**THENCE Easterly along a curve to the right along the North line of LADD PARK to the Northwest corner of LADD PARK, and the POINT OF BEGINNING, having an area of 0.067 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 “D”  
VACATION DESCRIPTION  
Portion of Rialto Street  
West of LADD PARK,  
MAP OF SOUTH GLOBE, Plat Map No. 20**

**Gila County Public Works  
Job No. GC2014-21**

**October 13, 2014  
Page 1 of 2**

**A parcel of land being a portion of Rialto Street, as shown on MAP OF SOUTH GLOBE, Official Plat Map Number 20, Gila County Records, being situate in the Northwest Quarter (NW 1/4) of Section 36, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;**

**BEGINNING at the Northwest corner of LADD PARK, of MAP OF SOUTH GLOBE;**

**THENCE Northwesterly along the projected line of the Westerly line of LADD PARK to the centerline of Rialto Street;**

**THENCE Northwesterly along a curve to the right on said centerline of Rialto Street to the intersection of the fork of Rialto Street centerlines;**

**THENCE Southeasterly along said centerline of 60 feet wide Rialto Street to the Northerly line of Tremont Boulevard;**

**THENCE Northeasterly along said Northerly line of Tremont Boulevard to the South corner of LADD PARK;**

**THENCE Northwesterly along the Westerly line of LADD PARK to the Northwest corner of LADD PARK, and the POINT OF BEGINNING, having an area of 0.091 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.



Notary Public

**EXHIBIT “E”  
VACATION DESCRIPTION  
Portion of Rialto Street  
Adjacent to Lot 1, Block 13,  
MAP OF SOUTH GLOBE, Plat Map No. 20**

**Gila County Public Works  
Job No. GC2014-21**

**October 13, 2014  
Page 1 of 2**

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**BEGINNING at the North corner of Lot 1, Block 13 of MAP OF SOUTH GLOBE;**

**THENCE Southeasterly, along the Easterly line of Lot 1 to the East corner of Lot 1, Block 13, said point also being on the Westerly line of Rialto Street;**

**THENCE Northeasterly along the projection of the South line of Lot 1 to the intersection of the centerline of said 60 feet wide Rialto Street;**

**THENCE Northwesterly along said centerline of Rialto Street to the Easterly line of Central Avenue;**

**THENCE Southerly along said Easterly line of Central Avenue to the North corner of Lot 1, Block 13, and the POINT OF BEGINNING, having an area of 0.089 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 “F”**  
**VACATION DESCRIPTION**  
**Portion of Rialto Street**  
**Adjacent to Lot 2, Block 13,**  
**MAP OF SOUTH GLOBE, Plat Map No. 20**

**Gila County Public Works**  
**Job No. GC2014-21**

**October 13, 2014**  
**Page 1 of 2**

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**BEGINNING at the North corner of Lot 2, Block 13 of MAP OF SOUTH GLOBE;**

**THENCE Southeasterly, 50 feet (record) along the Easterly line of Lot 2 to the East corner of Lot 2, Block 13, said point also being on the Westerly line of Rialto Street;**

**THENCE Northeasterly along the projection of the Southerly line of Lot 2 to the intersection of the centerline of said 60 feet wide Rialto Street;**

**THENCE Northwesterly along said centerline of Rialto Street to the projection of the Northerly line of Lot 2;**

**THENCE Southerly along the projection of the Northerly line of Lot 2 to the North corner of Lot 2, Block 13, and the POINT OF BEGINNING, having an area of 0.034 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 “G”  
VACATION DESCRIPTION  
Portion of Rialto Street  
Adjacent to Lot 3, Block 13,  
MAP OF SOUTH GLOBE, Plat Map No. 20**

**Gila County Public Works  
Job No. GC2014-21**

**October 13, 2014  
Page 1 of 2**

**A parcel of land being a portion of Rialto Street, as shown on MAP OF SOUTH GLOBE, Official Plat Map Number 20, Gila County Records, being situate in the Northwest Quarter (NW 1/4) of Section 36, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;**

**BEGINNING at the North corner of Lot 3, Block 13 of MAP OF SOUTH GLOBE;**

**THENCE Southeasterly, 50 feet (record) along the Easterly line of Lot 3 to the East corner of Lot 3, Block 13, said point also being on the Westerly line of Rialto Street;**

**THENCE Northeasterly along the projection of the Southerly line of Lot 3 to the intersection of the centerline of said 60 feet wide Rialto Street;**

**THENCE Northwesterly along said centerline of Rialto Street to the projection of the Northerly line of Lot 3;**

**THENCE Southerly along the projection of the Northerly line of Lot 3 to the North corner of Lot 3, Block 13, and the POINT OF BEGINNING, having an area of 0.034 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-2840**

**Consent Agenda Item      5. G.**

**Regular BOS Meeting**

**Meeting Date:** 10/28/2014

**Reporting Period:** September 2014

**Submitted For:**

Colt White

**Submitted By:** Michelle Keegan, Administrative Clerk  
Senior, Constable - Payson Regional

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### **Information**

#### **Subject**

Payson Regional Constable's Office Monthly Report for September 2014.

#### **Suggested Motion**

Acknowledgment of the September 2014 monthly activity report submitted by Payson Regional Constable's Office.

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### **Attachments**

Payson Regional Constable's Office Monthly Report for September 2014



Deputy Constable



Michelle Keegan  
Clerk of the Constable

Office of  
Payson Regional Constable  
Colt White

## **September 2014 MONTHLY REPORT**

### **TABLE OF CONTENTS**

MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

STATUS SUMMARY REPORT

SERVICE SUMMARY REPORT

MILEAGE CHART

TREASURER'S RECEIPT



Deputy Constable



Michelle Keegan  
Clerk of the Constable

Office of  
**Payson Regional Constable  
Colt White**

October 2, 2014

Gila County Board of Supervisors  
Gila County Courthouse  
1400 East Ash Street  
Globe, Arizona 85501

**PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER**

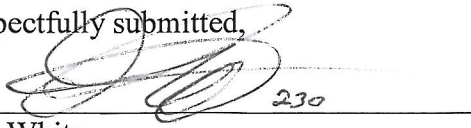
For the month of **September, 2014**, the Payson Regional Constable's Office:

- ♦ Received a total of **109** papers for service
- ♦ Drove a total of **1,249** miles
- ♦ Collected a total of **\$1,360.40** as follows:

- Check Total \$765.00
- Cash Total \$595.40
- Total Deposited \$1,360.40
  
- Less Writ Fee (6 @ \$5.00/each) Collected  
(Check #2366/Treasurer's Receipt #98398) (\$ 30.00)
  
- Paid to General Fund  
(Check #2367/Treasurer's Receipt #98399) \$1,330.40
  
- Additional funds from the Town of Payson  
paid into General Fund for process serving  
by the Payson Regional Constable \$ 875.00

Grand Total Paid to General Fund **\$2,205.40**

Respectfully submitted,

  
\_\_\_\_\_  
Colt White  
Payson Regional Constable  
Gila County, Payson, Arizona

Deputy Constable



Michelle Keegan  
Clerk of the Constable

Office of  
Payson Regional Constable  
Colt White

**PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS**  
**MONTHLY TOTALS FOR FISCAL YEAR 2014-2015**

2013-2014 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	182	1,396	\$1,417.60	\$875.00	\$2,287.60
AUGUST	222	1,397	\$1,749.80	\$875.00	\$2,624.80
SEPTEMBER	109	1,249	\$1,360.40	\$875.00	\$2,235.40
OCTOBER					
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
YEAR TOTAL:	513	4,042	\$4,527.80	\$2,625.00	\$7,152.80



# Payson Regional Constable's Office

## Cash Received Report, by Name

<u>Name</u>	<u>Process #</u>	<u>Received</u>	<u>Receipt #</u>	<u>Amount Received</u>
Court, Tammie	1409PR016	09/08/14	269	40.00
				<hr/> 40.00
Crow, Barbara	1409PR017	09/08/14	270	48.00
				<hr/> 48.00
Demuro, Rachel Dora-Ann	1409PR078	09/29/14	289	74.00
				<hr/> 74.00
Devaney, Melissa Dawn	1409PR047	09/18/14	277	56.00
				<hr/> 56.00
Dunn, Ron	1409PR076	09/26/14	287	40.00
				<hr/> 40.00
Elder, James Stanley Jr	1409PR015	09/08/14	268	68.00
				<hr/> 68.00
Fultz, John B	1409PR075	09/26/14	285	170.40
				<hr/> 170.40
JJL Process Corp,	1409PR003	09/03/14	266	40.00
	1409PR038	09/15/14	271	69.00
	1409PR039	09/15/14	272	69.00
	1409PR040	09/15/14	273	69.00
	1409PR045	09/16/14	275	40.00
	1409PR079	09/29/14	293	40.00
	1409PR003	09/29/14	294	29.00
	1402PR081	09/29/14	295	20.00
	1409PR038	09/29/14	296	20.00
	1409PR045	09/29/14	297	29.00
				<hr/> 425.00
Koglmeier Law Group PLC,	1409PR080	09/29/14	292	48.00
				<hr/> 48.00

Navarrette, Lindsey	1409PR062	09/23/14	288	74.00
				-----
				<b>74.00</b>
R & H Boulder & Granite LLC,	1409PR041	09/16/14	276	48.00
				-----
				<b>48.00</b>
Star Valley Investments LLC,	1409PR056	09/18/14	278	48.00
	1409PR093	09/30/14	290	48.00
	1409PR093	09/30/14	291	29.00
				-----
				<b>125.00</b>
Tidwell, Laurie Patrice	1409PR069	09/25/14	286	40.00
				-----
				<b>40.00</b>
Vickers, Danielle Marie	1409PR011	09/04/14	267	56.00
				-----
				<b>56.00</b>
Villa, Flavio	1409PR046	09/17/14	274	48.00
				-----
				<b>48.00</b>
				-----
	<b>Total Cash</b>			<b>1360.40</b>
	<b>Received:</b>			

---

**Report Includes:**

All transaction dates between `09/01/14` and `09/30/14`, All received by persons, All courts, All agencies matching `PRCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`



# Payson Regional Constable's Office

## Process Status Report, by Process Type

<u>Process Description</u>	<u>Total</u>	<u>Active</u>		<u>Served</u>		<u>Retd/Unsrvd</u>	
Amended Order of Protection	1	0	0.00	1	100.00	0	0.00
Arrest Warrant	16	16	100.00	0	0.00	0	0.00
Child Custody Packet	2	0	0.00	2	100.00	0	0.00
Criminal Subpoena	50	1	2.00	46	92.00	3	6.00
Civil Summons	1	0	0.00	1	100.00	0	0.00
Civil Subpoena	1	0	0.00	1	100.00	0	0.00
Divorce Packet	2	0	0.00	2	100.00	0	0.00
Five Day Notice	1	0	0.00	1	100.00	0	0.00
Hearing Prior to Issue of IAH	3	0	0.00	3	100.00	0	0.00
Injunction Against Harassment	5	2	40.00	3	60.00	0	0.00
Notice to Appear; Petition	6	0	0.00	6	100.00	0	0.00
Order of Protection	5	0	0.00	5	100.00	0	0.00
Summons Forcible Detainer	6	0	0.00	6	100.00	0	0.00
Criminal Summons	4	0	0.00	3	75.00	1	25.00
Writ of Garnishment Earnings	5	0	0.00	5	100.00	0	0.00
Writ of Restitution	1	0	0.00	1	100.00	0	0.00

<b>Totals</b>	<b>109</b>	<b>19</b>	<b>17.43</b>	<b>86</b>	<b>78.90</b>	<b>4</b>	<b>3.67</b>
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### Report Includes:

All receive dates between `00:00:00 09/01/14` and `23:59:59 09/30/14`, All process types, All officers, All courts, All agencies matching `PRCO`, All serve flags matching `1`





# Payson Regional Constable's Office

## Civil Process Service Attempts Summary

---

**To Be Served:** Adams, Theresa A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
976 W Paint Pony Dr, Payson	White, C	Theresa Ann Adams	YES
<b>Time/Date:</b> 10:55:00 09/30/14			

---

**To Be Served:** Back to Basics

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
908 N Beeline Highway, Payson	White, C		NO
<b>Time/Date:</b> 12:07:00 09/02/14			
908 N Beeline Highway, Payson	White, C	Steven Andrew Cole	YES
<b>Time/Date:</b> 12:11:00 09/02/14			

---

**To Be Served:** Beraun, Ashley B.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
204 N Bronco Circle, Payson	White, C	Ashley Kendrick Beraun	YES
<b>Time/Date:</b> 15:35:00 09/19/14			

---

**To Be Served:** Blalock, Audrey M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
801 E Frontier St #46, Payson	White, C	Audrey Blalock	YES
<b>Time/Date:</b> 16:09:00 09/29/14			

---

**To Be Served:** Blanch, Becky D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8143 W Ralls Dr, Strawberry	White, C	Becky Blanch	YES
<b>Time/Date:</b> 11:17:00 09/19/14			

---

**To Be Served:** Brahm's Enterprises Inc

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
203 East Hashknife Arena Road, Payson	White, C		NO

**Time/Date:** 09:58:00 09/16/14

203 East Hashknife Arena Road, Payson

White, C

NO

**Time/Date:** 10:30:00 09/16/14

108 West Main Street, Payson

J A Valenzuela

Rhonda Brahm

YES

**Time/Date:** 15:42:00 09/16/14

**To Be Served:** Bridges, Jamie V.

**Service Attempt**

**Attempted By**

**Served On**

**Svd?**

4344 N HWY 87, Pine

White, C

NO

**Time/Date:** 12:03:00 09/19/14

5872 Bradshaw, Pine

White, C

NO

**Time/Date:** 12:13:00 09/19/14

3584 Highway 87, Pine

White, C

NO

**Time/Date:** 12:20:00 09/19/14

4344 N HWY 87, Pine

White, C

NO

**Time/Date:** 15:12:00 09/19/14

**To Be Served:** Burnette, Victoria T.

**Service Attempt**

**Attempted By**

**Served On**

**Svd?**

110 Airport Road #16, Payson

White, C

Victoria Tina Burnette

YES

**Time/Date:** 11:46:00 09/02/14

**To Be Served:** Bystricky, Sally

**Service Attempt**

**Attempted By**

**Served On**

**Svd?**

111 West Sherwood Drive, Payson

White, C

Sally A Bystricky

YES

**Time/Date:** 15:31:00 09/05/14

**To Be Served:** Cadwell, Josh

**Service Attempt**

**Attempted By**

**Served On**

**Svd?**

303 N Beeline Highway, Payson

White, C

PPD Clipboard

YES

**Time/Date:** 10:41:00 09/02/14

303 N Beeline Highway, Payson

White, C

PPD Clipboard

YES

**Time/Date:** 11:27:00 09/23/14



---

**To Be Served:** Cervantez, Shaleena C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6449 W Randall, Pine	White, C		NO
<b>Time/Date:</b> 16:14:00 09/18/14			
6449 W Randall, Pine	White, C		NO
<b>Time/Date:</b> 14:10:00 09/22/14			
6449 W Randall, Pine	White, C		NO
<b>Time/Date:</b> 14:52:00 09/22/14			

---

**To Be Served:** Clark, Michael B.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6303 W Bradshaw Drive, Pine	White, C	Mike Clark	YES
<b>Time/Date:</b> 15:28:00 09/18/14			

---

**To Be Served:** Cole, Candace K.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2209 N Florence RD, Payson	White, C		NO
<b>Time/Date:</b> 11:56:00 09/02/14			
606 N Beeline Highway, Payson	White, C		NO
<b>Time/Date:</b> 12:14:00 09/03/14			
2209 N Florence RD, Payson	White, C		NO
<b>Time/Date:</b> 12:15:00 09/03/14			
144 Quail Hollow, Star Valley	White, C	Candace Kathleen Cole	YES
<b>Time/Date:</b> 12:30:00 09/03/14			

---

**To Be Served:** Cole, Cheryl

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
331 N Devereaux, Globe	G A Valenzuela	Cheryl Cole	YES
<b>Time/Date:</b> 08:39:00 09/03/14			

---

**To Be Served:** Cole, Gary J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

331 N Devereaux St, Globe	G A Valenzuela	Cheryl Cole	YES
<b>Time/Date:</b> 08:39:00 09/03/14			
<hr/>			
<b>To Be Served:</b> Darlington, Jodi A.			
<u><b>Service Attempt</b></u>	<u><b>Attempted By</b></u>	<u><b>Served On</b></u>	<u><b>Svd?</b></u>
200 South Rainbow Drive #2, Payson	White, C	Jodi Darlington	YES
<b>Time/Date:</b> 10:26:00 09/02/14			
<hr/>			
<b>To Be Served:</b> Davies, Jesse T.			
<u><b>Service Attempt</b></u>	<u><b>Attempted By</b></u>	<u><b>Served On</b></u>	<u><b>Svd?</b></u>
303 North Beeline, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 15:08:00 09/05/14			
<hr/>			
<b>To Be Served:</b> Davis - Clark, Camille E.			
<u><b>Service Attempt</b></u>	<u><b>Attempted By</b></u>	<u><b>Served On</b></u>	<u><b>Svd?</b></u>
2055 N Gibson Peak Place, Payson	White, C	Camille Clark	YES
<b>Time/Date:</b> 16:04:00 09/19/14			
<hr/>			
<b>To Be Served:</b> Deaton, Justin			
<u><b>Service Attempt</b></u>	<u><b>Attempted By</b></u>	<u><b>Served On</b></u>	<u><b>Svd?</b></u>
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 15:34:00 09/11/14			
<hr/>			
<b>To Be Served:</b> Demuro, Shane M.			
<u><b>Service Attempt</b></u>	<u><b>Attempted By</b></u>	<u><b>Served On</b></u>	<u><b>Svd?</b></u>
584 Coyote Trail, Payson	White, C	Shane Michael Demuro	YES
<b>Time/Date:</b> 15:38:00 09/29/14			
<hr/>			
<b>To Be Served:</b> Devaney, Melissa D.			
<u><b>Service Attempt</b></u>	<u><b>Attempted By</b></u>	<u><b>Served On</b></u>	<u><b>Svd?</b></u>
600 East Highway 260, Payson	White, C		NO
<b>Time/Date:</b> 11:45:00 09/03/14			
805 W Longhorn #2, Payson	White, C		NO

<b>Time/Date:</b> 11:46:00 09/03/14			
805 W Longhorn #2, Payson	White, C		NO
<b>Time/Date:</b> 11:47:00 09/03/14			
805 W Longhorn #2, Payson	White, C		NO
<b>Time/Date:</b> 11:50:00 09/03/14			
600 East Highway 260, Payson	White, C	Melissa Dawn Devaney	YES
<b>Time/Date:</b> 15:36:00 09/03/14			
<hr/>			
<b>To Be Served:</b> Dorsett, Wayne			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 14:51:00 09/11/14			
<hr/>			
<b>To Be Served:</b> Dukuly, Ansumana			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 15:30:00 09/11/14			
<hr/>			
<b>To Be Served:</b> Eddards, Travis			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
190 North Cornerstone Way #39, Star Valley	White, C	Sonia Eddards	YES
<b>Time/Date:</b> 11:22:00 09/16/14			
<hr/>			
<b>To Be Served:</b> Fevold, Tanya			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
600 S Ponderosa Street #A, Payson	White, C	Tanya Fevold	YES
<b>Time/Date:</b> 16:34:00 09/29/14			
<hr/>			
<b>To Be Served:</b> Fleischaker, Marissa			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
613 W Randall Ln, Payson	White, C		NO
<b>Time/Date:</b> 11:00:00 09/02/14			
613 W Randall Ln, Payson	White, C		NO

**Time/Date:** 11:02:00 09/02/14

613 W Randall Ln, Payson

White, C

NO

**Time/Date:** 15:44:00 09/03/14**To Be Served:** Fleischaker, Shiloh N.**Service Attempt****Attempted By****Served On****Svd?**

624 Ponderosa Circle #A, Payson

White, C

Shiloh Nichlos Fleischaker

NO

**Time/Date:** 11:49:00 09/25/14

108 W Main Street, Payson

Jamie Garrett

Shiloh Nichlos Fleischaker

YES

**Time/Date:** 13:10:00 09/25/14**To Be Served:** Garrett, Jamie**Service Attempt****Attempted By****Served On****Svd?**

108 West Main Street, Payson

White, C

GCSO Clipboard

YES

**Time/Date:** 14:51:00 09/11/14

108 West Main Street, Payson

White, C

GCSO Clipboard

YES

**Time/Date:** 15:00:00 09/18/14**To Be Served:** Glinzak, Tabatha L.**Service Attempt****Attempted By****Served On****Svd?**

110 West Airport #12, Payson

White, C

NO

**Time/Date:** 11:20:00 09/24/14

110 West Airport #12, Payson

White, C

NO

**Time/Date:** 11:22:00 09/24/14

110 West Airport #12, Payson

White, C

NO

**Time/Date:** 09:35:00 09/25/14

Time Out Shelter, Payson

White, C

Tabatha Lea Glinzak

YES

**Time/Date:** 09:52:00 09/25/14**To Be Served:****Service Attempt****Attempted By****Served On****Svd?**

3758 E Hwy 260, Star Valley

White, C

YES

**Time/Date:** 11:36:00 09/17/14

---

**To Be Served:** Gonzales, Jose

Service AttemptAttempted ByServed OnSvd?

151 S Moonlight Drive #2, Star Valley

White, C



YES

**Time/Date:** 12:27:00 09/29/14

---

**To Be Served:** Hallman, Beverly

Service AttemptAttempted ByServed OnSvd?

650 Tonto Creek Trail, Tonto Basin

White, C

NO

**Time/Date:** 10:49:00 09/12/14

650 Tonto Creek Trail, Tonto Basin

White, C

Beverly Hallman

YES

**Time/Date:** 15:30:00 09/12/14

---

**To Be Served:** Hallman, Preston

Service AttemptAttempted ByServed OnSvd?

650 Tonto Creek Tr, Tonto Basin

White, C

NO

**Time/Date:** 10:49:00 09/12/14

650 Tonto Creek Tr, Tonto Basin

White, C

Preston Hallman

YES

**Time/Date:** 15:30:00 09/12/14

---

**To Be Served:** Hanse, Ronald G.

Service AttemptAttempted ByServed OnSvd?

108 W. Main St, Payson

White, C

GCSO Clipboard

YES

**Time/Date:** 11:42:00 09/30/14

---

**To Be Served:** Hansen, James A.

Service AttemptAttempted ByServed OnSvd?

507 E Juniper, Payson

White, C

NO

**Time/Date:** 11:10:00 09/23/14

104 S Young, Payson

White, C

James Andrew Frank Hansen

YES

**Time/Date:** 11:20:00 09/23/14

---

**To Be Served:** Havey, Brian L.

Service AttemptAttempted ByServed OnSvd?

108 W. Main St., Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 14:51:00 09/11/14			
<hr/>			
<b>To Be Served:</b> Hensley, Thoreina			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 11:42:00 09/30/14			
<hr/>			
<b>To Be Served:</b> Heyer, Carsten H.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3006 E Posey Ct, Payson	White, C		NO
<b>Time/Date:</b> 15:17:00 09/25/14			
<hr/>			
<b>To Be Served:</b> Hornung, David B.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 14:51:00 09/11/14			
<hr/>			
<b>To Be Served:</b> Houghton, Rissa N.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3584 Highway 87 #5, Pine	White, C	Savrina Ann Matthews	YES
<b>Time/Date:</b> 15:52:00 09/10/14			
<hr/>			
<b>To Be Served:</b> Hucke, Sherry			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
922 East Sycamore Lane, Payson	White, C		NO
<b>Time/Date:</b> 11:50:00 09/08/14			
300 North Beeline Highway, Payson	White, C	Sherry Ellen Hucke	YES
<b>Time/Date:</b> 14:17:00 09/08/14			
300 North Beeline Highway, Payson	White, C	Sherry Ellen Hucke	YES
<b>Time/Date:</b> 15:23:00 09/10/14			
<hr/>			
<b>To Be Served:</b> Huston, Michael H.			

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
801 E Frontier #59, Payson	White, C		NO
<b>Time/Date:</b> 16:10:00 09/29/14			
512 E Evergreen St, Payson	White, C		NO
<b>Time/Date:</b> 16:25:00 09/29/14			
512 E Evergreen St, Payson	White, C		NO
<b>Time/Date:</b> 11:28:00 09/30/14			
<hr/>			
<b>To Be Served:</b> Immel, Christine G.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3758 E. HWY 260, Payson	White, C	Chrsitine Gail Immel	YES
<b>Time/Date:</b> 11:36:00 09/17/14			
<hr/>			
<b>To Be Served:</b> [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
304 South Bentley Street, Payson	White, C		NO
<b>Time/Date:</b> 11:23:00 09/25/14			
110 W Airport Road #3, Payson	White, C	Michelle Lynn Murray	YES
<b>Time/Date:</b> 11:39:00 09/25/14			
<hr/>			
<b>To Be Served:</b> [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
404 South Tonto Street, Payson	White, C	Stephanie M Turlukis Keeney	YES
<b>Time/Date:</b> 17:15:00 09/08/14			
404 South Tonto Street, Payson	White, C	Stephanie M Turlukis Keeney	YES
<b>Time/Date:</b> 17:15:00 09/08/14			
<hr/>			
<b>To Be Served:</b> Kerszykowski, Leonard G.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main St -Work, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 14:51:00 09/11/14			
<hr/>			
<b>To Be Served:</b> Licavoli, Peter V.			

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 15:08:00 09/18/14			
<b>To Be Served:</b> McCandless, Lindsay M.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
404 South Tonto Street, Payson	White, C	Lindsay McCandless	YES
<b>Time/Date:</b> 17:15:00 09/08/14			
404 South Tonto Street, Payson	White, C	Lindsay Marie McCandless	YES
<b>Time/Date:</b> 15:21:00 09/11/14			
<b>To Be Served:</b> McDonough, Chris			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 15:18:00 09/22/14			
<b>To Be Served:</b> Meredith, Jared			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 15:34:00 09/11/14			
<b>To Be Served:</b> Mock, Douglas W. Jr			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
502 South Mariposa Drive, Payson	White, C	Posted on Door	YES
<b>Time/Date:</b> 15:35:00 09/08/14			
<b>To Be Served:</b> Montgomery, Steve			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 15:24:00 09/22/14			
<b>To Be Served:</b> Moore, Shawn			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>



500 N Granite Drive, Payson	White, C	Katrina Stroud	YES
<b>Time/Date:</b> 12:02:00 09/17/14			
<hr/>			
<b>To Be Served:</b> Morrell, Whitney J.			
<u><b>Service Attempt</b></u>	<u><b>Attempted By</b></u>	<u><b>Served On</b></u>	<u><b>Svd?</b></u>
1301 South Stirrup Way, Payson	White, C		NO
<b>Time/Date:</b> 10:52:00 09/09/14			
1301 South Stirrup Way, Payson	White, C		NO
<b>Time/Date:</b> 11:00:00 09/09/14			
1305 South Stirrup Way, Payson	White, C		NO
<b>Time/Date:</b> 11:19:00 09/09/14			
805 East Highway 260, Payson	White, C		NO
<b>Time/Date:</b> 11:34:00 09/09/14			
1305 South Stirrup Way, Payson	White, C	Whitney Morrell	YES
<b>Time/Date:</b> 11:57:00 09/09/14			
<hr/>			
<b>To Be Served:</b> Mullins, Nathaniel			
<u><b>Service Attempt</b></u>	<u><b>Attempted By</b></u>	<u><b>Served On</b></u>	<u><b>Svd?</b></u>
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 12:11:00 09/30/14			
<hr/>			
<b>To Be Served:</b> Murray, Michelle L.			
<u><b>Service Attempt</b></u>	<u><b>Attempted By</b></u>	<u><b>Served On</b></u>	<u><b>Svd?</b></u>
304 South Bentley, Payson	White, C		NO
<b>Time/Date:</b> 11:23:00 09/25/14			
110 W Airport #3, Payson	White, C	Michelle Lynn Murray	YES
<b>Time/Date:</b> 11:39:00 09/25/14			
110 W Airport Road #3, Payson	White, C	Posted on Door	YES
<b>Time/Date:</b> 10:01:00 09/30/14			
<hr/>			
<b>To Be Served:</b> Nichols, Eric S.			
<u><b>Service Attempt</b></u>	<u><b>Attempted By</b></u>	<u><b>Served On</b></u>	<u><b>Svd?</b></u>
962 W Oxbow Trail #A, Payson	White, C		NO

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**Time/Date:** 16:00:00 09/04/14  
 962 W Oxbow Trail #A, Payson White, C NO

**Time/Date:** 16:03:00 09/04/14  
 962 W Oxbow Trail #A, Payson White, C NO

**Time/Date:** 15:55:00 09/05/14  
 962 W Oxbow Trail #A, Payson White, C NO

**Time/Date:** 15:57:00 09/05/14  
 962 W Oxbow Trail #A, Payson White, C Eric Scott Nichols YES

**Time/Date:** 16:46:00 09/05/14

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**To Be Served:** Oconnor, Cristopher L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1400 South Beeline Highway, Payson	White, C	Cristopher Lee O'Connor	YES

**Time/Date:** 16:25:00 09/04/14

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**To Be Served:** Olmstead, Timothy A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
178 S Tatum Trail, Payson	White, C	Michelle Lee St Pierre	YES

**Time/Date:** 12:10:00 09/08/14

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**To Be Served:** Omoto, Dennis T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1107 North Beeline Highway Suite B, Payson	White, C	Dennis T Omoto	YES

**Time/Date:** 09:27:00 09/16/14

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**To Be Served:** ONeill, Eugene M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
45 Walters Ln #5, Star Valley	White, C		NO

**Time/Date:** 10:31:00 09/02/14

45 Walters Ln #5, Star Valley	White, C		NO
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**Time/Date:** 15:42:00 09/03/14

45 Walters Ln #5, Star Valley	White, C		NO
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**Time/Date:** 15:50:00 09/03/14

45 Walters Ln #5, Star Valley	White, C		NO
<b>Time/Date:</b> 14:57:00 09/22/14			
<b>To Be Served:</b> Papa, Jessica L.			
<u><b>Service Attempt</b></u>	<u><b>Attempted By</b></u>	<u><b>Served On</b></u>	<u><b>Svd?</b></u>
1000 S Ponderosa St, Payson	White, C	Jessica Papa	YES
<b>Time/Date:</b> 15:39:00 09/08/14			
<b>To Be Served:</b> Pauley, John E.			
<u><b>Service Attempt</b></u>	<u><b>Attempted By</b></u>	<u><b>Served On</b></u>	<u><b>Svd?</b></u>
507 N Granite Drive, Payson	White, C	John Pauley	YES
<b>Time/Date:</b> 16:21:00 09/05/14			
507 N Granite Drive, Payson	White, C	John Pauley	YES
<b>Time/Date:</b> 16:21:00 09/05/14			
<b>To Be Served:</b> Pauley, Shawna			
<u><b>Service Attempt</b></u>	<u><b>Attempted By</b></u>	<u><b>Served On</b></u>	<u><b>Svd?</b></u>
507 North Granite Drive, Payson	White, C	Shawna Pauley	YES
<b>Time/Date:</b> 16:21:00 09/05/14			
507 North Granite Drive, Payson	White, C	Shawna Pauley	YES
<b>Time/Date:</b> 16:21:00 09/05/14			
<b>To Be Served:</b> Payson Unified School District			
<u><b>Service Attempt</b></u>	<u><b>Attempted By</b></u>	<u><b>Served On</b></u>	<u><b>Svd?</b></u>
902 West Main Street, Payson	White, C		NO
<b>Time/Date:</b> 15:44:00 09/05/14			
902 West Main Street, Payson	White, C	Sandee Koon	YES
<b>Time/Date:</b> 11:14:00 09/08/14			
<b>To Be Served:</b> Perez, Noah F.			
<u><b>Service Attempt</b></u>	<u><b>Attempted By</b></u>	<u><b>Served On</b></u>	<u><b>Svd?</b></u>
108 W Main Street, Payson	White, C	Noah Felix Perez	YES
<b>Time/Date:</b> 14:57:00 09/18/14			

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To Be Served: Rhoda, Sharon L.

Service AttemptAttempted ByServed OnSvd?

3696 E Hwy 260 #A6, C-Bar Diamond MHP,  
Star Valley

White, C

Sharon Laine Rhoda

YES

Time/Date: 08:55:00 09/19/14

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To Be Served: Richter, James M.

Service AttemptAttempted ByServed OnSvd?

103 West Alpine, Star Valley

White, C

James Richter

YES

Time/Date: 10:46:00 09/02/14

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To Be Served: [REDACTED]

Service AttemptAttempted ByServed OnSvd?

151 S Moonlight Drive #2, Star Valley

White, C

[REDACTED]

YES

Time/Date: 12:27:00 09/29/14

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To Be Served: Salmon, Lisa M.

Service AttemptAttempted ByServed OnSvd?

3760 E Hwy 260, Star Valley MHP #29, Payson White, C

Lisa Salmon

YES

Time/Date: 15:53:00 09/11/14

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To Be Served: Scott, George E.

Service AttemptAttempted ByServed OnSvd?

Work: 108 W. Main St, Payson

White, C

GCSO Clipboard

YES

Time/Date: 14:51:00 09/11/14

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To Be Served: Shaffer Water Management LLC

Service AttemptAttempted ByServed OnSvd?

605 West Arabian Way, Payson

White, C

Dean Leo Shafer

YES

Time/Date: 14:42:00 09/17/14

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To Be Served: Thomason, Henry A.

Service AttemptAttempted ByServed OnSvd?

201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 16:14:00 09/10/14			
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 14:16:00 09/17/14			
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 15:24:00 09/22/14			
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 15:24:00 09/22/14			
<b>To Be Served:</b> Tidwell, Laurie P.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1912 North McLane Road, Payson	White, C	Laurie Patrice Tidwell	YES
<b>Time/Date:</b> 15:04:00 09/08/14			
<b>To Be Served:</b> Town of Payson			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
303 N Beeline Highway, Payson	White, C	Silvia Smith	YES
<b>Time/Date:</b> 11:12:00 09/16/14			
<b>To Be Served:</b> Uptain, Leslie A.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
CPS Payson, Payson	White, C		NO
<b>Time/Date:</b> 16:15:00 09/18/14			
<b>To Be Served:</b> Vela, John R.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
108 West Main Street, Payson	J A Valenzuela	John Ryan Vela	YES
<b>Time/Date:</b> 13:35:00 09/11/14			
<b>To Be Served:</b> Wacker, Terica C.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
130 Walters Lane #B, Star Valley	White, C	Terica Cathrine Wacker	YES
<b>Time/Date:</b> 14:51:00 09/03/14			

**Report Includes:**

All dates between `00:00:00 09/01/14` and `23:59:59 09/30/14`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `PRCO`, All dispositions



## MILEAGE FOR THE MONTH

**September 2014**

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
9/2	31			
9/3	42			
9/4	210			
9/5	46			
9/8	77			
9/9	44			
9/10	46			
9/11	32			
9/12	149			
9/15	33			
9/16	61			
9/17	45			
9/18	63			
9/19	75			
9/22	61			
9/23	32			
9/24	34			
9/25	51			
9/29	57			
9/30	60			
<b>DAYS</b>	<b>1249</b>		<b>0</b>	

**Total Miles Driven By  
The Constable's Office**

**1249**

**September 2014**

GILA COUNTY TREASURER'S RECEIPT  
GILA COUNTY, ARIZONA

DATE 10/2/14

GRANT # \_\_\_\_\_

DEPOSIT TO FUND Gila County Treasurer FUND # \_\_\_\_\_

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Constables Ethics Standards + Training Board writ fees collected

Account Code	Revenue Description	Amount
T9162061	CESTB - writ fees collected September 2014	30 00
	6 @ 5 <sup>00</sup>	
	ck # 2366	
		30 00

Authorized Signature [Signature] Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By \_\_\_\_\_ Date \_\_\_\_\_

TREASURER

98398

PAYSON CONSTABLE  
108 W. MAIN ST. 928-474-3844  
PAYSON, AZ 85541

2366

91-527/1221 6128  
0703680454

DATE 10/2/14

PAY TO THE ORDER OF Gila County Treasurer  
Thirty & 00/100's \$ 30<sup>00</sup>  
DOLLARS

WELLS FARGO  
Wells Fargo Bank, N.A.  
Arizona  
wellsfargo.com

FOR Writ fees - September

[Signature] 230

⑈0000002366⑈ ⑆122105278⑆ 0703680454⑈

DATE 10/2/14

DATE \_\_\_\_\_

GRANT #

**DEPOSIT TO FUND.**

Gila County Treasurer

FUND #

REMITTING DEPT

Payson Regional Constable's Office

**SERVICE RENDERED**

Service Fees - September 2014

**Authorized Signature**

**Currency**

## Coins

## Checks

**Total**

TREASURER By \_\_\_\_\_

Date \_\_\_\_\_

TREASURER

98399

**PAYSON CONSTABLE**  
108 W. MAIN ST. 928-474-3844  
PAYSON, AZ 85541

2367

91-527/1221 6128  
0703680454

DATE 10/2/14

PAY TO THE ORDER OF Gila County Treasurer

\$ 1330<sup>40</sup>

One thousand three hundred thirty dollars  $\frac{40}{100}$ 's DOLLARS



WELLS  
FARGO

Wells Fargo Bank, N.A.  
Arizona  
wellsfargo.com

FOR Service fees - September

0000002367 122105278 0703680454





**ARF-2822**

**Consent Agenda Item 5. H.**

**Regular BOS Meeting**

**Meeting Date:** 10/28/2014

**Reporting Period:** September 2014

**Submitted For:** Mary Navarro **Submitted By:** Mary Navarro, Justice Court Operations  
Mgr, Justice Court-Globe Regional

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**Information**

**Subject**

Globe Regional Justice of the Peace's Office Monthly Report for September 2014.

**Suggested Motion**

Acknowledgment of the September 2014 monthly activity report submitted by the  
Globe Regional Justice of the Peace's Office.

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**Attachments**

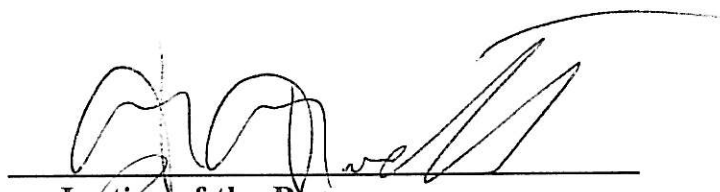
Globe JOP Monthly Report for September 2014

# **GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT**

**For the Month of: September, 2014**

## **BONDS**

<b>BALANCE AT THE BEGINNING OF THE MONTH</b>	<b>\$ 2,248.14</b>
<b>RECEIVED DURING THE MONTH</b>	<b>\$ 6,777.15</b>
<b>DISBURSED DURING THE MONTH</b>	<b>\$ 4,411.89</b>
<b>BALANCE AT THE END OF THE MONTH</b>	<b>\$ 4,613.40</b>

  
\_\_\_\_\_  
**Justice of the Peace**  
\_\_\_\_\_  
**Financial Clerk**

\*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

SEPTEMBER, 2014	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 24.09	\$ 1.21	\$ 22.88
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 519.98	\$ 26.00	\$ 493.98
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 188.50	\$ 9.43	\$ 179.07
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 2,723.24		\$ 2,723.24
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,582.94		\$ 1,582.94
Game and Fish - Wildlife	ZGF		STATE	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 2,043.94	\$ 102.20	\$ 1,941.74
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 41.60	\$ 2.08	\$ 39.52
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 889.00	\$ 44.45	\$ 844.55
Alternative Dispute Resolution	ZADR		T848-2061	\$ 34.02	\$ 1.71	\$ 32.31
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1			\$ 179.09	\$ 8.96	\$ 170.13
Confidential Address Assessment - Local	ZCAA2			\$ 9.41	\$ 0.48	\$ 8.93
Citizens Clean Elections	ZCEF		T888-2061	\$ 1,411.69		\$ 1,411.69
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 6,732.73	\$ 336.64	\$ 6,396.09
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,190.00	\$ 59.50	\$ 1,130.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 801.86	\$ 40.10	\$ 761.76
DUI Abatement	ZDUIA		T889-2061	\$ 250.00	\$ 12.50	\$ 237.50
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 254.23	\$ 12.72	\$ 241.51
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 12.37	\$ 0.62	\$ 11.75
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 520.64	\$ 26.04	\$ 494.60
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 13,655.86	\$ 682.80	\$ 12,973.06
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 986.34	\$ 49.32	\$ 937.02
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 417.37	\$ 20.87	\$ 396.50
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 618.96		\$ 618.96
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 113.17	\$ 5.66	\$ 107.51
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,149.51		\$ 1,149.51
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 259.14	\$ 12.96	\$ 246.18
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 1,677.17		\$ 1,677.17
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 94.22	\$ 4.72	\$ 89.50
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 110.78		\$ 110.78
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 73.85		\$ 73.85
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 125.00	\$ 6.25	\$ 118.75
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 531.30	\$ 26.57	\$ 504.73
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 1,862.31	\$ 93.12	\$ 1,769.19
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 1,753.70	\$ 87.69	\$ 1,666.01
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 219.14	\$ 10.96	\$ 208.18
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 42.98	\$ 2.15	\$ 40.83
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 47.80	\$ 2.39	\$ 45.41
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 745.87	\$ 37.30	\$ 708.57
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 8.00	\$ 0.40	\$ 7.60
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	\$ -	\$ -	\$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	\$ 13.58	\$ 0.68	\$ 12.90
Health and Human Services (HHS)	ZOS17		T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18		T942-2061	\$ 4.00	\$ 0.20	\$ 3.80
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	\$ 1.50	\$ 0.08	\$ 1.42
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	\$ 4.00	\$ 0.20	\$ 3.80
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	\$ 0.38	\$ 0.02	\$ 0.36
Officer Safety Equipment - Attorney General Office	ZOS26			\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 93.00	\$ 4.65	\$ 88.35
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 107.86	\$ 5.40	\$ 102.46
Prison Construction Fund	ZPCOF		T908-2061	\$ 3,021.25	\$ 151.07	\$ 2,870.18
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 150.03	\$ 7.50	\$ 142.53
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 4,496.18	\$ 224.81	\$ 4,271.37
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 53.84	\$ 2.70	\$ 51.14
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 181.27		\$ 181.27
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 2,758.14		\$ 2,758.14
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 1,838.75		\$ 1,838.75
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -

SEPTEMBER, 2014	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 13.70	\$ 0.69	\$ 13.01
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ 33.61	\$ 1.69	\$ 31.92
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
<b>TOTALS</b>				<b>\$ 56,672.89</b>	<b>\$ 2,127.49</b>	<b>\$ 54,545.40</b>

**TOTAL ADJUSTED BALANCE VERIFICATION** \$ 54,545.40

**TOTAL RESTITUTION RECEIVED** \$ 953.42

**TOTAL RECEIPTS THIS MONTH** \$ 57,626.31

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
10/3/2014	8276	\$ 7,827.92	ARIZONA STATE TREASURER
10/3/2014	8275	\$ 48,844.97	GILA COUNTY TREASURER
		\$ -	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		<b>\$ 56,672.89</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

I, Gary Goettelman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of SEPTEMBER, 2014.

Justice of the Peace

Subscribed and Sworn to before me this 3rd day of October, 2014.

Notary Public

My Commission Expires: February 12, 2017



SUSAN LEMAE WILLIAMS

Notary Public - State of Arizona

GILA COUNTY

My Commission Expires  
February 12, 2017

**ARF-2836**

**Consent Agenda Item 5. I.**

**Regular BOS Meeting**

**Meeting Date:** 10/28/2014

**Reporting Period:** September 2014

**Submitted For:** Dorothy Little **Submitted By:** Dorothy Little, Justice of the Peace-Payson Region, Justice Court-Payson Regional

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**Information**

**Subject**

Payson Regional Justice of the Peace's Office September 2014 monthly activity report.

**Suggested Motion**

Acknowledgment of the September 2014 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

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**Attachments**

September 2014

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: September 2014

	CRIMINAL TRAFFIC			
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	81	2	141	224
Filed	3	0	20	23
Transferred In	0	0	0	0
SUBTOTAL	84	2	161	247
Transferred Out	0	0	0	0
Other Terminations	20	0	24	44
TOTAL TERMINATIONS	20	0	24	44
Statistical Correction	0	0	0	0
Pending End of Month	64	2	137	203

\*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
188	4	0	192	0	2	2	0	190

**\*\*READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: 0 Criminal Traffic/FTA Jury Trials Held: 0

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
360	189	0	549	0	8	214	222	0	327

Civil Traffic Hearings Held: 1

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)									
Filed	7	Trans In	0	TOTAL	7				



# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: September 2014

MISDEMEANOR									
	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	483	42	0	525	0	63	63	0	462
Failure to Appear (Non-Traffic)	45	0	0	45	0	0	0	0	45
TOTAL	528	42	0	570	0	63	63	0	507

## TRIALS HELD

Misdemeanor Court/FTA Trials Held:

1

Misdemeanor/FTA Jury Trials Held:

0

FELONY									
	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
	24	3	0	27	0	6	6	0	21

Felony Preliminary Hearings Held:

0

Felony, Misdemeanor, Criminal Traffic Initial: Appearances:

83

LOCAL NON-CRIMINAL ORDINANCES							
	Pending 1st of Month	Filed	SUB- TOTAL	Terminated	Stat. Corr.	Pending End of Month	
Parking	0	0	0	0	0	0	
Non-Parking	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	



# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: September 2014

### CIVIL COMPLAINTS

	Small Claims	Forcible Detainer/ Eviction Action	Other Civil	TOTAL
	(a)	(b)	(c)	(d)
Pending 1st of Month	68	22	269	359
Filed	3	8	30	41
Transferred In	0	0	0	0
<b>SUBTOTAL</b>	<b>71</b>	<b>30</b>	<b>299</b>	<b>400</b>
Transferred Out	0	0	0	0
Other Terminations	3	10	31	44
<b>TOTAL TERMINATIONS</b>	<b>3</b>	<b>10</b>	<b>31</b>	<b>44</b>
Statistical Correction	0	0	0	0
Pending End of Month	68	20	268	356

Small Claims Hearings Held/Defaults: 0 Civil Court Trials Held: 8

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: 0 Civil Jury Trials Held: 0

### DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	9	8	1	9
Harassment	11	8	3	11

### HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: 2 Injunction Against: 2

### SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed:	0	Fugitive Complaints Filed:	0
Juvenile Hearings Held:	0	Search Warrants Issued:	6

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report

Month/Year: September 2014

### WARRANTS OUTSTANDING

#### TRAFFIC WARRANTS OUTSTANDING

D.U.I. 147

Serious Violations 8

All Other Violations 460

**TRAFFIC TOTAL 615**

#### CRIMINAL WARRANTS OUTSTANDING

Felony 123

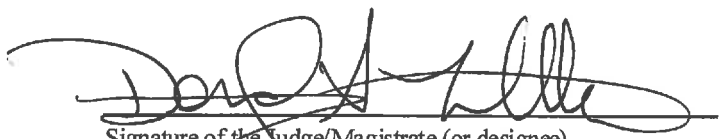
Misdemeanor 664

**CRIMINAL TOTAL 787**

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court  
Administrative Office of the Courts  
1501 W. Washington St., Suite 410  
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit  
(602) 542-9376

  
Signature of the Judge/Magistrate (or designee)

  
Name of Preparer

10-10-14  
Date of Preparation

PAYSON JUSTICE COURT TREASURER'S RECAP FY2013

SEPTEMBER, 2014	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 65.89	\$ 3.29	\$ 62.60
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-00	X10501314004383	\$ 103.11	\$ -	\$ 103.11
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ 142.49	\$ 7.12	\$ 135.37
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ 7.51	\$ 0.38	\$ 7.13
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,132.61	\$ -	\$ 1,132.61
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 5,322.21	\$ 266.11	\$ 5,056.10
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 5,600.00	\$ 280.00	\$ 5,320.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 687.67	\$ 34.38	\$ 653.29
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 493.03	\$ 24.65	\$ 468.38
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,443.30	\$ 72.17	\$ 1,371.13
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 9,981.62	\$ 499.08	\$ 9,482.54
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 792.49	\$ 39.62	\$ 752.87
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFUDU	0912000-000-000-2061-00	T912-2061	\$ 1,081.03	\$ 54.05	\$ 1,026.98
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 313.25	\$ -	\$ 313.25
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 219.21	\$ 10.96	\$ 208.25
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 581.75	\$ -	\$ 581.75
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 502.06	\$ 25.10	\$ 476.96
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 676.00	\$ -	\$ 676.00
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 624.01	\$ 31.20	\$ 592.81
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,472.18	\$ 73.61	\$ 1,398.57
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 971.79	\$ 48.59	\$ 923.20
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 121.53	\$ 6.08	\$ 115.45
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 3.25	\$ 0.16	\$ 3.09
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 91.62	\$ 4.58	\$ 87.04
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 379.04	\$ 18.95	\$ 360.09
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 12.00	\$ 0.60	\$ 11.40
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 19.55	\$ 0.98	\$ 18.57
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ -	\$ -	\$ -
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 29.40	\$ 1.47	\$ 27.93
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 2,413.16	\$ 120.66	\$ 2,292.50
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 3.24	\$ 0.16	\$ 3.08
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 1,758.42	\$ 87.92	\$ 1,670.50
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 1,352.60	\$ -	\$ 1,352.60
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 901.73	\$ -	\$ 901.73
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ -	\$ -	\$ -
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 150.93	\$ 7.55	\$ 143.38
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 803.64	\$ 40.18	\$ 763.46
DUI Abatement	ZDUIA		STATE	\$ 334.03	\$ 16.70	\$ 317.33
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 150.00	\$ 7.50	\$ 142.50
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,129.85	\$ -	\$ 1,129.85
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 626.42	\$ -	\$ 626.42
Game and Fish - Wildlife	ZGF		STATE	\$ 172.92	\$ 8.65	\$ 164.27
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 2,187.14	\$ 109.36	\$ 2,077.78
Registrar of Contractors	ZRCA		STATE	\$ 161.41	\$ 8.07	\$ 153.34
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 35.94	\$ 1.80	\$ 34.14
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ 19.00	\$ -	\$ 19.00
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 17.75	\$ 0.89	\$ 16.86
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 45,087.78	\$ 1,912.57	\$ 43,175.21
				TOTAL ADJUSTED BALANCE VERIFICATION		\$ 43,175.21

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
10/1/14	5216	\$ 39,499.45	GILA COUNTY TREASURER
	5217	\$ 5,552.47	ARIZONA STATE TREASURER
	5218	\$ 19.00	GILA COUNTY BAD CHECK PROGRAM
	5219	\$ 16.86	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		\$ 45,087.78	TOTAL DISTRIBUTIONS THIS MONTH

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for SEPTEMBER, 2014.

DOROTHY A. LITTLE  
Gila County Justice of the Peace

**ARF-2835**

**Consent Agenda Item 5. J.**

**Regular BOS Meeting**

**Meeting Date:** 10/28/2014

**Reporting Period:** October 10, 2014

**Submitted For:** Jeffrey  
Hessenius,  
Finance  
Director

**Submitted By:** Jeannie Sgroi, Contracts Administrator,  
Finance Division

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**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Week Ending 10-10-14.

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of October 6, 2014, to October 10, 2014.

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**Attachments**

Report for County Manager Approved Contracts Under \$50,000 for Week Ending 10-10-14

Amendment No. 1 to Service Agreement No. 073113 with Superior Cleaning Equipment

Service Agreement No. 091814 with H&H Heating and Cooling

Service Agreement No. 081214-1 with Earth Mover Tire Sales

Service Agreement No. 081114-2 with Earth Mover Tire Sales

**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000****October 6, 2014 to October 10, 2014**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
073113 Superior Cleaning Equipment	Amendment No. 1 to Service Agreement No. 073113 Preventative Maintenance Service for Pressure Washers	\$800.00	7-1-14 to 6-30-15	10-7-14	Option to renew for one (1) one (1) year period.	Amendment No. 1 will serve to extend the contract term for an additional 1 year period. Additionally, Public Works in Payson has requested an increase in the original contract amount to provide the means for any repairs that might be required during the course of the contract term.
091814 H&H Heating & Cooling	Service Agreement No. 091814 Replace 911 Dispatch A/C System	\$3,997.50	10-8-14 to 12-7-14	10-7-14	Expires	Public Works is requesting an emergency P.O. for to replace the A/C System that went out in the 911 Dispatch office in Payson.
081214-1 Earth Mover Tire Sales, Inc.	Service Agreement No. 081214-1 Tire Repairs Russell Gulch Landfill	\$325.00	10-8-14 to 10-7-15	10-7-14	Option to renew for two (2) one (1) year periods.	The County does not have the equipment to handle heavy equipment tires if they need to be changed out. This contract has been issued to have a P.O. in place for when the need arises at the Landfill.
081214-2 Earth Mover Tire Sales, Inc.	Service Agreement No. 081214-2 Tire Repairs Roads Department	\$715.00	10-8-14 to 10-7-15	10-7-14	Option to renew for two (2) one (1) year periods.	The County does not have the equipment to handle heavy equipment tires if they need to be changed out. This contract has been issued to have a P.O. in place for when the need arises at the Roads Department.



### **AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 073113**

The following amendments are hereby incorporated into the contract documents for the below stated project:

#### **SERVICE AGREEMENT NO. 073113 PREVENTIVE MAINTENANCE SERVICE FOR PRESSURE WASHERS SUPERIOR CLEANING EQUIPMENT, INC.**

Effective August 21, 2013, Gila County and Superior Cleaning Equipment, Inc. entered into a contract whereby Superior Cleaning Equipment, Inc. agreed to provide preventive maintenance service for the pressure washer, in Globe, Arizona.

The contract expires on June 30, 2014. Per Article 14-Term, Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods.

**Amendment No. 1 to Service Agreement 073113** will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from July 1, 2014 to June 30, 2015.

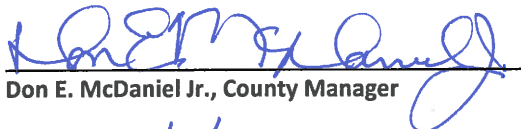
In addition **Amendment No. 1 to Service Agreement 073113** is being issued to request an addition to the contract scope in the amount of Seven Hundred Dollars and 00/100's (\$700.00), to add service and repair. Refer to attached Attachment "A" to **Service Agreement 073113** by mention made a binding part of this Amendment.

Consequently, the contract is amended to increase the contract amount by \$700.00 for a new total contract amount of Fifteen Hundred Dollars and 00/100's (\$1,500.00).

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 7 day of OCTOBER, 2014.

**GILA COUNTY:**

  
Don E. McDaniel Jr., County Manager

Date: 10/7/14

**SUPERIOR CLEANING EQUIPMENT, INC.:**

  
Signature

Lon Ann Rickett  
Print Name

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

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

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



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

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

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

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 091814**  
**REPLACE 911 DISPATCH A/C SYSTEM**  
**SHERIFF'S OFFICE-PAYSON**

**THIS AGREEMENT**, made and entered into this 07<sup>th</sup> day of OCTOBER, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and H&H Cooling & Heating, 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 **Sheriff's Office 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 091814** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 091814** 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 091814**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

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

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

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

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

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



**3. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

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

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

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for a period of sixty days from that date.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$3,997.50 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. 091814 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 10/7/14

**H&H HEATING & COOLING**

  
Signature

Herm Holtz  
Print Name



Sep 18 2014 9:18AM Gila County Flood Control 928-468-1106

p.1

H & H HEATING & COOLING  
1201 W. GOLD NUGGET LN  
PAYSON, AZ 85541

O: 928-472-4401

F: 928-472-7551

C: 928-970-0477

ROC: 172785-K39

PAYSON 7362

JOB GILA SHERIFF OFFICE 911 ROOM

DATE: 9-18-14

ADDRESS: E MAIN STREET

JOB SITE PAYSON AZ 85541

PHONE 970-1640 DAVID

WE HEREBY SUBMIT QUOTE FOR RUUD SYSTEM 13 SEER 4 TON STRAIGHT COOLING WITH  
LOW AMBIENT CONTROL FOR FAN USING SAME DUCT WORK ELECTRIC THERMOSTAT FOR  
911 COMPUTER ROOM.

WARRANTY 5 YEARS ON PARTS 2 YEARS ON WORK COMPLETED

TOTAL \$ 3,997.50

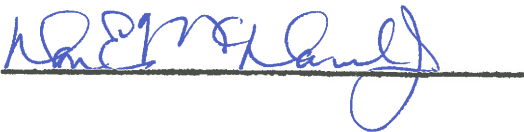
PAYMENT ON COMPLETION 10 DAYS

ALL MATERIAL IS GUARANTEED AS PER SPECIFIED ALL WORK TO BE COMPLETED IN A OR  
DEVIATION FROM SPECIFICATIONS INVOLVING EXTRA COST WILL BE EXECUTED ONLY UPON  
WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER THE ESTIMATED, ALL  
AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENT, OUR WORKERS ARE FULLY COVERED BY  
WORKMAN'S INSURANCE COMPENSATIONS INSURANCE.

AUTHORIZED BY: H & H HEATING & COOLING.

ACCEPTANCE OF THE ABOVE PROPOSAL PRICES, SPECIFICATIONS AND CONDITIONS ARE  
SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS  
SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. NOTE THIS PROPOSAL MAY BE  
WITHDRAWN BY H & H IF NOT ACCEPTED WITHIN 30 DAYS.

SIGNATURE:



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

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

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



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

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

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 081214-1**

**EARTH MOVER TIRE SALES, INC.**

**RUSSELL GULCH LANDFILL**

**THIS AGREEMENT**, made and entered into this 07th day of OCTOBER, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Earth Mover Tire Sales, Inc., of the City of MIAMI, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works 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 081214-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 081214-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 081214-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

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

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

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

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

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



3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

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**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 - ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 - GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14- TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the option to renew the contract for two (2) additional one (1) year periods upon agreement of both parties.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$325.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

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

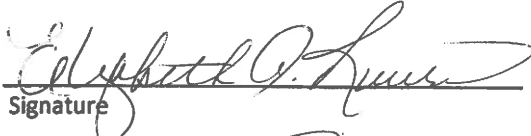
IN WITNESS WHEREOF, Service Agreement No. 081214-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
Don E. McDaniel Jr., County Manager

Date: 10/7/14

EARTH MOVER TIRE SALES, INC.

  
Signature

Elizabeth A. Rivera  
Print Name

**Coons, Shannon**

---

**From:** Liz Rivera [lizrivera@cableone.net]  
**Sent:** Tuesday, August 05, 2014 3:00 PM  
**To:** Coons, Shannon  
**Subject:** RE: labor for tires

Hi Shannon,

Yes, our pricing is still the same. Please let me know if you have any other questions.

Thank you,

*Liz Rivera*

Earth Mover Tire Sales, Inc.  
928-473-3423 phone  
928-473-1378 fax

---

**From:** Coons, Shannon [mailto:scoons@gilacountyaz.gov]  
**Sent:** Tuesday, August 05, 2014 11:42 AM  
**To:** Liz Rivera  
**Subject:** labor for tires

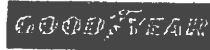
Hi Liz,

We are in the process of creating new contracts and PO's for FY2015. Last July Earth Mover quoted \$65 per hour for field service work M-F 8am-5pm and \$97.50 per hour for weekends and holidays. Have your prices changed since then? Sharon Winters at the Landfill wants a contract with your company.

Thank you,

**Shannon Coons**  
Fiscal Services Manager  
Gila County Public Works  
745 N. Rose Mofford Way, Globe AZ 85501  
Office (928) 402-8521 Cell (928) 200-1432  
Fax (928) 425-8104  
[scoons@gilacountyaz.gov](mailto:scoons@gilacountyaz.gov)





# EARTH MOVER TIRE SALES, INC.

**943 W. Live Oak St.  
Miami, AZ 85539**

**Phone: (928) 473-3423**  
**Fax: (928) 473-4378**

Customer Gila County Public Works  
Address 745 N. Rose Mofford Way  
Globe, AZ 85501  
Phone 928-402-8521

Date	7-24-13
Contact	Shannon Coons
Ship Date	

**We are pleased to quote the following:**

[illegible]**QUOTATION EFFECTIVE UNTIL**

**ASK FOR KEY SOCKET TO BE RETURNED.  
RETORQUE LUG NUTS AFTER 20 MILES  
TO WHATEVER SPECS CALL FOR.  
NOT RESPONSIBLE FOR LUG NUTS, HUB  
CAPS, & OTHER ACCESSORIES  
AFTER 20 MILES.**

**NO WARRANTY ON USED TIRES.  
NO REFUNDS, ADJUSTMENTS OR  
WARRANTIES WITHOUT INVOICE.**

Charges for OTR tire Disposal				
1600-25	through	25.5-25	\$55.00	each
29.5-25	through	33.25-25	\$100.00	each
35/66.33	through	33.5-33	\$150.00	each
2700-49	through	40.5/75R39	\$200.00	each

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

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

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



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

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

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

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 081114-2**  
**EARTH MOVER TIRE SALES, INC.**  
**ROADS DEPARTMENT**

**THIS AGREEMENT**, made and entered into this 07<sup>th</sup> day of OCTOBER, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Earth Mover Tire Sales, Inc., of the City of MIAMI State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works 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 081114-2** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 081114-2** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 081114-2**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.



**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

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

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

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

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

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

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

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

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

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

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

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

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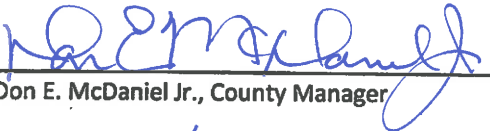
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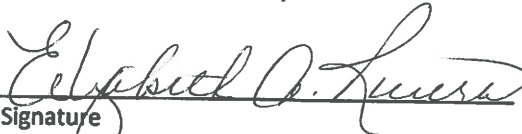
**IN WITNESS WHEREOF**, Service Agreement No. 081114-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 10/7/14

**EARTH MOVER TIRE SALES, INC.**

  
Signature

Elizabeth A. Rivera  
Print Name

**Coons, Shannon**

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**Subject:** labor for tires

Hi Liz,

We are in the process of creating new contracts and PO's for FY2015. Last July Earth Mover quoted \$65 per hour for field service work M-F 8am-5pm and \$97.50 per hour for weekends and holidays. Have your prices changed since then? Sharon Winters at the Landfill wants a contract with your company.

Thank you,

**Shannon Coons**  
Fiscal Services Manager  
Gila County Public Works  
745 N. Rose Mofford Way, Globe AZ 85501  
Office (928) 402-8521 Cell (928) 200-1432  
Fax (928) 425-8104  
[scoons@gilacountyaz.gov](mailto:scoons@gilacountyaz.gov)





# EARTH MOVER TIRE SALES, INC.

**943 W. Live Oak St.  
Miami, AZ 85539**

**Phone: (928) 473-3423**  
**Fax: (928) 473-4378**

Customer Gila County Public Works  
Address 745 N. Rose Moffat Way  
Globe, AZ 85501  
Phone 928-402-8521

Date	7-24-13
Contact	Shannon Coons
Ship Date	

**We are pleased to quote the following:**

[illegible]**QUOTATION EFFECTIVE UNTIL**

**ASK FOR KEY SOCKET TO BE RETURNED.  
RETORQUE LUG NUTS AFTER 20 MILES  
TO WHATEVER SPECS CALL FOR.  
NOT RESPONSIBLE FOR LUG NUTS, HUB  
CAPS, & OTHER ACCESSORIES  
AFTER 20 MILES.  
NO WARRANTY ON USED TIRES.  
NO REFUNDS, ADJUSTMENTS OR  
WARRANTIES WITHOUT INVOICE.**

Charges for OTR live Disposal				
1600-25	through	25.5-25	\$55.00	each
29.5-25	through	33.25-25	\$100.00	each
35/66.33	through	33.5-33	\$150.00	each
2700-49	through	40.5/75R39	\$200.00	each